

**BOROUGH OF BERGENFIELD
MAYOR AND COUNCIL
2022 REORGANIZATION MEETING
Remote Meeting Via Zoom
January 4, 2022 at 8:00 p.m.**

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

2. MAYOR'S STATEMENT

In compliance with the Open Public Meetings Act, the notice requirements have been satisfied. Notice of this meeting by Resolution #21-382 has been sent to The Record, The Star Ledger, Twin Boro News and Cablevision, and placed on two Municipal Bulletin Boards, and is on file in the Office of the Borough Clerk. Sunshine notice dated January 3, 2022 has also been sent to The Record, The Star Ledger, Twin Boro News and Cablevision, and placed on two Municipal Bulletin Boards, and is on file in the Office of the Borough Clerk.

3. SALUTE TO THE FLAG

4. INVOCATION

SWEARING-IN OF COUNCILMEMBERS

5. Reading of the Election Certificate of Councilman-Elect Thomas A. Lodato.

Councilman-Elect Lodato sworn in by MaryAnn Salemi, Esq.

6. Reading of the Election Certificate of Councilman-Elect Hernando Rivera.

Councilman-Elect Rivera sworn in by New Jersey State Assemblyman Chris Tully.

7. Roll Call of 2022 Council

Roll Call	Present	Absent
MAYOR ARVIN AMATORIO		
COUNCILMAN BUDDY DEAUNA		
COUNCILWOMAN ORA C. KORNBLUTH		
COUNCILMAN THOMAS A. LODATO		
COUNCILMAN RAFAEL MARTE		
COUNCILMAN MARC PASCUAL		
COUNCILMAN HERNANDO RIVERA		

8. STATEMENTS AND INTRODUCTIONS BY MEMBERS OF THE GOVERNING BODY

9. **RESOLUTION 22-001**/To Appoint Salvador "Buddy" Deauna as Council President

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

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

10. **RESOLUTION 22-002**/To Establish the Seating Order of the 2022 Governing Body

Councilman Thomas A. Lodato
Councilman Buddy Deauna
Councilman Rafael Marte
Mayor Arvin Amatorio
Councilwoman Ora C. Kornbluth
Councilman Hernando Rivera
Councilman Marc Pascual

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

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

11. Mayor recommends and nominates John L. Schettino, Esq. to the position of Borough Attorney for a one-year term, expiring 12/31/2022.

RESOLUTION 22-003/To Confirm Mayor's nomination of John L. Schettino, Esq. as Borough Attorney

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

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

12. **PRESENTATIONS** – At this time, any presentations may be made.

13. **PUBLIC COMMENTS** – Mayor Amatorio opens the meeting and invites the public to comment on any subject matter, limited to five (5) minutes per speaker.

14. ORDINANCES

A. Introduction of Ordinance

Motion that the following ordinance be introduced and passed on first reading and setting January 18, 2022 at 8:00 p.m. or as soon thereafter as the matter can be heard as the date and time and the Council Chambers of the Bergenfield Borough Hall as the place for a hearing on said ordinance.

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

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

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

15. **CONSENT RESOLUTION 22-004.** All matters listed below are considered by the Governing Body to be routine in nature. There will be no separate discussion of these items. If any discussion is desired by the Governing Body, that item will be removed from the Consent Agenda and considered separately.

- a. **22-005/Adopt 2022 By-Laws**
- b. **22-006/Establishing Meetings Dates**
- c. **22-007/Reaffirming Interest Rates and Dates on Delinquent Taxes**
- d. **22-008/Authorizing Fire Department Mutual Aid**
- e. **22-009/Confirming Source Separation and Recycling**
- f. **22-010/Reaffirming Petty Cash and Change Funds**
- g. **22-011/Designate Official Depositories for Current Operating Funds**
- h. **22-012/Designate Secondary Bank Accounts, Signatories and Fiduciary Responsibilities**
- i. **22-013/Authorizing the Utilization of GovDeals, Inc. for Purpose of Disposing of Surplus Equipment**
- j. **22-014/Authorizing Tax Collector to Cancel Tax Overpayments or Delinquent Amounts less than \$10.00**
- k. **22-015/Authorizing \$20 Fee for Tax Payments Returned for Insufficient Funds**
- l. **22-016/Authorize Police Department Mutual Aid**
- m. **22-017/To Approve the December 21, 2021 Meeting Minutes**
- n. **22-018/To Approve the 2022 Tow Companies**
- o. **22-019/To Approve Raffle Application 1376**
- p. **22-020/To Approve Mobile and Portable Equipment Service Agreement – Goosetown Communications**
- q. **22-021/To Approve Fixed Equipment Service Agreement – Goosetown Communications**

- r. **22-022/To Approve Proposal – Additional Professional Services – New Municipal Complex Project – RSC Architects**

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

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

16. **RESOLUTION 22-023/To Approve Temporary Budget Appropriations in CY 2022**

MOTION OFFERED by _____, **SECONDED** by Council _____

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

17. Mayor recommends and nominates Remington & Vernick Engineers as the Borough Engineer for a one-year term, term expiring 12/31/22.

MOTION by _____, seconded by _____, that the nomination be confirmed. All in favor _____

18. Mayor recommends and nominates T&M Associates as the Special Projects Engineer for a one-year term, term expiring 12/31/22.

MOTION by _____, seconded by _____, that the nomination be confirmed. All in favor _____

19. Mayor recommends and nominates Rogut McCarthy LLC as the Bond Counsel for a one-year term, term expiring 12/31/22.

MOTION by _____, seconded by _____, that the nomination be confirmed. All in favor _____

20. Mayor recommends and nominates MARC: McCusker, Anselmi, Rosen & Carvelli, P.C. as the Labor Counsel for a one-year term, term expiring 12/31/22.

MOTION by _____, seconded by _____, that the nomination be confirmed. All in favor _____

21. Mayor recommends and nominates Boggia Boggia Bestesh & Voytus, LLC as the Tax Appeal Counsel, for a one-year term, term expiring 12/31/22.

MOTION by _____, seconded by _____, that the nomination be confirmed. All in favor _____

22. Mayor recommends and nominates Lerch, Vinci, & Higgins LLP as the Borough Auditor for a one-year term, term expiring 12/31/22.

MOTION by _____, seconded by _____, that the nomination be confirmed. All in favor _____

23. Mayor recommends and nominates GJEM – Otterstedt Insurance Agency as the Risk Consultant for a one-year term, term expiring 12/31/22.

MOTION by _____, seconded by _____, that the nomination be confirmed. All in favor _____

24. Mayor recommends and nominates Millennium Strategies LLC as the Grant Writer and Consultant for a one-year term, term expiring 12/31/22.

MOTION by _____, seconded by _____, that the nomination be confirmed. All in favor _____

25. Mayor recommends and nominates Associated Appraisal Group as the Borough Appraiser for a one-year term, term expiring 12/31/22.

MOTION by _____, seconded by _____, that the nomination be confirmed. All in favor _____

26. Mayor recommends and nominates Marc A. Calello, Esq. as the Borough Prosecutor for a one-year term, term expiring 12/31/22.

MOTION by _____, seconded by _____, that the nomination be confirmed. All in favor _____

27. Mayor recommends and nominates Linda H. Schwager, Esq. as the Alternate Borough Prosecutor for a one-year term, term expiring 12/31/22.

MOTION by _____, seconded by _____, that the nomination be confirmed. All in favor _____

28. Mayor recommends and nominates Robert C. Metzdorf as the Public Defender for a one-year term, term expiring 12/31/22.

MOTION by _____, seconded by _____, that the nomination be confirmed. All in favor _____

29. Mayor recommends and nominates Steven Sciancalepore, Esq. as the Alternate Public Defender for a one-year term, term expiring 12/31/22.

MOTION by _____, seconded by _____, that the nomination be confirmed. All in favor _____

30. Mayor recommends and nominates Phoenix Advisors, LLC for Continuing Disclosure and Independent Registered Municipal Advisor Services.

MOTION by _____, seconded by _____, that the nomination be confirmed. All in favor _____

31. **RESOLUTION 22-024**/To Confirm Professional Nominations and Authorize Execution of Contracts

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

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

32. Mayor recommends and nominates John Pampaloni as the Wastewater Consultant C-3 Licensed Collection Operator, term expiring 12/31/22.

MOTION by _____, seconded by _____, that the nomination be confirmed. All in favor _____

33. Mayor recommends and nominates Edward Volmer as Director of Recreation for a one-year term, term expiring 12/31/22.

MOTION by _____, seconded by _____, that the nomination be confirmed. All in favor _____

34. Mayor recommends and nominates Corey Gallo as Public Agency Compliance Officer for a one-year term, term expiring 12/31/22.

MOTION by _____, seconded by _____, that the nomination be confirmed. All in favor _____

35. Mayor recommends and nominates Robert E. Byrnes, Jr. as Safety Coordinator for a one-year term, term expiring 12/31/22.

MOTION by _____, seconded by _____, that the nomination be confirmed. All in favor _____

36. Mayor recommends and nominates Eva Gallione as Town Historian for a one-year term, term expiring 12/31/22.

MOTION by _____, seconded by _____, that the nomination be confirmed. All in favor _____

37. **RESOLUTION 22-025**/To Ratify the Administrative Appointments for 2022

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

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

Recommendations and Nominations for Boards and Committees are as follows:

BARRIER FREE COMMITTEE

38. Mayor recommends and nominates the following to serve on the Barrier Free Committee for a one-year term, term expiring December 31, 2022.

Lee Brinkman
Patti Enders, Secretary
Lorraine Forcier
Pat Flaherty
Kathy Moore
Harry Hillenius, Bldg. Dept.
Officer Robert Mader
Sharon Thiemann
Patricia August, Consultant
Public Health Dept.
Dr. Delores Harrison
Phil Neville, Consultant
Captain John Maggi

MOTION by _____, seconded by _____, that the nominations be confirmed. R.C. All in favor _____

ENVIRONMENTAL COMMITTEE

39. Mayor recommends and nominates the following to serve on the Environmental Committee for a one-year term, term expiring December 31, 2022.

Jessica Aleman
Cris Bontia
Robert Gallione
Angela Meister
Laura Michelson
Niki Nath

Paul Stypulkoski
Joseph Verga
Craig Vogt
Rachana Nair
Venus Rose
Elena Villanueva
Phil Neville, DPW Consultant

MOTION by _____, seconded by _____, that the nominations be confirmed. R.C. All in favor _____

GREEN TEAM

40. Mayor recommends and nominates the following to serve on the Green Team for a one-year term, term expiring December 31, 2022.

Paul Stypulkoski
Sarah Stypulkoski
Jessica Aleman
Joe Verga
Robert Gallione
Rachana Nair
Corey Gallo, Administrator
Phil Neville, DPW Superintendent & Shade Tree Committee
Dr. Chris Tully, Board of Education
Craig Vogt, Jefferson School Principal
Patricia August, Health Dept Nurse

MOTION by _____, seconded by _____, that the nominations be confirmed. R.C. All in favor _____

BOARD OF HEALTH

41. Mayor recommends and nominates the following to serve on the Board of Health for the following terms:

Edna Phannen 4-year term, term exp. 12/31/25

MOTION by _____ seconded by _____, that the nomination be confirmed. R.C. All in favor _____

LIBRARY BOARD

42. Mayor recommends and nominates the following to serve on the Library Board of Trustees for the following terms:

Thomas Neats 5-year term, term exp. 12/31/26
Fanny Cruz-Betesh 5-year term, term exp. 12/31/26

MOTION by _____, seconded by _____, that the nominations be confirmed. R.C. All in favor _____

LOCAL EMERGENCY PLANNING COUNCIL

43. Mayor appoints the following to serve on the Local Emergency Planning Council for a one-year term, term expiring December 31, 2022.

Ryan Shell, Emergency Management Coordinator
Richard Goddin, Jr., Deputy OEM Coordinator
Benjamin Bressel, OEM Communications Officer
Arvin Amatorio, Mayor
Ora Kornbluth, Council Liaison
Corey Gallo, Borough Administrator
Mustafa Rabboh, Police Chief
Steven Naylis, Fire Chief
Ryan Shell, EMS Chief
Robert Byrnes Jr., Safety Coordinator
Phil Neville, DPW Superintendent
Pat August, Public Health Nurse
Mike Ravenda, Construction Code Official
Christopher Tully, Board of Education Liaison

MOTION by _____, seconded by _____, that the nominations be confirmed. R.C. All in favor _____

MAYOR'S SENIOR CITIZEN ADVISORY COMMITTEE

44. Mayor appoints the following to serve on the Senior Citizen Committee for a one-year term, term, term expiring December 31, 2022.

Loretta Amara, President
Marge Alfano, Vice President
Donna Bellottie, Treasurer
Annette Roge, Secretary
Fred Bellottie
Eileen Conroy
Maria Hoernlein
Roger Hoernlein
John Horsman
Linda Horsman
Gary Romano
Pat Wagner

MOTION by _____, seconded by _____, that the nominations be confirmed. R.C. All in favor _____

MUNICIPAL ALLIANCE COMMITTEE

45. Mayor recommends and nominates the following to serve on the Municipal Alliance Committee for a one-year term, term expiring December 31, 2022.

Michael Merlo, Chairperson
Linda DePinto

Mr. James Fasano, Bergenfield School District
Bochy Lora
Nicholas Montello
Mark William Ennis
Thomas O'Reilly
Jennifer DaCosta
Pat August, Public Health Nurse
Lt. Rich Ramos, Bergenfield Police Department
Student Member
Corey Gallo, Borough Administrator
Dr. Christopher Tully, Superintendent

MOTION by _____, seconded by _____, that the nominations be confirmed. R.C. All in favor _____

SITE PLAN COMMITTEE

46. Mayor appoints the following members to serve on the Site Plan Committee for a one-year term, term expiring December 31, 2022.

Lora Shade, Ambulance Corps. Rep.
Steven Naylis, Fire Department Rep.
Robert Byrnes Jr. Fire Department Rep.
Phil Neville, DPW Superintendent and Shade Tree Committee
Mustafa Rabboh, Police Chief
John Pampaloni, WWC Operator
Michael Ravenda, Construction Code Official
Richard Morf, Zoning Board of Adjustment
Robert Rivas, Planning Board
Scott Jezequil, Clerk

MOTION by _____, seconded by _____, that the nominations be confirmed. R.C. All in favor _____

PLANNING BOARD

47. Mayor appoints the following to serve on the Planning Board for the following terms:

Robert Byrnes Jr.	Class II, 1-year term, exp. 12/31/22
_____	Class IV, 4-year term, exp. 12/31/25
Romeo Abenoja	Class IV, 4-year term, exp. 12/31/25
Benedict Cabrera	Class IV, 4-year term, exp. 12/31/25
Jason Bergman	Class IV, 4-year unexpired term, term exp. 12/31/22
Miguel Vasquez	Alternate #1, 2-year term, exp. 12/31/23
_____	Alternate #2, unexpired 2-year term, term exp. 12/31/22

MOTION by _____, seconded by _____, to appoint Thomas A. Lodato as a Class III, 1-year term, expiring 12/31/22 and Hernando Rivera as Class III, 1-year term, expiring 12/31/22. All present in favor, none opposed. R.C. All in favor _____

RECREATION COMMITTEE

48. Mayor recommends and nominates the following to serve on the Recreation Committee for a one-year term, term expiring December 31, 2022.

Ed Volmer
Vinny Malley
Mariann Canino, Secretary
Juan Arango
Kathie Lacey
James Lodato
Tony Londono
Ryan Martin
Belinda Mendez
Brian Timmons
Melissa Weigl
Priscilla Pascual
Pedro Martinez
Edgar Hernandez
Libia Placencia
Domingo Almonte
Terry Infield
Ron Demenech, Emeritus
Albeth Gonzalez
Angel Dominguez
Jackie Teel

MOTION by _____, seconded by _____, that the nominations be confirmed. R.C. All in favor _____

RENT LEVELING BOARD

49. Mayor recommends and nominates the following to serve on the Rent Leveling Board as follows:

Catherine Steinel	Member, 3-year term, term exp. 12/31/24
Andrew Lehr	Member, 1-year term, term exp. 12/31/22
_____	Alt. Landlord, 1-year term, term exp. 12/31/22
_____	Alt. Tenant, 1-year term, term exp. 12/31/22

MOTION by _____, seconded by _____, that the nominations be confirmed. R.C. All in favor _____

SHADE TREE COMMITTEE

50. Mayor recommends and nominates the following to serve on the Shade Tree Committee for a one-year term, term expiring December 31, 2022.

Dan Muller
Joe Schade
Jules Orkin
Mike Cassidy

Steve Perrone
Phil Neville, DPW Superintendent, Consultant
Javier Nunez, Secretary

MOTION by _____, seconded by _____, that the nominations be confirmed. R.C. All in favor _____

STIGMA FREE COMMITTEE

51. Mayor appoints the following to serve on the Stigma Free Committee for a one-year term, term expiring December 31, 2022.

Aime Sanchez
Lovely Aquino Garcia
Gina Fernandez
Dania Huie-Pasigan
Maria Balajadia
Liliza Pancho
Mairead Tully

MOTION by _____, seconded by _____, that the nominations be confirmed. R.C. All in favor _____

VETERANS ADVISORY COMMITTEE

52. Mayor recommends and nominates the following to serve on the Veterans Advisory Committee for a one-year term, term expiring December 31, 2022.

John Smith, Chairman
John Opatovsky, Vice Chairman
Warren T. Williams, Secretary
Alexandra Vanessa-Dmeza, Member
Thomas Lang, Member
Richard Morf, Member
Willie Moree Jr., Member
Dr. Samuel Paul, Chaplin
Fred Sahlberg, Member
Joseph E. Sokol, Member
Benjamin Whaley, Member
Amos White, Member

MOTION by _____, seconded by _____, that the nominations be confirmed. R.C. All in favor _____

ZONING BOARD OF ADJUSTMENT

53. Council President Deauna recommends and nominates the following to serve as members of the Zoning Board of Adjustment:

Member, 4-year term exp. 12/31/25
Member, 4-year term exp. 12/31/25

Member, unexpired 4-year term, term exp. 12/31/22
 Alt. #1, 2-year term exp. 12/31/23

MOTION by _____, seconded by _____, that the nominations be confirmed. R.C. All in favor _____

STANDING COMMITTEES

54. Council President Deauna nominates the following Councilmembers to serve on the following committees. The first named of each shall be the Chairperson.

FINANCE	Kornbluth	Marte	Rivera
POLICE	Rivera	Kornbluth	Pascual
FIRE	Lodato	Deauna	Pascual
DPW & PARKS	Marte	Kornbluth	Rivera
BUILDING & GROUNDS	Deauna	Marte	Lodato
COMMUNITY AFFAIRS	Pascual	Lodato	Deauna

MOTION by _____, seconded by _____, that the nominations for all Standing Committees named by Council President be confirmed.

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

LIAISONS TO BOARDS AND COMMITTEES

55. Council President Deauna nominates the following Councilmembers to serve as Liaisons to the following Boards and Committees:

AMBULANCE CORPS	Kornbluth
BARRIER FREE COMMITTEE	Deauna
BOARD OF EDUCATION	Marte
BOARD OF HEALTH	Deauna
COMMUNITY RESPONSE TEAM	Pascual
ENVIRONMENTAL COMMITTEE (Ecology)	Rivera
EMERGENCY MANAGEMENT	Kornbluth
GREEN TEAM	Rivera
LIBRARY BOARD	Lodato
MAYOR'S SENIOR CITIZENS COMMITTEE	Deauna
MUNICIPAL ALLIANCE	Deauna
RECREATION COMMITTEE	Kornbluth
RENT LEVELING BOARD	Pascual
SHADE TREE COMMITTEE	Pascual
SITE PLAN	Rivera

STIGMA FREE COMMITTEE
TRAFFIC SAFETY COMMITTEE
VETERANS ADVISORY COMMITTEE
ZONING BOARD OF ADJUSTMENT

Lodato
Rivera
Marte
Marte

MOTION by _____, seconded by _____, that the nominations for Liaison to all Boards and Committees named by _____ be confirmed.

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

ADJOURNMENT

56. There being nothing further to come before the meeting on **MOTION** offered by _____, seconded by _____, and carried the meeting adjourned at _____ p.m. R.C. All in favor _____

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-001

Offered by _____ Seconded by _____

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

Resolution to Confirm Election of Council President

BE IT RESOLVED that the Mayor and Council of the Borough of Bergenfield hereby confirm the election of Councilman Salvador "Buddy" Deauna as Council President for the calendar year 2022.

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 4, 2022.

SEAL

Borough Clerk

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-002

Offered by _____ Seconded by _____

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

Resolution to Establish the Seating Order of the 2022 Governing Body

BE IT RESOLVED by the Governing Body of the Borough of Bergenfield that the order of seating of the Governing Body for the remainder of the calendar year 2022 shall be as follows from east to west at the Dais in the Council Chambers:

Councilman Thomas A. Lodato
Councilman Buddy Deauna
Councilman Rafael Marte
Mayor Arvin Amatorio
Councilwoman Ora C. Kornbluth
Councilman Hernando Rivera
Councilman Marc Pascual

BE IT FURTHER RESOLVED that the Borough Clerk shall call the roll for all votes taken by the Governing Body during the remainder of the calendar year 2022 in the same order as they are seated herein above, with the exception of the Mayor who shall only vote in cases of a tie, unless otherwise provided by law, in which case the Mayor shall vote in the same order as he is seated.

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 4, 2022.

SEAL

Borough Clerk

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-003

Offered by _____ Seconded by _____

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

**Resolution to Confirm Mayor's nomination of John Schettino, Esq. as
Borough Attorney**

BE IT RESOLVED, that the Mayor and Council of the Borough of Bergenfield hereby ratify the appointment of John L. Schettino, Esq., as Borough Attorney, term expiring 12/31/22.

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 4, 2022.

SEAL

Borough Clerk

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-004

Offered by _____ Seconded by _____

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

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

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

- a. **22-005**/Adopt By-Laws for 2022
- b. **22-006**/Establishing Regular Meetings and Dates
- c. **22-007**/Reaffirming Interest Rates and Dates on Delinquent Taxes
- d. **22-008**/Authorizing Fire Department Mutual Aid
- e. **22-009**/Confirming Source Separation and Recycling
- f. **22-010**/Reaffirming Petty Cash and Change Funds
- g. **22-011**/Designate Official Depositories for Current Operating Funds
- h. **22-012**/Designate Secondary Bank Accounts, Signatories and Fiduciary Responsibilities
- i. **22-013**/Authorizing the Utilization of GovDeals, Inc. for Purpose of Disposing of Surplus Equipment
- j. **22-014**/Authorizing Tax Collector to Cancel Tax Overpayments or Delinquent Amounts less than \$10.00
- k. **22-015**/Authorizing \$20 Fee for Tax Payments Returned for Insufficient Funds
- l. **22-016**/Authorize Police Department Mutual Aid
- m. **22-017**/To Approve the December 21, 2021 Meeting Minutes
- n. **22-018**/To Approve the 2022 Tow Companies
- o. **22-019**/To Approve Raffle Application 1376
- p. **22-020**/To Approve Mobile and Portable Equipment Service Agreement – Goosetown Communications
- q. **22-021**/To Approve Fixed Equipment Service Agreement – Goosetown Communications
- r. **22-022**/To Approve Proposal – Additional Professional Services – New Municipal Complex Project – RSC Architects

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 4, 2022.

SEAL

Borough Clerk

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 22-005

Offered by _____

Seconded by _____

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

Resolution to Adopt By-Laws for 2022

BE IT RESOLVED by the Governing Body of the Borough of Bergenfield that the By-Laws for 2022, be adopted and spread upon the minutes in full and filed.

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 4, 2022.

SEAL

Borough Clerk

**BY LAWS
OF THE MAYOR AND COUNCIL OF THE BOROUGH OF BERGENFIELD
ADOPTED JANUARY 4, 2022**

ARTICLE I

Section 1: The deliberation of the Council as to all matters not covered by these By-Laws shall be governed by "Roberts Rules of Order". The provisions of these By-Laws shall govern in the event of any conflict between these By-Laws and "Roberts Rules of Order".

ARTICLE II - MAYOR

Section 1: The Mayor shall preside over the deliberations of the Council and shall conduct the Meetings thereof. He shall also participate in the determination of Borough affairs to the extent permitted by statute, in his capacity as the Chief Executive of the Borough.

Section 2: He shall on all occasions preserve order and decorum, and he shall on his own motion or at the request of the Council, cause the removal of all persons who interrupt the orderly proceedings of the Council.

Section 3: He shall decide all questions of order subject to an appeal to the Council, and he may call upon the Council for the opinion of the Council upon any question of order.

Section 4: The Mayor shall serve as liaison between the Governing Body and all Boards, Committees, Agencies or Organizations, along with the specific Council Committee herein assigned for liaison purposes.

Section 5: In the absence of the Mayor, or if he is unable to perform his duties, the Council President shall act as Mayor, as provided by Statute.

ARTICLE III - MEETINGS

Section 1: The Council shall hold an Annual Meeting during the first seven days in January or as soon thereafter as deemed possible.

Section 2: That, at the aforesaid meeting, the Mayor and Council, shall fix the times and places for holding Regular Meetings, Executive Sessions, and such Special Meetings as can then be determined during the ensuing year, which times and places shall not be changed except by a Resolution of the Council.

Section 3: At the Annual Meeting, the Council will elect one of its Members as Council President to serve for the Calendar Year.

Section 4: The Mayor shall, when he deems it necessary, call Special Meetings of the

Council. In the event of his refusal to call a Special Meeting, upon the request of any four Members of the Council as specifically communicated by them to the Mayor, said four Members of the Council may call such Meeting at such time and place in the borough as they may designate. Each of the said four Members of the Council shall have the affirmative duty of communicating their collective decision to call a Special Meeting to the Borough Clerk. In all cases of Special Meetings, reasonable advance notice, no less than 48 hours as required by law, except in cases of emergency, shall be given in person to the Mayor and all Members of the Council, or left at their places of residence.

Section 5: A quorum shall be provided as by the Revised Statutes of New Jersey. Three Councilmembers and the Mayor, and in the absence of the Mayor, four Councilmembers.

Section 6: If no quorum be present at any Regular or Special Meeting, those assembled shall have the power and are hereby authorized to set a new meeting date, and then adjourn.

Section 7: There shall be one (1) regular public meeting and one (1) executive work session per month with the exception of the month of November which shall have one (1) combined meeting. At the Governing Body's discretion, there may also be one (1) combined meeting for the months of June, July and August.

Section 8: The following order of business shall be observed for all Regular Meetings:

1. Call to Order.
2. Calling the Roll.
3. Presiding Officer's Statement.
4. Flag Salute.
5. Agenda Changes - additions or revisions.
6. Approval of Minutes.
7. Verbal Communications I – Invitation for comments by the public, limited to 5 minutes per speaker, on agenda items only.
8. Presentation of Communications, Petitions, Hiring and Appointments etc. (consent resolution)
9. Ordinances
10. Consent Resolution.
11. Unfinished Business.
12. New Business.
13. Verbal Communications II – Invitation for comments by the public, limited to 5 minutes per speaker.
14. Report of Committees and Department Heads.
15. Council Comments
16. Adjournment.

Section 9: The Council agenda may include a consent resolution which will include those resolutions which the Mayor and Council determine may be adopted in the single action

2. Perform such acts as may be assigned to it by the Mayor or the Council.
3. Report and make recommendations to the Mayor and Council regarding its responsibilities and activities.

B. Except as provided above, a Standing Committee shall not:

1. Make promises or commitments to anyone, which directly, or by inference binds the Council.
2. Act in such a manner or make decisions, which set a precedent, or violate established Council policy.

Section 5: Special Committees may be appointed by the Mayor or the Council, with the consent of a majority of the Council for purposes other than those included in the duties of the Standing Committees. Said committees may consist of residents of the Borough of Bergenfield who are not members of the Council. The Mayor, at his sole discretion, shall appoint the members of the Senior Citizens Committee with the advice and consent of Council.

Section 6: In case of death, resignation, removal from office, or incapacity to serve of any Committee Chairperson, the Council shall name the successor Chairperson.

Section 7: The Chairperson of each Standing or Special Committee shall be prepared to report to the Mayor and Council at each Regular Meeting on the principal activities and achievements of his Committee.

Section 8: The Council shall by a majority vote appoint any Councilperson as liaison to the following:

Ambulance Corps
Barrier Free Committee
Board of Education
Board of Health
Community Response Team
Environmental Committee
Emergency Management Council
Library Board
Municipal Alliance Committee
Recreation Committee
Rent Leveling Board
Shade Tree Committee
Site Plan Committee
Veterans Advisory Committee
Zoning Board of Adjustment

Section 14:

- A. All agenda items for both Regular and Work Session meetings shall carry the name of the individual who placed the item on the agenda.
- B. Upon public notice of an agenda, no additions or deletions may occur without a majority vote of the council in open session.
- C. Agenda changes shall be the first order of business following the Salute to the Flag.
- D. The Mayor shall administer the oath of office to all Borough employees and appointees that are required to take an oath for their position with the following exceptions: (1) the Fire and Police Council Liaisons shall administer the oath to appointees in their respective departments, provided that the Councilmember is statutorily authorized to administer the oath; and (2) the individual being appointed to the position shall have the option of requesting another statutorily authorized individual to administer their oath of office in the same manner as elected officials. In the event the Mayor is unable to administer the oath of office for any reason, the Borough Attorney or Borough Clerk shall administer the oath of office.

ARTICLE IV - COMMITTEES

Section 1: The Council, by majority vote, shall appoint all Standing Committees of the Council, and the Chairperson thereof.

Section 2: The following Standing Committees of the Council, consisting of three Council Members each, shall be appointed at the Annual Meeting.

Finance
Police
Fire
Dept. of Public Works & Parks
Building & Grounds
Community Affairs

Section 3: Each Councilperson shall be the Chair of one of the Standing Committees named in this article.

Section 4: Standing Committees are appointed to expedite and facilitate the work of the Council, but only within statutory limits as the entire council is held responsible for any or all of its acts.

A. A Standing Committee shall:

- 1. Plan, study, direct, make tentative or non-binding commitments within budgetary limitations, and carry on the routine activities for which it has primary responsibilities.

rather than individually. The consent resolution and all component resolutions shall be posted prior to and during the Council Meeting for public inspection.

Section 10: The order of business at any Meeting may be changed by a majority vote of the Members of the Council present at such meeting.

Section 11: Except as otherwise required by the Statutes, or specifically provided in these By-Laws, all action of the Council shall be by a majority vote of those present.

Section 12: Upon demand of one Member of the Council, or when ordered by the Mayor, or when directed by Statute, a roll call vote shall be taken and the yeas and nays entered in the minutes.

Section 13: Executive Work Sessions of the Mayor and Council shall be held on the evening fourteen days before the Regular Meeting of the Mayor and Council, unless otherwise designated by a majority vote of the Council. The purpose of the Executive Work Session is for the general discussion of borough affairs and action may or may not be taken. In addition, the Mayor and Council will review and discuss the agenda for the Regular Meeting. Prior to the Executive Work Session, all members of the Council **may** meet at 7:30 p.m. for the purpose of reviewing and signing vouchers; with the Executive Work Session scheduled to begin at 8:00 p.m. Furthermore, the Mayor and Council **may** meet in Executive Session at 7:30 p.m. on the evening of the Regular Meeting scheduled for 8:00 p.m., for the purpose of discussing the agenda for the Regular Meeting.

The agenda prepared by the Mayor for the Executive Work Session shall, among other items, include the following:

- A. Capital Projects/Engineer
- B. Administrator's Report
- C. Council's Reports
- D. Mayor's Report
- E. Public Comment – 5-minute limit
- F. Official Action on Any Agenda Items
- G. Council Comments
- H. Closed Executive Session/Legal Matters, Etc.

In accordance with the Open Public Meetings Act, all Executive Meetings shall be held in public except for matters permitted by statute to be discussed in Closed Session.

No Executive Work Session of the Mayor and Council shall continue later than 12 midnight. In the event the Council's business has not been completed by 12 midnight, the Executive Work Session may be adjourned to a subsequent evening at 7:30 p.m. at the discretion of the Mayor or presiding officer.

No Regular Public Meeting shall continue past 11 P.M.

Mayor's Senior Citizen Advisory Committee

ARTICLE V - AMENDMENTS

Section 1: These By-Laws shall only be altered or amended by a majority vote of the Council on a Roll Call, taken at a Regular Meeting or adjourned Regular Meeting of the Council.

ARTICLE VI - ADOPTION AND TERM

Section 1: The By-Laws shall be adopted by a resolution of the Council, concurred in by a majority of the Members of the Council. The By-Laws shall become effective immediately after adoption and shall remain in effect for not longer than December 31st of the Calendar Year in which the By-Laws were adopted.

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-006

Offered by _____

Seconded by _____

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

BE IT RESOLVED by the Governing Body of the Borough of Bergenfield that the Regular Scheduled Public Meetings, Executive Sessions or Work Sessions for the Calendar Year 2022 shall be held as follows.

WORK SESSIONS

February 1, 2022
March 1, 2022
April 5, 2022
May 3, 2022

September 6, 2022
October 6, 2022 (Thurs.)
November 3, 2022 (Thurs.)
December 6, 2022

REGULAR PUBLIC MEETINGS

January 18, 2022
February 15, 2022
March 15, 2022
April 19, 2022
May 17, 2022
June 21, 2022
July 19, 2022
August 16, 2022
September 20, 2022
October 18, 2022

December 20, 2022

January 2023 Sine Die (TBD)
January 2023 Reorganization (TBD)

All the Meetings regularly scheduled as set forth above shall be held in the Municipal Building located at 198 North Washington Avenue, Bergenfield, N.J. All of said Executive Sessions or Work Sessions shall commence at 8:00 p.m. in the Executive Chambers. The Regular Public Meetings of the Governing Body shall be held in the Council Chambers and shall commence at 8:00 p.m.

The Record is hereby designated as the newspaper which shall receive all notices required to be sent pursuant to the provisions of Chapter 231 of the Public Laws of 1975.

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 4, 2022.

SEAL

Borough Clerk

Borough of Bergenfield
MAYOR AND COUNCIL
2022 MEETING SCHEDULE

AGENDA DEADLINES

<u>Meeting Date</u>	<u>Type</u>	<u>Deadline: 4 P.M.</u>	<u>Packet Delivery</u>
1/18	Regular Meeting	1/13	1/14
2/1	Work Session	1/27	1/28
2/15	Regular Meeting	2/9 (Wed.)	2/10 (Thurs.)
3/1	Work Session	2/24	2/25
3/15	Regular Meeting	3/10	3/11
4/5	Work Session	3/31	4/1
4/19 (Passover)	Regular Meeting	4/13 (Wed.)	4/14 (Thurs.)
5/3	Work Session	4/28	4/29
5/17	Regular Meeting	5/12	5/13
6/21	Regular Meeting	6/16	6/17
7/19	Regular Meeting	7/14	7/15
8/16	Regular Meeting	8/11	8/12
9/6	Work Session	9/1	9/2
9/20	Regular Meeting	9/15	9/16
10/6 (Thurs.)	Work Session	9/29	9/30
10/18	Regular Meeting	10/13	10/14
11/3 (Thurs.)	Work Session	10/27	10/28
12/6	Work Session	12/1	12/2
12/20 (Hanukah)	Regular Meeting	12/15	12/16
TBD	Sine Die & Reorganization	12/22	12/23

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 22-007

Offered by _____ Seconded by _____

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

Reaffirming Interest Rates and Dates on Delinquent Taxes

BE IT RESOLVED by the Governing Body of the Borough of Bergenfield that the interest upon delinquent taxes will be charged at the rate of eight per cent (8%) per annum on all delinquent amounts over \$1,500.00 and eighteen per cent (18%) per annum on the taxes for any current quarter if the taxes are paid during the first ten days of the same current quarter; and

BE IT FURTHER RESOLVED that if the Office of the Tax Collector is closed on the tenth day of February, May, August and November, then the said ten-day period shall be extended to include the first business day thereafter; and

BE IT FURTHER RESOLVED that the interest per annum shall revert to the above from the first day of any current quarter unless the taxes for the same quarter are paid during the first ten days of the same quarter, or as otherwise provided in this resolution.

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 4, 2022.

SEAL

Borough Clerk

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-008

Offered by _____ Seconded by _____

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

To Authorize Membership in the Fire Department Mutual Aid Group

WHEREAS, the Fire Chief of the Borough of Bergenfield has filed a report with the Mayor and Council which clearly indicates that membership in the aforesaid "Mutual Aid Group" is essential to insure a complete and immediate response in case of a major disaster in the Borough of Bergenfield, and

WHEREAS, the Borough of Bergenfield desires to continue membership in the existing mutual aid groups as follows:

- a) Interboro Mutual Aid Group
- b) Mid-Bergen Mutual Aid Group
- c) Tri-Boro South Mutual Aid Group

WHEREAS, the Mayor and Council after reviewing the report of the Fire Chief agrees that the "Mutual Aid" agreements are necessary to protect the health, welfare and safety of the citizens of Bergenfield.

NOW, THEREFORE, BE IT RESOLVED that the any action taken by the Bergenfield Fire Department to join the "Mutual Aid" Groups is hereby ratified; and

BE IT FURTHER RESOLVED, that the Mayor and Council of the Borough of Bergenfield hereby authorizes the proper officials of the Fire Department to execute documents establishing the membership of Bergenfield in the following Mutual Aid Groups and to sign the following mutual aid agreements for 2022:

- a) Interboro Mutual Aid Group
- b) Mid-Bergen Mutual Aid Group
- c) Tri-Boro South Mutual Aid Group

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 4, 2022.

SEAL

Borough Clerk

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-009

Offered by _____ Seconded by _____

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

Resolution to Confirm Recycling Program

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L.1987, c.102, has established a recycling fund from which a tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection is promulgating recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants; including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, a resolution authorizing this municipality to apply for such tonnage grants will memorialize the commitment of this municipality to recycling and to indicate the assent of the Mayor and Council to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bergenfield that Bergenfield hereby endorses the submission of the recycling tonnage grant application to the Bergen County Utilities Authority and designates Phil Neville to ensure that the application is properly filed.

BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

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 4, 2022.

Borough Clerk

SEAL

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 22-010

Offered by _____

Seconded by _____

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

To Authorize Petty Cash and Change Funds and Operating Policies

WHEREAS, the Division of Local Government Services requires that municipalities authorize and establish petty cash and change funds on an annual basis;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Bergenfield that existing Petty Cash Funds, previously approved by the Division of Local Government Services, be reaffirmed for the year 2022, as listed below:

<u>Department</u>	<u>Amount</u>	<u>Custodian</u>
Administration	500	Corey Gallo
Public Works	200	Philip Neville
Police Department (1)	200	Mustafa Rabboh
Police Department (2)	200	Mustafa Rabboh

Operating Policy

Funds are to be used solely to pay bonafide claims and disbursements. The funds may be replenished from time to time by preparing a purchase order payable to the custodian of the fund and charging the appropriate budget lines.

All funds will be closed each year by December 31st. All future increases or additions in Petty Cash Funds require the prior approval of the Director of the Local Government Services.

BE FURTHER RESOLVED by the Borough Council of the Borough of Bergenfield that existing Change Funds be reaffirmed for the year 2022, as listed below, within applicable operating policies:

<u>Account</u>	<u>Amount</u>	<u>Custodian</u>
Municipal Court	\$150	Kim Grimaldi
Construction Code	250	Mike Ravenda
Tax Office	200	Juan C. Ortiz
Health Department	100	Felicia Williams

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-011

Offered by _____ Seconded by _____

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

BE IT RESOLVED the following be designated as depositories for Borough of Bergenfield cash and investments:

1. TD Bank North

BE IT RESOLVED that the Chief Financial Officer and the Borough Administrator are hereby authorized to transfer funds by wire solely for the following purposes and subject to all pertinent regulations:

1. To or from Borough checking or savings accounts, as needed.
2. To or from Borough checking or savings accounts, to or from accounts specified for previously authorized banks solely for the purpose of investing for the account of the Borough of Bergenfield; and

BE IT RESOLVED that in accordance with Local Fiscal Affairs Law, NJSA 40A:5-15, that all monies received be deposited within 48 hours of receipt, and that the fiduciary responsibility includes timely reconciliation of bank accounts within one month of receipt thereof; and

BE IT RESOLVED that a minimum of three of the following persons are authorized and directed to sign each check drawn against the Current Operating Account of the Borough of Bergenfield during the year 2022:

ARVIN AMATORIO, Mayor
COREY GALLO, Borough Administrator
MARIE QUINONES, Borough Clerk
RICHARD CAHILL, Certified Finance Officer
EDWARD RAINEY, Account 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 4, 2022.

SEAL

Borough Clerk

Dog Fund
Cat Fund

100
100

Felicia Williams
Felicia Williams

Operating Policy

These funds are used solely for making change for customers. A temporary Change Fund for Public Auctions will be allowed up to \$300. There is no requirement to close Change Funds on an annual basis. Increases or additions are solely subject to proper voucher submission and local approval.

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 4, 2022.

SEAL

Borough Clerk

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 22-012

Offered by _____ Seconded by _____

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

BE IT RESOLVED by the Borough Council of the Borough of Bergenfield that the following individuals are hereby authorized to be the signatories for the secondary accounts of the Borough of Bergenfield for 2022:

ACCOUNTS

AUTHORIZED SIGNATORIES

Payroll Account
Payroll Deduction Account
Unemployment Compensation Account
Community Development Account

Arvin Amatorio, Mayor
Corey Gallo, Administrator
Marie Quinones, Borough Clerk
Richard Cahill, CFO
Edward Rainey, Account Clerk

Municipal Court Regular Account
Municipal Court Bail Account

Franklin Montero, Municipal Judge
Kim Grimaldi, Municipal Court Administrator
Denise Blyden, Violations Clerk

Public Assistance Account

Corey Gallo, Administrator
Marie Quinones, Borough Clerk
Richard Cahill, CFO

Construction Code Account

Arvin Amatorio, Mayor
Corey Gallo, Administrator
Marie Quinones, Borough Clerk
Richard Cahill, CFO

Dog Fund Account
Cat Fund Account

Arvin Amatorio, Mayor
Corey Gallo, Administrator
Marie Quinones, Borough Clerk
Richard Cahill, CFO

Health Department Account

Felicia Williams, Registrar
Corey Gallo, Administrator

Tax Redemption Account

Corey Gallo, Administrator
Marie Quinones, Borough Clerk
Richard Cahill, CFO
Juan C. Ortiz, Tax Collector

BE IT RESOLVED that in accordance with Local Affairs Law, NJSA 40A:5, that all monies received be deposited within 48 hours of receipt, and that the fiduciary responsibility includes timely reconciliation of bank accounts within one month of receipt thereof.

BE IT FURTHER RESOLVED that any two/three of the above authorized signatories be required to sign each check drawn against their respective Borough of Bergenfield accounts during the year 2022.

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 4, 2022.

Borough Clerk

SEAL

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 22-013

Offered by _____ Seconded by _____

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

WHEREAS, the Borough of Bergenfield is a Municipal Corporation of the State of New Jersey, which possesses surplus equipment from time to time that must be disposed of, and;

WHEREAS, GovDeals, Inc. is an entity that facilitates the sale of surplus equipment through the use of online auctions, and;

WHEREAS, the Bergenfield Mayor and Council wish to utilize the services of GovDeals, Inc. to assist the Borough in disposing of any surplus equipment that presently owns or may possess in the future.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bergenfield, that the Borough Administrator or his designee are hereby authorized to utilize the services provided by GovDeals, Inc. for purpose of disposing of any surplus equipment that the Borough of Bergenfield owns, either by title or possession, both presently and in the future.

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 4, 2022.

Borough Clerk

SEAL

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-014

Offered by _____ Seconded by _____

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

Cancellation of Tax Overpayments or Delinquent Amounts Less than \$ 10.00

WHEREAS, N.J.S.A. 40A:5-17 allows for the cancellation of property tax refunds or delinquent amounts of less than \$10.00;

WHEREAS, the governing body may authorize a municipal employee chosen by said governing body to process without further action on their part, any cancellation of property tax refunds or delinquencies of less than \$10.00;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, that the Tax Collector is authorized to cancel said tax amounts as deemed necessary;

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

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 4, 2022.

SEAL

Borough Clerk

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 22-015

Offered by _____ Seconded by _____

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

WHEREAS, P.L. 1990, Chapter 105, supplementing Title 40 of the New Jersey State Revised Statutes has been enacted to allow a municipality the authority to impose a service charge to be added on an account which was by check, e check or a credit/debit card the for insufficient funds, or any other reason; and

WHEREAS, whenever an account owes a municipality for a tax or a special assessment, the service charge authorized by this section shall be included on whatever list of delinquent accounts is prepared for the enforcement of the lien.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, County of Bergen, State of New Jersey, that the Tax Collector be authorized to charge the aforementioned fee at a rate of \$20 per check, e check or a credit/debit card payment returned for insufficient funds or any other reason during the year; and,

BE IT FURTHER RESOLVED, that the Tax Collector may require future payments to be rendered in cash or certified funds or a cashier's check; and,

BE IT FINALLY RESOLVED that a certified copy of this resolution is to be forwarded to the Borough Treasurer, Tax Collector and Borough Auditor.

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 4, 2022.

SEAL

Borough Clerk

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 22-016

Offered by _____ Seconded by _____

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

**MUTUAL AID PLAN & RAPID DEPLOYMENT FORCE
INTERLOCAL SERVICE AGREEMENT**

WHEREAS, the police departments in Bergen County have a day-to-day responsibility to provide for the security of lives and property, for the maintenance and preservation of the public peace and order; and

WHEREAS, Law Enforcement Officials also have a responsibility to provide for preparedness against natural emergencies, such as floods, hurricanes, earthquakes, major storms, etc., manmade causes, civil unrest, and civil disobedience such as riots, strikes, jail or prison riots, train wrecks, aircraft crashes, major fires, ethnic disorders, riots, terrorist incidents and bombings, state and national emergencies; and

WHEREAS, the Bergen County Police Chief's Association has proposed a Mutual Aid Plan and Rapid Deployment Force to deal with these emergencies; and,

WHEREAS, this Plan will provide a uniform procedure for the coordination of the requesting, dispatching, and utilization of law enforcement personnel and equipment whenever a local law enforcement agency requires mutual aid assistance from any other jurisdiction, both contiguous and non-contiguous, in the event of an emergency, riot or disorder, in order to protect life and property; and

WHEREAS, it is the desire of the Mayor and Council of the Borough of Bergenfield to participate in a Mutual Aid Plan and Rapid Deployment Force in accordance with the plan submitted by the Bergen County Police Chief's Association.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bergenfield that the Police Department of the Borough of Bergenfield, under the direction of the Chief of Police, cooperate with the Bergen County Police Chief's Association to create an Interlocal

Services Agreement with all municipalities in the County of Bergen in order to put into place the Mutual Aid Plan and Rapid Deployment Force; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the County Executive, the Board of Chosen Freeholders, the County Prosecutor, the County Chief of Police, and all Bergen County Municipalities.

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 4, 2022.

SEAL

Borough Clerk

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-017

Offered by _____ Seconded by _____

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

APPROVAL OF MEETING MINUTES

WHEREAS, the Borough Clerk has prepared the meeting minutes for the December 21, 2021 Regular Meeting and December 21, 2021 Closed Session Meeting (not to be released); and,

WHEREAS, the meeting minutes for the December 21, 2021 Regular Meeting and December 21, 2021 Closed Session Meeting (not to be released) require the approval of the governing body.

BE IT RESOLVED by the Governing Body of the Borough of Bergenfield that the meeting minutes for the December 21, 2021 Regular Meeting and December 21, 2021 Closed Session Meeting (not to be released) are hereby approved and shall be spread full and filed.

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 4, 2022.

SEAL

Borough Clerk

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-018

Offered by _____ Seconded by _____

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

WHEREAS, the Bergenfield Police Department is in need of a list of Official Towers for vehicles involved in accidents, impounds, breakdowns, etc.; and

WHEREAS, the Traffic Bureau has accepted Official Tow Company applications from local companies; and

WHEREAS, the required fees, copies of insurance policies, driver licenses for all listed drivers, copies of registrations, hold harmless agreements and storage requirements have been received and approved from the following businesses:

- 1) County Collision & Towing LLC
- 2) DeMauro Towing Inc.
- 3) Henry's Transport & Recovery
- 4) Bergen Brookside Towing Corp.
- 5) Bergen County Collision
- 6) Atlantic Towing and Recovery Inc.
- 7) Venice Auto Body Corp

WHEREAS, the Police Chief and Borough Administrator have reviewed the applications and approved same.

NOW, THEREFORE, BE IT RESOLVED that the aforementioned businesses be authorized as Official Tow Companies within the Borough of Bergenfield.

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 4, 2022.

SEAL

Borough Clerk

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-019

Offered by _____

Seconded by _____

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

WHEREAS, the following non-profit organizations have applied for a license to conduct raffle drawings within the Borough of Bergenfield; and

WHEREAS, the proper background checks have been completed by the Bergenfield Police Department and approved; and

WHEREAS, the applications have been reviewed by the Borough Clerk and the proper fees have been paid, all in compliance with the rules and regulations of the Legalized Games of Chance Control Commission.

THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield that the raffle applications for the following non-profit organizations are hereby approved:

ORGANIZATION	TYPE	APPLICATION#	DATE
St. Anthony Church	On-Premise Merchandise	RA1376	3/4/22

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 4, 2022.

SEAL

Borough Clerk



New Jersey Office of the Attorney General
 Division of Consumer Affairs
 Legalized Games of Chance Control Commission
 124 Halsey Street, 6th Floor, P.O. Box 46000
 Newark, New Jersey 07101
 (973) 273-8000

Application for a Raffle License

Application No. RA 1376
 Identification No. 32-1-11739

Submit four (4) copies of this application to the Municipal Clerk's office in the municipality where the games will be conducted.

Please print clearly.

Name of municipality: Bergenfield

Part A - General

- Name of applying organization: Saint Anthony's Church
- Street address of headquarters: 385 Ivyland Bergenfield
- Mailing address (if different): _____
- A license is requested to conduct raffles of the kind stated on the date, or on each of the dates, and during the hours listed (use a separate application for each type of raffle).

Date	Hours	Date	Hours
<u>March 4, 2022</u>	<u>6:30-10pm</u>		

- Address of place where raffles will be played: same as above
- Does the applicant own the premises or regularly occupy them for its general purposes? ☒ Yes ☐ No
- If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

Part B - Schedule of Expenses

The items of expense intended to be incurred or paid in connection with the games listed in this application, the names and addresses of the persons to whom each item is to be paid, and the purpose for which each item is to be paid, are:

Item of Expense	Name and address of supplier	Purpose
<u>Tickets</u>	<u>G & G Distributor 275 N. Midland Ave, Saddle Brook</u>	<u>tricky tray</u>

Part F - Officers of Applicant

(1) Office President Parish Council Name of officer Mike Greston Bach Age

Residence address 201 Marin Blvd #4060 Telephone No. (include area code)
Day 201-316-7596 Evening same

(2) Office / Jersey City 07302 Name of officer Jim. Vagias Age
Vice President, Ramo's

Residence address 57 Farmers' Rd. Cuddeback, East Phone No. (include area code) 732-238-8362
Day Evening Same

(3) Office Brunswick 01106 Name of officer Dana Incorvaia Age
Recording Sec'y

Residence address 185 W. 21st St. N.W. Bayonne Telephone No. (include area code) 917-921-5590
Day 917-921-5590 Evening same

(4) Office Corresponding Sec'y ⁰⁷⁰⁰² Name of officer USA Fares Age _____

Residence address 326 Prospect Ave, Hackensack, N.J. Telephone No. (include area code) 201-519-9898
Appt. 60 07601 Day — Evening —

Part F - Members of Applicant who will be in charge of the games

Name of member in charge	Residence address	Telephone No. (include area code) Day / Evening	Age
Nike Preston Bach	201 Marin Blvd, #4060 Jersey City, NJ	201-316-7596	68
Estie Carter	71 Walnut West, Madison, NJ	947-9064	64
→ 1-26-1957 date of birth			
→ 3-4-1954 " " "			

Part G - Members of Applicant who will assist in conducting the games

Name of member	Residence address	Age

Part H - Names of other organizations whose members will assist in conducting the games

Name and address of organization	How related	Identification No.

If more space is needed in any section of this application, insert extra sheets of paper.

1. The specific purpose(s) to which the entire net proceeds of the games listed in this application are to be devoted, and the manner in which they are to be so devoted, are:

2. If any part of the net proceeds are to be devoted to a purpose allowed by the Raffles Licensing Law by turning the same over to another organization which is exclusively devoted to such purposes, secure the signature of its president or other executive officer to the following certificate:

will accept from the licensee any part of the net proceeds of the games listed in this application to be turned over to it."

Part D - Schedule of Prizes

[illegible]

Part I - Statement of Applicant and member(s) in charge

State of New Jersey

) ss.


County of _____

We do hereby each make the following statement, under oath, with respect to the foregoing application:

1. The applicant (is) (is not) limited in its activities to the furtherance of one or more authorized purposes as defined in the Raffles Licensing Law.
2. Prior to the issuance of any license to it to conduct games of chance, the applicant was actively engaged in serving one or more "authorized purposes."
3. The applicant has received and used, and in good faith expects to continue to receive and use, to further one or more authorized purposes, funds from sources other than games of chance.
4. The conduct of the games on the occasion or occasions for which this application is made will be to raise and devote the entire net proceeds to the authorized purpose described in the application.
5. For each occasion for which a license is sought, one or more of the members listed who are familiar with the Raffles Licensing Law and the Rules and Regulations, will be in full charge of, and primarily responsible for, the conduct of the games.
6. No commission, salary, compensation, reward or recompense will be paid to any person for holding, operating or conducting or assisting in the holding, operation or conducting, of the games, except to bookkeepers or accountants for professional services not exceeding the amounts fixed by the Schedule of Fees, as well as the compensation for the Licensed Compensated Workers pursuant to N.J.A.C. 13:47-6A. No prize may be offered and given in cash, except as otherwise provided by the Raffles Licensing Law (N.J.S.A. 5:8-50 et seq.). If a cash prize under certain circumstances is permitted by the law, the amount of the cash prize may not exceed the limits prescribed by the Raffles Licensing Law.
7. All statements in the foregoing application are true.

Sworn and subscribed to before me this

23 day of December, 2021


EDWARD F. ASSILE
Notary Public, State of New York
No. 01AS4636468
Qualified in New York County
Commission Expires 08-07-2022

AFFIX SEAL HERE



Signature of Officer and Title



Signature of Member-in-Charge

Signature of Member-in-Charge

Signature of Member-in-Charge

Signature of Member-in-Charge

If more space is needed in any section of this application, insert extra sheets of paper.

Applicant's registration slip from the Legalized Games of Chance Control Commission must be presented to the Municipal Clerk with this application.

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 22-020

Offered by _____ Seconded by _____

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

WHEREAS, Goosetown Communications has submitted a Service Agreement to the Bergenfield Police Department, a copy of which is attached hereto and incorporated herein by reference, for Mobile and Portable Equipment Services at an annual cost of \$9,072.00 representng a five percent (5%) increase from the prior year's contract; and

WHEREAS, the term of the Service Agreement shall be for the period January 1, 2022 through December 31, 2022 for the equipment referenced in the attached Service Agreement unless otherwise specified; and

WHEREAS, it has been determined that the Borough of Bergenfield has adequate funding to award the Service Agreement for Mobile and Portable Equipment service at an annual cost of \$9,072.00 for the equipment referenced therein to Goosetown Communications; 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 Administrator and Borough Attorney have reviewed the Service Agreement and recommend that the contract be awarded to Goosetown Communications in the amount of \$9,072.00 for Mobile and Portable Equipment service for the equipment referenced in the Service Agreement for the Bergenfield Police Department; and

WHEREAS, the Borough Attorney has prepared a contract agreement between the Borough and Goosetown Communications, 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 Bergenfield Police Department and Goosetown Communications effective January 1, 2022 for Mobile and Portable Equipment service at an annual cost of \$9,072.00; 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 Goosetown Communications 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 Goosetown Communications.

CERTIFICATION OF FUNDS

I hereby certify to the availability of funds in the amount of \$9,072.00 in the following account numbers for the amount of this proposal:

2-01-25-240-000-158 \$9,072.00

Richard Cahill, CFO

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 4, 2022.

SEAL

Borough Clerk



68 NORTH HARRISON AVENUE - CONGERS, NY 10920
(845) 268-7600 • 1-888-466-7388
FAX (845) 268-6345

SERVICE AGREEMENT

Contract Start Date: January 1, 2022

Company Name: Bergenfield Police Department
Billing Address: 198 N. Washington Ave.
City, State, Zip: Bergenfield, NJ 07621
Customer Contact: Ryan Shell

Payment Cycle: Annual in Advance 3% Discount for annual in advance.
Tax Exempt: Yes X NO If yes attach a copy of tax exempt certificate.

Qty	Model	Model and Description	Unit Cost	Month	Annual
Newer Equipment					
24	CDM1250	Motorola CDM1250 Mobile Radio / VHF	\$ 3.15	\$ 75.60	\$ 907.20
1	CDM1250	Motorola CDM1250 Mobile Radio / UHF	\$ 3.15	\$ 3.15	\$ 37.80
3	XTL2500	Motorola XTL2500 Mobile Radio / VHF	\$ 3.15	\$ 9.45	\$ 113.40
5	MC200	Motorola MC2000 Desk Top Tone Remote Control	\$ 3.15	\$ 15.75	\$ 189.00
60	HT1250	Motorola HT1250 Portable / VHF	\$ 3.15	\$ 189.00	\$ 2,268.00
12	HT1250	Motorola HT1250 Portable / UHF	\$ 3.15	\$ 37.80	\$ 453.60
10	XPR3500e	Motorola XPR3500e Portable	\$ 3.15	\$ 31.50	\$ 378.00
Older Equipment					
30	HT1250	Motorola HT1250 Portable / VHF	\$ 5.25	\$ 157.50	\$ 1,890.00
6	HT1250	Motorola HT1250 Portable / UHF	\$ 5.25	\$ 31.50	\$ 378.00
31	CDM1250	Motorola CDM1250 Mobile / VHF	\$ 5.25	\$ 162.75	\$ 1,953.00
2	CDM1550	Motorola CDM1550 Mobile / VHF	\$ 5.25	\$ 10.50	\$ 126.00
3	CDM1250	Motorola CDM1250 Mobile / UHF	\$ 5.25	\$ 15.75	\$ 189.00
2	XTL2500	Motorola XTL2500 Mobile / VHF	\$ 5.25	\$ 10.50	\$ 126.00
1	PM1500	Motorola PM1500 Mobile / VHF	\$ 5.25	\$ 5.25	\$ 63.00
				\$ 756.00	\$ 9,072.00

Service Terms and Conditions

Goosetown Communications Inc (Goosetown) and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby GOOSETOWN will provide to Customer either (1) maintenance, support and/or other services under a GOOSETOWN Service Agreement, or (2) installation services under a GOOSETOWN Installation Agreement

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and

the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by GOOSETOWN. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. GOOSETOWN will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Goosetown may also provide additional services at GOOSETOWN's then-applicable rates for such services.

4.2. If GOOSETOWN is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by GOOSETOWN will be followed.

4.3. If Customer purchases from GOOSETOWN additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the agreement. Upon reasonable request by GOOSETOWN, Customer will provide a complete serial and model number list of the equipment. Customer must promptly notify GOOSETOWN in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which GOOSETOWN receives such written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in GOOSETOWN's reasonable opinion, be properly or economically serviced for any reason, GOOSETOWN may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify GOOSETOWN of any Equipment failure. GOOSETOWN will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multi-coupler. GOOSETOWN has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When GOOSETOWN performs service at Customer's location, Customer will provide GOOSETOWN, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from GOOSETOWN or its subcontractors will not be

imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that GOOSETOWN may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:00 a.m. to 5:00 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by GOOSETOWN in rendering the Services, Customer agrees to reimburse GOOSETOWN for such charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide GOOSETOWN with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with GOOSETOWN.

Section 8 PAYMENT

Unless alternative payment terms are specifically stated in this Agreement, GOOSETOWN will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse GOOSETOWN for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of GOOSETOWN) by any governmental entity.

Section 9 WARRANTY

GOOSETOWN warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require GOOSETOWN to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. GOOSETOWN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to GOOSETOWN will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, GOOSETOWN will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Goosetown warrants that all services performed on the rented equipment shall be of the kind and quality necessary to assure performance of such equipment in accordance with the published specifications. It is specifically agreed that Goosetown shall not be liable to Customer for:

a) Any damages incurred by Customer as a result of any interruption in the operation of its communication system or of any failure of said system or any part thereof. In no event shall Customer or any employee of Customer, make any claim against Goosetown Communications, Inc. for indirect or consequential damages. It is further agreed that Goosetown has no responsibilities with respect to the installation, service maintenance of motor generators, batteries, or other devices required or used for furnishing power to the communications equipment, nor with respect to effects upon transmission or reception produced by or emanating from such power supplies, nor for wiring, fusing or termination of any 110 volt AC or DC circuits unless otherwise agreed in writing by Goosetown. Further Goosetown shall not be responsible for modifying or

making additions to the communication system of Renter possible as a result of progress in the technical art unless requested and paid for by Customer as provided. GOOSETOWN's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT GOOSETOWN WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY TECHNICAL PURSUANT TO THIS AGREEMENT.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain GOOSETOWN's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at GOOSETOWN's request. Customer may not disclose, without GOOSETOWN's written permission or as required by law, any confidential information or data to any person, or use confidential information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to GOOSETOWN will be deemed secret or confidential. GOOSETOWN will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola or GOOSETOWN patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither GOOSETOWN nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of GOOSETOWN or its subcontractors without the prior written authorization of GOOSETOWN. This provision applies only to those employees of GOOSETOWN or its subcontractors who are responsible for rendering services under this Agreement. If this provision

is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by GOOSETOWN for the purpose of this Agreement will be and remain the sole property of GOOSETOWN. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to GOOSETOWN upon request.

This property will be held by Customer for GOOSETOWN's use without charge and may be removed from Customer's premises by GOOSETOWN at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. GOOSETOWN may subcontract any of the work, but subcontracting will not relieve GOOSETOWN of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, GOOSETOWN may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event GOOSETOWN separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), GOOSETOWN may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and GOOSETOWN and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, GOOSETOWN may adjust the price of the Services to reflect its current rates.

17.8. If GOOSETOWN provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at GOOSETOWN's then effective hourly rates.

17.9. All work is non-union, non-prevailing wage.

AUTHORIZED CUSTOMER SIGNATURE _____ TITLE _____ DATE _____

CUSTOMER (PRINT NAME) _____ PHONE _____

GOOSETOWN REPRESENTATIVE (SIGNATURE) _____ TITLE _____ DATE _____

GOOSETOWN REPRESENTATIVE (PRINT NAME) _____ PHONE _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2022 between the Mayor and Council of the Borough of Bergenfield, a body corporate of the State of New Jersey with its offices located at 198 N. Washington Avenue, Bergenfield, Bergen County, New Jersey, party of the first part (hereinafter referred to as the "Borough") represented by Mayor Arvin Amatorio, hereto fully authorized to act by virtue of Resolution No. 22-_____ passed by the Governing Body on January 4, 2022 and Goosetown Communications with its principal place of business at 58 North Harrison Avenue, Congers, New York, party of the second part (hereinafter referred to as the "Contractor").

WHEREAS, the Mayor and Council have appropriated the necessary funds to undertake Mobile and Portable Equipment Service for the Bergenfield Police Department in accordance with the proposal submitted; and

WHEREAS, the Contractor is a State approved Contract Vender for Mobile and Portable Equipment Service; and

WHEREAS, the Contractor has offered to provide the Mobile and Portable Equipment Service to the Bergenfield Police Department for an annual cost of \$9,072.00 in accordance with the proposal submitted by the Contractor attached hereto and incorporated herein by reference; and

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

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

(1) The Contractor shall and does agree to provide the Mobile and Portable Equipment Service to the Bergenfield Police Department as shown and/or specified on the Proposal on file in the Borough Clerk's Office for the annual cost of \$9,072.00; and

(2) The Contractor agrees to provide the Mobile and Portable Equipment Service for the Bergenfield Police Department for the period January 1, 2022 through December 31, 2022.

(3) In addition to all the other terms and conditions of the contract documents attached hereto and made a part hereof, in the event the Mobile and Portable Equipment Service for the Bergenfield Police Department agreed to be provided by the Contractor is not provided within the time set forth in Paragraph

(2), due to the fault on the part of the Contractor, the Borough has a right to void this Agreement.

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

(5) The Contractor shall receive full payment within 30 days of providing the Mobile and Portable Equipment service provided the Contractor has submitted the appropriate invoice to the Borough.

(6) Prior to final payment, Contractor will submit, but not limited to the following: All warranties and written guarantees.

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

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

(9) The Contractor represents and warrants to the Borough in order to induce the Borough to enter into this Agreement, the following:

(a) The Contractor is able to provide the Mobile and Portable Equipment service to the Bergenfield Police Department in accord with the Contractor's Proposal; and

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

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

(11) There shall be no deviations, alterations or changes from this contract unless such deviations, alterations or changes

are in writing, signed by both parties hereto, which writing shall specify the additional or lessor cost of same, if any.

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

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

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

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

(a) 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;

(b) 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 or sex;

(c) 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.

(d) 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.

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

(16) The Borough may, at any time, terminate the Contract with cause.

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

WITNESS:

BOROUGH OF BERGENFIELD

MARIE QUINONES
BOROUGH CLERK

ARVIN AMATORIO, MAYOR

GOOSETOWN COMMUNICATIONS

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

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

, Borough Clerk

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

A NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

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

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

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

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

A NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-021

Offered by _____ Seconded by _____

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

WHEREAS, Goosetown Communications has submitted a Service Agreement to the Bergenfield Police Department, a copy of which is attached hereto and incorporated herein by reference, for full 24x7 365 coverage with 2 hour emergency response for all fixed network equipment at an annual cost of \$14,823.00 representing a ten percent (10%) increase from the prior year contract; and

WHEREAS, the term of the Service Agreement shall be for the period January 1, 2022 through December 31, 2022 for the equipment referenced in the attached Service Agreement unless otherwise specified; and

WHEREAS, it has been determined that the Borough of Bergenfield has adequate funding to award the Service Agreement for full 24x7 365 coverage with 2 hour emergency response for all fixed network equipment at an annual cost of \$14,823.00 for the equipment referenced therein to Goosetown Communications; 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 Administrator and Borough Attorney have reviewed the Service Agreement and recommend that the contract be awarded to Goosetown Communications in the amount of \$14,823.00 for full 24x7 365 coverage with 2 hour emergency response for all fixed network equipment referenced in the Service Agreement for the Bergenfield Police Department; and

WHEREAS, the Borough Attorney has prepared a contract agreement between the Borough and Goosetown Communications, 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 Bergenfield Police Department and Goosetown Communications effective January 1, 2022 for full 24x7 365 coverage with 2 hour

emergency response for all fixed network equipment referenced in said Service Agreement at an annual cost of \$14,823.00; 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 Goosetown Communications 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 Goosetown Communications.

CERTIFICATION OF FUNDS

I hereby certify to the availability of funds in the amount of \$14,823.00 in the following account numbers for the amount of this proposal:

2-01-25-240-000-158

\$14,823.00

Richard Cahill, CFO

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 4, 2022.

SEAL

Borough Clerk



58 NORTH HARRISON AVENUE - CONGERS, NY 10920
(845) 268-7500 • 1-888-469-7386
FAX (845) 268-5345

SERVICE AGREEMENT

Contract Start Date: January 1, 2022

Company Name: Bergenfield Police Department
Billing Address: 198 N. Washington Ave.
City, State, Zip: Bergenfield, NJ 07621
Customer Contact: Ryan Shell

Payment Cycle: Annual in Advance 3% Discount for annual in advance.
Tax Exempt: Yes ☒ NO ☐ If yes attach a copy of tax exempt certificate.

Qty	Model	Model and Description	Department	Unit Cost	Month	Annual
		Newer Equipment				
2	KSGVOT1A	Kenwood JPS Voter	PD/FD	\$ 44.00	\$ 88.00	\$ 1,056.00
8	KSGVOT2A	SVM-2 Modules	PD/FD	\$ 1.10	\$ 8.80	\$ 105.60
1	T3000	Motorola MTR3000 Repeater / VHF	PD	\$ 71.50	\$ 71.50	\$ 858.00
1	T3000	Motorola MTR3000 Repeater / VHF	FD	\$ 71.50	\$ 71.50	\$ 858.00
1	T3000	Motorola MTR3000 Base Station / VHF	PD3	\$ 71.50	\$ 71.50	\$ 858.00
1	T3000	Motorola MTR3000 Base Station / VHF	SPEN	\$ 71.50	\$ 71.50	\$ 858.00
6	T3000	Motorola Voting Receivers / VHF	PD / FD	\$ 60.50	\$ 363.00	\$ 4,356.00
2	CON-SCOUT-NEMA	AVTEC Scout Dispatch Console	PD / FD	\$ 137.50	\$ 275.00	\$ 3,300.00
		Older Equipment				
1	T3000	MTR3000 REPEATER / VHF	OEM	\$ 71.50	\$ 71.50	\$ 858.00
1	T3000	MTR3000 REPEATER / UHF	OEM	\$ 71.50	\$ 71.50	\$ 858.00
1	T3000	MTR3000 BASE / VHF	FD	\$ 71.50	\$ 71.50	\$ 858.00
Total Service Cost				\$	1,235.30	\$ 14,823.60

Full 24x7 365 coverage with 2hr emergency response for all fixed network equipment

Service Terms and Conditions

Goosetown Communications Inc (Goosetown) and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby GOOSETOWN will provide to Customer either (1) maintenance, support and/or other services under a GOOSETOWN Service Agreement, or (2) installation services under a GOOSETOWN Installation Agreement

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise.

- 2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.
- 2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by GOOSETOWN. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

- 4.1. GOOSETOWN will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Goosetown may also provide additional services at GOOSETOWN's then-applicable rates for such services.
- 4.2. If GOOSETOWN is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by GOOSETOWN will be followed.
- 4.3. If Customer purchases from GOOSETOWN additional equipment that becomes part of the same system as the Initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.
- 4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the agreement. Upon reasonable request by GOOSETOWN, Customer will provide a complete serial and model number list of the equipment. Customer must promptly notify GOOSETOWN in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which GOOSETOWN receives such written notice.
- 4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.
- 4.6. If Equipment cannot, in GOOSETOWN's reasonable opinion, be properly or economically serviced for any reason, GOOSETOWN may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.
- 4.7. Customer must promptly notify GOOSETOWN of any Equipment failure. GOOSETOWN will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

- 5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- 5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multi-coupler. GOOSETOWN has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When GOOSETOWN performs service at Customer's location, Customer will provide GOOSETOWN, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from GOOSETOWN or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that

GOOSETOWN may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:00 a.m. to 5:00 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by GOOSETOWN in rendering the Services, Customer agrees to reimburse GOOSETOWN for such charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide GOOSETOWN with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with GOOSETOWN.

Section 8 PAYMENT

Unless alternative payment terms are specifically stated in this Agreement, GOOSETOWN will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse GOOSETOWN for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of GOOSETOWN) by any governmental entity.

Section 9 WARRANTY

GOOSETOWN warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require GOOSETOWN to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. GOOSETOWN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to GOOSETOWN will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, GOOSETOWN will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Goosetown warrants that all services performed on the rented equipment shall be of the kind and quality necessary to assure performance of such equipment in accordance with the published specifications. It is specifically agreed that Goosetown shall not be liable to Customer for:

a) Any damages incurred by Customer as a result of any interruption in the operation of its communication system or of any failure of said system or any part thereof. In no event shall Customer or any employee of Customer, make any claim against Goosetown Communications, Inc. for indirect or consequential damages. It is further agreed that Goosetown has no responsibilities with respect to the installation, service maintenance of motor generators, batteries, or other devices required or used for furnishing power to the communications equipment, nor with respect to effects upon transmission or reception produced by or emanating from such power supplies, nor for wiring, fusing or termination of any 110 volt AC or DC circuits unless otherwise agreed in writing by Goosetown. Further Goosetown shall not be responsible for modifying or making additions to the communication system of Renter possible as a result of progress in the technical art unless requested and paid for by Customer as provided. GOOSETOWN's total

liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT GOOSETOWN WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY TECHNICAL PURSUANT TO THIS AGREEMENT.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain GOOSETOWN's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at GOOSETOWN's request. Customer may not disclose, without GOOSETOWN's written permission or as required by law, any confidential information or data to any person, or use confidential information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to GOOSETOWN will be deemed secret or confidential. GOOSETOWN will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola or GOOSETOWN patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither GOOSETOWN nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of GOOSETOWN or its subcontractors without the prior written authorization of GOOSETOWN. This provision applies only to those employees of GOOSETOWN or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by GOOSETOWN for the purpose of this Agreement will be and remain the sole property of GOOSETOWN. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to GOOSETOWN upon request.

This property will be held by Customer for GOOSETOWN's use without charge and may be removed from Customer's premises by GOOSETOWN at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. GOOSETOWN may subcontract any of the work, but subcontracting will not relieve GOOSETOWN of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, GOOSETOWN may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event GOOSETOWN separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), GOOSETOWN may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and GOOSETOWN and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, GOOSETOWN may adjust the price of the Services to reflect its current rates.

17.8. If GOOSETOWN provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at GOOSETOWN's then effective hourly rates.

17.9. All work is non-union, non-prevailing wage.

AUTHORIZED CUSTOMER SIGNATURE _____ TITLE _____ DATE _____

CUSTOMER (PRINT NAME) _____ PHONE _____

GOOSETOWN REPRESENTATIVE (SIGNATURE) _____ TITLE _____ DATE _____

GOOSETOWN REPRESENTATIVE (PRINT NAME) _____ PHONE _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2022 between the Mayor and Council of the Borough of Bergenfield, a body corporate of the State of New Jersey with its offices located at 198 N. Washington Avenue, Bergenfield, Bergen County, New Jersey, party of the first part (hereinafter referred to as the "Borough") represented by Mayor Arvin Amatorio, hereto fully authorized to act by virtue of Resolution No. 22-_____ passed by the Governing Body on January 4, 2022 and Goosetown Communications with its principal place of business at 58 North Harrison Avenue, Congers, New York, party of the second part (hereinafter referred to as the "Contractor").

WHEREAS, the Mayor and Council have appropriated the necessary funds to undertake full 24x7 365 coverage with 2 hour emergency response for all fixed network equipment for the Bergenfield Police Department in accordance with the proposal submitted; and

WHEREAS, the Contractor is a State approved Contract Vender for the full 24x7 365 coverage with 2 hour emergency response for all fixed network equipment; and

WHEREAS, the Contractor has offered to provide the full 24x7 365 coverage with 2 hour emergency response for all fixed network equipment to the Bergenfield Police Department for an annual cost of \$14,823.00 in accordance with the proposal submitted by the Contractor attached hereto and incorporated herein by reference; and

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

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

(1) The Contractor shall and does agree to provide the full 24x7 365 coverage with 2 hour emergency response for all fixed network equipment to the Bergenfield Police Department as shown and/or specified on the Proposal on file in the Borough Clerk's Office for the annual cost of \$14,823.00; and

(2) The Contractor agrees to provide the full 24x7 365 coverage with 2 hour emergency response for all fixed network equipment for the Bergenfield Police Department for the period January 1, 2022 through December 31, 2022.

(3) In addition to all the other terms and conditions of the contract documents attached hereto and made a part hereof, in the event the full 24x7 365 coverage with 2 hour emergency response for all fixed network equipment for the Bergenfield Police Department agreed to be provided by the Contractor is not provided within the time set forth in Paragraph (2), due to the fault on the part of the Contractor, the Borough has a right to void this Agreement.

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

(5) The Contractor shall receive full payment within 30 days of providing the full 24x7 365 coverage with 2 hour emergency response for all fixed network equipment provided the Contractor has submitted the appropriate invoice to the Borough.

(6) Prior to final payment, Contractor will submit, but not limited to the following: All warranties and written guarantees.

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

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

(9) The Contractor represents and warrants to the Borough in order to induce the Borough to enter into this Agreement, the following:

(a) The Contractor is able to provide the full 24x7 365 coverage with 2 hour emergency response for all fixed network equipment to the Bergenfield Police Department in accord with the Contractor's Proposal; and

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

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

Contractor in the performance of the work, and further agrees to defend any and all actions and proceedings arising out of any of the foregoing claims in any suit, and to pay counsel fees and expenses of all kinds whatsoever in any connection therewith.

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

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

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

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

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

(a) 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;

(b) 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 or sex;

(c) 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.

(d) 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.

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

(16) The Borough may, at any time, terminate the Contract with cause.

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

WITNESS:

BOROUGH OF BERGENFIELD

MARIE QUINONES
BOROUGH CLERK

ARVIN AMATORIO, MAYOR

GOOSETOWN COMMUNICATIONS

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

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

, Borough Clerk

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

A NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

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

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

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

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

A NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 22-022

Offered by _____

Seconded by _____

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

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

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

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

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

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

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

CERTIFICATION OF FUNDS

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

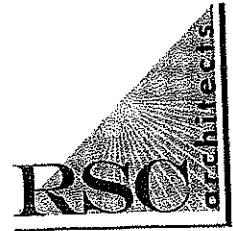
Acct. \$_____

Richard Cahill, CFO

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

SEAL

Borough Clerk



December 22, 2021

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

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

Dear Mr. Gallo:

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

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

Our services would include:

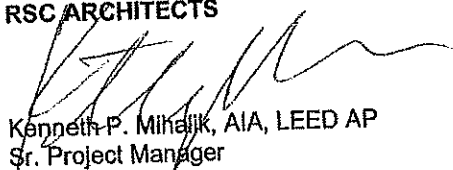
1. Attend a site visit to document the existing conditions.
2. Setup of CAD backgrounds of the DPW building for use in preparing our design.
3. Preparation of calculations to determine existing gas service has sufficient capacity.
4. Preparation of drawings depicting the gas pipe routing.

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

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

Very truly yours,

RSC ARCHITECTS


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

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 22-023

Offered by: _____ Seconded by: _____

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

TEMPORARY APPROPRIATIONS

WHEREAS, 40A:4-19 provides that where any contract, commitment or payment are to be made prior to the final adoption of the 2022 budget, temporary appropriations should be made for the purpose and amounts required in the manner and time therein provided, and

WHEREAS, the effective date of this resolution is January 1, 2022, and

WHEREAS, the total appropriations in the 2021 budget, exclusive of any appropriations for debt service, capital improvement fund and public assistance is as follows:

Current \$38,020,524

WHEREAS, 26.25 percent of the total appropriations in the 2021 budget, exclusive of any appropriations for debt service, capital improvement fund and public assistance in said 2021 budget is as follows:

Current \$9,980,388

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Bergenfield that the following temporary appropriations be made and that a certified copy of this resolution be transmitted to the Chief Financial Officer for his records.

CURRENT FUND

General Appropriations
Operations - Within "CAPS"

General Administration:	
Salaries and Wages	\$100,000.00
Other Expenses	100,000.00
Grant Consultant	15,000.00
Mayor and Council:	
Salaries and Wages	20,000.00
Other Expenses	1,000.00

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 22-023

Offered by: _____ Seconded by: _____

Municipal Clerk:	
Salaries and Wages	100,000.00
Other Expenses	20,000.00
Financial Administration:	
Salaries and Wages	100,000.00
Other Expenses	20,000.00
Audit Services:	
Other Expenses	25,000.00
Revenue Administration:	
Salaries and Wages	50,000.00
Other Expenses	10,000.00
Tax Assessment Administration:	
Salaries and Wages	10,000.00
Other Expenses	15,000.00
Legal Services:	
Other Expenses	150,000.00
Engineering Services:	
Other Expenses	75,000.00
Workers' Compensation Insurance	300,000.00
Liability Insurance	300,000.00
Employee Group Insurance	1,712,000.00
Health Benefit Waiver	10,000.00
Planning Board:	
Salaries and Wages	500.00
Other Expenses	100.00
Site Plan:	
Salaries and Wages	500.00
Zoning Board of Adjustment:	
Salaries and Wages	1,000.00
Other Expenses	3,000.00
Police Department:	
Salaries and Wages	2,100,000.00
Other Expenses	100,000.00
Office of Emergency Management:	
Salaries and Wages	4,000.00
Other Expenses	3,000.00
First Aid Organization:	
Other Expenses	30,000.00
Fire Official:	
Salaries and Wages	50,000.00
Other Expenses	5,000.00
Fire Department:	
Salaries and Wages	250,000.00
Other Expenses	65,000.00
Fire Hydrant Service	75,000.00

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 22-023

Offered by: _____ Seconded by: _____

Municipal Prosecutors Office:	
Other Expenses	10,000.00
Municipal Court:	
Salaries and Wages	50,000.00
Other Expenses	20,000.00
Public Defender:	
Other Expenses	4,000.00
Streets and Roads Maintenance:	
Salaries and Wages	250,000.00
Other Expenses	75,000.00
Buildings and Grounds:	
Other Expenses	50,000.00
Solid Waste Collection:	
Salaries and Wages	750,000.00
Other Expenses	125,000.00
Vehicle Maintenance:	
Other Expenses	60,000.00
Board of Health:	
Salaries and Wages	75,000.00
Other Expenses	85,000.00
Welfare/Administration of Public Assistance:	
Salaries and Wages	2,500.00
Other Expenses	650.00
Recreation Services and Programs:	
Salaries and Wages	40,000.00
Other Expenses	40,000.00
Community Affairs - Senior Citizens	
Salaries and Wages	16,000.00
Other Expenses	8,000.00
Maintenance of Parks:	
Salaries and Wages	125,000.00
Other Expenses	25,000.00
Celebration of Public Events:	
Other Expenses	25,000.00
Building Inspector:	
Salaries and Wages	150,000.00
Other Expenses	8,000.00
Rent Leveling Board:	
Salaries and Wages	500.00
Barrier Free Board:	
Salaries and Wages	500.00
Shade Tree Board:	
Salaries and Wages	500.00
Electricity and Gas	75,000.00
Street Lighting	75,000.00
Telephone	35,000.00

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 22-023

Offered by: _____ Seconded by: _____

Water	27,000.00
Gasoline	100,000.00
Sanitary Landfill – Tipping Fees	<u>300,000.00</u>

8,422,750.00

Deferred Charges and
Statutory Expenditures –
Municipal within "CAPS"

Statutory Expenditures:	
Defined Contribution Retirement Program	15,000.00
Social Security System	<u>200,000.00</u>
Total Statutory Expenditures	<u>215,000.00</u>

General Appropriations Operations –
Excluded from "CAPS"

Interlocal Agreement-BOE-SLEO III	30,000.00
Contribution to Free Public Library	500,000.00
Sewerage Processing and Disposal:	
Other Expenses	800,000.00
Recycling Tax	<u>12,000.00</u>
Total Appropriations Excluded from "CAPS"	<u>1,342,000.00</u>

Total General Appropriations 9,979,750.00

Municipal Debt Service –
Excluded from "CAPS"

Payment of Bond Principal	1,200,000.00
Interest on Bonds	219,000.00

Green Trust Loan Program -- Principal and Interest 14,200.00

Total Appropriations for Debt Service 1,433,200.00

Total Appropriations Including Debt Service \$11,412,950.00

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 4, 2022.

SEAL

Borough Clerk

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-024

Offered by _____ Seconded by _____

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

Resolution to Confirm Professional Nominations

WHEREAS, the Mayor and Council of the Borough of Bergenfield are hereby appointing the following outside professionals for services in their respective fields:

Borough Engineer	Remington & Vernick Engineers
Special Projects Engineer	T&M Associates
Bond Counsel	Rogut McCarthy LLC
Labor Counsel	MARC: McCusker, Anselmi, Rosen & Carvelli, P.C.
Tax Appeal Counsel	Boggia Boggia Bestesh & Voytus, LLC
Borough Auditor	Lerch, Vinci, Higgins, LLP
Risk Consultant	GJEM – Otterstedt Insurance Agency
Grants Consultant	Millennium Strategies LLC
Borough Appraiser	Associated Appraisal Group
Borough Prosecutor	Marc A. Calello, Esq.
Alternate Borough Prosecutor	Linda H. Schwager, Esq.
Public Defender	Robert C. Metzdorf
Alternate Public Defender	Steven Sciancalepore
Municipal Advisor Services	Phoenix Advisors LLC

WHEREAS, N.J.S.A. 40A:11-5 allows the retention of these professionals without open competitive bidding upon the adoption of a resolution of the Governing Body and publication of the Council's action, and N.J.S.A. 40a:11-4 requires that all contracts be in writing; and

WHEREAS, should any nomination not be ratified by the council, this resolution shall take effect with any or all amendments; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Clerk are hereby authorized and directed to execute contracts with the above-named professionals for services in their respective fields.

BE IT FURTHER RESOLVED that all contracts are contingent upon fee schedule being approved by the Finance Committee.

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 4, 2022.

SEAL

Borough Clerk

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-025

Offered by _____ Seconded by _____

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

Resolution to Ratify Administrative Appointments for 2022

WHEREAS, the Mayor and Council of the Borough of Bergenfield are hereby ratifying the following Administrative Appointments in 2022 as indicated:

Wastewater Consultant C-3	1 yr.	John Pampaloni
Director of Recreation	1 yr.	Ed Volmer
Public Agency Compliance Officer	1 yr.	Corey Gallo
Safety Coordinator	1 yr.	Robert E. Byrnes, Jr.
Town Historian	1 yr.	Eva Gallione

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 4, 2022.

SEAL

Borough Clerk