



BOROUGH OF

Englewood Cliffs

NEW JERSEY

OATHS AND APPOINTMENTS

**COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

**RESOLUTION
RESOLUTION NO. 2026-172**

TITLE: RESOLUTION APPOINTING CASEY KIMMEL AS TEMPORARY DEPUTY MUNICIPAL CLERK TO SERVE DURING THE AUTHORIZED LEAVE OF MUNICIPAL CLERK BEAUTY NADIM

WHEREAS, the Borough of Englewood Cliffs recognizes the importance of maintaining the uninterrupted operations of the Office of the Municipal Clerk; and

WHEREAS, Municipal Clerk Beauty Nadim has been granted an authorized leave of absence; and

WHEREAS, the Mayor and Council have determined that it is necessary to appoint a qualified individual to provide temporary support and perform the duties of the Office of the Municipal Clerk during such leave; and

WHEREAS, Casey Kimmel is a Registered Municipal Clerk (RMC) and is qualified to serve in this temporary capacity; and

WHEREAS, the Mayor and Council have determined that Casey Kimmel shall be compensated at the rate of Thirty-Five Dollars (\$35.00) per hour, not to exceed fifteen (15) hours per week, subject to the certification of available funds by the Chief Financial Officer.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Englewood Cliffs, County of Bergen, State of New Jersey, as follows:

1. Casey Kimmel is hereby appointed as Temporary Deputy Municipal Clerk, effective July 8, 2026, to serve during the authorized leave of Municipal Clerk Beauty Nadim.
2. Casey Kimmel shall perform the duties and responsibilities of the Temporary Deputy Municipal Clerk as assigned by the Borough Administrator and/or Municipal Clerk and as authorized by law, to ensure the continued and efficient operation of the Office of the Municipal Clerk during the Municipal Clerk's authorized leave.
3. This temporary appointment shall terminate two (2) weeks following the actual return to work of Municipal Clerk Beauty Nadim, or on December 31, 2026, whichever occurs first, unless extended by further action of the Mayor and Council through the adoption of a subsequent resolution.
4. Casey Kimmel shall be compensated at the rate of Thirty-Five Dollars (\$35.00) per hour, not to exceed fifteen (15) hours per week, subject to the certification of available funds by the Chief Financial Officer.
5. This appointment is temporary in nature and shall not be construed as creating a permanent position or conferring tenure, seniority, or any right to continued employment beyond the term established herein.
6. The Borough Administrator, Chief Financial Officer, Municipal Clerk, and all other appropriate Borough officials are hereby authorized to take such actions as may be necessary to implement the provisions of this Resolution.

WHEREAS, the Chief Financial Officer has certified the availability of funds for this purpose, under line item: 6-01-20-100-101

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded to Casey Kimmel, the Borough Administrator, the Chief Financial Officer, the Borough Attorney, and all other appropriate Borough officials.

CERTIFICATION

I hereby certify that this resolution, consisting of 2 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

**COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

**RESOLUTION
RESOLUTION NO. 2026-173**

**TITLE: RESOLUTION AMENDING RESOLUTION NO. 2026-101 APPOINTING
RICHARD HESS AS PART-TIME FIRE SUBCODE OFFICIAL AND FIRE
INSPECTOR**

WHEREAS, the Mayor and Council of the Borough of Englewood Cliffs adopted Resolution No. 2026-101 on March 11, 2026, appointing Richard Hess as Part-Time Fire Subcode Official and Fire Inspector; and

WHEREAS, pursuant to N.J.S.A. 52:27D-126, Subcode Officials appointed under the Uniform Construction Code are required to be appointed for a four (4) year term; and

WHEREAS, Resolution No. 2026-101 inadvertently omitted the required four-year term language for the appointment of the Fire Subcode Official; and

WHEREAS, the Mayor and Council desire to amend Resolution No. 2026-101 to include the required statutory term.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Englewood Cliffs, County of Bergen, State of New Jersey, that Resolution No. 2026-101 is hereby amended to include the following provision:

"Richard Hess is hereby appointed as Part-Time Fire Subcode Official for a four (4) year term commencing February 10, 2026 and expiring February 9, 2030, pursuant to N.J.S.A. 52:27D-126."

BE IT FURTHER RESOLVED that all other terms and conditions of Resolution No. 2026-101 shall remain unchanged and in full force and effect.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be placed in the official personnel file of Richard Hess and maintained in the records of the Borough Clerk.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY

RESOLUTION
RESOLUTION NO. 2026-174

**TITLE: RESOLUTION AMENDING RESOLUTION NO. 2026-152 APPOINTING 2026
SUMMER CAMP DIRECTORS AND COUNSELORS**

WHEREAS, the Mayor and Council of the Borough of Englewood Cliffs adopted Resolution No. 2026-152 appointing Summer Camp Directors and Counselors for the 2026 Englewood Cliffs Summer Camp Program; and

WHEREAS, subsequent to the adoption of Resolution No. 2026-152, the Borough received the resignations of the following Summer Camp staff:

- Shadae Alomar – Summer Camp Counselor;
- Nina Sango – Summer Camp Director; and
- George Theodorakos – Summer Camp Counselor; and
- Samuel Perez- Summer Camp Counselor
- Karianny Evangelista- Summer Camp Counselor

WHEREAS, the Recreation Director and Borough Administrator have recommended the appointment of qualified individuals to fill the vacancies created by these resignations; and

WHEREAS, the Mayor and Council deem it in the best interest of the Borough of Englewood Cliffs to accept the resignations and appoint replacement Summer Camp staff.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Englewood Cliffs, County of Bergen, State of New Jersey, that the resignations of the following Summer Camp staff are hereby accepted:

- Shadae Alomar – Summer Camp Counselor;
- Nina Sango – Summer Camp Director; and
- George Theodorakos – Summer Camp Counselor; and
- Samuel Perez- Summer Camp Counselor
- Karianny Evangelista- Summer Camp Counselor

BE IT FURTHER RESOLVED that the following individuals are hereby appointed for the 2026 Englewood Cliffs Summer Camp Program:

Director

Giana Smith at \$30.00 per hour, replacing the vacant Director position.

Counselors

- Monica Choi at \$15.92 per hour
- Olivia Busa at \$28.00 per hour
- Valentina Gentile at \$15.92 per hour
- Mohammed Faragalla at \$20.00 per hour

BE IT FURTHER RESOLVED all other appointments made pursuant to Resolution No. 2026-152 shall remain unchanged and in full force and effect.

BE IT FURTHER RESOLVED the Chief Financial Officer has certified that sufficient funds are available in the “Summer Recreation Trust Fund” Appropriation of the Municipal Budget under Line Item: T-26-500-000 to support these appointments.

CERTIFICATION

I hereby certify that this resolution, consisting of 2 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY

RESOLUTION
RESOLUTION NO. 2026-175

TITLE: RESOLUTION ACCEPTING THE RETIREMENT OF LIEUTENANT STEVEN KOCHIS, JR. FROM THE ENGLEWOOD CLIFFS POLICE DEPARTMENT

WHEREAS, on June 30, 2026 the State of New Jersey, Division of Pensions and Benefits (“Division”) notified the Borough Administrator that Steven Kochis filed his application for retirement with the Division.

WHEREAS, on July 1, 2026 the Borough of Englewood Cliffs Administrator and OIC received notification of the retirement from Steven Kochis with an effective retirement date of October 1, 2026; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Englewood Cliffs, County of Bergen, State of New Jersey, as follows:

- 1) The Borough of Englewood Cliffs hereby accepts and relies upon the July 1, 2026 retirement notice of Steven Kochis.
- 2) Effective October 1, 2026 Steven Kochis shall be retired from his position of Lieutenant with the Englewood Cliffs Police Department.
- 3) The last day of work for Steven Kochis shall be September 30, 2026.
- 4) This resolution puts the Borough CFO on notice to immediately process any and all requests from the State of New Jersey, Division of Pensions and Benefits regarding the retirement of Steven Kochis.
- 5) This resolution shall take effect immediately.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

**COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

**RESOLUTION
RESOLUTION NO. 2026-176**

TITLE: RESOLUTION ACCEPTING THE RESIGNATION OF ROBERT GANSEL AS FULL-TIME LABORER FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, Robert Gansel submitted a letter dated May 12, 2026, notifying the Borough of Englewood Cliffs of his resignation from his position as a Full-Time Driver/Laborer with the Department of Public Works, effective May 22, 2026; and

WHEREAS, the Mayor and Council wish to formally accept Mr. Gansel's resignation and thank him for his service to the Borough.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Englewood Cliffs, County of Bergen, State of New Jersey, that the resignation of Robert Gansel as Full-Time Laborer for the Department of Public Works is hereby accepted.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be placed in the official personnel file of the Borough.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

Robert Gansel
91 Lylewood Drive
Tenafly, New Jersey 07670
May 12, 2026

Dear Mr. Neville,

Please accept this letter as my formal resignation from my position as Driver/Labor with the Englewood Cliffs Department of Public Works, effective May 22, 2026.

I have truly appreciated my time working with the department over the past year. I am very grateful for the opportunity to be part of the team and for all of the experience, guidance, and support I have received during my employment. The experience has helped me grow both personally and professionally, and I will always look back on it with gratitude.

Thank you again for the opportunity and for all of your support. I wish you and the entire department continued success in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Gansel", with a stylized flourish at the end.

Robert Gansel

**COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

**RESOLUTION
RESOLUTION NO. 2026-177**

**TITLE: RESOLUTION APPOINTING EDWARD BROCKINGTON AS FULL-TIME
DEPARTMENT OF PUBLIC WORKS LABORER AT AN ANNUAL SALARY OF
\$43,000.00 IN ACCORDANCE WITH THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL 97 COLLECTIVE BARGAINING AGREEMENT**

WHEREAS, the Borough of Englewood Cliffs Department of Public Works has a vacancy for the position of Full-Time Department of Public Works Laborer; and

WHEREAS, the Superintendent of Public Works has recommended the appointment of Edward Brockington to fill the position; and

WHEREAS, the appointment shall be made in accordance with the terms and conditions set forth in the Collective Bargaining Agreement between the Borough of Englewood Cliffs and the International Brotherhood of Teamsters Local 97 representing Department of Public Works employees.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Englewood Cliffs, County of Bergen, State of New Jersey, that Edward Brockington is hereby appointed as Full-Time Department of Public Works Laborer at an annual starting salary of \$43,000.00.

BE IT FURTHER RESOLVED that compensation, benefits, and all terms and conditions of employment shall be governed by the applicable Collective Bargaining Agreement between the Borough of Englewood Cliffs and the International Brotherhood of Teamsters Local 97.

BE IT FURTHER RESOLVED that the Chief Financial Officer hereby certifies that sufficient funds are available for this position in the 2026 Municipal Budget under line-item appropriation Streets and Roads - Salaries and Wages: 6-01-26-290-100.

BE IT FURTHER RESOLVED that the Borough Administrator, Superintendent of Public Works, and Chief Financial Officer are authorized to take all actions necessary to implement this Resolution.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be placed in the official personnel files of the Borough.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY

RESOLUTION
RESOLUTION NO. 2026-178

TITLE: RESOLUTION ACCEPTING THE RESIGNATION OF JORDAN PEREZ AS PART-TIME LABORER FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, Jordan Perez submitted a letter confirming his resignation from his position as a Part-Time Laborer with the Department of Public Works, noting that he had already separated from his employment and providing the letter for the Borough's records; and

WHEREAS, the Mayor and Council wish to formally accept Mr. Perez's resignation and thank him for his service to the Borough.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Englewood Cliffs, County of Bergen, State of New Jersey, that the resignation of Jordan Perez as Part-Time Laborer for the Department of Public Works is hereby accepted.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be placed in the official personnel file of the Borough.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

Dear Mark Neville,

Please accept this letter as formal confirmation of my resignation from my position with the Department of Public Works. As you know, I have already separated from my position, and this letter is being provided for your records.

I appreciate the opportunity to have worked with the department and am grateful for the experience I gained during my time there. I wish you and the team all the best moving forward.

Sincerely,

Jordan Perez

COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY

RESOLUTION
RESOLUTION NO. 2026-179

TITLE: RESOLUTION APPOINTING GABRIEL MENA AS PART-TIME LABORER FOR THE ENGLEWOOD CLIFFS DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Department of Public Works requires additional staffing support to maintain essential municipal operations and services; and

WHEREAS, the Superintendent of Public Works and the Borough Administrator recommend the appointment of **Gabriel Mena** as a **part-time laborer** to assist with departmental needs; and

WHEREAS, Gabriel Mena shall be employed as a part-time laborer not to exceed **25 hours per week** at an **hourly rate of \$20.00**, subject to all applicable Borough policies and procedures.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Englewood Cliffs, County of Bergen, State of New Jersey, that **Gabriel Mena** is hereby appointed as a **part-time laborer** in the Department of Public Works at an hourly rate of **\$20.00**, not to exceed **25 hours per week**, effective immediately or as otherwise authorized by the Borough Administrator; and

BE IT FURTHER RESOLVED that the Chief Financial Officer has certified that funds are available for this appointment in the line-item appropriation Streets and Roads - Salaries and Wages: 6-01-26-29-100

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk



BOROUGH OF

Englewood Cliffs

NEW JERSEY

**PAYMENT OF
VOUCHERS –
JULY 2026 BILLS LIST**

COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY

RESOLUTION
RESOLUTION NO. 2026-180

TITLE: RESOLUTION AUTHORIZING PAYMENT OF VOUCHERS –JULY 2026 BILLS LIST

WHEREAS, claims have been submitted to the Borough of Englewood Cliffs in the following amounts under various funds of the borough:

Current Fund Appropriations	792,343.57
Escrow Trust	87,269.28
Capital	54,792.25
Animal Trust	4.20
Grant Fund	2,939.29
School Tax	2,668,264.68
Salaries & Wages (06-05-2026)	335,169.20
Salaries & Wages (06-19-2026)	309,971.52
Health Benefits Active (June)	160,794.38
Health Benefits Retires (June)	83,981.43
TOTAL	\$4,495,529.80

WHEREAS, above claims have been listed and summarized in the attached Bills List Report, and the corresponding vouchers have been reviewed and approved by the department head, council liaison, finance committee, and/or the chief financial officer; and

WHEREAS, the Chief Financial Officer has determined that the funds have been properly appropriated for such purposes and are available in the Borough of Englewood Cliffs, and that the claims specified on the schedule attached hereto, following examination and approval by the finance committee, be paid and checks issued; accordingly, and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Englewood Cliffs that the claims totaling **\$4,495,529.80** and ratified respectively.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

Ranges				Item Status		Purchase Types		Misc			
Range: 5 to 6zzzzzzzzzzzzzzzzzz Rcvd Batch Id Range: First to Last Received Date Range: 06/25/26 to 12/31/26				Open: N Void: N Paid: N Held: N Aprv: Y Rcvd: N		Bid: Y State: Y Other: Y Exempt: Y		P.O. Type: All Format: Detail without Line Item Notes Include Non-Budgeted: Y Vendors: All Department Page Break: No Subtotal CAFR: No Subtotal Department: No			
Budget Account				Description							
P.O. Id	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
6-01-20-100-207			Administration Postage & Copier Leases								
26-00169	4	QUADI005	QUADIIENT, INC.	JULY-OCT POSTAGE LEASE	\$478.56	A	05/13/26	06/25/26		Q2402004	B
6-01-22-195-206			Construction Code Software Maint Support								
26-00182	6	USBAN010	U.S. BANK NATIONAL ASSOCIATION	JULY CONST.CODE SCAN LEASE	\$423.87	A	05/19/26	06/25/26		583875042	B
6-01-23-220-202			Employee Dental Benefits								
26-00177	8	DELTA005	DELTA DENTAL PLAN OF N.J.	JULY EMPLOYEE DENTAL INSURANCE	\$6,195.20	A	05/14/26	06/25/26		PM1294421	B
6-01-23-220-203			Employee Life Insurance								
26-00179	4	THEGU005	THE GUARDIAN	Q3 EMPLOYEE LIFE INSURANCE	\$3,270.57	A	03/23/26	06/25/26		Q3-004276	B
6-01-25-240-201			Police Office Operations								
26-00154	11	STAPL005	STAPLES CORP.	MAY POLICE OFFICE SUPPLIES	99.81-	A	04/28/26	06/25/26		6065467857	B
26-00154	12	STAPL005	STAPLES CORP.	MAY POLICE OFFICE SUPPLIES	\$191.76	A	04/28/26	06/25/26		6064251255	B
26-00154	13	STAPL005	STAPLES CORP.	MAY POLICE OFFICE SUPPLIES	\$99.81	A	06/03/26	06/25/26		6064682400	B
26-00154	14	STAPL005	STAPLES CORP.	MAY POLICE OFFICE SUPPLIES	\$96.28	A	06/03/26	06/25/26		6064186554	B
26-00154	15	STAPL005	STAPLES CORP.	MAY POLICE OFFICE SUPPLIES	\$294.70	A	06/03/26	06/25/26		6063335332	B
					\$582.74						
6-01-25-240-202			Police Professional Development								
26-00497	1	STATE050	STATE OF NJ-DEPT LAW & PUBLIC	POLICE OFFICERS LICENSE	\$500.00	A	06/05/26	06/25/26		11607/SULLIVAN	
26-00497	2	STATE050	STATE OF NJ-DEPT LAW & PUBLIC	POLICE OFFICERS LICENSE	\$500.00	A	06/05/26	06/25/26		11607/LYON	
					\$1,000.00						

Englewood Cliffs Borough
Purchase Order Listing By Budget Account

06/25/2026

12:20 PM

Budget Account		Description									
P.O. Id	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
6-01-26-290-207			Streets Roads Drainage & Stormwater Mgmt								
26-00507	1	TREAS015	TREASURER STATE OF NEW JERSEY	ENVIRONMENTAL REGULATION-NJDES	\$2,000.00	A	06/12/26	06/25/26		260461870	
6-01-26-310-203			Buildings Grounds Professional Services								
26-00101	7	APLPD005	APLPD HOLDCO INC.	JUNE DPW POD STORAGE RENTAL	\$408.00	A	05/14/26	06/25/26		PODS011915459	B
6-01-28-375-201			Parks Playgrounds Office Operations								
26-00516	1	STAPL005	STAPLES CORP.	CLEAR BAGS FOR FLAGS	\$149.58	A	06/16/26	06/25/26		8065766732	
6-01-31-430-201			Electricity & Gas								
26-00133	8	PSEG0005	P S E & G	MAR-MAY BOROUGH ELECTRIC & GAS	\$341.08	A	06/04/26	06/25/26		72111222107	B
6-01-31-435-201			Street Lighting								
26-00132	6	PSEG0005	P S E & G	MAY BOROUGH STREET LIGHTING	\$13,207.09	A	05/26/26	06/25/26		7216020901	B
6-01-31-440-203			Internet & Television								
26-00122	10	TIMEW005	SPECTRUM ENTERPRISE	JUNE BORO INTERNET & TV SVC	\$242.81	A	05/13/26	06/25/26		241657001050126	B
26-00122	11	TIMEW005	SPECTRUM ENTERPRISE	JUNE BORO INTERNET & TV SVC	\$755.37	A	06/16/26	06/25/26		153901801060726	B
					\$998.18						
Fund Total:					\$29,054.67						
Year Total:					\$29,054.67						

Total Charged Lines: 18 Total List Amount: \$29,054.67 Total Void Amount: \$0.00

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	6-01	\$29,054.67	\$0.00	\$0.00	\$29,054.67
Total Of All Funds:		\$29,054.67	\$0.00	\$0.00	\$29,054.67

July 6, 2026
12:15 PM

Englewood Cliffs Borough
Purchase Order Listing By Budget Account

Page No: 1

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Detail without Line Item Notes Held: N Aprv: N Rcvd: Y
Range: 5-First to 6-zz-zz-zzz-zzz Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/26 Include Non-Budgeted: Y
Vendors: All
Department Page Break: No Subtotal CAFR: No Subtotal Department: No

Account	Description		Item Description	Amount	Stat/Chk	First	Rcvd	Chk/Void		PO
P.O. Id	Item	Vendor				Enc	Date	Date	Invoice	Type
6-01-20-100-201			Administration Office Operations							
26-00130	10	WBMAS005	W.B. MASON CO. INC	JUNE BOROUGH WATER SERVICE	198.07	R	06/03/26	07/06/26	VARIOUS	B
26-00526	1	FORTL005	FORT LEE PIZZA LLC	LUNCH FOR STAFF-WCUP PREP	54.13	R	06/18/26	07/06/26	#35	
26-00529	1	DESIG005	DESIGN N STITCH, INC.	POLO SHIRTS FOR WATCH PARTY	562.00	R	06/22/26	07/06/26	64135	
26-00544	1	ENGLE030	ENGLEWOOD FLORIST, INC.	MEMORIAL DAY WREATHS	700.00	R	06/30/26	07/06/26	02257777	
					1,514.20					
6-01-20-100-203			Administration Professional Services							
26-00176	7	CONCO005	CONCORD MUNICIPAL CONSULT.LLC	JUNE CONSULTING SERVICES	2,881.13	R	06/04/26	07/06/26	06-2026	B
26-00180	8	MILLE005	MILLENNIUM STRATEGIES, LLC	FEMA ASSIST FIREFIGHTERS GRANT	3,750.00	R	06/03/26	07/06/26	21309	B
26-00181	8	THECA005	THE CANNING GROUP, LLC	JULY QPA SERVICES	833.33	R	05/29/26	07/06/26	ENGLE 2026-07	B
26-00494	2	MANDA005	MANDAYAM, NARAYAN	EXPERT WITNESS ANALYSIS-CELL T	7,000.00	R	07/02/26	07/02/26	07/01/2026	
					14,464.46					
6-01-20-100-206			Administration Software Maint Support							
26-00510	1	GENER020	GENERAL CODE	CODE ANALYSIS SUPPLEMENT #5	5,155.00	R	06/12/26	07/06/26	PG000047178	
26-00542	1	GENER020	GENERAL CODE	CODE ANALYSIS SUPP. 4.2	1,190.00	R	06/30/26	07/06/26	PG000045483	
					6,345.00					
6-01-20-100-207			Administration Postage & Copier Leases							
26-00183	7	KONIC005	KONICA MINOLTA BUSINESS INC.	JULY BOROUGH COPIER LEASE	1,288.69	R	06/08/26	07/06/26	49428094	B
6-01-20-100-211			Administration Municipal Elections							
26-00501	1	FORTL005	FORT LEE PIZZA LLC	ELECTION DAY FOOD & BEVERAGES	76.80	R	06/08/26	07/06/26	#6	
26-00501	2	FORTL005	FORT LEE PIZZA LLC	ELECTION DAY FOOD & BEVERAGES	95.75	R	06/08/26	07/06/26	#5	
26-00501	3	FORTL005	FORT LEE PIZZA LLC	ELECTION DAY FOOD & BEVERAGES	96.20	R	06/08/26	07/06/26	#78	
26-00501	4	FORTL005	FORT LEE PIZZA LLC	ELECTION DAY FOOD & BEVERAGES	95.75	R	06/08/26	07/06/26	#4	
26-00501	5	FORTL005	FORT LEE PIZZA LLC	ELECTION DAY FOOD & BEVERAGES	96.20	R	06/08/26	07/06/26	#86	
					460.70					

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P.O. Id Item Vendor						Enc Date	Date	Date Invoice	Type	
6-01-20-100-213 Administration Legal Advertisement										
26-00170	7	NOJER005	USA TODAY MEDIA CORP	JUNE LEGAL ADVERTISEMENTS	106.64	R	06/03/26	07/06/26	0007758033	B
26-00171	11	NJADV005	NJ ADVANCE MEDIA LLC	JUNE LEGAL ADVERTISEMENTS	311.25	R	06/03/26	07/06/26	4185628	B
					417.89					
6-01-20-130-202 Financial Admin Professional Development										
26-00536	1	INSTI005	INSTITUTE FOR PROF.DEVELOPMENT CONTINUING ED-R BUSA		50.00	R	06/26/26	07/06/26	7126/RBUSA	
26-00536	2	INSTI005	INSTITUTE FOR PROF.DEVELOPMENT CONTINUING ED-R BUSA		50.00	R	06/26/26	07/06/26	7826/RBUSA	
					100.00					
6-01-20-130-203 Financial Admin Professional Services										
26-00547	1	PKFOC005	PKF' O'CONNOR DAVIES, LLP	FINANCIAL AUDIT YEAR END 2025	30,000.00	R	07/02/26	07/02/26	2025 AUDIT	
6-01-20-140-201 Information Technology										
26-00173	8	QUIKT005	QUIKTEKS, LLC	JULY IT SERVICES	3,300.00	R	06/01/26	07/06/26	MSP-42637	B
6-01-20-145-201 Tax Collection Office Operations										
26-00525	1	PETTY005	PETTY CASH	PETTY CASH REPLENISHMENT	253.10	R	06/18/26	07/06/26	6/15/2026	
6-01-20-150-203 Tax Assessment Professional Services										
26-00512	1	INTEG005	INTEGRA REALTY RESOURCES-	COMMERCIAL APPRAISALS	14,152.50	R	06/12/26	07/06/26	INV0119968	
26-00557	1	MCNER005	MCNERNEY & ASSOCIATES, INC.	JUNE APPRAISALS-VARIOUS	4,050.00	R	07/06/26	07/06/26	2026-165	
					18,202.50					
6-01-20-155-201 Legal Services General & COAH										
26-00041	7	BRUNO005	BRUNO AND FERRARO	JUN LEGAL SERVICES	10,000.00	R	06/03/26	07/02/26	JUN 2026	B
26-00042	13	KINGM005	KING, MOENCH, HIRNIAK & MEHTA	MAY LEGAL SERVICES	1,036.41	R	05/19/26	07/02/26	96783	B
26-00042	14	KINGM005	KING, MOENCH, HIRNIAK & MEHTA	MAY LEGAL SERVICES MURA	175.00	R	07/02/26	07/02/26	96782	B
26-00042	15	KINGM005	KING, MOENCH, HIRNIAK & MEHTA	MAY LEGAL SERVICES MG / HUDSON	682.50	R	07/02/26	07/02/26	96781	B
26-00045	6	HUNTI005	HUNTINGTON BAILEY, LLP	MAY LEGAL SERVICES TAX APPEAL	6,685.39	R	05/19/26	07/02/26	45022	B
					18,579.30					
6-01-20-165-201 Engineering Servies General										
26-00047	6	FASTE005	FASTECH CONSULTING LLC	JUN ENGINEERING SERVICES	2,750.00	R	06/08/26	07/02/26	202607353	B
6-01-23-220-201 Employee Health Benefits Active										
26-00185	9	EBEMP005	EB EMPLOYEE SOLUTIONS LLC	JUNE EMPLOYEE DIFF CARD	1,427.25	R	02/11/26	07/06/26	154760	B

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6-01-23-220-203	Employee Life Insurance						
26-00178 8 RELIA010 RELIANCE STANDARD	JULY FD LIFE INSURANCE	550.62	R	06/02/26	07/06/26	GL163790/JUL 26	B
6-01-25-240-202	Police Professional Development						
26-00491 1 TARGE005 TARGET SOLUTIONS LEARNING,LLC	GUARDIAN TRACKING	2,176.20	R	06/01/26	07/06/26	INV 140826	
26-00524 1 IACPM005 IACP - MEMBERSHIP	CHIEF HENKELMAN MEMBERSHIP REN	875.00	R	06/16/26	07/06/26	0482840	
		3,051.20					
6-01-25-240-204	Police Equipment Purchase & Maintenance						
26-00152 7 AGLIN005 AGL INHALATION THERAPY CO.INC.	MAY POLICE MEDICAL OXYGEN	151.71	R	05/05/26	07/06/26	0010211414	B
26-00168 3 QUADI010 QUADIENT FINANCE USA INC	JULY BOROUGH POSTAGE	1,002.20	R	05/15/26	07/06/26	180273180462001	B
26-00467 1 VERAL005 V.E. RALPH & SON, INC.	EMT SUPPLIES	203.80	R	05/19/26	07/06/26	496800	
		1,357.71					
6-01-25-240-205	Police Vehicle Maintenance						
26-00157 6 CLIFF010 CLIFF'S EDGE AUTOMOTIVE, INC.	MAY VEHICLE MAINTENANCE	1,308.65	R	05/20/26	07/06/26	1049	B
26-00157 7 CLIFF010 CLIFF'S EDGE AUTOMOTIVE, INC.	MAY VEHICLE MAINTENANCE	390.23	R	06/01/26	07/06/26	1045	B
26-00157 8 CLIFF010 CLIFF'S EDGE AUTOMOTIVE, INC.	MAY VEHICLE MAINTENANCE	1,182.58	R	06/01/26	07/06/26	1048	B
26-00157 9 CLIFF010 CLIFF'S EDGE AUTOMOTIVE, INC.	JUN VEHICLE MAINTENANCE	147.95	R	06/01/26	07/06/26	1064	B
26-00157 10 CLIFF010 CLIFF'S EDGE AUTOMOTIVE, INC.	JUN VEHICLE MAINTENANCE	147.95	R	06/03/26	07/06/26	1066	B
26-00157 11 CLIFF010 CLIFF'S EDGE AUTOMOTIVE, INC.	JUN VEHICLE MAINTENANCE	147.95	R	06/05/26	07/06/26	1074	B
26-00157 12 CLIFF010 CLIFF'S EDGE AUTOMOTIVE, INC.	JUN VEHICLE MAINTENANCE	267.84	R	06/12/26	07/06/26	1083	B
26-00157 13 CLIFF010 CLIFF'S EDGE AUTOMOTIVE, INC.	JUN VEHICLE MAINTENANCE	118.13	R	06/18/26	07/06/26	1082	B
26-00157 14 CLIFF010 CLIFF'S EDGE AUTOMOTIVE, INC.	JUN VEHICLE MAINTENANCE	1,355.83	R	06/18/26	07/06/26	1080	B
26-00157 15 CLIFF010 CLIFF'S EDGE AUTOMOTIVE, INC.	JUN VEHICLE MAINTENANCE	328.43	R	06/18/26	07/06/26	1088	B
		5,395.54					
6-01-25-240-207	Police Fixed Costs & Lease Agreements						
26-00156 9 GOOSE005 GOOSETOWN COMMUNICATIONS.	JULY POLICE NETWORK EQUIPMENT	670.00	R	06/01/26	07/06/26	185822	B
6-01-25-255-201	Fire Office Operations						
26-00517 1 NIKOW005 NIKOW, ANDREW	REIMB.FOOD FOR FD	202.27	R	06/16/26	07/06/26	06/13/2026	
26-00530 1 NIKOW005 NIKOW, ANDREW	REIMB. FOOD FOR FD	130.40	R	06/23/26	07/06/26	35	
		332.67					
6-01-25-255-204	Fire Equipment Purchase & Maintenance						
26-00466 1 FIREF010 FIREFLOW SERVICES INC.	2026 ANNUAL HOSE TESTING	5,650.25	R	05/19/26	07/06/26	7268	

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6-01-26-290-202 Streets Roads Professional Development										
26-00511	1 TARAB005	TARABOCCHIA, NICK	REIMB. STORMWATER CLASS/BOOKS	134.00	R	06/12/26	07/06/26		962734	
26-00511	2 TARAB005	TARABOCCHIA, NICK	REIMB. STORMWATER CLASS/BOOKS	850.00	R	06/12/26	07/06/26		E00901WA26	
				984.00						
6-01-26-290-203 Streets Roads Professional Services										
26-00131	12 UNIF005	UNIFIRST CORPORATION	JUNE DPW UNIFORM CLEANING	1,559.70	R	06/04/26	07/06/26		2566274	B
26-00502	1 NJLEA005	NJ LEAGUE OF MUNICIPALITIES	EMPLOYMENT AD-DPW LABORER	260.00	R	06/10/26	07/06/26		SD24504	
				1,819.70						
6-01-26-290-204 Streets Roads Equipment Purch & Maint.										
26-00105	8 FAIRF005	FAIRFIELD MAINTENANCE, INC.	JUNE DPW GAS TANK MAINT/INSP.	387.00	R	05/18/26	07/06/26		462093	B
26-00498	1 HERIT005	HERITAGE LANDSCAPE SUPPLY GRP	LANDSCAPE TOOLS/SUPPLIES	37.34	R	06/05/26	07/06/26		0026905733-001	
26-00498	2 HERIT005	HERITAGE LANDSCAPE SUPPLY GRP	LANDSCAPE TOOLS/SUPPLIES	18.52	R	06/05/26	07/06/26		0026905733-003	
26-00498	3 HERIT005	HERITAGE LANDSCAPE SUPPLY GRP	LANDSCAPE TOOLS/SUPPLIES	13.34	R	06/05/26	07/06/26		0027016940-001	
26-00498	4 HERIT005	HERITAGE LANDSCAPE SUPPLY GRP	LANDSCAPE TOOLS/SUPPLIES	120.75	R	06/05/26	07/06/26		0027025127-001	
26-00515	1 ALLMA005	ALL MAINTENANCE PRODUCTS, INC	DPW SUPPLIES	1,577.00	R	06/16/26	07/06/26		153985	
				2,153.95						
6-01-26-290-205 Streets Roads Vehicle Maintenance										
26-00100	17 46TRU005	46 TRUCK REPAIR, INC	JUNE DPW VEHICLE REPAIRS	2,160.00	R	05/04/26	07/06/26		63420/LABOR	B
26-00100	18 46TRU005	46 TRUCK REPAIR, INC	JUNE DPW VEHICLE REPAIRS	2,205.24	R	06/30/26	07/06/26		63420/PARTS	B
26-00103	4 CCTIR005	C & C TIRE, INC.	JUN DPW TRUCK TIRES & INSTALL	2,792.00	R	05/04/26	07/06/26		114138	B
26-00119	3 SANIT005	SANITATION EQUIPMENT CORP.	JUN TRUCK MAINTENANCE & PARTS	199.72	R	06/03/26	07/06/26		69730	B
26-00127	16 UNITE005	UNITED MOTOR PARTS, INC.	JUNE AUTO PARTS SUPPLIES	914.74	R	05/04/26	07/06/26		MULTIPLE	B
26-00543	1 CLIFF005	CLIFFSIDE BODY CORP.	REPAIR #9 MG77286	1,971.00	R	06/30/26	07/06/26		W 41064	
				10,242.70						
6-01-26-290-206 Streets Roads Shop Supplies										
26-00109	8 HOMED005	HOME DEPOT CREDIT SERVICES INC	JUNE DPW MATERIALS & SUPPLIES	630.40	R	06/03/26	07/06/26		3024531	B
26-00109	9 HOMED005	HOME DEPOT CREDIT SERVICES INC	JUNE DPW MATERIALS & SUPPLIES	368.42	R	06/30/26	07/06/26		2882709	B
				998.82						
6-01-26-290-209 Streets Roads Compost Site & Recycling										
26-00113	8 ORGAN005	ORGANIC RECYCLING, INC.-NY	JUNE COMPACTED MIXED LOAD	930.00	R	06/03/26	07/06/26		334840	B
26-00113	9 ORGAN005	ORGANIC RECYCLING, INC.-NY	JUNE COMPACTED MIXED LOAD	949.75	R	07/01/26	07/06/26		335836	B
26-00113	10 ORGAN005	ORGANIC RECYCLING, INC.-NY	JUNE COMPACTED MIXED LOAD	949.75	R	07/01/26	07/06/26		338723	B

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6-01-26-290-209	Streets Roads Compost Site & Recycling Continued						
26-00113 11 ORGAN005 ORGANIC RECYCLING, INC.-NY	JUNE COMPACTED MIXED LOAD	949.75	R	07/01/26	07/06/26	339538	B
		3,779.25					
6-01-26-310-201	Buildings Grounds Office Operations						
26-00123 4 STAPL005 STAPLES CORP.	DPW OFFICE SUPPLIES	28.20	R	04/21/26	07/06/26	6065766733	B
26-00123 5 STAPL005 STAPLES CORP.	DPW OFFICE SUPPLIES	38.04	R	06/24/26	07/06/26	6065766734	B
26-00123 6 STAPL005 STAPLES CORP.	DPW OFFICE SUPPLIES	61.49	R	06/24/26	07/06/26	6065930763	B
26-00123 7 STAPL005 STAPLES CORP.	DPW OFFICE SUPPLIES	98.64	R	06/24/26	07/06/26	6066387089	B
26-00499 1 GATES005 GATES FLAG & BANNER INC.	USA FLAGS	2,520.00	R	06/08/26	07/06/26	156297	
26-00499 2 GATES005 GATES FLAG & BANNER INC.	USA FLAGS	1,620.36	R	06/15/26	07/06/26	227262	
26-00499 3 GATES005 GATES FLAG & BANNER INC.	USA FLAGS	1,459.34	R	06/15/26	07/06/26		
		5,826.07					
6-01-26-310-203	Buildings Grounds Professional Services						
26-00104 7 TRIST005 EXCEL PEST SERVICES	JUNE DPW PEST CONTROL SERVICE	252.00	R	05/22/26	07/06/26	2232424	B
26-00110 13 IMCLE005 I-M CLEANING, INC	JUNE JANITORIAL SERVICES	3,416.67	R	05/29/26	07/06/26	10288	B
26-00140 2 JCWIN010 JCW, INC..	MAY FIELD MAINTENANCE	1,757.50	R	05/14/26	07/06/26	4817	B
26-00456 1 GARDE020 GARDEN STATE ENVIRONMENTAL,INC	CROSS CONTAMINATION TEST	2,662.50	R	05/12/26	07/06/26	18359	
26-00483 1 GARDE020 GARDEN STATE ENVIRONMENTAL,INC	ASBESTOS CONSULT.& TESTING	1,931.44	R	05/22/26	07/06/26	18358	
		10,020.11					
6-01-26-311-206	Sewer System Pump & Line Maintenance						
26-00116 10 RAPID005 RAPID PUMP AND METER CO, INC.	QUARTERLY PUMP INSPECTIONS	750.00	R	06/03/26	07/06/26	21946	B
26-00116 11 RAPID005 RAPID PUMP AND METER CO, INC.	ROBERTS RD PUMP STATION	1,987.32	R	06/29/26	07/06/26	25026	B
		2,737.32					
6-01-27-330-203	Health Professional Services						
26-00191 3 TREAS010 TREASURER STATE OF N.J.	2026-02 MARRIAGE LICENSES	125.00	R	04/02/26	07/06/26	Q2 2026	B
6-01-27-330-207	Health Regional Health Commission						
26-00193 3 MIDBE015 MID BERGEN REGIONAL HLTH.COMM.	2026-2 REG HEALTH SVC-NURSING	1,837.00	R	04/01/26	07/06/26	26-HE Q2-48	B
26-00194 3 MIDBE005 MID-BERGEN REG. HEALTH COMM.	2026-02 REGIONAL HEALTH SVC	8,412.00	R	04/01/26	07/06/26	2026 Q2-38	B
		10,249.00					
6-01-27-360-201	Senior Citizens Office Operations						
26-00518 1 ENGLE005 ENGLEWOOD CLIFFS SENIORS	JULY-DEC SR. CITIZENS STIPEND	6,500.00	R	06/16/26	07/06/26	JULY-DEC 2026	

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6-01-28-375-201	Parks Playgrounds Office Operations								
26-00508 1 ORIEN005	ORIENTAL TRADING CO.INC	CAMP ART SUPPLIES	617.59	R	06/12/26	07/06/26		742510087	
26-00509 1 SSWOR005	S & S WORLDWIDE, INC.	CAMP SUPPLIES	612.50	R	06/12/26	07/06/26		6/9/2026	
			1,230.09						
6-01-28-375-203	Parks Playgrounds Professional Services								
26-00161 7 ENGLE010	ENGLEWOOD CLIFFS BD OF EDUCAT.	MAY GYM USE & CUSTODIAN	2,127.53	R	05/12/26	07/06/26		260601	B
26-00428 1 NEWY005	NEW YORK BOULDERS	CAMP TRIP-BOULDERS BASEBALL	1,120.00	R	04/23/26	07/06/26		7/2026	
26-00428 2 NEWY005	NEW YORK BOULDERS	CAMP TRIP-BOULDERS BASEBALL	1,000.00	R	04/23/26	07/06/26			
26-00474 1 TAIHS005	TAI-HSIANG PENG	TAI CHI CLASSES	1,200.00	R	05/20/26	07/06/26		002	
26-00488 1 PALIS010	PALISADES PARK SWIM CLUB	CAMP-PAL PK SWIM CLUB	1,670.00	R	05/29/26	07/06/26		7/1-7/15/26	
26-00493 1 ESSEX015	ESSEX CTY TURTLE BACK ZOO	CAMP TRIP-TURTLE BACK ZOO	1,734.00	R	06/01/26	07/06/26		77089721	
26-00519 1 THESU005	THE SUMMIT CLIMBING GYM, LLC	CAMP TRIP-CLIMBING GYM	1,125.00	R	06/16/26	07/06/26		042126	
26-00520 1 HUMDI005	HUMDINGERS LLC	CAMP TRIP-HUMDINGERS	2,799.20	R	06/16/26	07/06/26		7/23/2026	
26-00521 1 PAINT005	PAINT ZONE LLC	CAMP TRIP-PAINT ZONE	2,160.00	R	06/16/26	07/06/26		13116	
26-00522 1 NICKN005	NICK NACK PARAMUS LLC	CAMP TRIP-MONSTER MINI GOLF	2,578.00	R	06/16/26	07/06/26		7/8/2026	
26-00523 1 LIBER015	LIBERTY SCIENCE CENTER	CAMP TRIP-LIBERTY SCIENCE CTR	1,800.00	R	06/16/26	07/06/26		7/13/2026	
26-00539 1 FASTP005	FAST PRINT, LLC	COLOR & BW COPIES	2,710.00	R	06/30/26	07/06/26		4194	
26-00540 1 CROWN005	CROWN TROPHY INC.	2026 INSERT MEDALS	321.75	R	06/30/26	07/06/26		RE-60361	
26-00541 1 VOLLE005	VOLLEYBALL VOLLEYBALL CLUB LLC	VOLLEYBALL CLINIC	2,600.00	R	06/30/26	07/06/26		6/9/2026	
26-00553 1 PRISM005	PRISMATIC MAGIC, LLC	2025 CAMP TRIP BALANCE	1,298.00	R	07/06/26	07/06/26		2597983	
			26,243.48						
6-01-30-420-201	Celebration of Public Events								
26-00505 2 VIART005	VIART PRODUCTION LLC	FIFA WATCH PARTY LED & SOUND	5,485.00	R	06/24/26	07/06/26		189	
26-00527 1 JASON010	JASON MAZZER PLUMB. & HEATING	PORTA POTTY'S FOR WATCH PARTY	1,600.00	R	06/22/26	07/06/26		18583	
26-00527 2 JASON010	JASON MAZZER PLUMB. & HEATING	PORTA POTTY'S FOR WATCH PARTY	200.00	R	06/22/26	07/06/26		18583/DELIVERY	
26-00531 1 GATES005	GATES FLAG & BANNER INC.	VARIOUS FLAGS	5,778.00	R	06/24/26	07/06/26		227607	
			13,063.00						
6-01-31-430-201	Electricity & Gas								
26-00133 9 PSEG005	P S E & G	JUNE BOROUGH ELECTRIC & GAS	8,335.97	R	06/09/26	07/06/26		MULTIPLE	B
6-01-31-440-201	Telephone								
26-00136 8 VERIZ005	VERIZON	JUNE PHONE SVS-201-569-2473	96.37	R	05/22/26	07/06/26		957239943000130	B
26-00136 9 VERIZ005	VERIZON	MAY-JUNE PHONE SVCS	293.62	R	06/29/26	07/06/26		6146878905	B
26-00184 9 QUICK005	QUICK COPPER COMMUNICATIONS	JULY PHONE/INTERNET SVC	2,764.01	R	06/04/26	07/06/26		35528	B
			3,154.00						

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6-01-31-440-202 26-00545 1 VERIZ010	Cell Phone VERIZON WIRELESS	PRIOR BALANCES-PHONE SVC	4,059.98	R	06/30/26	07/06/26	6145314211	
6-01-31-445-201 26-00135 18 VEOLIO05	Water Utility VEOLIA WATER NJ	MAY BOROUGH WATER UTILITY	319.76	R	06/05/26	07/06/26	4/30-6/2/2026	B
6-01-31-455-201 26-00166 4 BERGE040	Sewer Bergen County Utilities Authority BERGEN COUNTY UTILITIES AUTH	2026-03 WASTE & SEWER SERVICE	230,142.00	R	04/13/26	07/06/26	5075	B
6-01-31-460-201 26-00125 13 TAYLO010	Vehicle Fuel Gasoline & Diesel TAYLOR OIL COMPANY	MAY TANK RENTAL	200.00	R	05/18/26	07/06/26	S13879	B
26-00125 14 TAYLO010	TAYLOR OIL COMPANY	JUNE DIESEL FUEL	1,137.65	R	06/16/26	07/06/26	220250	B
26-00125 15 TAYLO010	TAYLOR OIL COMPANY	JUNE DIESEL FUEL	860.78	R	06/18/26	07/06/26	226063	B
26-00125 16 TAYLO010	TAYLOR OIL COMPANY	JUNE DIESEL FUEL	591.42	R	06/18/26	07/06/26	238918	B
26-00125 17 TAYLO010	TAYLOR OIL COMPANY	JUNE DIESEL FUEL	3,084.11	R	06/23/26	07/06/26	225940	B
			5,873.96					
6-01-43-490-203 26-00528 1 HONG0005	Municipal Court Professional Services HONG PIL KIM	KOREAN INTERPRETER-6/18/2026	200.00	R	06/22/26	07/06/26	6/18/2026	
	Fund Total:		464,169.24					
	Year Total:		464,169.24					
C-04-25-004-000 25-00046 3 DLSCO005	2025-04: Road Resurfacing & Drainage Imp D.L.S. CONTRACTING, INC	2025 RIVERSIDE COOP RD PAVING	19,698.00	R	07/02/26	07/02/26	641	
C-04-25-009-000 26-00430 1 MONTA010	2025-09: Sewer Improvements Phase I MONTANA CONSTRUCTION CORP. INC	PHASE 0 REPAIRS SPOT LINERS	12,200.00	R	04/23/26	07/06/26	5/22/2026	
26-00430 2 MONTA010	MONTANA CONSTRUCTION CORP. INC	PHASE 0 REPAIRS SPOT LINERS	1,444.50	R	04/23/26	07/06/26	1393	
			13,644.50					
C-04-25-010-008 26-00417 1 PMCAS005	2025-10: DPW Equipment Machinery Vehicle PMC WIRELESS LLC	IN VEHICLE DOCKING STATIONS	9,450.00	R	04/21/26	07/06/26		
26-00417 2 PMCAS005	PMC WIRELESS LLC	IN VEHICLE DOCK ST. INSTALL	11,999.75	R	04/21/26	07/06/26		
			21,449.75					
	Fund Total:		54,792.25					
	Year Total:		54,792.25					

July 6, 2026
12:15 PM

Englewood Cliffs Borough
Purchase Order Listing By Budget Account

Page No: 8

Account	Description				First	Rcvd	Chk/Void		PO
P.O. Id Item Vendor		Item Description	Amount	Stat/Chk	Enc Date	Date	Date	Invoice	Type
G-15- -500-002		Clean Communities Grant							
26-00102 3 ATLAN025 ATLANTIC COAST RECYCLING, LLC	APR DPW RECYCLING DISPOSAL		124.17	R	02/24/26	07/06/26		2116F263	B
G-15- -500-003		Recycling Tonnage Grant							
26-00538 1 PEOPLO05 PEOPLEREADY, INC	ADDITIONAL LABOR		2,815.12	R	06/29/26	07/06/26		29610849	
	Fund Total:		2,939.29						
	Year Total:		2,939.29						
T-12- -500-000		ANIMAL LICENSE TRUST ACCOUNT							
26-00190 6 NJDEP020 NJ DEPT OF HEALTH & SENIOR SVC	JUNE STATE ANIMAL LICENSE FEES		4.20	R	06/03/26	07/06/26		6/1-6/30/2026	B
	Fund Total:		4.20						
	Year Total:		4.20						

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Englewood Cliffs Borough
Purchase Order Listing By Budget Account

Page No: 9

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date Invoice	PO Type
6-01- - -205-000	TAX OVERPAYMENTS							
26-00549 1 SPIOT005 SPIOTTI & ASSOCIATES, P.C.		TAX JUDGE-2023-B303 L26	1,112.48	R	07/02/26	07/06/26	RESO	
26-00549 2 SPIOT005 SPIOTTI & ASSOCIATES, P.C.		TAX JUDGE-2024-B303 L26	1,126.13	R	07/02/26	07/06/26	RESO	
26-00549 3 SPIOT005 SPIOTTI & ASSOCIATES, P.C.		TAX JUDGE-2025-B303 L26	1,135.88	R	07/02/26	07/06/26	RESO	
26-00550 1 SPIOT005 SPIOTTI & ASSOCIATES, P.C.		TAX JUDGE-2023-B120 L2	1,141.00	R	07/02/26	07/06/26	RESO	
26-00551 1 SPIOT005 SPIOTTI & ASSOCIATES, P.C.		TAX JUDGE-2019- B802 L9	1,052.89	R	07/02/26	07/06/26	RESO	
26-00552 1 WEKSL010 WEKSLER, BRUCE & LYNN		TAX JUDGE-2024-B1106 L15	1,821.44	R	07/02/26	07/06/26	RESO	
26-00552 2 WEKSL010 WEKSLER, BRUCE & LYNN		TAX JUDGE-2025-B1106 L15	1,837.20	R	07/02/26	07/06/26	RESO	
26-00556 1 ARCHE010 ARCHER & GREINER, P.C.		TAXJUDGE-B910 L1 COCB1-2024&25	283,166.64	R	07/06/26	07/06/26	RESO	
			292,393.66					
6-01- - -210-000	DUE TO STATE CONSTRUCTION CODE FEES							
26-00546 1 NJDEP005 NJ DEPT. OF COMMUNITY AFFAIRS		2026-02 DCA TRAINING FEES	6,726.00	R	07/01/26	07/06/26	APR-JUNE 2026	
	G/L Total:		299,119.66					
Total Charged Lines:	143	Total List Amount:	821,024.64	Total Void Amount:	0.00			

July 6, 2026
12:15 PM

Englewood Cliffs Borough
Purchase Order Listing By Budget Account

Page No: 10

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	6-01	464,169.24	0.00	299,119.66	763,288.90
	C-04	54,792.25	0.00	0.00	54,792.25
	G-15	2,939.29	0.00	0.00	2,939.29
	T-12	4.20	0.00	0.00	4.20
Total of All Funds:		521,904.98	0.00	299,119.66	821,024.64

Bills List**BOROUGH OF ENGLEWOOD CLIFFS**

Page # 1

07/01/26 10:28:47 AM

ESCROW

<u>Check Date</u>	<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Bank: ESCROW				
07/08/26	21381	FLORENCE MODNE	TREE BOND REFUND	1,000.00
07/08/26	21382	DAWN BORUM SAVAGE	TREE BOND REFUND	2,000.00
07/08/26	21383	18 W. BAYVIEW LLC	STREET OPEN BOND REFUND	1,000.00
07/08/26	21384	18 W. BAYVIEW LLC	TREE BOND REFUND	3,768.80
07/08/26	21385	SINGWU DAVID LAW	BUILDING BOND REFUND	5,000.00
07/08/26	21386	SINGWU DAVID LAW	TREE BOND REFUND	5,000.00
07/08/26	21387	SINGWU DAVID LAW	ENGINEERING ESCROW REFUND	1,108.68
07/08/26	21388	ANAT YARON	TREE BOND REFUND	500.00
07/08/26	21389	GBOLAHAN OKUBADEJO	ENGINEERING ESCROW REFUND	444.22
07/08/26	21390	GBOLAHAN OKUBADEJO	BUILDING BOND REFUND	5,000.00
07/08/26	21391	GBOLAHAN OKUBADEJO	TREE BOND REFUND	7,900.00
07/08/26	21392	GBOLAHAN OKUBADEJO	POOL BOND REFUND	10,000.00
07/08/26	21393	THE LAW FIRM OF NONNA	ENGINEERING ESCROW REFUND	410.87
07/08/26	21394	THE LAW FIRM OF NONNA	BUILDING BOND REFUND	5,000.00
07/08/26	21395	THE LAW FIRM OF NONNA	TREE BOND REFUND	10,600.00
07/08/26	21396	ILAN OHAYON	STREET BOND REFUND	1,000.00
07/08/26	21397	ILAN OHAYON	ENGINEERING ESCROW REFUND	1,630.00
07/08/26	21398	ILAN OHAYON	BUILDING BOND REFUND	5,000.00
07/08/26	21399	RANDALL & RANDALL, LLC	LEGAL INV #13346	1,102.50
07/08/26	21400	COLLIERS ENGINEERING &	ENGINEERING INV #1183905	672.50
07/08/26	21401	COLLIERS ENGINEERING &	ENGINEERING INV #1174773	1,375.00
07/08/26	21402	HARBOR CONSULTANTS, INC	INV #8663, 8817, 8865	10,075.00
07/08/26	21403	HORNER & CANTOR ASSOCIATES	INV #45165, 45187	4,669.21
07/08/26	21404	HODER ASSOCIATES	INV #2948	1,200.00
07/08/26	21405	FASTECH CONSULTING	INV #202606335	500.00
07/08/26	21406	FASTECH CONSULTING	INV #202606336	125.00
07/08/26	21407	FASTECH CONSULTING	INV #20266340	187.50
07/08/26	21408	FASTECH CONSULTING	INV #202606341	125.00
07/08/26	21409	FASTECH CONSULTING	INV #202606342	500.00

Bills List

BOROUGH OF ENGLEWOOD CLIFFS

Page #2

07/01/26 10:28:47 AM

ESCROW				
<u>Check Date</u>	<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
07/08/26	21410	FASTECH CONSULTING	INV #202606343	250.00
07/08/26	21411	FASTECH CONSULTING	INV #202606344	125.00
Bank Total:		ESCROW	87,269.28	

Bills List

BOROUGH OF ENGLEWOOD CLIFFS

07/01/26 10:28:47 AM

Total Bill List: 87 , 269 . 28



BOROUGH OF
Englewood Cliffs
NEW JERSEY

2026 MUNICIPAL BUDGET ITEMS

COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY

RESOLUTION
RESOLUTION NO. 2026-181

TITLE: RESOLUTION AMENDING 2026 CALENDAR YEAR MUNICIPAL BUDGET

WHEREAS the local municipal budget for the year 2026 was approved on 13th day of May 2026; and

WHEREAS the public hearing on the said budget has been held as advertised on 10th day of June 2026; and

WHEREAS it is desired to amend said approved budget.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Englewood Cliffs, County of Bergen, that the following amendments to the approved budget of 2026 be made:

CURRENT FUND – GENERAL APPROPRIATIONS

8(E). Deferred Charges and Statutory Expenditures - Municipal within “CAPS”

Over-expenditures Appropriations 2025	\$ 66,000.00	\$ 65,466.89
Social Security System	\$ 300,000.00	\$ 300,533.11
Total Deferred Charges and Statutory Expenditures –		
Municipal within “CAPS”	\$ 2,124,006.00	\$ 2,124,006.00
H-1: Total General App. Mun Purposes within (CAPS)	\$17,939,326.00	\$17,939,326.00
TOTAL GENERAL APPROPRIATIONS	\$23,925,000.00	\$23,925,000.00

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed forthwith in the Office of the Director of the Division of Local Government Services for certification of the 2026 local municipal budget so amended.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

BOROUGH OF ENGLEWOOD CLIFFS 2026 MUNICIPAL BUDGET

		TAX RATE	RATABLE BASE
TOTAL APPROPRIATIONS 2025	23,563,825.71	2025 TAX POINT	0.4562 \$ 3,580,784,004.00 358,078.40
TOTAL APPROPRIATIONS 2026	23,925,000.00	2026 TAX POINT	0.4528 \$ 3,608,030,500.00 360,803.05
INCREASE (DECREASE)	361,174.29	CHANGE	-0.003 27,246,496.00 0.76%
PERCENTAGE -TOTAL BUDGET	1.53%		
TAX LEVY 2025	16,336,880		
TAX LEVY 2026	16,336,880		
INCREASE / (DECREASE)	0		
PERCENTAGE - TAX LEVY	0.00%		
APPROPRIATION INCREASES & DECREASES			
SALARIES & WAGES	705,443.20		
PENSION / LOSAP / SOCIAL SECURITY	52,450.00		
HEALTH BENEFITS	700,000.00		
OPERATING - DEPARTMENTS	(96,500.00)		
UTILITIES	25,000.00		
SEWER CHARGES BCUA	(57,440.00)		
JOINT INSURANCE FUND	(172,997.00)		
DEFERRED CHARGES	(681,153.91)		
DEBT SERVICE	186,372.00		
CAPITAL IMPROVEMENT FUND	(100,000.00)		
RESERVE FOR TAX APPEALS	(200,000.00)		
RESERVE UNCOLLECTED TAX	0.00		
\$ 361,174.29			
REVENUE INCREASES & DECREASES			
		CURRENT FUND SURPLUS	(900,000.00)
		STATE AID	(72,124.71)
		LOCAL REVENUES	1,204,000.00
		DELINQUENT TAXES	129,299.00
		MUNICIPAL TAX LEVY	0.00
		\$ 361,174.29	\$ 361,174.29

COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY

RESOLUTION
RESOLUTION NO. 2026-182

TITLE: RESOLUTION ADOPTING THE AMENDED MUNICIPAL BUDGET FOR 2026

WHEREAS the Municipal Budget for 2026 was approved by the Mayor and Council on May 13, 2026, and public hearing on the approved budget was held as advertised on June 10, 2026; and

WHEREAS, the Municipal Budget was amended by the Mayor and Council on July 8, 2026 per the recommendation of the New Jersey Division of Local Government Services; and

WHEREAS the Municipal Budget review was completed by the New Jersey Division of Local Government Services as required with all comments and questions answered to by the Chief Financial Officer, and

WHEREAS, the Municipal Budget with the Amendment has been approved for adoption by the New Jersey Division of Local Government Services; and

NOW, THEREFORE, BE IT RESOLVED that the following statement of revenues and appropriations attached hereto constitute the local adopted Municipal Budget of the Borough of Englewood Cliffs, County of Bergen, New Jersey for the year 2026.

Revenue and Appropriation Summaries - Anticipated

Summary of Revenues	2026	2025
1. Surplus	3,000,000.00	3,900,000.00
2. Total Miscellaneous Revenues	4,203,720.00	3,101,995.69
3. Receipts from Delinquent Taxes	384,400.00	255,101.00
4. a) Local Tax for Municipal Purposes	16,336,880.00	16,336,880.00
b) Addition to Local District School Tax		
c) Minimum Library Tax		
Total Amount to be Raised by Taxes for Municipal	16,336,880.00	16,336,880.00
Total General Revenues	23,925,000.00	23,593,976.69
Summary of Appropriations		
1. Operating Expenses: Salaries & Wages	8,268,000.00	7,547,556.80
Other Expenses	9,270,400.00	9,019,487.98
2. Deferred Charges & Other Appropriations	2,124,006.00	2,850,709.91
3. Capital Improvements	0.00	100,000.00
4. Debt Service	3,412,594.00	3,226,222.00
5. Reserve for Uncollected Taxes	850,000.00	850,000.00
Total General Appropriations	23,925,000.00	23,593,976.69

CERTIFICATION

I hereby certify that this resolution, consisting of 2 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

**BOROUGH OF ENGLEWOOD CLIFFS
2026 MUNICIPAL BUDGET**

		TAX RATE	RATABLE BASE
TOTAL APPROPRIATIONS 2025	23,563,825.71	2025 TAX POINT	0.4562 \$ 3,580,784,004.00 358,078.40
TOTAL APPROPRIATIONS 2026	23,925,000.00	2026 TAX POINT	0.4528 \$ 3,608,030,500.00 360,803.05
INCREASE (DECREASE)	361,174.29	CHANGE	-0.003 27,246,496.00 0.76%
PERCENTAGE -TOTAL BUDGET	1.53%		
TAX LEVY 2025	16,336,880		
TAX LEVY 2026	16,336,880		
INCREASE / (DECREASE)	0		
PERCENTAGE - TAX LEVY	0.00%		
APPROPRIATION INCREASES & DECREASES			
SALARIES & WAGES	705,443.20	RESIDENTIAL	
PENSION / LOSAP / SOCIAL SECURITY	52,450.00	Average Assessment (2026)	1,388,803.18
HEALTH BENEFITS	700,000.00	2026 Local Taxes	6,288.39
OPERATING - DEPARTMENTS	(96,500.00)	2025 Local Taxes	6,336.24
UTILITIES	25,000.00	Increase/(Decrease)	\$ (47.85)
SEWER CHARGES BCUA	(57,440.00)	Local Tax / Municipal Only	-0.76%
JOINT INSURANCE FUND	(172,997.00)	COMMERCIAL	
DEFERRED CHARGES	(681,153.91)	Average Assessment (2026)	7,107,086.40
DEBT SERVICE	186,372.00	2026 Local Taxes	32,180.33
CAPITAL IMPROVEMENT FUND	(100,000.00)	2025 Local Taxes	32,425.19
RESERVE FOR TAX APPEALS	(200,000.00)	Increase/(Decrease)	\$ (244.86)
RESERVE UNCOLLECTED TAX	0.00	Local Tax / Municipal Only	-0.76%
	\$ 361,174.29	REVENUE INCREASES & DECREASES	
		CURRENT FUND SURPLUS	(900,000.00)
		STATE AID	(72,124.71)
		LOCAL REVENUES	1,204,000.00
		DELINQUENT TAXES	129,299.00
		MUNICIPAL TAX LEVY	0.00
			\$ 361,174.29



BOROUGH OF
Englewood Cliffs
NEW JERSEY

ORDINANCES

**BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

ORDINANCE NO. 2026-12

**TITLE: AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 17 OF THE
BOROUGH CODE ENTITLED “FIRE PREVENTION”**

WHEREAS, the Governing Body of the Borough of Englewood Cliffs believes it is in the best interest of the Borough to delete Chapter 17 of the Borough Code entitled “FIRE PREVENTION” and to replace it with a new Chapter 17 as set forth herein.

BE IT ORDAINED by the Mayor and Council of Englewood Cliffs, County of Bergen, State of New Jersey, as follows:

Section 1. Chapter 17 of the Borough Code is hereby amended and replaced as follows:

Chapter 17: Fire Prevention

ARTICLE I – Administration

§ 17-1 Local Enforcement

Pursuant to Section 11 of the Uniform Fire Safety Act (PL 1983 c. 383, NJSA 52:27D-192 et seq.) the New Jersey Uniform Fire Code shall be locally enforced in the Borough of Englewood Cliffs.

§ 17-2 Agency Designation

The local enforcing agency shall be the Bureau of Fire Prevention - Borough of Englewood Cliffs.

§ 17-3- Duties

The Fire Prevention Bureau shall enforce the Uniform Fire Safety Act and the codes and regulations adopted under it in all buildings, structures, and premises within the established boundaries of Englewood Cliffs, other than owner occupied one and two family dwellings used

exclusively for dwelling purposes and shall faithfully comply with the requirements of the Uniform Fire Safety Act, the Uniform Fire Safety Code, and this ordinance.

§ 17-4 Life Hazard Occupancies

The Fire Prevention Bureau of the Borough of Englewood Cliffs shall carry out annual inspections of life hazard uses as required by the Uniform Fire Code on behalf of the Commissioner of the Department of Community Affairs.

§ 17-5 Organization

The Fire Prevention Bureau shall be a department within the Borough of Englewood Cliffs and shall be under the direct supervision and control of the Fire Official. All employees of this office shall report to the Fire Official and subsequently the Borough Administrator in accordance with Borough of Englewood Cliffs Code. The office shall consist of the following: one Fire Official, at least one Fire Inspector and Administrative Assistant.

§ 17-6 Appointments and Removals

a. Appointment of the Fire Official

The Fire Official shall be appointed by the governing body of the Borough of Englewood Cliffs according to all applicable State laws and Statutes contained in Subchapter 5:71 of the New Jersey Uniform Fire Code.

b. Fire Inspectors and Employees

Such inspectors and other employees as the Governing Body may deem necessary, after consultation with the Fire Official, as necessary to properly carry out the responsibilities of the bureau. Appointments shall be made by the governing body, in consultation with the Fire Official. Appointments shall be made in accordance with all applicable State laws and Statutes contained in Subchapter 5:71 of the New Jersey Uniform Fire Code.

§ 17-7 Duties of the Fire Official

a. The Fire Official shall be responsible for the operation and administration of the Bureau of Fire Prevention.

- b. The Fire Official shall conduct the operations of the local enforcing agency in accordance with applicable federal, state, and local statutes.
- c. Conduct fire safety inspections, investigate complaints, conduct fire investigations as assigned by the Fire Official and support all functions of the Bureau of Fire Prevention of the Borough of Englewood Cliffs.
- d. Possess and maintain certification as a Fire Official in accordance with N.J.A.C. 5:71 of the New Jersey Uniform Fire Code.
- e. Promptly prepare written reports of any inspections and forward such to all involved parties, including the prompt submission of all reports to the Fire Official.
- f. Be on call within the guidelines established by the Bureau of Fire Prevention
- g. The Fire Official shall prepare an annual audit report for the New Jersey Division of Fire Safety as required under N.J.A.C. 5:71-2.6(a)2(i) detailing the annual activities of the Fire Prevention Bureau.
- h. The Fire Official shall ensure all required annual inspections of designated Life Hazard Uses within the Borough of Englewood Cliffs are completed.
- i. The Fire Official shall attend enhancement seminars as necessary to maintain their certification valid and to stay informed on changing codes and processes.
- j. The Fire Official shall implement, promote and support community-based fire safety education within the Borough of Englewood Cliffs.

§ 17-8 Duties of Fire Inspectors

- a. Appointed Fire Inspectors shall conduct fire safety inspections, investigate complaints, conduct fire investigations assigned by the Fire Official and support all functions of the Bureau of Fire Prevention of the Borough of Englewood Cliffs.
- b. Fire Inspectors shall possess and maintain certification as a Fire Official in accordance with N.J.A.C. 5:71 of the New Jersey Uniform Fire Code.
- c. Fire Inspectors shall promptly prepare written reports of any inspections and forward such to all involved parties, including the prompt submission of all reports to the Fire Official.

d. Fire Inspectors may be required to be on call at the direction of the Fire Official within the guidelines established by the Bureau of Fire Prevention.

e. Fire Inspectors shall attend enhancement seminars as needed to maintain their certifications current and to stay informed of code changes.

f. Fire Inspectors shall assist in the implementation, promotion and support of community-based fire safety education within the Borough of Englewood Cliffs.

§ 17-9 Employee Work Schedule

All employees of the Fire Prevention Bureau shall work a schedule established by the Fire Official in conjunction with and approved by the Borough Administrator.

ARTICLE II – Registrations, Inspections and Fees

§ 17-10 Required Registrations

- a. All owners of all commercial, mixed occupancy, multiple-family and non-owner occupied one- and two-family dwellings shall register with the Bureau of Fire Prevention of the Borough of Englewood Cliffs within thirty (30) days of taking ownership of the property. Any property owner failing to register shall be subject to a penalty of \$150.00.
- b. All new tenants, lessees, or occupants of any commercial occupancy shall register with the Fire Prevention Bureau within thirty (30) days of obtaining a Certificate of Occupancy or Certificate of Continuing Occupancy from the Borough of Englewood Cliffs Building Department. Any tenant, lessees or occupant failing to register shall be subject to a penalty of \$150.00.

§ 17-11 Required Inspections and Fees

The Fire Prevention Bureau shall perform inspections and complaint investigations of all occupancies within the Borough of Englewood Cliffs with the exception of owner occupied one- and two-family dwellings used exclusively for dwelling purposes and apply the regulations of this ordinance and the Uniform Fire Code to the aforementioned facilities.

In addition to the inspections and fees required pursuant to the Uniform Fire Safety Act and the regulations of the Department of Community Affairs the following additional annual facility registration fees shall be collected:

Use Type	Description	Fee
B-1	All buildings and/or occupancies of business use which do not exceed 2,500 square feet:	\$150.00
B-2	All buildings and/or occupancies of business use which are greater than 2,500 square feet but less than 10,000 square feet:	\$300.00
B-3	All buildings and/or occupancies of a business use which are 10,000 square feet or greater but less than 50,000 square feet:	\$750.00
B-4	All buildings and/or occupancies of a business use which are 50,000 square feet or greater:	\$1000.00
F-1	All buildings and/or occupancies of a factory use which do not exceed 5,000 square feet:	\$300.00
F-2	All buildings and/or occupancies of factory use which are greater than 5,000 square feet but less than 10,000 square feet:	\$750.00
F-3	All buildings and/or occupancies of factory use which are 10,000 square feet or greater:	\$1050.00
M-1	All buildings and/or occupancies of mercantile use which do not exceed 2,500 square feet:	\$150.00
M-2	All buildings and/or occupancies of mercantile use which are greater than 2,500 square feet but less than 4,000 square feet:	\$300.00
M-3	All buildings and/or occupancies of mercantile use which are greater than 4,000 square feet but less than 6,000 square feet:	\$450.00
M-4	All buildings and/or occupancies of mercantile use which are greater than 6,000 square feet but less than 8,000 square feet:	\$550.00
M-5	All buildings and/or occupancies of mercantile use which are greater than 8,000 square feet but less than 10,000 square feet:	\$650.00
M-6	All buildings and/or occupancies of mercantile use which are greater than 10,000 square feet but	

	less than 12,001 square feet:	\$750.00
R-1	Residential one & two family non-owner-occupied dwellings:	\$150.00
R-2	Residential Three (3) to ten (10) units:	\$300.00
R-3	Residential Eleven (11) to twenty (20) units:	\$500.00
R-4	Residential Twenty-one (21) to thirty (30) units:	\$600.00
R-5	Residential Thirty-one (31) to forty (40) units:	\$700.00
R-6	Residential Forty-one (41) to fifty (50) units:	\$800.00
R-7	Residential Fifty-one (51) and up: plus \$20.00 per every dwelling unit above fifty (50) units.	\$1000.00
S-1	All buildings and/or occupancies of storage use which do not exceed 5,000 square feet:	\$300.00
S-2	All buildings and/or occupancies of storage use which are greater than 5,000 square feet but less than 10,000 square feet:	\$750.00
S-3	All buildings and/or occupancies of storage use which are 10,000 square feet or greater:	\$1000.00
V-1	All buildings and/or occupancies that are unoccupied/vacant which do not exceed 12,000 square feet:	\$300.00

Registration fees shall be paid on an annual basis within thirty (30) days of notification. Any fee not paid within sixty (60) days of the notification shall incur a late penalty charge equal to the amount of the original fee. An additional penalty charge equal to the original fee shall be incurred for each thirty (30) days past the first sixty (60) days. Failure to pay a penalty and/or register may result in court summons and additional penalties.

All fees collected pursuant to this section shall be paid into the Borough of Englewood Cliffs treasury and shall thereafter be appropriated to the Fire Prevention Bureau for the enforcement of the Uniform Fire Enforcement Act.

§ 17-12 Fire Safety Permits and Fees

All permit application fees shall be set in accordance with N.J.A.C. 5:70-2.9(c). Permit fees may be waived at the discretion of the Fire Official provided that the permit applicant is an approved 501(c)(3) non-profit organization.

The following special inspections and fees are hereby established.

Certificate of Smoke Detector and Carbon Monoxide Alarm compliance:

Requests made more than ten (10) business days prior to inspection:	\$125.00
Requests made four (4) to ten (10) business days prior to inspection:	\$150.00
Requests made fewer than four (4) business days prior to inspection:	\$200.00
Reinspection Fee per occurrence:	\$ 50.00

Penalty for failure to obtain a Certificate of Smoke Detector and Carbon Monoxide Alarm compliance: \$500.00

All fees collected pursuant to this section shall be paid into the Borough of Englewood Cliffs treasury and shall thereafter be appropriated to the Fire Prevention Bureau for the enforcement of the Uniform Fire Enforcement Act.

§ 17-13 Technical Amendments

a. The following technical amendments refer to local amendments, deletions or changes to Subchapter 3, State Fire Prevention Code, including all subsequent revisions and amendments thereto adopted as the State Fire Prevention Code under N.J.A.C. 5:71-2.8(a).

1. No person or persons shall erect, construct, place or maintain any bumps, humps, fences, gates, chains, bars, pipes, wood or metal horses or any other type of obstruction in or on any street, within the boundaries of the municipality. The word 'street', as used in this ordinance, shall mean any roadway accessible to the public for vehicular traffic, including, but not limited to, private streets or access lanes, as well as all public streets and highways within the boundaries of the municipality.
2. If the possibility of unauthorized use after being sealed exists the Fire Official or his designee may affix lockout devices or seals onto the device and/or power source to prevent such use. It shall be a violation of this ordinance for any person(s), agent, or employee to remove, destroy, or otherwise defeat the protective device except for the purpose of conducting authorized repairs. Before the appliance is placed back into service suitable reinspection, including performance demonstration will be

required by the Fire Official. Any expenses associated with such demonstration shall be the responsibility of the appliance owner.

3. When, in the opinion of the Fire Official, a kitchen hood suppression system does not conform to current standards for life and property protection he may order additional devices to increase surface protection, remote manual pull stations, or automatic fuel shut off valves installed.
4. Any person smoking in a building or area posted with a conspicuous no smoking sign may receive a notice immediately without previous verbal or written warning. A penalty of no less than \$100.00 shall be issued.
5. All doors providing access to the rear of any occupancy shall be marked, at the discretion of the Fire Official, with the name of the occupancy and street name and number.
6. No person shall cause, suffer, allow or permit open burning of refuse or plant life, nor conduct a salvage operation with the use of open burning except for the limited purpose of outdoor cooking where done with equipment or fireplace designed for such purpose and in a manner not offensive to persons in the vicinity thereof. A penalty of no less than \$500.00 may be issued without previous verbal or written warning if such action described above occurs.
7. It shall be the responsibility of any contractor, maintainer, or building representative to notify all tenants, occupants, staff, Borough of Englewood Cliffs emergency communications center and the Englewood Cliffs Fire Prevention Bureau prior to performing any tests, repairs, or other work that could cause the activation of, or render any component of any fire protection system out of service. A penalty of no less than \$500.00 may be issued without previous verbal or written warning for failure to make all notifications described above.
8. All new and existing fire alarm systems requiring a code to access system functions such as reset, and silence shall utilize the Borough of Englewood
9. Cliffs fire department identification number "0216". Any system, which requires a code in excess of four digits, shall utilize a code approved by the Fire Official.
10. It shall be a violation for any person, owner, tenant, employee, or agent to reset, deactivate, or reduce the effectiveness of any fire alarm or suppression device prior to the arrival of the Englewood Cliffs Fire Department once the alarm signal has been transmitted. A penalty of no

less than \$500.00 may be issued without previous verbal or written warning if such action described above occurs.

11. All partial area sprinkler systems with a fire department connection shall have a sign located at the Fire Department connection stating the area of protection for that premise.
12. All fire department sprinkler and standpipe connections shall have a red light located a minimum of 5 feet above the connection and be visible from the main street side of the building. The red light shall remain illuminated 24 hours per day. The fixture shall be a pendant style and design approved by the Fire Official and shall consist of a red globe illuminated by a long life white bulb with an average life greater than 3,000 hours and providing no less than 1100 lumens.
13. No person shall operate any fire hydrant without the express written permission of the Fire Official and the water company having jurisdiction. Exception, use by any person employed by the Borough of Englewood Cliffs, water company having jurisdiction or authorized by the water company having jurisdiction for such use. No use shall hinder or reduce the firefighting capability of a fire hydrant. A penalty of no less than \$500.00 may be issued without previous verbal or written warning if such action described above occurs.
14. All building owners and commercial occupants shall complete and submit an emergency contact form approved by the Englewood Cliffs Fire Prevention Bureau.
15. Where, in the opinion of the Fire Official, a potential for repeated violations of aisle or storage requirements exists the person responsible for such storage may be required to maintain permanent durable markings on the floors or walls of such areas to delineate aisles and passageways.

ARTICLE III Fire Lanes and Fire Zones

§ 17-14 **Designation of Fire Zones**

Whenever it is deemed necessary for public safety, the Fire Official of the Borough of Englewood Cliffs Fire Department may order and require the owner or the owner's agent of any property to designate fire zones, driveways, parking areas or other areas necessary for fire department access and operation. Upon issuing such written order, the Fire Official shall, at the same time, require the owner or the owner's agent of such premises to provide, erect and maintain metal signs and permanent markings upon the pavement, designating such location as a

fire zone and that no parking shall be permitted therein. Metal signs and markings shall be of a design and quality approved by the Englewood Cliffs Fire Prevention Bureau.

§ 17-15 Obstruction of Lanes and Zones Prohibited

No person shall at any time park a vehicle or in any other manner obstruct any area that has been designated as a fire zone.

§ 17-16 Violations and Penalties

Anyone violating or failing to otherwise comply with an order of the Fire Prevention Bureau or violating any provision of this article shall be punished by the imposition of one penalty pursuant to and in accordance with the Uniform Fire Code of the State of New Jersey for any such violation. The imposition of any such penalty shall not excuse the violation or failure to comply or permit it to continue, and all such owners or owners' agents shall be required to correct such violations or comply with such order within a reasonable time. In the event, the obstruction is deemed to be an imminent hazard to life or property, the obstruction can be ordered removed. The cost of the removal of said obstruction shall be borne by the owner of the involved property or the person responsible for creating such obstruction and shall be paid within 30 days of receiving written proof of cost of removal. Uncollected monies are subject to collection through the municipal court and the Penalty Collection Act (NJSA 2A:58-1).

§ 17-17 Enforcement

The Englewood Cliffs Fire Prevention Bureau and the Englewood Cliffs Police Department shall have the jurisdiction to enforce the provisions of this article.

ARTICLE IV Fire Watch & Standby

§ 17-18 Fire Watch

- a. **Fire Watch and Protective Stand By**
Whenever a determination is made by the Fire Official that an increased potential of fire, life, or property loss is present at any building, facility, event or property there may be ordered a protective watch to be performed. This watch shall be performed by the Fire Official and/or Fire Inspector from the Englewood Cliffs Fire Prevention Bureau, a member of the Englewood Cliffs Volunteer Fire Department who is a New Jersey State Certified Firefighter, a member of a local, county, state fire prevention agency or municipal fire department approved by the Fire Official. The requirement

for such a watch shall consider the status of occupancy and use, fire protection equipment, structural damage from fire or accident, and the potential for fire, injury or loss of life from all sources.

b. Fire Watch Cost

The cost of a Fire Watch shall be borne by the owner of the involved property or the person responsible for creating such hazard. The following fee schedule shall be enforced:

- i. Per member of the Englewood Cliffs Fire Prevention Bureau an hourly rate equal to 1.5 times their hourly salary or \$50, whichever is greater.
- ii. Per member of the Englewood Cliffs Fire Department an hourly rate of \$50.
- iii. Anyone conducting a fire watch shall be compensated for a minimum of four hours.
- iv. In the event any fire suppression apparatus is required as part of the fire watch, a rate of \$50.00 per fire suppression vehicle per hour.
- v. In the event any fire department vehicle other than suppression apparatus is required as part of the fire watch, a rate of \$35.00 per vehicle per hour.
- vi. In the event manpower and/or fire suppression apparatus are not available from the Borough of Englewood Cliffs, the cost of the fire watch shall be the rate and fees of the municipality providing the manpower and/or apparatus for the fire watch services.
- vii. A 15% administrative fee shall be applied for all fire watches.

The cost of a Fire Watch shall be paid within 30 days of receiving written proof of cost and man-hours. Uncollected monies are subject to collection through the municipal court and the Penalty Collection Act (NJSA 2A:58-1). The decision of the Fire Official shall be final in matters of immediate life safety or property loss.

ARTICLE V Fire Control & Enforcement

§ 17-19 Basic Fire Control and Enforcement Authority

a. Authority of the Fire Official - The Fire Official, or his duly authorized representative, as may be present at the scene of a fire or other emergency endangering life and/or property loss is empowered to direct such fire prevention and investigation operations as may be necessary to ensure prompt and unhindered intervention and operation of the fire department at the scene. The Fire Official may prohibit any person, vehicle, or object from approaching the scene and may remove or cause to be removed any person, vehicle, or object that may impede or interfere with the operations of the fire department, fire prevention bureau or a fire scene investigation.

b. Compliance with Orders - No person shall willfully fail or refuse to comply with any lawful order or direction of the Fire Official or his designee during fire prevention enforcement, investigations or interfere with the compliance attempts of another individual.

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ARTICLE VI Rapid Entry System

§ 17-20 Minimum Criteria

The Fire Prevention Bureau requires the following minimum standards for all rapid-entry systems devices required by this article. Devices that do not meet these criteria will be considered noncompliant. This will be considered as not meeting the terms of this article.

A. Lock and key minimum criteria.

1. Locks must have the ability to be master-keyed to the lock code authorized by the Fire Official and utilized within the Borough of Englewood Cliffs.
2. Lock cylinders must have a listing in accordance with UL 437, Safety Key Locks.
3. System keys must withstand a minimum of 50 inch-pounds of torque when fully inserted.
4. System keys shall be cut using a biaxial pattern similar to a Medco Level 3 or better.
5. Vendors must be able to provide official proof of UL listing.
6. System keys must be able to be secured in an electronic retention device installed in any Englewood Cliffs Fire Prevention Bureau or Englewood Cliffs Fire Department vehicle.

B. Key vault minimum criteria.

1. Key vaults must be listed in accordance with UL 1037, Anti-Theft Devices.
2. Key vault must have a minimum door and wall thickness of 1/4-inch plate steel.
3. Key vaults must have a weatherproof gasket seal of neoprene or better around all openings.
4. Key vaults must have a stainless-steel dust cap or cover over the lock cylinder.

§ 17-21 Security

The Fire Prevention Bureau realizes the need for exceptional security and control over the access to the system master keys. To provide the maximum level of protection, all system keys utilized by the Englewood Cliffs Fire Department will be secured in a locked retention system that will only release the key upon receipt of an encoded numeric PIN that a Englewood Cliffs Volunteer Fire Department Officer or Englewood Cliffs Volunteer Fire Department apparatus driver must enter. All key releases and returns will be logged with the time, date and which firefighter(s) accessed the key.

§ 17-22 Applicability

The requirements of this article shall apply to all new and existing structures other than owner occupied one- and two-family houses used exclusively as residences.

§ 17-23 Installation

The key vault shall be installed in compliance with the following requirements for installation criteria:

- a. Installation cost shall be the sole responsibility of the building owner.
- b. The key vault shall be installed in a prominent and viewable location near the main entrance of the building approved by the Fire Prevention Bureau.
- c. The key vault, when practical, shall be installed approximately five feet above grade and no more than eight feet above grade.
- d. The building owner shall be responsible for installation of the key vault in accordance with the manufacturer's instructions and specifications.
- e. Buildings which (either due to size, design or occupancy) have multiple public entrances shall install the key vault at a location specified by the Fire Prevention Bureau and shall place an approved reflective sticker on all remaining doors, indicating that the premises are equipped with a rapid-entry system. If in the opinion of the Fire Official additional key vaults are required due to size and or occupancy of any said building, space or property, additional key vaults or approved padlocks may be required to be installed.

§ 17-24 Key Vault Contents

- A. In any building with a rapid-access system, the owners and/or occupants shall be required to provide at least the following keys or other access devices. All keys/access devices shall be adequately marked so as to identify their purpose.

1. Main entrance door keys or access device.
2. All exterior door keys.
3. Keys to any utility rooms or areas containing the following controls or shutoffs: gas, electric, boilers/furnaces, water heaters, water, fire alarm systems, fire-suppression system controls, or elevator controls.
4. Any common area halls, laundry facilities, storage areas and roof access doors/scuttles.
5. In subdivided commercial buildings, keys to access the individual areas occupied by various tenants.
6. Any keys or combinations to locks securing fire alarm control panels, fire-suppression controls or utility panels/devices.
7. Fire Department elevator service keys (a minimum of one for each elevator in the building).

B. It shall be the owner's/occupant's responsibility to notify the Englewood Cliffs Fire Prevention Bureau of any changes in keys or additional keys which are placed in the key vault. Penalties may be assessed in the event the box contents are not kept current.

§ 17-25 Key Vault Size

It shall be the owner's responsibility to ensure that the key vault is of an appropriate size to accommodate the number of keys/access devices required for the building. It shall be the responsibility of any building owner with an existing key vault found to be inadequate in size due to the required contents to install an appropriately sized key vault.

§ 17-26 Deadline for Compliance

All existing buildings required to participate in accordance with this article shall comply within 60 days of receiving written notice from the Fire Prevention Bureau. Buildings under construction or renovation shall comply prior to any required fire subcode inspection and buildings shall comply prior to the final building inspection. Penalties may be assessed in the event compliance is not met.

§ 17-27 Enforcement

The provisions of this article shall be enforced by the Englewood Cliffs Fire Prevention Bureau. The Fire Prevention Bureau shall be responsible for serving all notices of violation pursuant to this article as well as collecting any assessed penalties.

§ 17-28 Violations and Penalties

Any building owner not in compliance with the installation requirements of this article within 60 days of being notified of such requirements for installation shall be fined an amount of not less than \$250 and not to exceed \$1,000. An owner/occupant who does not provide the required keys/access devices shall be fined in an amount of \$50 for each day that the appropriate keys/access devices are not provided for installation. An owner/occupant who does not inform the Fire Prevention Bureau of a new lock installation or key/access device change may be subject to a penalty of not less than \$50 and not more than \$500 per occurrence. These penalties may be reassessed for each day the violation continues. These penalties pertain to this article only and do not preclude any additional penalties issued under N.J.A.C. 5:70-1 et seq., or other ordinances of the Borough of Englewood Cliffs. Any penalty assessed shall be paid within 30 days of issue. Unpaid penalties shall be turned over to the Englewood Cliffs Municipal Court pursuant to the penalty collection statutes.

ARTICLE VII OUTDOOR FIRES

§ 17-29 **Definitions**

For the purpose of this article, the following definitions shall apply:

APPROVED CONTAINERS

Shall consist of portable outdoor fireplaces, fire tables, chimineas and patio fireplaces used in accordance with manufacturer's instructions.

APPROVED MATERIALS

Seasoned firewood, kindling wood, manufactured fire logs and fire-starting materials

FIREPLACE

A permanently constructed solid fuel-burning fireplace constructed of steel, concrete, or other non-combustible material with a hearth opening and chimney.

FIRE PIT

A permanently constructed solid fuel-burning device constructed of steel, concrete or other non-combustible having an open design with a fire area no more than 3 feet in diameter and 2 feet in depth

FIREWOOD

Trunks and branches of trees and bushes, but does not include leaves, needles, vines or brush smaller than two inches in diameter.

NUISANCE

Any odor, emission, or event that prevents the reasonable use and enjoyment of one's property.

OUTDOOR FIRE

Any fire outside of any structure where seasoned wood of approved dimensions is burned for pleasure, warmth or similar purpose by the resident.

TREATED LUMBER

Dry wood which has milled and dried and has been treated or combined with any petroleum product, glue, chemical, preservative, adhesive, stain, paint or other substance.

UNTREATED LUMBER

Dry wood which has milled and dried but which has not been treated or combined with any petroleum product, glue, chemical, preservative, adhesive, stain, paint or other substance.

§ 17-30 Regulations

A. For outdoor fires at one- and two-family dwellings, fires shall be maintained in approved containers, fireplaces and fire pits and shall be allowed without a permit provided the regulations contained herein are followed. Outdoor fires at all properties other than one- and two-family dwellings shall be subject to the regulations of the NJ Uniform Fire Code.

B. Outdoor fires shall be limited to a maximum three-foot diameter and two-foot height, and must be contained in a noncombustible chiminea, outdoor fireplace, fire pit or other method approved by the Fire Official or his designated inspector.

C. All openings in the approved container must be covered with screening materials that will prevent the passage of sparks or embers.

D. Outdoor fires must be maintained in the rear yard at least 15 feet from any structure, fence, combustible vegetation and property line.

E. Outdoor fires must be constantly attended until the fire is extinguished. A minimum of one portable fire extinguisher with a minimum 4-A rating or other approved on-site fire extinguishing equipment, such as dirt, sand, water barrel, or garden hose, shall be available for immediate utilization.

F. No such fire or container used for an outdoor fire may be used on any porch, deck, balcony or any other portion of a building; within any room or space; or under any building overhang.

G. The burning of yard waste, leaves, brush, vines, evergreen needles, branches smaller than two inches in diameter, treated or untreated lumber, garbage, debris, paper products or anything other than seasoned firewood or fire logs as set forth herein is prohibited.

H. All outdoor fires as set forth herein shall be prohibited between 1:00 AM and 8:00 AM.

I. The Fire Official or his designee, Fire Chief or designee, police officer, property maintenance official or health officer may order any outdoor fire which creates a nuisance, to be extinguished.

§ 17-31 **Enforcement, Violations and Penalty**

A. This article shall be enforced by the Fire Prevention Bureau or the Englewood Cliffs Police Department.

B. Any person or entity who shall violate any of the provisions of this Article or any order promulgated hereunder shall, after a summons is issued under the terms hereof, upon conviction, be punishable as follows:

(1) For a first offense: by a fine of not less than \$50 or more than \$200.

(2) For a second offense: by a fine of not less than \$200 or more than \$300.

(3) For a third offense or any subsequent offenses: by a fine of not less than \$300 or more than \$500 or by imprisonment in the county jail for a period not to exceed 90 days, or by both such fine and imprisonment.

C. Any fine or penalty to be imposed by the Municipal Judge shall not be imposed until the Judge reviews the history of the person or entity in question relating to violations of this chapter in order that the appropriate penalty is imposed.

D. Each violation of any of the provisions of this chapter and each day that each such violation shall continue shall be deemed to be a separate and distinct offense.

ARTICLE VIII Appeals & Severability

§ 17-32 Board of Appeals

Pursuant to Sections 15 and 17 of the Uniform Fire Safety Act, any person aggrieved by any action of the local enforcing agency shall have the right to appeal to the Bergen County Construction Board of Appeals.

§ 17-33 Repealer

All other ordinances of the Borough of Englewood Cliffs, which are in conflict with this ordinance, are hereby repealed to the extent of such conflict.

§ 17-34 Severability

The provisions of this ordinance are severable and if any sentence, section or other part of this ordinance should be found to be invalid such invalidity shall not affect the remaining provisions and the remaining provisions shall continue in full force and effect. In the event any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions thereof, which are determined to be legal; and it shall be presumed that this code would have been passed without such illegal or invalid parts or provisions. Any invalid part of this code shall be segregated from the remainder of this code by the court holding such part invalid, and the remainder shall remain effective.

§ 17-35 Effective Date

This ordinance shall take effect upon final adoption and publication of notice of adoption as required by law.

Introduction and First Reading:

July 8, 2026

COUNCIL MEMBER	Motion	Second	Ayes	Nays	Abstain	Recuse	Absent
Biegacz							
Liang							
Patel							
Kapsaskis							
Lee							
Koutroubas							
Mayor Park							

**Second and Final Reading of Ordinance Adoption:
August 12, 2026**

COUNCIL MEMBER	Motion	Second	Ayes	Nays	Abstain	Recuse	Absent
Biegacz							
Liang							
Patel							
Kapsaskis							
Lee							
Koutroubas							
Mayor Park							

Mark Park, Mayor

**This Ordinance was duly passed on second and final reading
by the Council of the Borough of Englewood Cliffs
at a meeting held August 12, 2026.**

**Beauty Nadim, RMC/CMR
Borough Clerk**

**BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

ORDINANCE NO. 2026-13

**TITLE: AN ORDINANCE TO CREATE CHAPTER 7B ENTITLED
 “HANDICAPPED PARKING POLICY” TO PROVIDE FOR A POLICY
 FOR THE CREATION OF HANDICAPPED PARKING SPACES IN
 FRONT OF RESIDENCES**

WHEREAS, the Governing Body of the Borough of Englewood Cliffs believes it is in the best interest of the Borough residents to create Chapter 7B of the Borough Code entitled “HANDICAPPED PARKING POLICY” to a policy for the creation of handicapped parking spaces in front of residences.

BE IT ORDAINED by the Mayor and Council of the Borough of Englewood Cliffs, County of Bergen, State of New Jersey to create Chapter 7B of the Borough Code entitled “Handicapped Parking Policy” as follows:

Section 1.

Chapter 7B **Handicapped Parking Policy**

A.

All residents requesting the issuance of a designated handicapped parking space in the Borough of Englewood Cliffs must complete and file a formal application with the Borough Clerk.

B.

The application shall require the applicant to provide the following documentation:

(1)

The applicant must possess a disabled person identification card issued by the New Jersey Motor Vehicles Commission.

(2)

The applicant must furnish to the Borough Clerk a valid motor vehicle registration for the vehicle requiring the space and, if the applicant is the vehicle operator, a valid motor vehicle operator license.

(3)

The applicant may request a designated handicapped parking space only for the applicant's place of residence.

(4)

If the applicant is not the owner of the property at which the handicapped parking space is to be designated, a written statement from the property owner must be submitted to the Borough Clerk, stating that the owner has no objection to the restriction of parking in front of the property. Said written statement may not be unreasonably withheld by the property owner.

(5)

A copy of the applicant's handicapped placard or handicap license plate.

(6)

A letter from a medical doctor recommending the handicapped parking space in front of the applicant's residence due to applicant's medical condition.

C.

An applicant wishing to further restrict the space to use only by a vehicle bearing a specific license plate number may expressly request the said restriction in his or her application, while noting the license number in the said application. An applicant wishing to add such a restriction to an already existing handicapped space or, conversely, an applicant wishing to remove such a restriction, may so request by filing an amended application.

D.

The completed application, together with the required documentation as required in Subsection **B**, shall be filed with the Borough Clerk and shall constitute a request for a designated handicapped parking space.

E. The Borough Clerk, after investigation by the Police Department, shall approve or deny requests for the issuance of designated restricted handicapped parking spaces on the basis of the standards set forth in § 7B-2 of this chapter.

§ 7B-2 Grounds for denial of application.

Notwithstanding an applicant's compliance with §7B-1 above, an application for handicapped parking space shall be denied if:

A.

Pursuant to applicable state or municipal law, the parking of motor vehicles is prohibited at the location of the requested handicapped parking space or the permitting of such parking would interfere with the normal flow of traffic;

B.

The applicant or handicapped person is the owner of the property at which the space is to be designated and has reasonable access to a driveway on the property or reasonable access to some other area of the property which may permit the transport of the handicapped person;

C.

The applicant is not the operator of the vehicle for which the handicapped parking space is required, unless the State of New Jersey, Motor Vehicles Commission, has issued the applicant a windshield placard or wheelchair symbol license plates for a vehicle owned by the handicapped person or owned by another occupant of the residence who is a member of the immediate family of the handicapped person; or

D.

The applicant resides, either as a tenant or an owner, in a housing complex which provides off-street parking and has reasonable access to said parking and an on-site handicapped parking space has been provided by the owner of the housing complex.

§ 7B-3 Appeal procedure; fee.

A.

When an applicant has been denied a request for a handicapped parking space by the Borough Clerk on the basis of the criteria contained in § 7B-2 of this chapter, the applicant has the right to appeal, within 10 days of such denial, to the Municipal Council of the Borough of Englewood Cliffs.

B. Denials based upon parking restrictions or traffic considerations outlined in § 7B-2A of this chapter, however, are not subject to appeal and require a revision of the location for the space.

§ 7B-4 Notice of approval of space; annual notification of Borough regarding continued need of space.

A.

Upon approval of a request for a designated handicapped parking space and passage of a resolution or ordinance by the Municipal Council of the Borough of Englewood Cliffs designating said space, the applicant shall receive a letter notifying the applicant that the space has been so designated, and that it is the applicant's responsibility to notify the Borough Clerk in the event that the designated handicapped parking space is no longer required.

B.

If the space has been requested for use only by a vehicle bearing a specific license plate number, and if the said request has been approved, then the letter shall so indicate the said additional restrictions on the use of the space.

C.

Any approval shall end on December 31 of each year and must be renewed annually. A written notice shall be sent by the applicant to the Borough Clerk on forms provided by the Borough Clerk, indicating that a valid and continued need for the handicapped parking space exists. In the event that such notice is not received by February 15 of any renewal year, the handicapped parking space sign at that location shall be removed and a resolution or ordinance will be presented to the Borough Council to repeal the designated handicapped parking space.

§ 7B-5 Applicability.

The provisions of this chapter shall apply to all designated handicapped parking spaces created within the Borough of Englewood Cliffs, except that handicapped parking spaces requested for general public use by public buildings, including but not limited to businesses, schools and hospitals, are not subject to the renewal provision of this chapter.

§ 7B-6 Signage.

Where an application has been granted for use by a specific handicapped person pursuant to § 7B-4 of this chapter, the street sign marking that space must indicate the license plate number or the handicap windshield placard number to which the space is restricted and must also state, "USE BY OTHER HANDICAPPED PERSONS PROHIBITED."

§ 7B-7 Violations and penalties.

A.

Violations of this chapter shall generally be subject to all penalties and remedies set forth in state law as of the time of violation, where such penalties and remedies (subject to later amendment by the state) include but are not limited to the following:

(1)

A fine of \$ 250 for the first offense and, for subsequent offenses, a fine of at least \$ 250 and up to 90 days' community service on such terms and in such form as the court shall deem appropriate, or any combination thereof, pursuant to N.J.S.A. 39:4-197.

(2)

An eligible handicapped person may request a law enforcement officer to arrange for the removal of a vehicle parked in a handicapped space, and said request may be honored at the discretion of the Police Department, pursuant to N.J.S.A. 39:4-207.7.

B.

Notwithstanding the provisions of this chapter, and consistent with the intent and express language of N.J.S.A. 39:4-197 and N.J.S.A. 39:4-207.7:

(1)

If the violator has the general legal right to utilize handicapped parking but has parked in a handicapped space dedicated to a different car's license plate, then a fine only for parking within prohibited area shall apply, where the said violation has a penalty of \$50 as of the enactment of this section, but may later be raised by ordinance.

(2)

Similarly, if the violator has the general legal right to utilize handicapped parking but has parked in a handicapped space dedicated to a different car's license plate, then, absent extraordinary circumstances, the general policy of this Borough shall be not to exercise its power to arrange for towing pursuant N.J.S.A. 39:4-207.7.

§ 7B-8 Fees.

The initial application fee shall be accompanied with an application fee of \$25.00.

In the event the handicapped parking space is approved, the applicant must pay an initial fee of \$250.00. Thereafter, each annual renewal request must be accompanied with a fee in the sum of \$100.00.

§ 7B-9 **Severability.**

The provisions of this chapter shall be severable, and if any of the provisions hereof shall be held unconstitutional, the decision of the court respecting such provision shall not affect the validity of any other provisions which can be given effect without such invalid provision or provisions.

Section 2. This Ordinance shall take effect immediately upon passage and publication as required by law.

Section 3. All prior ordinances that are inconsistent with this ordinance are repealed.

**Introduction and First Reading:
July 8, 2026**

COUNCIL MEMBER	Motion	Second	Ayes	Nays	Abstain	Recuse	Absent
Biegacz							
Liang							
Patel							
Kapsaskis							
Lee							
Koutroubas							
Mayor Park							

**Second and Final Reading of Ordinance Adoption:
August 12, 2026**

COUNCIL MEMBER	Motion	Second	Ayes	Nays	Abstain	Recuse	Absent
Biegacz							
Liang							
Patel							
Kapsaskis							
Lee							
Koutroubas							
Mayor Park							

Mark Park, Mayor

**This Ordinance was duly passed on second and final reading
by the Council of the Borough of Englewood Cliffs
at a meeting held August 12, 2026.**

**Beauty Nadim, RMC/CMR
Borough Clerk**

**BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

ORDINANCE NO. 2026-14

TITLE: AN ORDINANCE TO AMEND CHAPTER 4 ENTITLED “GENERAL LICENSING” TO PROVIDE FOR A NO-KNOCK SECTION OF THE ORDINANCE

WHEREAS, the Governing Body of the Borough of Englewood Cliffs believes it is in the best interest of the Borough residents to amend and revise Chapter 4 of the Borough Code entitled “General Licensing” to provide a no-knock section of the ordinance.

BE IT ORDAINED by the Mayor and Council of the Borough of Englewood Cliffs, County of Bergen, State of New Jersey to amend Chapter 4 of the Borough Code entitled “General Licensing” as follows:

Section 1.

§ 4-1.9 No-Knock List.

A.

All residents of the Borough may register their name, address and/or unit/apartment number with the Borough Clerk to be placed on the No-Knock List, indicating that they do not want canvassers, peddlers, solicitors or hawkers of any sort to approach their homes and/or seek personal contact with the occupants of the registered home. The Borough Clerk shall provide the registration form, which shall be available during normal business hours. By registering for the No-Knock List, the resident chooses to allow the Borough of Englewood Cliffs Police, Fire or First Aid Rescue squads to be exempt.

B.

Residents shall remain on the No-Knock List until such time as they advise the Municipal Clerk in writing that they wish to be removed from the list.

C.

The Borough Clerk shall maintain a No-Knock List a copy of which shall be provided to all persons or organizations required to obtain a license or register pursuant to Chapter 4. In accordance with the provisions of N.J.S.A. 47:1A-5, the Municipal Clerk shall charge a fee for a copy of the No-Knock List. The list shall be updated periodically.

D.

It shall be unlawful for any peddler, hawker, solicitor or canvasser to approach and/or seek personal contact with the occupants thereof if that residence is registered on the No-Knock List.

E. Exceptions: The following activities shall be exempt from the provisions of this Section:

(1) Delivery of goods, wares, or merchandise in the regular course of business to the premises of persons ordering or entitled to receive same.

(2) Solicitations on behalf of members of any charitable organizations, religious organizations, or on behalf of a political candidate or activity.

§ 4-1.10 Severability.

The provisions of this chapter shall be severable, and if any of the provisions hereof shall be held unconstitutional, the decision of the court respecting such provision shall not affect the validity of any other provisions which can be given effect without such invalid provision or provisions.

§ 4-1.11 Violations and penalties.

Any person violating any of the provisions of this chapter shall, upon conviction thereof, be subject to a fine of not exceeding **\$1000 for each violation of this chapter** and in default of payment thereof may be sentenced to imprisonment in the county jail for a term not exceeding 30 days. Every day on which such violation continues shall constitute a separate offense.

Section 2. This Ordinance shall take effect immediately upon passage and publication as required by law..

Section 3. All prior ordinances that are inconsistent with this ordinance are repealed.

Introduction and First Reading:**July 8, 2026**

COUNCIL MEMBER	Motion	Second	Ayes	Nays	Abstain	Recuse	Absent
Biegacz							
Liang							
Patel							
Kapsaskis							
Lee							
Koutroubas							
Mayor Park							

Second and Final Reading of Ordinance Adoption:**August 12, 2026**

COUNCIL MEMBER	Motion	Second	Ayes	Nays	Abstain	Recuse	Absent
Biegacz							
Liang							
Patel							
Kapsaskis							
Lee							
Koutroubas							
Mayor Park							

Mark Park, Mayor

**This Ordinance was duly passed on second and final reading
by the Council of the Borough of Englewood Cliffs
at a meeting held August 12, 2026.**

**Beauty Nadim, RMC/CMR
Borough Clerk**



BOROUGH OF

Englewood Cliffs

NEW JERSEY

RESOLUTIONS (CONSENT AGENDA)

**COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

**RESOLUTION
RESOLUTION NO. 2026-183**

**TITLE: RESOLUTION ACCEPTING THE ANNUAL FINANCIAL AUDIT FOR CALENDAR
YEAR 2025**

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the Calendar Year 2025 has been filed by a Registered Municipal Accountant with the Borough Clerk as per the requirements of N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34; and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, at a minimum, the sections of the annual audit entitled General Comments – Recommendations; and

WHEREAS, the members of the governing body have personally reviewed, at a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled General Comments - Recommendations as evidenced by the group affidavit form of the governing body; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five (45) days after the receipt of the annual audit, as per the regulations of the Local Finance Board; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52 - to wit:

R.S. 52:27BB-52 - "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Englewood Cliffs, in the County of Bergen, hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey dated July 30, 1968, and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

CERTIFICATION

I hereby certify that this resolution, consisting of 2 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk



NOTICE OF PUBLIC AVAILABILITY

2025 ANNUAL AUDIT REPORT

Borough of Englewood Cliffs

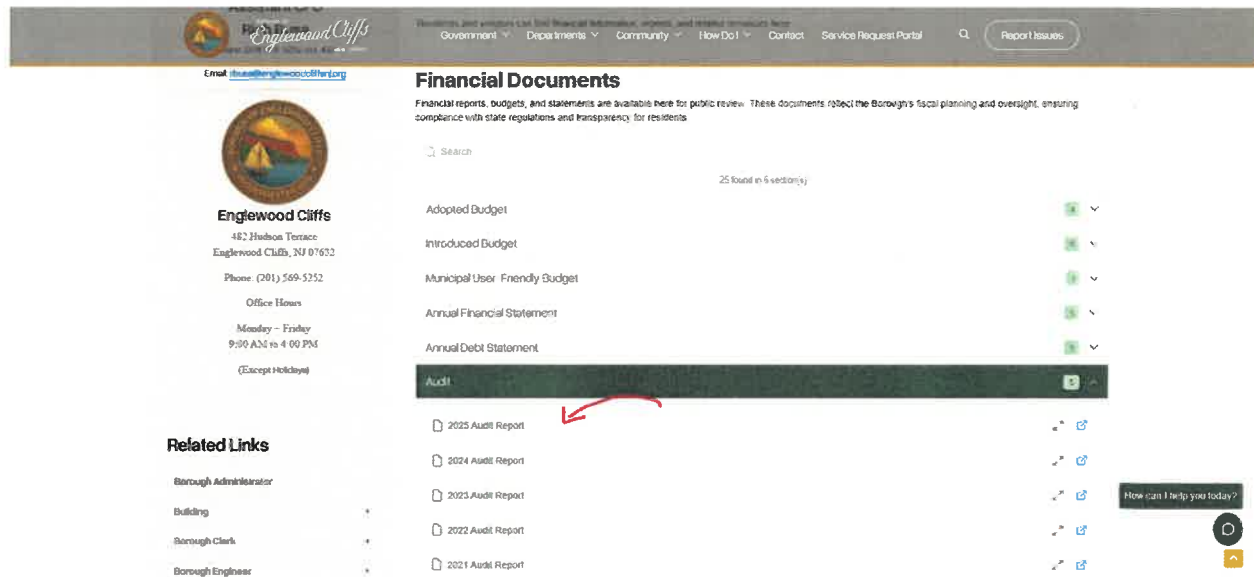
In an effort to promote transparency, improve accessibility, and reduce unnecessary paper usage, the **complete 2025 Annual Audit Report** is available electronically on the Borough's official website.

Access the Report

www.Englewoodcliffsnj.org

Departments → Finance → Audit → 2025 Audit Report

The report may be viewed online or downloaded at any time.



For those without internet access, a printed copy is available for public inspection during normal business hours at:

Borough of Englewood Cliffs
482 Hudson Terrace
Englewood Cliffs, NJ 07632

Monday – Friday
9:00 a.m. – 4:00 p.m.

**COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

**RESOLUTION
RESOLUTION NO. 2026-184**

**TITLE: RESOLUTION ACCEPTING THE CORRECTIVE ACTION PLAN FOR CALENDAR
YEAR 2025 FINANCIAL AUDIT**

WHEREAS, in accordance with the requirements of the Single Audit Act and regulations of the Division of Local Government Services, all municipalities are required to prepare and file a Corrective Action Plan; and

WHEREAS, this plan must be filed with the Director of Local Government Services in accordance with regulations established by the Division; and

WHEREAS, such a plan was prepared by the Chief Financial Officer and reviewed by the Mayor and Council of the Borough of Englewood Cliffs;

NOW, THEREFORE, BE IT RESOLVED that the CY-2025 Corrective Action Plan, listed below, be approved by the Mayor and Council of the Borough of Englewood Cliffs, and filed with the Director of Local Government Services.

Audit Findings and Recommendations

1. All grant and contributions receivable be reviewed and assessed for collectability and cancelled if necessary.
2. Greater efforts be made to charge appropriated grant reserves for allowable expenditures.
3. All deferred charges be raised in the subsequent year's budget.
4. The Borough receive estimated payments for private-duty prior to the performance of police work, in accordance with N.J.A.C. 5:30-8.6(h).
5. Greater care be taken to ensure that sufficient funds are available prior to expenditures being processed.
6. The General Capital Fund improvement authorizations ledger be adjusted to reflect audit balances.
7. Management should maintain a general ledger for Borough funds, which incorporates the original book of entry and subsidiary ledgers to constitute a complete accounting system. The records should be accurate and be maintained on a monthly basis.
8. Bank reconciliations should be verified on a monthly basis to the respective general ledger to ensure all transactions have been accounted for and all reconciling items be reviewed and adjusted timely.
9. All goods/services be encumbered prior to being ordered.
10. All purchases in excess of the bid threshold should be awarded by resolution as required by N.J.S.A. 40A: 11-6.1.

- 11. Borough officials should develop and implement policies and procedures concerning the award of professional service contracts to ensure compliance with all Pay-to-Play Compliance Regulations when awarding professional service contracts.
- 12. Documents related to bids and quotes for goods and services be made available for review at time of audit.
- 13. Tax Court judgments be refunded in a timely manner.
- 14. Court personnel take steps to ensure that all tickets that are assigned but not issued over 181 days be recalled and either destroyed or reassigned to other officers.

CORRECTIVE ACTION PLAN:

Chief Financial Officer under the direction of the Borough Administrator and the Auditor will review the audit findings and take the necessary actions as outlined in the recommendations above, formulate a plan so the findings are not repeated for the current year’s audit.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park

Mayor

Beauty Nadim, RMC/CMR

Municipal Clerk

Borough of Englewood Cliffs
Recommendations and Corrective Action Plan
For the Annual Audit Year Ended December 31, 2025

FINANCE:

1. All grant and contributions receivable be reviewed and assessed for collectability and cancelled if necessary.
2. Greater efforts be made to charge appropriated grant reserves for allowable expenditures.
3. All deferred charges be raised in the subsequent year's budget.
4. The Borough receive estimated payments for private-duty prior to the performance of police work, in accordance with N.J.A.C. 5:30-8.6(h).
5. Greater care be taken to ensure that sufficient funds are available prior to expenditures being processed.
6. The General Capital Fund improvement authorizations ledger be adjusted to reflect audit balances.
7. Management should maintain a general ledger for Borough funds, which incorporates the original book of entry and subsidiary ledgers to constitute a complete accounting system. The records should be accurate and be maintained on a monthly basis.
8. Bank reconciliations should be verified on a monthly basis to the respective general ledger to ensure all transactions have been accounted for and all reconciling items be reviewed and adjusted timely.
9. All goods/services be encumbered prior to being ordered.
10. All purchases in excess of the bid threshold should be awarded by resolution as required by N.J.S.A. 40A: 11-6.1.
11. Borough officials should develop and implement policies and procedures concerning the award of professional service contracts to ensure compliance with all Pay-to-Play Compliance Regulations when awarding professional service contracts.
12. Documents related to bids and quotes for goods and services be made available for review at time of audit.
13. Tax Court judgments be refunded in a timely manner.
14. Court personnel take steps to ensure that all tickets that are assigned but not issued over 181 days be recalled and either destroyed or reassigned to other officers.

CORRECTIVE ACTION:

Chief Financial Officer under the direction of the Borough Administrator and the Auditor will review the audit findings and take the necessary actions as outlined in the recommendations above, formulating a plan so the findings are not repeated for the current year's audit.

**COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

**RESOLUTION
RESOLUTION NO. 2026-185**

**TITLE: RESOLUTION URGING THE STATE OF NEW JERSEY TO PROVIDE
FINANCIAL RELIEF TO MUNICIPALITIES FOR THE COSTS ASSOCIATED
WITH THE 100% DISABLED VETERAN PROPERTY TAX EXEMPTION**

WHEREAS, the State of New Jersey provides a full exemption from property taxation for honorably discharged veterans who have been declared by the United States Department of Veterans Affairs to have a service-connected disability rated as 100% permanent and total pursuant to N.J.S.A. 54:4-3.30 et seq.; and

WHEREAS, the Mayor and Council of the Borough of Englewood Cliffs recognize and strongly support the sacrifices made by disabled veterans and their families in service to the United States of America; and

WHEREAS, the increasing number of qualifying disabled veteran property tax exemptions results in a reduction of the Borough's ratable tax base, thereby placing additional financial pressure upon municipalities and non-exempt taxpayers; and

WHEREAS, municipalities are responsible for maintaining essential public services, including police, fire protection, emergency medical services, sanitation, road maintenance, recreation, and other critical operations, all of which rely heavily upon local property tax revenues; and

WHEREAS, exempt properties remain a part of the funding calculations of local school districts and municipalities remain responsible for funding local school district obligations absent the corresponding revenue from exempt properties; and

WHEREAS, the State of New Jersey mandates the exemption but does not currently provide municipalities with sufficient reimbursement or aid to offset the resulting loss of ratable property tax revenue; and

WHEREAS, the Mayor and Council of the Borough of Englewood Cliffs believe that the State should share in the financial responsibility for this important veterans' benefit in order to ensure that municipalities remain fiscally stable while continuing to honor disabled veterans; and

WHEREAS, the Mayor and Council of the Borough of Englewood Cliffs urge State policymakers to pass legislation, including Assembly Bill A273 and Senate Bill S1568, or any successor legislation, requiring the State to reimburse municipalities for the cost of disabled veterans' total property tax exemptions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Englewood Cliffs, County of Bergen, State of New Jersey, that the State Legislature and Governor of New Jersey are respectfully urged to establish a program of direct reimbursement, dedicated State aid, or other financial relief measures to compensate municipalities for local revenue losses associated with the 100% Disabled Veteran Property Tax Exemption; and

BE IT FURTHER RESOLVED, that such relief be structured in a fair and equitable manner based upon the assessed valuation of exempt veteran properties within each municipality; and

BE IT FURTHER RESOLVED, that the Borough of Englewood Cliffs respectfully urges State policymakers to enact legislation requiring the State to reimburse municipalities for the cost of disabled veterans' total property tax exemptions; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to Governor Mikie Sherrill, Lieutenant Governor Dale Caldwell, State Treasurer Aaron Binder, Commissioner of the Department of Community Affairs Jacquelyn A. Suárez, Senate President Nicholas Scutari, Speaker of the Assembly Craig Coughlin, Senator Gordon M. Johnson, Assemblywoman Shama Haider, Assemblywoman Ellen Park, the New Jersey State League of Municipalities, and all municipalities within Bergen County.

CERTIFICATION

I hereby certify that this resolution, consisting of 2 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

**COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

**RESOLUTION
RESOLUTION NO. 2026-186**

**TITLE: RESOLUTION URGING STATE LEADERS TO IMPLEMENT FAIR AND
EQUITABLE REFORMS TO MITIGATE THE UNSUSTAINABLE INCREASES
IN HEALTH BENEFIT PREMIUMS FOR PUBLIC SECTOR EMPLOYEES**

WHEREAS, the State Health Benefits Program (SHBP), governed by N.J.S.A. 52:14-17.25 et seq., offers medical, prescription drug, and dental coverage to qualified State and participating local government public employees, retirees, and eligible dependents; and

WHEREAS, all SHBP plans are self-funded, meaning that the money paid out for benefits comes directly from an SHBP fund supplied by the State, participating local employers, and member premiums; and

WHEREAS, participating local government employers, including the Borough of Englewood Cliffs, continue to experience significant increases in health insurance premiums, creating substantial budgetary challenges and placing additional financial burdens on taxpayers and employees; and

WHEREAS, during budget testimony regarding SHBP costs, State Treasurer Elizabeth Maher Muoio indicated that future premium increases could be comparable to the substantial increases experienced in prior years; and

WHEREAS, such proposed rate increases will significantly impact local property taxpayers as well as public employees during a period of persistent inflation and economic uncertainty; and

WHEREAS, despite innovative cost-containment measures taken by municipalities to provide affordable and quality healthcare coverage for valued employees and their families, public sector health benefit plans remain increasingly expensive; and

WHEREAS, long-term structural reforms are needed to address the sustainability of the SHBP, including but not limited to eliminating costly plan designs, modifying co-pays for specialists and urgent care, restricting the use of out-of-network healthcare coverage and GLP-1 drugs where appropriate, implementing a Reference-Based Pricing System, streamlining the use of Health Savings Accounts and Flexible Spending Accounts, and enhancing medical transparency and data collection; and

WHEREAS, failure to implement meaningful reforms may leave municipalities with limited options, including hiring freezes, elimination of budgeted positions, reductions in services, and increased property taxes for residents.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Englewood Cliffs, County of Bergen, State of New Jersey, that State leaders are respectfully urged to implement fair and equitable reforms to mitigate the unsustainable increases in health benefit premiums for public sector employees; and

BE IT FURTHER RESOLVED, that copies of this Resolution be forwarded to the Governor of the State of New Jersey, the State Treasurer, the President of the New Jersey Senate, the Speaker of the New Jersey General Assembly, Senator Gordon M. Johnson, Assemblywoman Shama Haider, Assemblywoman Ellen Park, and the New Jersey State League of Municipalities.

CERTIFICATION

I hereby certify that this resolution, consisting of 2 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

**COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

**RESOLUTION
RESOLUTION NO. 2026-187**

TITLE: RESOLUTION URGING THE RESTORATION OF ENERGY TAX RECEIPTS

WHEREAS, taxes on gas and electric utilities were originally collected by host municipalities to be used for local purposes and to compensate the public for the use of their rights-of-way; and

WHEREAS, when the State made itself the collection agent for these taxes, it promised to dedicate the proceeds to municipal property tax relief; since, just as municipalities collect property taxes for the benefit of school districts, counties, and other entities, the State is supposed to collect Energy Taxes for the benefit of municipal governments; and

WHEREAS, over the years, the State has diverted significant portions of these revenues for State budget purposes rather than returning them to municipalities as originally intended; and

WHEREAS, by keeping flat funding of the Consolidated Municipal Property Tax Relief Aid (CMPTRA) appropriation year after year, State budget makers have been able to continue collecting Energy Taxes while retaining revenues that should have been returned to municipalities to provide property tax relief; and

WHEREAS, in State Fiscal Year 2023, the State provided much-needed relief through the allocation of \$75 million in Municipal Relief Funds; and

WHEREAS, in State Fiscal Year 2024, the State allocated \$150 million in Municipal Relief Funds; however, in State Fiscal Year 2025 and as proposed in State Fiscal Year 2026, no such allocation exists; and

WHEREAS, in State Fiscal Year 2024, the Energy Tax Receipts Program should have received more than \$350 million to restore municipalities to 2008 funding levels; however, the State's diversion of Energy Taxes has continued to grow, creating an even larger financial gap; and

WHEREAS, the cumulative impact of years of flat funding and underfunding has left many municipalities with serious fiscal challenges and burdensome property taxes; and

WHEREAS, local elected officials are in the best position to determine the most effective use of these resources, which were always intended to support local programs and services.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Englewood Cliffs, County of Bergen, State of New Jersey, that the Borough calls for the immediate restoration of funding diverted from Energy Taxes intended for local use; and

BE IT FURTHER RESOLVED, that the Borough respectfully calls upon State policymakers to end the diversion of municipal resources to support State spending and to restore this important source of funding intended to help relieve the property tax burden borne by New Jersey residents; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to Governor Mikie Sherrill, Lieutenant Governor Dale Caldwell, State Treasurer Aaron Binder, Commissioner of the Department of Community Affairs Jacquelyn A. Suárez, Senate President Nicholas Scutari, Speaker of the Assembly Craig Coughlin, Senator Gordon M. Johnson, Assemblywoman Shama Haider, Assemblywoman Ellen Park, and the New Jersey State League of Municipalities.

CERTIFICATION

I hereby certify that this resolution, consisting of 2 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

**COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

RESOLUTION NO. 2026-188

**TITLE: RESOLUTION AUTHORIZING THE SETTLEMENT OF A TAX APPEAL
FOR 68 JANE DRIVE IN THE AMOUNT OF \$1,740.00**

WHEREAS, the Mayor and Council of the Borough of Englewood Cliffs have been advised of the proposed settlement of a property Tax Appeal filed by MEHTA, HEMANT C & SHAH, MAMTA (herein the Tax Appeal) under Docket Numbers: 012341-2021 & 009702-2024; and

WHEREAS, the subject property consists of one residential parcel located at Block 1107 Lot 18 on the Borough's tax map and is more commonly known as 68 Jane Drive; and

WHEREAS, the Governing Body has been advised that the matter was the subject of a Mediation before a Tax Court Judge which took place on May 18, 2026 and the foregoing settlement was negotiated between the parties; and

WHEREAS, the Assessor, Appraiser and Tax Appeal Attorney are of the opinion that the settlement is fair and reasonable and they recommend approval by the Governing Body; and

WHEREAS, the proposed Tax Appeal settlement is set forth in Schedule A attached hereto and made a part hereof; and

WHEREAS, it is in the best interest of the Borough to settle the subject Tax Appeal in accordance with the settlement proposal set forth herein; and

WHEREAS, the judgment will result in a refund in the amount of \$1740.00; and

WHEREAS, the Chief Financial Officer has certified the availability of funds; and

WHEREAS, the line-item appropriation is GL Account No. 6-01-250-004 - Reserve Tax Appeals.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Englewood Cliffs, that the settlement of the aforesaid Tax Appeal as set forth on Schedule A is hereby approved.

BE IT FURTHER RESOLVED that the Tax Appeal Attorney is hereby authorized to execute all documents and perform any act necessary to effectuate the purpose set forth in this Resolution.

BE IT FURTHER RESOLVED that the Judgment shall be accepted when issued by the Tax Court and the Finance and Tax offices are instructed to take the necessary steps to refund the account.

CERTIFICATION

I hereby certify that this resolution, consisting of 2 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

Moved Second Ayes Nays Abstain Absent

Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

SCHEDULE A

The terms of the aforesaid settlement shall be as follows:

Tax Year 2021: The Complaint shall be Withdrawn by Plaintiff

Tax Years 2024 & 2025: Reduction in the Assessed Value from \$950,000 to \$875,000 for 2024 and the Freeze Act shall apply to 2025 so that the Assessed Value for that year shall also be reduced from \$950,000 to \$875,000.

**COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

**RESOLUTION
RESOLUTION NO. 2026-189**

TITLE: RESOLUTION AUTHORIZING A TAX COURT JUDGMENT REFUND IN THE AMOUNT OF \$283,166.64 AND A TAX CREDIT IN THE AMOUNT OF \$200,000.00 IN CONNECTION WITH THE SETTLEMENT OF A TAX APPEAL WITH CONOPCO, INC. D/B/A UNILVER FOR BLOCK 910, LOT 1 (800 SYLVAN AVENUE)

WHEREAS, the Borough has received a Tax Court Judgment on March 27, 2026, owned by CONOPCO, INC. D/BA/ UNILVER, designated as Block 910, Lot 1, located at 800 SYLVAN AVENUE; and

WHEREAS, the Tax Court Judgment requires the Borough to issue a tax refund in the amount of \$283,166.64; and

WHEREAS, the Tax Court Judgment further provides that a \$200,000.00 tax credit shall be applied in full before any future property taxes become due in accordance with the terms of the Judgment; and

WHEREAS, the Mayor and Council of the Borough of Englewood Cliffs previously adopted Resolution No. 2026-92, authorizing the settlement of the Tax Appeal for the property known as 800 Sylvan Avenue (Block 910, Lot 1); and

WHEREAS, the judgment will result in a refund in the amount of \$283,166.64 and tax credit totaling \$200,000.00 to the property owner.

NOW, THEREFORE, BE IT RESOLVED, the Judgment is accepted, and the Finance and Tax offices are instructed to take the necessary steps to refund and/or credit the account.

BE IT FURTHER RESOLVED, that the Chief Financial Officer has certified that funds are available in Reserve for Tax Appeals GL Account No. 6-01-250-004

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

Moved Second Ayes Nays Abstain Absent

Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk



Rebecca L. Hutcheon
Also Member of New York Bar
rhutcheon@archerlaw.com
609-250-0287 Direct
609-580-3760 Direct Fax

Archer & Greiner, P.C.
902 Carnegie Center
Suite 500
Princeton, NJ 08540
609-580-3700 Main
609-580-0051 Fax
www.archerlaw.com

February 3, 2026

VIA EMAIL

Karl J. Norgaard, Esq.
Norgaard, O'Boyle & Hannon
184 Grand Avenue
Englewood, NJ 07631

**Re: Conopco, Inc. d/b/a Unilever, tenant in a parcel owned by 800 Sylvan Avenue
Condominium Assoc. v. Englewood Cliffs Borough
Block 901, Lot 1 Qual C0CB1 — 800 Sylvan Avenue
Docket Nos. 006509-2022, 002634-2023, 003485-2024, 003234-2025 &
_____ -2026**

Dear Mr. Norgaard:

This will confirm that the parties have agreed to the following with respect to the 2022 through 2028 tax years in the above-referenced matter ("Agreement"):

1. Plaintiff shall withdraw its pending property tax appeals for tax years **2022 and 2023** and Defendant shall withdraw any appeal(s) or counterclaim(s) filed in connection with the above-referenced property.
2. With respect to tax year **2024**, the parties agree that the total assessment for Block 901, Lot 1 Qual C0CB1 (800 Sylvan Avenue) shall be reduced from 47,223,300 to 30,124,700.
3. With respect to tax year **2025**, the parties agree that the total assessment for Block 901, Lot 1 Qual C0CB1 (800 Sylvan Avenue) shall be reduced from 47,223,300 to 22,701,600.
4. With respect to tax year **2026**, the parties agree that the total assessment for Block 901, Lot 1 Qual C0CB1 (800 Sylvan Avenue) shall be reduced from 47,223,300 to **20,696,300**. The parties further agree that either party shall have the right to file a tax appeal for the 2026 tax year to obtain a judgment(s) to implement, enforce, effectuate, affirm, and/or confirm the total assessment agreed upon herein.

5. With respect to tax year **2027**, the parties agree that the total assessment for Block 901, Lot 1 Qual C0CB1 (800 Sylvan Avenue) shall be reduced from 47,223,300 to **20,696,300**, assuming there has been no material depreciation of the type described in N.J.S.A. 54:4-35.1 to the building(s) on this parcel before January 1, 2027. The parties further agree that either party shall have the right to file a tax appeal for the 2027 tax year to obtain a judgment(s) to implement, enforce, effectuate, affirm, and/or confirm the total assessment agreed upon herein.

6. With respect to tax year **2028**, the parties agree that the total assessment for Block 901, Lot 1 Qual C0CB1 (800 Sylvan Avenue) shall be reduced from 47,223,300 to **20,696,300**, assuming there has been no material depreciation of the type described in N.J.S.A. 54:4-35.1 to the building(s) on this parcel before January 1, 2028. However, if the 2028 Director's Average Ratio for the Borough is equal to or less than 72.63%, the parties agree that the assessment shall be the set by multiplying the 2026 implied market value of 25,645,300 by the 2028 Director's Average Ratio for the Borough, assuming there has been no material depreciation of the type described in N.J.S.A. 54:4-35.1 to the building(s) on this parcel before January 1, 2028. The parties further agree that either party shall have the right to file a tax appeal for the 2028 tax year to obtain a judgment(s) to implement, enforce, effectuate, affirm, and/or confirm the total assessment agreed upon herein.

7. The total refund for tax years 2024 and 2025 equals \$483,166.64. The refund shall be provided by the Borough in the following manner: a refund check in the amount of \$283,166.64, paid within 60 days following entry of the Tax Court judgment, and a credit in the amount of \$200,000 against the next occurring future tax payments such that the credit for the refund is applied in full before any future tax is due. If the refund for tax years 2024 and 2025 is conveyed in such matter, the taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 for the refunds that are due as a result of this settlement.

8. The Borough represents that there are no municipal-wide revaluations or reassessments currently scheduled to be effective for tax years 2026, 2027, and/or 2028.

9. The foregoing terms are an integral part of the settlement of the parties, each party having entered into this Agreement, in part, in consideration for the forgoing terms. Both parties agree to use their best efforts to defend this Agreement should any third party bring a challenge to same. The parties agree to cooperate in the defense of the terms, provisions, and assessments agreed to in this Agreement should any third party bring a challenge to any of the agreed upon assessments and/or any term and/or any provision of this Agreement in a Court of competent jurisdiction. The parties further agree that if the assessments are not set on the tax list at the amounts agreed upon herein for tax years 2026, 2027, and 2028 (or if a third party raises a challenge to the legal enforceability of any paragraph of this Agreement and such challenge is upheld by a Court of competent jurisdiction), then Plaintiff has the following options:

- a. Plaintiff may appeal the assessment(s) and Defendant hereby agrees to enter into Stipulation(s) of Settlement setting the assessment(s) as agreed upon in this Agreement;
- b. Plaintiff may seek enforcement of this Agreement;
- c. Plaintiff may make application to the Court to void this Agreement in its entirety, void any Stipulations of Settlement filed pursuant to this Agreement, vacate any judgments entered, and proceed with the litigation; or,
- d. Plaintiff may choose to proceed with the settlement for tax years effectuated pursuant to this Agreement, and litigate only the tax year(s) not effectuated pursuant to this Agreement.

10. Each of the parties agrees to execute or cause its counsel to execute any additional documents and take any further action which may reasonably be required to consummate this Agreement.

11. The provisions of paragraphs 5, 6, 7, 8, 9 and 10 shall survive Judgment even if not included on the Judgment(s) issued by the Tax Court of New Jersey.

12. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analyses and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into this Agreement. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this Agreement and has concurred.

13. Based upon the foregoing, the undersigned shall represent to the court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

14. Except as otherwise provided in this Agreement, this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior written or oral understandings, negotiations, and agreements.

15. This Agreement was jointly drafted by the parties and the language of all parties of this Agreement shall in all cases be construed as a whole according to its meaning and not strictly for or against any of the parties.

16. The parties hereto have executed this Agreement through the signatures of their undersigned representatives. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the entity on whose behalf it is indicated the person is signing.

Karl J. Norgaard, Esq.
February 3, 2026
Page 4

To memorialize your agreement with the foregoing, please countersign this Agreement where indicated below and return the original to my attention. We appreciate your courtesies and cooperation in this regard.

Very truly yours,

ARCHER & GREINER
A Professional Corporation

By: _____
Rebecca L. Hutcheon

Karl J. Norgaard, Esq.
Norgaard, O'Boyle, Hannon
Attorneys for Englewood Cliffs Borough

Sarah Holbig, CTA
Tax Assessor
Englewood Cliffs Borough

Dated: _____

Dated: _____

TAX COURT OF NEW JERSEY
COUNTY: Bergen
DOCKET NO. 003485-2024

CONOPCO, INC. D/B/A UNILEVER, TENANT IN A PARCEL
OWNED BY 800 SYLVAN AVENUE CONDOMINIUM ASSOC.

Plaintiff(s),
v
CIVIL ACTION
JUDGMENT

ENGLEWOOD CLIFFS BOROUGH

Defendant(s).

The parties having agreed upon a settlement, the assessment shall be as set forth below:

Block: 910
Lot: 1
Qualifier: C0CB1
Street Address: 800 Sylvan Ave.
Year: 2024

TAX COURT JUDGMENT

Land:	\$12,448,000.00
Improvements:	\$17,676,700.00
Total:	\$30,124,700.00

/s/ Jeffrey T. Gallus, Clerk/Administrator
Tax Court of New Jersey

Entered: 3/27/2026

Plaintiff(s) Attorney: Rebecca Hutcheon Esq
Defendant(s) Attorney: Karl J Norgaard Esq

TAX COURT OF NEW JERSEY
COUNTY: Bergen
DOCKET NO. 003234-2025

CONOPCO, INC. D/B/A UNILEVER, TENANT IN A PARCEL
OWNED BY 800 SYLVAN AVENUE CONDOMINIUM ASSOC.

Plaintiff(s),
v
CIVIL ACTION
JUDGMENT

ENGLEWOOD CLIFFS BOROUGH

Defendant(s).

The parties having agreed upon a settlement, the assessment
shall be as set forth below:

Block: 910
Lot: 1
Qualifier: C0CB1
Street Address: 800 Sylvan Ave.
Year: 2025

TAX COURT JUDGMENT

Land:	\$12,448,000.00
Improvements:	\$10,253,600.00
Total:	\$22,701,600.00

/s/ Jeffrey T. Gallus, Clerk/Administrator
Tax Court of New Jersey

Entered: 3/27/2026

Plaintiff(s) Attorney: Rebecca Hutcheon Esq
Defendant(s) Attorney: Karl J Norgaard Esq

TAX COURT OF NEW JERSEY
COUNTY: Bergen
DOCKET NO. 001395-2026

CONOPCO, INC. D/B/A UNILEVER, TENANT IN A PARCEL
OWNED BY 800 SYLVAN AVENUE CONDOMINIUM ASSOC.

Plaintiff(s),
v
CIVIL ACTION
JUDGMENT

ENGLEWOOD CLIFFS BOROUGH

Defendant(s).

The parties having agreed upon a settlement, the assessment shall be as set forth below:

Block: 910
Lot: 1
Qualifier C0CB1
Street Address: 800 Sylvan Ave.
Year: 2026

TAX COURT JUDGMENT

Land:	\$12,448,000.00
Improvements:	\$ 8,248,300.00
Total:	\$20,696,300.00

/s/ Jeffrey T. Gallus, Clerk/Administrator
Tax Court of New Jersey

Entered: 3/27/2026

Plaintiff(s) Attorney: Rebecca Hutcheon Esq
Defendant(s) Attorney: Karl J Norgaard Esq

Notice: bills to be considered for payment must be presented to the Clerk properly signed and certified on this form.

BOROUGH OF ENGLEWOOD CLIFFS

482 Hudson Terrace
Englewood Cliffs, NJ 07632
201 (569)- 5271

To ARCHER & GREINER, P.C. AS TRUSTEE FOR CONOPCO, INC

Address 902 CARNEGIE CTR, 5TH FL, STE. 500 Invoice No. _____
PRINCETON, NJ 08540

Ordered by CFO Date 6/26/2026 Our Order _____

Note: All Bills Must Be Properly Certified Before Payment

DATE	ITEMS	UNIT PRICE	AMOUNT
6/26/2026	TAX COURT JUDGMENT		
	B910/1 - COCB1		\$ 283,166.64
	2024 & 2025 (\$483,166.64)		
	LESS \$200,000 TO BE APPLIED AS A CREDIT TOWARDS		
	FUTURE TAX PAYMENTS		
	SEE ATTACHED BREAKDOWN	TOTAL	\$ 283,166.64

Claimant's Certification and Declaration

I do solemnly declare and certify under the penalties of the law that the within is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

Date 6/26/26 Signature [Signature]

Space Below To Be Filled Out By Municipal Officials OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a municipal official or employee or other reasonable procedures.

Signature

Title

APPROPRIATIONS OR ACCOUNTS CHARGED

PAYMENT AUTHORIZED

The above claim was orderd paid at a meeting held

Date _____

01-2050

PAYMENT RECORD

Date _____

Check No. _____

Approved by Finance Committee.

**COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

**RESOLUTION
RESOLUTION NO. 2026-92**

**TITLE: RESOLUTION TO APPROVE THE SETTLEMENT OF A TAX
APPEAL FOR 800 SYLVAN AVENUE – CONOPCO, INC.
(UNILEVER) IN THE AMOUNT OF \$483,166.64**

WHEREAS, the Mayor and Council of the Borough of Englewood Cliffs have been advised of the proposed settlement of a property Tax Appeal filed by CONOPCO, INC. D/B/A UNILEVER, TENANT IN PARCEL OWNED BY 800 SYLVAN AVENUE CONDOMINIUM ASSOC., (herein the Tax Appeal) under Docket Numbers: 6509-2022, 2634-2023, 3485-2024, and 3234-2025; and

WHEREAS, the subject property consists of one parcel located at Block 910 Lot 1 Qual C0CB1 and is more known as 800 Sylvan Avenue, on the tax assessment map of the Borough; and

WHEREAS, the Governing Body has been advised as to the merits of the subject Tax Appeal settlement by legal counsel and the Borough tax assessor; and

WHEREAS, the proposed Tax Appeal settlement components are set forth in the attached Schedule A hereto and made a part hereof; and

WHEREAS, it is in the best interest of the Borough to settle the subject Tax Appeal in accordance with the settlement proposal set forth hereinabove; and

WHEREAS, the Tax Assessor has been consulted with and is in agreement with the settlement; and

WHEREAS, the judgment will result in a refund in the amount of \$283,166.64 and a tax credit of \$200,000 on the next assessment in 2026; and

WHEREAS, the Chief Financial Officer has certified the availability of funds; and

WHEREAS, the line-item appropriation is GL Account No. 6-01-250-004 – Reserve Tax Appeals

WHEREAS,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Englewood Cliffs, that the settlement of the aforesaid Tax Appeal be finalized in accordance with the enclosed Schedule A; and

BE IT FURTHER RESOLVED that with respect to same, the Mayor, Borough Administrator, Borough Attorney and /or any other appropriate Borough official is hereby authorized to perform any act necessary to effectuate the purpose set forth in this Resolution.

BE IT FURTHER RESOLVED that the Judgment is accepted, and the Finance and Tax offices are instructed to take the necessary steps to refund and/or credit the account.

CERTIFICATION

I hereby certify that this resolution, consisting of 2 page(s) was adopted at a Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held this 11th day of February 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz		✓	✓			
Liang			✓			
Patel			✓			
Kapsaskis	✓		✓			
Lee			✓			
Koutroubas						
Mayor Park						✓


Mark Park
 Mayor

Beauty Nadim, RMC/CMR
 Municipal Clerk

SCHEDULE A

- A. The terms of the aforesaid tax appeal settlement for the property located at Block 910, Lot 1, Qual C0CB1, shall consist of the following:

2022- WITHDRAWN

2023- WITHDRAWN

2024- Reduction from \$47,223,300 to \$30,124,700

2025- Reduction from \$47,223,300 to \$22,701,600

2026- Reduction from \$47,223,300 to \$20,696,300

2027- Reduction from \$47,223,300 to \$20,696,300

2028- Reduction from \$47,223,300 to \$20,696,300

MEMO

TO: MAYOR & COUNCIL
FROM: KARL J. NORGAARD, ESQ.
DATE: FEBRUARY 4, 2026
RE: CONOPCO, INC. D/B/A UNILEVER, TENANT IN PARCEL OWNED
BY 800 SYLVAN AVENUE CONDOMINIUM ASSOC.V. BOROUGH
OF ENGLEWOOD CLIFFS
BLOCK 910, LOT 1, QUAL C0CB1 (800 Sylvan Avenue)

Dear Mayor & Council,

I have provided you with a Resolution to approve the Settlement of a tax appeal known as CONOPCO, INC. D/B/A UNILEVER, TENANT IN PARCEL OWNED BY 800 SYLVAN AVENUE CONDOMINIUM ASSOC.V. BOROUGH OF ENGLEWOOD CLIFFS. The appeals were filed for the following years: 2022, 2023, 2024, and 2025. This agreement was reached with the input of tax assessor, Sarah Holbig, as well as the Borough's appraisal firm Integra Realty Resources.

The parties have agreed to a reduction in assessment as follows:

2022- WITHDRAWN
2023- WITHDRAWN
2024- Reduction from \$47,223,300 to \$30,124,700
2025- Reduction from \$47,223,300 to \$22,701,600
2026- Reduction from \$47,223,300 to \$20,696,300
2027- Reduction from \$47,223,300 to \$20,696,300
2028- Reduction from \$47,223,300 to \$20,696,300

As shown by the enclosed settlement letter and stipulation of settlement, the refund will be in the amount of \$283,166.64 and must be paid within 60 days of entry of judgment by the Tax Court. A \$200,000.00 credit will also be applied to the taxpayer's 2026 obligations. The dispute in this matter concerned whether the highest and best use for the taxpayer's property was either office space or laboratory space. Approximately one-third of the property contained outdated laboratory space and was valued by the Borough on a square footage basis as follows:

2022: \$313.03/sq. ft.;
2023: \$344.97/sq. ft.;
2024: \$352.71/sq. ft.;
2025: \$364.03/sq. ft.

The settlement results in the following, which is an effective valuation of \$245/sq. ft. for the years of 2022 through and including 2028:

2022 valuation accepted;
2023 valuation accepted;
2024: \$225/sq. ft.;
2025: \$175/sq. ft.;
2026 through 2028: \$170/sq. ft.

By way of example the resolutions in the below matters all concerned office space and settlements were reached by valuing the office space at \$145/sq. ft.

1. 600 SYLVAN AVE LLC. (herein the Tax Appeal) under Docket Numbers: 5563-2021, 5796-2022, 4223-2023, 3602-2024, and 2846-2025;
2. 333 SYLVAN AVE LLC. (herein the Tax Appeal) under Docket Numbers: 5575-2021, 5785-2022, 4217-2023, 3599-2024, and 2844-2025;
3. 385 SYLVAN AVE LLC. (herein the Tax Appeal) under Docket Numbers: 5565-2021, 5787-2022, 4224-2023, 3600-2024, and 2845-2025;
4. COMMERCIAL PLAZA INC. (herein the Tax Appeal) under Docket Numbers: 5573-2021, 5792-2022, 4208-2023, 3601-2024, and 2843-2025.

This settlement also results in the Borough not being placed at risk of judgment being entered requiring it to pay interest on all overpaid taxes.

Should you have any questions, please contact the undersigned or Ms. Holbig directly.

Karl J. Norgaard, Esq.

Enclosures

COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY

RESOLUTION
RESOLUTION NO. 2026-192

TITLE: RESOLUTION AUTHORIZING INCLUSION IN THE BERGEN COUNTY COMMUNITY DEVELOPMENT PROGRAM

WHEREAS certain Federal funds are potentially available to the County of Bergen under Title I of the Housing and Community Development Act of 1974, as amended; the HOME Investment Partnership Act of 1990, as amended; and the Emergency Solutions Grant of 2012; and

WHEREAS the current Interlocal Services Cooperative Agreement contains an automatic renewal clause to expedite the notification of the inclusion process; and

WHEREAS each Municipality must notify the Bergen County Division of Community Development of its intent to continue as a participant in the Urban County entitlement programs noted above; and

WHEREAS it is in the best interest of the Municipality of the Borough of Englewood Cliffs and its residents to participate in said Programs.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Municipality of Borough of Englewood Cliffs hereby notifies the Bergen County Division of Community Development of its decision to be included as a participant Municipality in the Urban County entitlement programs being the Community Development Block Grant Program (CDBG), the HOME Investment Partnership Program (HOME), and the Emergency Solutions Grant Program (ESG) for the **Fiscal Years 2027, 2028, and 2029 covering the period July 1, 2027 – June 30, 2030**; and

BE IT FURTHER RESOLVED that an original copy of this resolution be made available to the Director of the Bergen County Division of Community Development as soon as possible and no later than **MONDAY, JULY 20, 2026**.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk



COUNTY OF BERGEN

DEPARTMENT OF ADMINISTRATION AND FINANCE DIVISION OF COMMUNITY DEVELOPMENT

One Bergen County Plaza ■ 4th Floor ■ Hackensack, N.J. 07601-7076
Phone (201) 336-7201 ■ Email resposito@bergencountynj.gov

James J. Tedesco, III
County Executive,

Thomas J. Duch, Esq.
County Administrator, County Counsel

Robert G. Esposito
Division Director

MEMORANDUM

TO: Bergen County Mayors and Municipal Administrators, Managers, and Clerks

FROM: Robert Esposito, Director | Bergen County Division of Community Development

SUBJECT: **U.S. Department of Housing and Urban Development (HUD)**
3-Year Cooperative Agreement Renewal
Overview, Instructions, and Timetable

DATE: Wednesday, June 17, 2026

Overview

The Bergen County Division of Community Development (BCDCD) recently received notification from the U.S. Department of Housing and Urban Development (HUD) that Bergen County has been scheduled to requalify as an Urban County entitlement group in order to receive continued funding under the Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and Emergency Solutions Grant (ESG) funding programs for the three-year period beginning July 1, 2027, through June 30, 2030 (Fiscal Years 2027, 2028, and 2029).

For our purposes, this means that the 3-Year Cooperative Agreement currently in effect among all 70 Bergen County municipalities and the County of Bergen, required by HUD for the period July 1, 2024, through June 30, 2027 (Fiscal Years 2024, 2025, and 2026), must be renewed.

During the past three years, Bergen County has received an annual average of \$9,029,876 in CDBG, \$2,517,396 in HOME, and \$795,922 in ESG funding, for a grand **three-year total of \$36,974,583 in HUD entitlement funding**, which has positively impacted the County, our municipalities, and the nonprofit sector in myriad ways. In compliance with HUD guidelines, CDBG allocations — as annually determined by the Countywide and six Regional Community Development Committees — have typically funded projects such as road and sidewalk repaving; sewer and neighborhood drainage replacements; handicapped-accessible building/road curb cut improvements; and more at the municipal level in addition to a wide range of building rehabilitation and social service programs for eligible Bergen County nonprofit organizations and county government agencies. HOME program funding has focused on working with project/funding partners to provide affordable housing for special needs, seniors, veterans, and other populations, and has also provided housing security deposit and emergency rental assistance for eligible Bergen County residents in need. ESG funding has been used for multiple interventions to directly assist the homeless and those at risk of homelessness.

The Cooperative Renewal Process and Deadlines

The 3-Year Cooperative Agreement renewal process includes **two action items for all Bergen County municipalities**, with a hard deadline to complete and submit all required documentation online by **Monday, July 20, 2026 to resposito@bergencountynj.gov**

Action Item ONE

Passage of two Resolutions by Each Municipal Governing Body. Authorizing both Inclusion In and Execution of the Renewed Cooperative Agreement

The Cooperative Agreement renewal process requires the governing body of each municipality to adopt two Resolutions to re-qualify and remain included in Bergen County's HUD Urban County entitlement program and, as such, continue to be eligible to receive HUD grant funding.

In this regard, two sample Resolutions are attached to this email for your use:

■ MUNICIPAL RESOLUTION 1 | INCLUSION

This first Resolution confirms each municipality's intent to continue as a participant in Bergen County's HUD Urban County entitlement program and remain eligible to receive HUD grant funding; and

■ MUNICIPAL RESOLUTION 2 | EXECUTION

The second Resolution authorizes the execution and signing of the new 3-Year Cooperative Agreement for the period beginning July 1, 2027, through June 30, 2030 (Fiscal Years 2027, 2028, and 2029) by the municipality's Mayor as witnessed by the Municipal Clerk with the Municipal Seal affixed.

These two Resolutions are to be completed as soon as possible, but **no later than Thursday, July 16, 2026**, in order to meet the Monday, July 20, 2026, submission deadline.

Action Item TWO

The Signing of the Renewed 3-Year Cooperative Agreement by the Mayor of Each Municipality with the Municipal Clerk Notarizing and Affixing the Municipal Seal on the Last Page of the Agreement

The new 3-Year Cooperative Agreement (ten pages in total) covers the period from July 1, 2027, through June 30, 2030 (Fiscal Years 2027, 2028, and 2029) and is attached to this email.

To execute the new Three-year Cooperative Agreement, please:

- **Type or write the name of your municipality in the underscored line () in the third paragraph on page one of the new Cooperative Agreement; and**

- **Have the Mayor sign and the Municipal Clerk witness the Agreement at the top of page 10, with the Clerk also affixing the Municipal Seal as indicated.**

The renewed 3-Year Cooperative Agreement must be signed and witnessed as soon as possible after the passage of the two Resolutions, but no later than Friday, July 18, 2026, in order to meet the Monday, July 20, 2026 deadline.

Submission of All Completed Documents to Bergen County Division of Community Development

Both certified Resolutions and the signed new Cooperative Agreement with the Municipal Seal affixed once completed can be emailed to resposito@bergencountynj.gov before or by the deadline of Monday, July 20, 2026.

IMPORTANT NOTE: Once the dates for the municipal governing body's adoption of the Resolutions and the Mayor's signing of the new Cooperative Agreement are known, I am asking each Municipality to email me AS SOON AS POSSIBLE the DATE I CAN EXPECT to receive the two certified Resolutions and signed new Cooperative Agreement. This information will help us make sure everyone will meet the Monday, July 20, 2026, submission deadline.

Once received, the Resolutions and the Cooperative Agreement will be reviewed by BCDCD staff for compliance. Assuming the Cooperative Agreement document is approved upon staff review, it will be sent to the County Executive's office for signature. **Upon the Cooperative Agreement's return to BCDCD, the final, fully executed copy with the County Executive's signature will be emailed to each municipality for your permanent files. Anticipate receiving the fully executed Cooperative Agreement after HUD final approval sometime in the fall.**

In accordance with HUD regulations, please be advised that municipalities authorizing inclusion in the Bergen County HUD Urban County entitlement program and execution of the new Cooperative Agreement are not eligible to apply for grants under the HUD Small Cities or New Jersey State CDBG programs. This has been HUD policy for the existing and all past Cooperative Agreements and will continue to be so with the new Cooperative Agreement.

Questions and Further Information

Please contact Bergen County Division of Community Development Director Rob Esposito at 201-336-7201 (Office), 201-995-7078 (Cell), or resposito@bergencountynj.gov (Email) at any time should you have questions regarding the new 3-Year Cooperative Agreement, the two related Resolutions, or any aspect of the renewal process.

We are working within a short five-week timeframe to complete the tasks as outlined; please do not hesitate to reach out for help should you need it.

Thank you very much in advance for your attention and assistance. Onward!

**COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

**RESOLUTION
RESOLUTION NO. 2026-191**

TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE COUNTY OF BERGEN TO SUPERSEDE THE COOPERATIVE AGREEMENT DATED JULY 1, 2024, AND AMENDMENTS THERETO ESTABLISHING THE BERGEN COUNTY COMMUNITY DEVELOPMENT PROGRAM

WHEREAS certain Federal funds are potentially available to the County of Bergen under Title I of the Housing and Community Development Act of 1974, as amended; the HOME Investment Partnership Act of 1990, as amended; and the Emergency Solutions Grant of 2012; and

WHEREAS it is necessary to supersede an existing Interlocal Services Cooperative Agreement for the County and its people to benefit from these Programs; and

WHEREAS, an Agreement has been proposed under which the Municipality of the Borough of Englewood Cliffs and the County of Bergen in cooperation with other Municipalities, will modify an Interlocal Services Program pursuant to N.J.S.A. 40A:65-1 et seq.; and

WHEREAS it is in the best interest of the Municipality of the Borough of Englewood Cliffs to enter into such an Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Municipality of Borough of Englewood Cliffs that the Agreement entitled "Three Year Cooperative Agreement" (an Agreement superseding the Cooperative Agreement dated July 1, 2024 – June 30, 2027) to clarify the planning and implementation procedures and to enable the Municipality to make a Three Year irrevocable commitment to participate in the Community Development Block Grant Program (CDBG), the Home Investment Partnership Program (HOME), and the Emergency Solutions Grant Program (ESG) for the **Fiscal Years 2027, 2028, and 2029 covering the period July 1, 2027 – June 30, 2030**, be executed by the Mayor and Municipal Clerk in accordance with the provisions of law; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately in accordance with law and that an original copy be made available to the Director of the Bergen County Division of Community Development as soon as possible and no later than **MONDAY, JULY 20, 2026**.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

Three Year Cooperative Agreement

An Agreement superseding the Cooperative Agreement dated July 1, 2024 and amendments thereto, for the purpose of inserting a description of activities for the **Fifty-First Year (July 1, 2027 - June 30, 2030)** Urban County Community Development Block Grant CDBG Entitlement Program, Home Investment Partnership Act Program HOME, Emergency Solutions Grant ESG and clarifying the planning and implementation procedures for **Program Years 2027, 2028, and 2029** (July 1, 2027 – June 30, 2030).

WHEREAS, in order to meet Federal requirements as administered by the U.S. Department of Housing and Urban Development HUD, there must be a binding agreement in effect; and

WHEREAS the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1 et seq., requires a specific delineation of activities to be included in the Agreement; and

WHEREAS various new activities have been proposed to be carried out under the **Fifty-First Year** Community Development Program.

NOW, THEREFORE, it is mutually agreed that the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., contract dated July 1, 2000, between the **Borough of Englewood Cliffs** hereinafter the "Municipality" and the County of Bergen be superseded by this "Three Year Cooperative Agreement", and the attachments hereto.

A. Community Development Planning Process

1. Nature and Extent of Planning Procedures

- a. Purpose - The purpose of this Agreement is to establish a legal mechanism through which the county government may apply for, receive, and disburse Federal funds available to eligible urban counties under the Community Development Block Grant Entitlement Program (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) and to take such actions in cooperation with the participating municipalities as may be necessary to participate in the benefits of these programs. Federal funds received by the County shall be for such functions as neighborhood facilities, housing construction and rehabilitation, public facilities, urban renewal, water and sewer facilities, and other such purposes as are authorized by said Acts. Nothing contained in this Agreement shall deprive any municipality or other unit of local government of any powers of zoning or other lawful authority which it

Three Year Cooperative Agreement

presently possesses, nor shall any participant be deprived of any State or Federal aid to which it might be entitled in its own right, except as provided in section A.1.c.(6), below. This Agreement covers the Community Development Block Grant CDBG Entitlement Program, the Home Investment Partnership Act Program HOME, and the Emergency Solutions Grant Program ESG.

- b. Establishment of Committees - There are hereby established six regional Community Development committees, consisting of two or more representatives from each participating municipality, each to be appointed for a one-year period, coinciding with the fiscal year (July 1 to June 30). The governing body and the chief executive of each participating municipality shall make a minimum of one appointment each. Alternates may be appointed in the same manner as set forth above and shall have the same powers in the absence of the designated representatives.
- c. Responsibilities of the Regional Community Development Committees
 - (1) The Community Development Regional Committees shall elect a chairperson and vice-chairperson.
 - (2) The Committees shall meet as often as required. Each regional committee shall establish its own rules of procedures and shall make recommendations to the County Executive and Board of County Commissioners through the Division of Community Development.
 - (3) The Committees shall study and discuss the community development needs of the County of the respective regions and shall determine the most effective and acceptable utilization of Community Development Block Grant Funds available to the region. They shall recommend to the County Executive and Board of County Commissioners an application for participation in Federal funding, including an allocation formula, and towards that end they shall jointly, in the manner herein prescribed, be authorized to develop a Consolidated Plan for the County and such other documents and certifications of compliance as are required by the Federal Government for participation by the County in the Community Development Block Grant Program CDBG. Funds applied for shall be those available for "Urban Counties" under the Community Development Block Grant CDBG Entitlement Program.
 - (4) The Community Development Regional Committees shall develop, in full

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consultation with the Division of Community Development and all affected agencies of the local governments involved, priorities for the actual utilization of such funds as are made available from the Federal Government under this Title. The Committees shall recommend for each project or activity to be carried out with these funds a specific means of accomplishment. This may be for the County to carry out the project or function, for a municipality to receive the monies to carry it out, or for some other combination of local or State agencies. The implementation shall be established before the submittal of the application to HUD, and any relevant documents that become part of this Agreement and should be submitted to HUD with it. Such implementation mechanism shall be established by means of a separate contract between the County government and the municipality or agency implementing the designated project pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

- (5) Every municipality participating in the Committees may request participation in the expenditure of the Federal funds, comment on the overall needs of the County which may be served through these funds or otherwise take part in the proceedings of the Community Development Committees through its Community Development representatives. No project may be undertaken, or services provided in any municipality without the prior approval of the governing body of the municipality, which approval shall be established in accordance with the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., in addition to such other approvals as may be required by law.
 - (6) By executing this agreement the municipality understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program; and may not participate in the HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation and may receive a formula allocation under the ESG program only through the urban county program.
- d. Establishment of Countywide Committees - There is hereby established a Countywide Committee consisting of the Chairpersons of the six Regional Community

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Development Committees and five other at-large members appointed by the County Executive for terms that coincide with the time period of this Agreement (July 1, 2027 – June 30, 2030). The role of the Countywide Committee is to recommend an allocation formula to the Board of County Commissioners and to also recommend funding for multi-regional and countywide projects. These recommendations shall be submitted to the Board of County Commissioners. The creation of the Countywide Committee in no way diminishes or changes the authority of the County or the Regional Community Development Committees. The Community Development Director and other appropriate County staff shall discuss all Countywide and multi-regional projects with the Countywide Committee both before specific funding levels are authorized by the County and at all important stages of implementation. No member of the Countywide Committee shall be able to vote on any matter that affects any applicant on whose board they serve.

2. Standards of Performance

Every Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., established pursuant to this Agreement shall contain standards of performance as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., and by the Housing and Community Development Act of 1974 and the HOME Investment Partnership Act of 1990. Biannually, the Division of Community Development shall prepare a report for the Regional and Countywide Committees and the municipalities that covers all Community Development projects, their status, and expenditures.

3. Estimated Cost and Allocation

The amount of Federal funds involved shall be the amount applied for by the Board of County Commissioners pursuant to the recommendation of the Community Development Committees, subject to any modifications made by HUD. Any Federal funds received by letter of credit or otherwise shall be placed in a County Trust Fund established and maintained pursuant to regulations promulgated by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs. These funds shall be in a separate bank account subject to the control of the County government, which shall be the designated recipient of the funds provided by the Federal Act. Upon

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authorization by the County, and in compliance with State law and promulgated regulations, funds may be expended from this Trust Fund by the County or by payment to the particular municipality pursuant to a specific contract. Neither the Community Development Committees, the County government, nor any participating local government may expend or commit funds except as may be authorized pursuant to this Agreement and in full compliance with State and Federal laws and regulations. No participant under this contract may in any way be obligated to expend funds of its own except as may be mutually agreed in a lawful manner.

4. Duration of Contract

This Agreement remains in effect until the Community Development Block Grant CDBG Entitlement Program, the Home Investment Partnership Program HOME funds, Emergency Solutions Grant ESG and program income received with respect to the Urban County qualification period **(2027, 2028, and 2029)** are expended and the funded activities completed. The County and participating municipalities may not terminate or withdraw from the Agreement while the Agreement remains in effect.

- a) However, this contract may be terminated if the County fails to qualify as an Urban County, or if the County does not receive a grant in any year of the three-year period. The contract may also be terminated by the U.S. Department of Housing and Urban Development HUD. Be it further understood that at the end of the current qualification period, this Agreement will automatically be renewed for participation on successive three-year periods, unless the County or participating municipality provides written notice that it elects not to participate in a new qualification period. In this case, a copy of the notice must be sent to the HUD Regional Field Office by the date specified in the Urban County qualification notice. The County will notify each participating municipality in writing of its right to make such an election by the date specified in HUD's urban county qualification notice for the next qualification period. Additionally, the County will notify all participating municipalities of any amendments as cited in the HUD Urban County Qualifications Notice for that period, or subsequent periods that must be included in the existing cooperation agreement. Any amendments will be submitted to HUD as provided in the qualification notice. Failure by the County

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or Municipalities to adopt an amendment and/or resubmit such amendments to HUD will void the automatic renewal of the said cooperative agreement for the new qualification period.

5. Designation of General Agent

The Director of the Division of Community Development is hereby designated as the administrative agent of the County of Bergen for purposes of compliance with statutory and regulatory responsibilities. He/she shall be accountable to the County Executive. The County Executive, with the concurrence of the Board of County Commissioners, shall designate a Director of the Division of Community Development. The Director and his/her staff shall, given available resources, provide technical and administrative support to the Community Development Committees and serve as a liaison between the committees and the Board of County Commissioners.

B. Qualifications as Urban County

In addition to such assurances and Agreements as may have been made by previously executed ordinances in order to meet the criteria for funding eligibility as an "Urban County", the municipality and the County agree to cooperate to undertake or assist in the undertaking, community renewal and lower-income housing assistance activities, specifically urban renewal, and publicly assisted housing. This Agreement shall be effective only when sufficient municipalities have signed the contract so that a population of 200,000 is represented, and when all other Federal eligibility criteria for designation as an "Urban County" under the Act have been satisfied. In the event that sufficient municipalities to meet these criteria do not sign this Agreement within the time period set forth by the United States Department of Housing and Urban Development HUD, the County Executive shall so notify all signatories, and the Agreement shall thereupon be null and void. To comply with Federal requirements, the County government, through the Board of County Commissioners, shall be the applicant for Community Development funds. The County has the final responsibility for selecting Community Development Block Grant CDBG, Home Investment Program HOME, Emergency Solutions Grant ESG activities, and annually filing the Consolidated Plan with HUD, in accordance with the procedures established under Section A.1.c(3) of this Agreement.

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C. Agreement as to Specific Activities (Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.)

1. Activities

- a. The municipality and the County shall take all actions necessary to assure compliance with the urban county's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the National Environmental Policy Act of 1969, the Uniform Relocation Act, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, affirmatively furthering fair housing, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act FMC.
- b. of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), and other applicable laws. Pursuant to 24 CFR 570.501(b), a municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written Agreement as described in 24 CFR 570.503. The Grantee or a unit of general local government that directly or indirectly receives Community Development Block Grant CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives Community Development Block Grant CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.
- c. The Municipality agrees to comply with all Federal, State, County, and Municipal laws, rules, and regulations generally applicable to the activities engaged in during the performance of the agreement.
- d. Urban county funding will be prohibited for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with its fair housing certification.
- e. The municipality has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals

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engaged in nonviolent civil rights demonstrations; and a policy of enforcing applicable State and Local Laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within jurisdictions.

- f. Pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to sub-recipients, including the requirements of a written agreement set forth in 24 CFR 570.503.
- g. The municipality agrees to inform the County of any income generated by the expenditure of Community Development Block Grant CDBG funds received by them; that any program income must be paid to the County; that any program income the municipality is authorized by the County to retain may only be used for eligible activities in accordance with all Community Development Block Grant CDBG requirements as they may apply; and that any program income generated from the disposition or transfer of property prior to or subsequent to the closeout change of status or termination of this Agreement be returned to the County. The County is responsible for monitoring and reporting to HUD on the use of any program income, thereby requiring the municipality to maintain appropriate records and reports. In the event of any closeout or change in status of a municipality, any program income that is on hand or received subsequent to the closeout or change in status shall be paid to the County.
- h. The municipality agrees to notify the County of any change in the use of real property acquired with Community Development Block Grant CDBG funds from that planned at the time of acquisition or improvement including disposition and that the municipality will reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure on non-Community Development Block Grant CDBG funds) of property acquired or improved with Community Development Block Grant CDBG funds, that is sold or transferred for a use which does not qualify under the Community Development Block Grant CDBG regulations.
- i. No unit of local government may sell, trade, or otherwise transfer all or a portion of such funds to a metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal consideration but must use such funds for

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activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

2. County Responsibility

The municipality agrees that the County, as the applicant, takes full responsibility and assumes all obligations of an applicant under the Housing and Community Development Act of 1974, the HOME Investment Partnership Act of 1990, and the Emergency Solutions Grant of 2012. This responsibility will also extend to parts of the planning and management process, for the execution of the community development plan, including the analysis of needs, the setting of objectives, the development of the Consolidated Plan, and all assurances or certifications of compliance with federal and state requirements necessary under federal and state laws. The responsibility of the County shall apply to all community development projects whether or not the County or the locality carries out directly an activity or activities included in the application. The municipality agrees that the County has the authority to carry out activities that will be funded by the annual Community Development Block Grant CDBG, Home Investment Partnership Program HOME, and Emergency Solutions Grant Program ESG, from the **Federal Fiscal Years 2027, 2028, and 2029** appropriations and from any program income generated from the expenditure of such funds.

3. Costs

- a. Cost of Activities The costs of the community development activities and the total cost of all activities shall be as approved pursuant to Section A.1.c.(3) and d, and in the application submitted to HUD, subject to approval and funding by HUD, and to any modification in the total grant award or cost of activities required by HUD.
- b. Municipal Designation to Carry Out Activities
The activities to be completed under the Community Development Program will be carried out by the County with the participation of the Committees as set forth in Section A.1.c(3) and d. except those being carried out directly by participating municipalities.
- c. Payment Payments for the conduct of activities to be carried out by individual municipalities will be made to the municipality on the basis of vouchers and resolutions

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submitted by the approving authority of the municipality. The final 10% of the activity cost will be made upon certification by the municipality and verification by the County that the activity has been completed in a satisfactory manner according to paragraph C.4. below of this agreement, and applicable Federal and State requirements.

4. Standards of Performance

Activities to be carried out under the Housing and Community Development Act, the HOME Investment Partnership Act of 1990, and the Emergency Solutions Grant of 2012 this Agreement shall be performed in accordance with Federal, State, and local laws and regulations. In carrying out the activities, the County will be responsible for contact with other local, State, and Federal agencies to prevent duplication of effort, and to foster coordination of related activities. Activities to be carried out by individual municipalities shall adhere to County design and construction standards and shall be based on work proposals and budget outlines submitted to the County for review. The Director of the Division of Community Development or other County staff members, as may be necessary, shall grant approval prior to the commencement of any work involved in carrying out the activity. The County, along with the Director of the Division of Community Development, will establish a staff responsible for managing the program.

5. Time Period

In accordance with HUD regulations, activities included in the application shall be completed or substantially underway during the program year, which shall be 1 year from the date of HUD's notification of the grant award. Work on activities to be carried out directly by municipalities shall commence only upon the release of funds by HUD, compliance with local finance board regulations, and notification by the County that the municipality is authorized to initiate the project. Work on these activities should begin as soon as possible following the issuance of this notice to the municipalities and should be completed in a timely manner. If a project is not started or implemented in a timely manner as set forth above, after due notice and warnings are given to the municipality in question, the regional Community Development Committee and the Board of County Commissioners reserve the right to reallocate these funds.

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6. Availability of Records for Audit

Required records of the progress of activities carried out by the County and by individual municipalities will be maintained in accordance with the HOME Investment Partnership Act of 1990 and accompanying regulations; FMC 74-7; the New Jersey Division of Local Finance; and other applicable requirements. All records shall be kept in accordance with these regulations and shall be available for audit by the proper authorities. Records of activities carried out by the County shall be maintained by the Director of the Division of Community Development of the County or his/her designated subordinate, and records of activities carried out by individual municipalities shall be maintained by the municipal clerk of the municipality carrying out the activity.

D. Signatories

This Agreement shall be executed in similarly worded counterparts, each of which shall be signed by the County Executive and the chief executive of an individual municipality, (the chief executive of a municipality is the mayor except in council-manager governments, in which case, the chief executive is the manager) after authorization by the Board of Chosen Freeholders and the governing body of the municipality, to execute this Agreement. Each such signatory agrees to cooperate with all other signatories and be found as if all had signed the same Agreement.

E. Modification and Amendment

1. Modification of Costs and/or Activities

In the event that any modifications of the cost of an activity or any activity itself shall become necessary or are requested by the County or a municipality participating in or carrying out an activity, the County may increase or decrease the cost of an activity or modify the activity, subject to all necessary HUD and municipal approvals, provided that the total funding does not exceed the total grant award. Municipal requests for cost or activity modifications must be made by a resolution of the governing body and shall also require the passage of a resolution by the Board of County Commissioners. County requests for cost or activity modifications of a municipal project shall be made in writing by the County Executive, subject to approvals by resolutions of the governing bodies of the municipality or municipalities involved.

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2. Addition or Deletion of Projects

Projects may be added or deleted by the County with such HUD approvals as are required and the approval of the municipality or municipalities involved. Said approvals shall be by resolution of the municipality or municipalities and the County and shall be subject to paragraphs C.4. and C.4., above. Projects will not be added or deleted without appropriate review by the respective Committee(s).

F. Severability

In the event that any portion of this agreement shall be made inoperative by reason of judicial or administrative ruling, the remainder shall continue in effect.

G. Supersession

This Agreement shall supplement any previous agreements on this subject and shall replace and supersede any previously agreed upon provisions only to the extent of conflict of purpose.

H. Opinion of County Counsel

Pursuant to the requirements of the HUD regulations, this Three Year Cooperative Agreement **(July 1, 2027 – June 30, 2030)** was reviewed by the County's Counsel for compliance therewith and it is the opinion of County Counsel that the terms and provisions of the Agreement are fully authorized under state and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community renewal and lower-income housing assistance activities.

Three Year Cooperative Agreement

County Executive

Mark M. Park, Mayor

(Seal)

Clerk

(Seal)

**COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

**RESOLUTION
RESOLUTION NO. 2026-192**

**TITLE: RESOLUTION AUTHORIZING THE ENTRY INTO AN AGREEMENT
AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH THE COUNTY OF BERGEN FOR THE PROVISION OF AN
EMPLOYEE ASSISTANCE PROGRAM (EAP)**

WHEREAS, the Borough wishes to provide the Borough with the Employee Assistance Program; and

WHEREAS, in order to obtain such services, the Borough wishes to enter into an Agreement with the County of Bergen to provide such services.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Englewood Cliffs, County of Bergen that the Borough wishes to enter into an Agreement with the County of Bergen for Employee Assistance Program from January 1, 2027, through December 31, 2027, pursuant to an initial proposal by the County of Bergen, dated January 1, 2027. The proposed cost for service of Employee Assistant Program for calendar year January 1, 2027 to December 31, 2027 is \$22.25 per employee.

NOW, THEREFORE BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute said Agreement on behalf of the Borough, once the Borough Attorney has reviewed and approved said Agreement for execution, including but not limited to, amending said Agreement to reflect the desires of the Borough in this matter.

BE IT FURTHER RESOLVED, that the Chief Financial Officer has certified that funds are available in Account No. Health OE: 6-01-27-330-200.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

SHARED SERVICES AGREEMENT
BETWEEN
COUNTY OF BERGEN
AND
BOROUGH OF ENGLEWOOD CLIFFS
FOR
THE PROVISION OF
EMPLOYEE ASSISTANCE PROGRAM (EAP)

2027

Approved by Bergen County Resolution No. 623-26 Dated: May 27, 2026

Approved by BOROUGH OF ENGLEWOOD CLIFFS Resolution No. _____ Dated: _____

PREPARED BY:

BERGEN COUNTY COUNSEL
One Bergen County Plaza
Hackensack, NJ 07601-7076
201-336-6950

SHARED SERVICES AGREEMENT EMPLOYEE ASSISTANCE PROGRAM (EAP)

THIS AGREEMENT ("AGREEMENT") made and entered into this **1st day of January 2027** ("Effective Date"), is by and between:

THE COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices located at **One Bergen County Plaza, Room 580, City of Hackensack, State of New Jersey, 07601, County of Bergen**, (hereinafter referred to as "COUNTY"); and

THE BOROUGH OF ENGLEWOOD CLIFFS a body politic and corporate of the State of New Jersey, with administrative offices located at **482 Hudson Terrance, Englewood Cliffs, State of New Jersey, 07632-2906 County of Bergen**, (hereinafter referred to as the "MUNICIPALITY").

WITNESSETH:

WHEREAS, the MUNICIPALITY has a need for Employee Assistance Program (EAP) Services for its municipal workforce; and

WHEREAS, the COUNTY has entered a contract with an accredited third-party vendor, ("Contractor") to provide EAP Services to COUNTY employees as well as other MUNICIPALITY employees within its borders; and

WHEREAS, the MUNICIPALITY wishes to enter into this Shared Services Agreement with the COUNTY for Contractor to provide EAP Services for its workforce; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (N.J.S.A. 40A:65-1, et seq.); and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the COUNTY and the MUNICIPALITY have each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto as exhibits.

NOW, THEREFORE, IT IS AGREED by and between the COUNTY and the MUNICIPALITY follows:

- I. APPOINTMENT.** The COUNTY is hereby appointed and retained to provide EAP Services through its Contractor.
- II. TERM.** The term of this Agreement be for ONE (1) Year and shall commence on **01/01/2027** in accordance with the terms and conditions of this Agreement, terminating on **12/31/2027**.
- III. TERMINATION OF AGREEMENT.** The COUNTY may terminate this Agreement, at any time during the term thereof, by giving of thirty (30) days written notice, to the MUNICIPALITY.

The MUNICIPALITY may terminate this Agreement, at any time during the term thereof, by the giving of thirty (30) days written notice, to the COUNTY.

IV. SCOPE OF EMPLOYEE ASSISTANCE PROGRAM SERVICES

- a. Contractor will provide immediate access, 24 hours a day, 365 days a year, to an MD, PhD, RN, or another licensed mental health professional for the provision of Emergency Consultation; Referral, Conflict Resolution; Support Services; Problem Solving; Professional Coaching; and Critical Incident Intervention
- b. Intervention Strategies will provide 24-hour specialized consultation for employees, family members, and significant others needing information and referral services in the following areas:
 - Information regarding hospitals, health centers, nursing care, senior citizen centers, and drug/alcohol rehab facilities, elder care, and day care
 - Alcohol and drug problems
 - Personal and family wellness counseling
 - Anger management
 - Depression and suicidal ideation
 - Employee conflicts
 - Concern for fellow employees, employment issues, loss of job/outplacement, and relocation counseling for employees
 - Addictive behaviors, compulsive shopping, and gambling
 - Hospice care/coping with the terminally ill, loss of a loved one

- Critical incidents
 - Prevention and intervention of workplace violence
 - Emergency services to employees and/or family members who are overseas
 - Day-to-day challenges
- c. Contractor will provide 24-hour consultation for managers, supervisors, and/or leaders who may need help from a qualified professional in the following areas:
- Interpersonal employee conflicts, concerns about employees
 - Absenteeism, performance and productivity problems
 - Health issues, stress-related work issues
 - Interdepartmental issues
 - Assistance with critical incidents, i.e., death of employee, employee conflicts, etc.

V. **COMPENSATION**

The MUNICIPALITY shall pay Twenty-two dollars and twenty-five cents (**\$22.25**) per employee of the MUNICIPALITY, per year, for the above Employee Assistance Program Services. The COUNTY will provide the MUNICIPALITY with invoices for payments on an annual basis, with MUNICIPALITY required to provide two payments: the first payment no later than May 15th and the second no later than November 30th of each year.

Furthermore, this payment schedule is subject to any rules and regulations promulgated by the New Jersey Department of Insurance and Department of Community Affairs.

VI. **DISPUTE RESOLUTION**

- a. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objection party must participate in the mediation. The costs of the mediator shall be borne equally by the parties.
- b. Procedure. The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter, or one party determines in its sole discretion that its interests are not being served by the mediation.

- c. Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.
- d. Judicial Proceedings. Upon the conclusion of Mediation, either party may commence legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- e. Temporary Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Bergen County.

Payment Pending Dispute. In the event of any dispute as to the amount to be paid, the full amount shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the COUNTY shall forthwith repay the excess.

- VII. **COUNTY REPRESENTATIVE.** COUNTY representative will be Director/Health Officer. The COUNTY shall not permanently change its designated representative without written notification to the MUNICIPALITY.
- VIII. **GOVERNING LAW/VENUE/CONSTRUCTION.** This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of cannons requiring construction against the drafting party.
- IX. **MODIFICATION.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by both the MUNICIPALITY and the COUNTY.
- X. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the Parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter hereof. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- XI. **NO WAIVER.** No waiver of any term, provision, or condition contained in this Agreement, nor any reach of any such term, provision, or condition shall constitute a waiver of any subsequent breach of any such term, provision, or condition by either party, or justify or authorize the non-observance of any other occasion of the same or any other term, provision, or condition of this Agreement by either party.

XII. CAPTIONS. The captions and paragraph headings contained in this Agreement are solely for the purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

XIII. NO ASSIGNMENT. This Agreement shall not be assigned by the COUNTY without the specific written consent of the MUNICIPALITY.

XIV. INDEMNIFICATION AND HOLD HARMLESS. The COUNTY shall be indemnified and hold harmless the MUNICIPALITY from any and all claims, suits, demands, damages, charges, liabilities, losses, cost, and expenses arising out of the activities of the COUNTY, its employees and agents in connection with any activities undertaken by the COUNTY, pursuant to this Agreement. It is the intention of the parties that any claim for relief or any type being asserted against the MUNICIPALITY, based upon any act or omission of the COUNTY, its affiliates and successors, shall not be the responsibility of the MUNICIPALITY, and the COUNTY shall hold the MUNICIPALITY harmless from same;

The MUNICIPALITY shall indemnify and hold harmless the COUNTY from any and all claims, suits, damages, charges, liabilities, losses, costs, and expenses arising out of the activities of the MUNICIPALITY, its employees and agents, in connection with all activities undertaken by the MUNICIPALITY pursuant to this Agreement. It is the intention of the Parties that any claim for relief of any type being asserted against the COUNTY based upon any act or omission of the MUNICIPALITY, shall not be the responsibility of the COUNTY, and the MUNICIPALITY shall hold the COUNTY harmless from same;

XV. NOTICE. Notices required or permitted to be given under this Agreement shall be made to the Parties at the following addresses and shall be presumed to have been received by the other Party (i) three (3) days after mailing by the Party when notices are sent by First Class Mail, postage prepaid; (ii) on receipt (if sent via facsimile or electronic mail with a confirmed transmission report/delivery receipt); or (iii) upon receipt (if sent by hand delivery or courier service) as follows:

If to COUNTY:

Director/Health Officer

Bergen County Department of Health Services
One Bergen County Plaza, 4th Floor
Hackensack, New Jersey 07601

With a copy to:

Bergen County Counsel

County of Bergen
One Bergen County Plaza – Room 580
Hackensack, New Jersey 07601

If to the MUNICIPALITY:

Attention: Municipal Clerk

Borough of Englewood Cliffs
482 Hudson Terrace
Englewood Cliffs, NJ 07632-2906

With a copy to:

Attention: Municipal Administrator

Borough of Englewood Cliffs
482 Hudson Terrace
Englewood Cliffs, NJ 07632-2906

XVI. AUTHORIZATION. All Parties hereto have the requisite power and authority to enter into this Agreement, and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.

XVII. COOPERATION OF THE PARTIES. In performing any services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.

XVIII. COUNTERPARTS AND ELECTRONIC DELIVERY AND SIGNATURES.

This Agreement and any amendments or addenda hereto, or any other document necessary for the consummation of the transaction(s) contemplated, administered or controlled by this Agreement ("Agreement Documents"), may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any Agreement Document, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all manner and respect as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The Parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transaction Act, N.J.S.A. 12A12-1, *et seq.* and any associated regulations. Any Agreement Document accepted, executed or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed, and all Parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by the COUNTY.

XIX. RELATIONSHIP OF THE PARTIES. Except as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.

XX. NON-DISCRIMINATION. The Services provided by the COUNTY hereunder shall be in compliance with applicable laws prohibiting discrimination on any basis.

XXI. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision hereof.

XXII. RECITALS. The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

XXIII. EMPLOYMENT RECONCILIATION. Both Parties agree that no employees are intended to be transferred pursuant to this Agreement, and none of the Employees are intended to be terminated for reasons of efficiency or economy as a result of entry into this Agreement.

IN THE WITNESS WHEREOF, the Parties hereto have caused these presents to be signed and attested pursuant to duly adopted resolutions of their governing bodies, passed for that purpose.

..... total number of employees x **\$22.25** per employee = \$.....

SIGNATURES BELOW:

BOROUGH OF ENGLEWOOD CLIFFS

ATTESTING SIGNATURE:

By: _____

Print: _____

Title: _____

Date: _____

AUTHORIZED SIGNATURE:

By: _____

Print: _____

Title: _____

Date: _____

COUNTY OF BERGEN

ATTESTING SIGNATURE:

By: _____

Print: _____

Title: _____

Date: _____

AUTHORIZED SIGNATURE:

By: _____
James J. Tedesco, III, County Executive

Or: _____
Thomas J. Duch, Esq.
County Administrator/Counsel

Date: _____

Intervention Strategies

Employee Assistance Program

1-800-663-0404

FAMILY

- Elder Care
- Day Care
- Adoption
- Parenting Challenges
- College Planning

FINANCIAL/LEGAL CHALLENGES

- Financial Consultation
- Accounting/Tax Issues
- Legal Issues

RELATIONSHIP

- Relationship Problems
- Co-dependency Issues
- Marital Issues
- Divorce

PERSONAL WELLNESS

- Anger Management
- Addictive Behavior
- Depression
- Gambling
- Suicidal Ideation
- Compulsive Shopping
- Weight Management
- Loss of Loved One
- Loss of job, Outplacement
- Nutrition

WORKPLACE...

- Employee Conflicts
- Immigration Issues
- Re-location Counseling for Employees
- Concern for co-workers
- Employment Issues

DRUG & ALCOHOL

- Substance Abuse

OUR SERVICE:

24-hr. a day, 365 days a year IMMEDIATE access to a Ph.D., M.D., R.N. or a Masters Level Professional for Emergency Consultation, Support Services, Problem Solving, Professional Coaching and Critical Incident Intervention

24-hr. Specialized Consultation for Employees, Family Members and Significant Others needing Information and Referral Services in almost all areas!



SERVICES

ISI will provide to all Employees, Family Members and/or Significant Others the following Services:

Consultation Services: 800-663-0404

- **24-hr. a day, 365 days a year immediate access to a Ph.D., or a Masters level Professional for Emergency Consultation, Referral, Conflict Resolution, Support Services, Problem Solving, Professional Coaching and Critical Incident Intervention.**
- **24-Hr. Specialized Consultation for Employees, Family Members and Significant Others needing Information and Referral Services in the following Areas:**

Medical

- ◆ **Medical Questions and Concerns**
- ◆ **Information regarding Hospitals, Health Centers, Nursing Care, Senior Citizen Centers and Drug and Alcohol Rehabilitation Facilities**
- ◆ **Hospice Care**

Mental Health

- ◆ **Anger Management**
- ◆ **Depression**
- ◆ **Suicidal Ideation**

Addictive Behaviors/Substance Abuse

- ◆ **Alcohol and Drug Problems**
- ◆ **Gambling**
- ◆ **Compulsive Shopping**
- ◆ **Eating Disorders**
- ◆ **Co-Dependency issues**

Legal/Financial

- ◆ **Financial Consultation**
- ◆ **Accounting and Tax Issues**
- ◆ **General Legal Issues**
- ◆ **Immigration issues**

Family Issues

- ◆ **Parenting Challenges**
- ◆ **College Planning for Children and Adults**
- ◆ **Adoption**
- ◆ **Day Care**
- ◆ **Elder Care**
- ◆ **Personal and Family Wellness Counseling**
- ◆ **Learning Disability Issues**
- ◆ **Coping with the terminally ill**
- ◆ **Loss of loved one**
- ◆ **Marital Issues**
- ◆ **Divorce**
- ◆ **Emergency Services to employee and/or family members who are overseas**

Employment Issues

- ◆ **Employee Conflicts**
- ◆ **Concern for Fellow Employees**
- ◆ **Loss of Job, Outplacement**
- ◆ **Re-location Counseling**
- ◆ **Critical Incidents**
- ◆ **Prevention and Intervention of Workplace Violence**

Personal Wellness

- ◆ **Weight Management**
- ◆ **Nutrition**
- ◆ **Smoking Cessation**
- ◆ **Stress Management**
- ◆ **Fitness**

The Bergen County Employee Assistance Program is a free, confidential program created to promote the health, safety, and well-being of our employees and their families.

The Employee Assistance Program is available 24/7, 365 days a year to help you with life's problems - no matter how big or small.



County of Bergen

JAMES J. TEDESCO III
COUNTY EXECUTIVE

AND THE
BOARD OF COUNTY COMMISSIONERS

**ISI Behavioral Health &
Wellness Service**

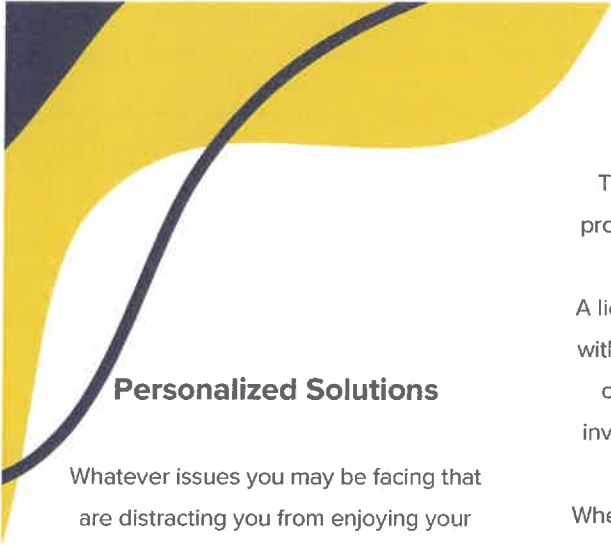
1-800-663-0404



EMPLOYEE ASSISTANCE PROGRAM

No-cost, confidential
support to help with work
and life challenges.

1-800-663-0404



Personalized Solutions

Whatever issues you may be facing that are distracting you from enjoying your life, the EAP can help.

- Workplace concerns
- Grief and loss
- Interpersonal conflicts
- Addiction and recovery
- Anxiety, depression, trauma
- Stress management
- Mental wellness
- Parenting or eldercare support
- Legal and financial issues

Private and Confidential

The EAP offers employee assistance professionals with whom you can speak ***confidentially.***

A licensed social worker will provide you with assessment, referral and continuing coordination of services. When EAP involvement is voluntary, no one else is consulted.

When a supervisor refers an employee to the EAP due to job performance problems, that supervisor will be informed only of the employee's compliance with the EAP/client developed plan. The employee's specific issues and the plan itself are kept confidential.

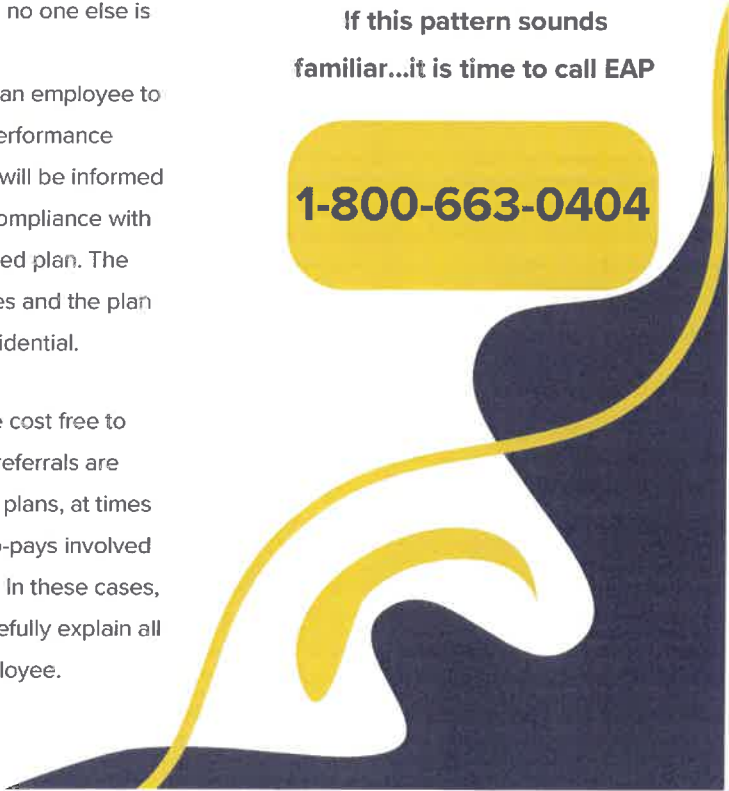
While EAP services are cost free to employees and most referrals are covered under insurance plans, at times there may be fees and co-pays involved in some ongoing services. In these cases, the EAP counselor will carefully explain all costs to the employee.

Help Starts Here

The decision to ask for help is often a difficult one to make. We tell ourselves that we can handle our personal problems on our own. As problems mount, our stress level escalates and our issues begin to permeate every aspect of our lives.

If this pattern sounds familiar...it is time to call EAP

1-800-663-0404





COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 623-26

Agenda: 5/27/2026

Health Services/ Division of Public Health

Meeting Date: 5/27/2026

Purpose: 2027 EMPLOYEE ASSISTANCE PROGRAM - Authorization to Enter into Shared Services Agreement for One-Year Term: January 1, 2027 - December 31, 2027

Dollar Amount: REVENUE PRODUCING

Prepared By: HA/TL/AN

Sponsored by the Body as a Whole that this Resolution be passed. The motion passed by the following vote:

Yes: 7 - Chairman Tanelli, Vice Chairwoman Silna Zur, Chair Pro Tempore Voss, County Commissioner Amoroso, County Commissioner Marte, County Commissioner Ortiz, and County Commissioner Sullivan

I, Lara Pollitt, Clerk, Board of County Commissioners , certify that this is a true copy of Resolution No. 623-26, passed by the BOARD OF COUNTY COMMISSIONERS on 5/27/2026.

Lara Pollitt

Attest: _____



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 623-26

Agenda: 5/27/2026

**BERGEN COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION**

WHEREAS, N.J.S.A. 40A:65-1, et seq., known as the “Uniform Shared Services and Consolidation Act,” authorizes two or more local units to enter into an agreement for shared services known as a Shared Services Agreement for the provision of municipal services (“Agreement”); and

WHEREAS, shared government services have proven to provide quality and improved services for the current mandated requirements while securing sustainable cost savings through economies of scale; and

WHEREAS, utilizing shared government services enable staff time to be moved from commodity activities (office functions) to value added resident orientated activities and provides the ability to continually offer residents needed services; and

WHEREAS, various Municipalities/other Entities, (LOCAL ENTITIES) pursuant to the Uniform Shared Services Act, N.J.S.A. 40A:65-1 et seq and N.J.S.A. 26:3A2-1 et seq., are desirous to enter into Agreement for Public Health Services - EMPLOYEE ASSISTANCE PROGRAM (EAP), a copy of which is attached hereto, with the County of Bergen, Department of Health Services for the one (1) year-term commencing **January 1, 2027** through **December 31, 2027**, for a consideration to be agreed upon between the County and the individual LOCAL ENTITY in keeping with the County Executive’s Shared Services initiative; and

NOW, THEREFORE, BE IT RESOLVED, that the on behalf of the County of Bergen, the County Executive and/or his designee, is authorized to enter into an Agreement with the LOCAL

ENTITY for the provision of Public Health Services - EMPLOYEE ASSISTANCE PROGRAM (EAP) pursuant to N.J.S.A. 40A:65-1 et seq. and N.J.S.A. 26:3A2-1, for a consideration to be agreed upon between the County and the individual Municipality/other Entities and;

BE IT FURTHER RESOLVED, that on behalf of the County of Bergen, the County Executive and/or his designee, is hereby authorized to execute the above-referenced shared-service contracts, in a form approved by County Counsel.

BE IT FURTHER RESOLVED:

1. The recitals set forth above are incorporated into the body of this resolution as if set forth at length herein.
2. The Bergen County Board of County Commissioners hereby agree to the terms of the Shared Services Agreement annexed hereto.
3. The County Executive or his designee is hereby authorized to execute the aforesaid Shared Services Agreement and any other related documents necessary to effectuate the intent and purpose of the Shared Services Agreement in a form to be approved by County Counsel.
4. Pursuant to N.J.S.A. 40A:65-4, upon execution, a copy of the Shared Services Agreement and Adopted Resolution shall be filed with the Division of Local Government Services of the State of New Jersey.

**COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

**RESOLUTION
RESOLUTION NO. 2026-193**

**TITLE: RESOLUTION TO AUTHORIZE THE A REQUIRED DISCLOSURE AWARD WITH
ACTION DATA SERVICES FOR PAYROLL PROCESSING SERVICES**

WHEREAS, the Borough of Englewood Cliffs has a need for payroll processing services from Action Data Services, 17 Sherwood Lane, Fairfield, NJ 07004 as a required disclosure contract pursuant to the provisions of N.J.S.A. 19:44A- 20.5 and

WHEREAS, the Borough has complied with N.J.S.A. 40A:11-6.1 in obtaining multiple quotes; and

WHEREAS, the Borough has determined that Action Data Services is the most advantageous to the Borough price and other factors considered; and

WHEREAS, Action Data Services has provided for a quote of \$39,065.59 per year for a one (1) year service; and

WHEREAS, Action Data Services, has completed and submitted a Business Entity Disclosure Certification and a Personal Contribution Disclosure form which certifies that Action Data Services has not made any reportable contributions to a political or candidate committee in the Borough of Englewood Cliffs in the previous one year, and that the contract will prohibit Action Data Services from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Englewood Cliffs authorizes a contract award for one (1) year with Action Data Services 17 Sherwood Lane, Fairfield, NJ 07004, in the amount of \$39,065.59

BE IT FURTHER RESOLVED, the Chief Financial Officer has authorized funds available through the following line-item appropriation: Finance Other Expenses: 6-01-20-130-200

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

Action
Data
Services

17 Sherwood Lane
Fairfield, NJ 07004
(973)244-8989

July 6, 2026

Borough of Englewood Cliffs
482 Hudson Terrace
Englewood Cliffs, NJ 07632

Attn: Mr. Intashan Chowdhury

Dear Mr. Chowdhury,

I appreciate the opportunity to offer this proposal for Payroll and Accounting services for your employees. Please allow this letter to amortize the agreement between Action Data Services, Inc. and the **Borough of Englewood Cliffs** in providing these services to you. Included herewith is our proposed price schedule.

ADS is a payroll/tax specialist, with over 47 years of experience in the Municipal, Educational and Utility payroll fields. Our staff is dedicated to servicing our customers, providing them with prompt, accurate answers to payroll and tax questions. Our software is state of the art with the most recent tax and pension requirements issued from Trenton. We give you services that many of our competitors, including the larger ones, are unable to offer.

We furnish payroll services for approximately 35,000 employees, of which 20,000 are PERS, TPAF or PFRS employees. ADS also offers an unlimited number of payroll reports designed for payroll reporting.

We propose a one (1) year contract; this contract will have a commencement date of January 1, 2027 ending on December 31, 2027.

The annual contract cost for Payroll and Tax service is outlined on the price menu page included. Options for additional services are also included.

ADS handles all correspondence or discrepancies, which may arise as well. We are not just your payroll service; we are your employees. We work for YOU! Our staff wants to make the business of processing your payroll and handling your Accounting needs as easy as possible for you. Service is as important to us as it is to our customers!

We at Action Data are looking forward to providing your organization with as complete a payroll, as you require. Please do not hesitate to contact me if there is anything you wish to discuss further.

Very truly yours,

Emma Rubino

Emma Rubino
Sales Associate
Action Data Services

Because Action Data Services (ADS) as a service transmits a file to the client's depository containing the direct deposit information of the client's employees, ADS must maintain compliancy to Section 2.2.1.2 of the NACHA Rule. Prior to ADS transmitting the above mentioned direct deposit NACHA file to the client's depository, a "ACH Initiation Agreement" between the ADS and the client must be signed and on file with ADS. Additionally any client that will utilize the direct debit service as a means of paying any payroll related obligation must sign a "Direct Debit Authorization Agreement", granting Action Data Services debit access to the appropriate client account(s).

By signing this contract, you the client warrant to ADS that you will comply with and be bound by the rules of the National Automated Clearing House Association (NACHA). You agree not to originate entries that violate the laws of the United States. ***Ex. knowingly and willfully entering falsified payroll data into ADS's data entry system.*** You offer the right of the ODFI/TPS to audit the Originator's compliance with the Origination Agreement and the NACHA Rules.

This contract has been awarded to Action Data Services based on the merits and abilities of the organization. The undersigned officer of Action Data Services does hereby attest that no controlling officers with a interest in excess of 10% of the company has made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of this contract that would affect their eligibility to perform this contract. Nor will they make a reportable contribution during the term of this contract to any political party, committee, or employee of the **Borough of Englewood Cliffs** if a member of the political party/committee is serving an elective public office of the **Borough of Englewood Cliffs**, when the contract is awarded.

Contract Term: The term of this Contract shall be for (12) months commencing on January 1, 2027 and ending on December 31, 2027.

If the information contained in this proposal is acceptable, please sign and return a copy for our files.

Borough of Englewood Cliffs

Action Data Services

Officer's Name

Officer's Name

Title

Title

Date

Date

Price Menu (Annualized)

Per Pay Charges Annualized	
Base Charge	
Checks / Deposits	
Pre Test	
Check Stuffing and Signing	
Checks / Deposits	
Pre Test	
Check Stuffing and Signing	
New Hire	
New Hire Reporting	
Direct Deposit Per Pay	
Labor Cost Report Per Pay	
Labor Cost e-file Per Pay	
GTL UPDATES	
Report Package	
Tax Service	
Delivery Charge	
Total Per Pay Payroll Cost (Annual)	7,720.82
Quarterly Services (Non Tax)	
Quarterly Earnings Record	
Quarterly Payment History	
Total Quarterly Services (Non Tax) Annual	3,279.80
Tax Service- Quarterly	
Quarterly State Wage Report WR30 (Hard Copy)	
Quarterly Tax Filing	
Quarterly WR 30 e-file	
Quarterly Taxable Report	
Total Tax Service- Annual	2,208.00
Tax Service- Year End	
Year End Taxable Report	
Year End Tax Filing	
Total Tax Service- Year End	2,619.70
W-2's	
W-2's 1 Proof Report	
W-2's 1 On CD	
W-2's A Forms (Price Per Form)	
W-2's A Forms Base Charge	
W-2's A Optional Data	
W-2's Stuffing	
W-2's e-file	
Envelopes \$0.39 each Billed separately from C&D	
Total W-2's	1,469.40
Year End Services (Non Tax)	
Year End Earnings Record	
Total Year End Services	747.50
Additional Optional Services	
Pension Service Per Pay	1,040.00
Pension Filing (Quarterly) Hourly Rate \$90.00	1,440.00
Credit Pension Reports (Credit)	(680.00)
Agency Service Per Pay	1,040.00
Agency Checks per check (Monthly)	-
Agency Postage per check (Monthly)	-
Bank Reconciliation (Monthly) Hourly Rate \$79.00	1,422.00
Trial Balance (Monthly) Hourly Rate \$115.00	1,380.00
Access Database "Historical RPT" (Annualized)	821.60
Monthly Service Update Fee (Annualized)	2,040.00
Total Cost for Additional Opt Serv Annualized	SEE BELOW
Proposed Services	Annual Fees
Payroll and Tax Service	\$18,045.22
Pension Service	\$3,340.00
Agency Service	\$4,638.13
Bank Reconciliation/Trial Balance Services	\$3,744.40
Access Data Base (Report Writer)	\$2,506.69
ACA Reporting	\$2,371.15
ESS (Employee Self Service)	\$4,420.00
Full Service Annual Fee	\$39,065.59

**** PLEASE NOTE****

This proposal is an estimate of cost, the final annual fee may vary depending on actual employee/check count and services received

Why Choose ADS?

- As a tax specialist we literally sign your returns as your accountant. ADS staff in our Fairfield office prepares your taxes. Our competitors either assign this responsibility to a third party, or have the work performed out of state.
- ADS is the only service bureau in New Jersey recognized by the State to physically perform a pension filing and payment service. We are the only company who can supply audited, signature-ready State Pension Reports. Many of our competitors claim that "we can do it too". In fact, we offer a "Pension Guarantee" which states that if other service bureaus can prove that they have been performing these functions, we will give our client a free payroll service, for up to one year!
- Our Third Party Agency Service truly identifies us as the only Payroll/Accounting service in the market today! We have offered this service to Municipalities, Boards and Utilities for more than fifteen years. We are constantly revising and introducing new ideas to keep abreast of your auditor's requirements. To conclude, we enter all payments into our EXCLUSIVE Trial Balance Sheet allowing an automatic audit trail of all activities in an easy to read format.
- As accountants, we perform a complete Bank Reconciliation, which includes a review of the complexity of what is required regarding the accomplishment of full reconciliation of all pertinent bank records. We reconcile the payroll against the actual payroll records, and then compare the results to your bank statements.

Here are several other good reasons to choose ADS.

- The government payroll market (Municipalities, Boards and Utilities) makes up our mainstream clientele. Unlike any of our competitors, these clients represent over 80% of our total.
- We offer the flexibility in developing solutions to your problems. You will not have to settle to be the square peg that must fit into the round hole!
- We truly offer "old fashioned" Customer Service. All aspects of interfacing with our customers are accomplished on a personalized level. If there is a problem, we will be there to help!

When all is totaled, Payroll, Pensions, Taxes, Agency, and Customer Service, we believe that it becomes abundantly clear why we call ourselves **SPECIALISTS**.

The true value of who Action Data is and what we can do is generally best recognized by those Administrators and CFO's who have the experience and knowledge to challenge their objectives and demand more from what they are currently receiving. If you are looking for just another Payroll Company, we can mimic what our competitors do, but you would be missing out in discovering why we have no equals in our market. When we deal with intelligent people who have the ability to recognize who we are and what we can do, we end up with a new client, as well as a new friend.

ACTION DATA SERVICES
REFERENCES
(Additional references available upon request)

Borough of Paramus Paramus, New Jersey	Sheri Luna (201)265-2100
Colts Neck Township Colts Neck, New Jersey	John Antonides (732)776-7224
Borough of Brielle Brielle, New Jersey	Denise Murphy (732)528-6600
Borough of Cliffside Park Cliffside Park, New Jersey	Frank Berardo (201) 313-2054
Borough of Elmwood Park Elmwood Park, New Jersey	Roy Riggitano (201)796-1457
Kearny Board of Education Kearny, New Jersey	Juan Faciolince (201)955-5004
North Jersey District Water Supply Commission Wanaque, New Jersey	Michael Broncatello (973)831-6225
Borough of Fort Lee Fort Lee, New Jersey	Matthew Rutch (908)212-7000
Township of Fairfield Fairfield, New Jersey	John McCluskey (973)882-2744
Borough of Waldwick Waldwick, New Jersey	Colleen Ennis (201)652-5300
Borough of Harrington Park Harrington Park, New Jersey	Kunjesh Trivedi (201) 768-8185
Moonachie Board of Education Moonachie, New Jersey	Laurel Spadavecchia (201)641-5833

**COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

**RESOLUTION
RESOLUTION NO. 2026-194**

TITLE: RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO VERDANTAS LLC FOR LICENSED SITE REMEDIATION PROFESSIONAL ENGINEERING SERVICES RELATED TO THE ENGLEWOOD CLIFFS OIL TANK REMOVAL AT DEPARTMENT OF PUBLIC WORKS FUNDED THROUGH VARIOUS CAPITAL IMPROVEMENTS BOND ORDINANCE NO. 2025-10 IN THE AMOUNT NOT TO EXCEED \$41,500.00

WHEREAS, the Borough of Englewood Cliffs requires Consulting Services involving a Licensed Site Remediation Professional (LSRP) related to the Englewood Cliffs oil tank removal at Department of Public Works; and

WHEREAS, this contract is being awarded as a Professional Service in accordance with the requirements of the Local Public Contracts Law (40A:11-5); and

WHEREAS, Verdantas LLC has provided for a proposal acceptable to the Borough in the amount of \$41,500.00, as a required disclosure award in accordance with N.J.S.A. 19:44A-20.5; and

WHEREAS, such services are required by the New Jersey Department of Environmental Protection for the ongoing remediation work on the site and; and

WHEREAS, the Borough has appropriated funds through Various Capital Improvements Bond Ordinance No. 2025-10 for the Department of Public Works Oil Tank Removal Project, and the professional engineering and Licensed Site Remediation Professional (LSRP) services authorized herein shall be funded from said capital appropriation; and

THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Englewood Cliffs as follows:

1. That the Borough Council of the Borough of Englewood Cliffs hereby awards a contract to Verdantas LLC, for Consulting LSRP Services related to the Englewood Cliffs Oil tank removal at Department of Public Works, as a required disclosure award in accordance with N.J.S.A 19:44A-20.5 in the amount of \$41,500.00; and
2. Verdantas LLC, has completed and submitted a Business Entity Disclosure Certification and a Personal Contribution Disclosure form which certifies that the vendor has not made any reportable contributions to a political or candidate committee in the Borough of Englewood Cliffs in the previous one year, and that the contract will prohibit the vendor from making any reportable contributions through the term of the contract.
3. The Chief Financial Officer has certified that sufficient funds are available for this contract through Various Capital Improvements Bond Ordinance No. 2025-10, under the following line-item appropriation:

Account No. Bond Ord 2025-10: C-04-25-010-003

– Not to Exceed \$41,500.00

CERTIFICATION

I hereby certify that this resolution, consisting of 2 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park

Mayor

Beauty Nadim, RMC/CMR

Municipal Clerk

June 30, 2026

Mr. Mark Neville
Borough of Englewood Cliffs, Department of Public Works
342 Hudson Terrace
Englewood Cliffs, NJ 07632
MNEville@englewoodcliffsnj.org

Re: DPW UST Closure and Regulatory Reporting – Revision 1
342 Hudson Terrace
Englewood Cliffs, New Jersey
Verdantas Project No. 43638

Dear Mr. Neville:

Verdantas LLC (Verdantas) is pleased to present to Borough of Englewood Cliffs - Department of Public Works (Client) the following revised proposal for continued Licensed Site Remediation Professional (LSRP) services associated with the closure of two regulated fuel underground storage tanks (USTs) located at the DPW facility at 342 Hudson Terrace, Englewood Cliffs, Bergen County, New Jersey (Site).

Project Background

Due to a tank test that showed a potential issue with the 4,000-gallon No. 2 diesel fuel UST at the facility, Englewood Cliffs has elected to take out of service and remove the Diesel tank and the adjacent 4,000-gallon gasoline UST. There are no known or suspected issues with the gasoline UST.

Englewood Cliffs has previously notified NJDEP of their intent to close the UST systems (NOI-UST#2023441) and have retained Alison Kokorsky of Verdantas as the LSRP-of-record for this case. Englewood Cliffs has also retained a contractor licensed in NJ to conduct UST closure activities.

LSRP oversight is required during this process to document closure activities, collect post-excavation soil samples to document the subsurface conditions, and prepare the appropriate reports for submittal to NJDEP.

Scope of Work

Task 1: Coordination and Project Management

Project initiation tasks will be performed, including completing the thorough vendor setup process and providing signed, notarized vendor forms and insurance information.

Verdantas will coordinate with Englewood Cliffs and their chosen contractor regarding field schedules and tasks required.

This task includes periodic communication with Englewood Cliffs and NJDEP regarding project status and progress. We will report any changes to the scope or unanticipated conditions encountered. This task also includes a summary of recommended next steps in the event that conditions are encountered where remediation is required beyond the Closure and SI phase.

In the event that concentration of any compounds are identified over Soil Remediation Standards (SRS), or if a hole or discharge is visually identified in the UST system, a discharge will be reported to NJDEP Incident Hotline and the LSRP will prepare and submit a Confirmed Discharge Notification per NJDEP requirements.

Task 2: Concrete Characterization

The UST Closure includes the removal of approximately 40 cubic yards of concrete from the removal of the pad above the USTs. Verdantas will utilize a hammer drill to collect one (1) concrete chip sample from the upper 1 inch of the slab to characterize the concrete for off-site disposal. If an on-site source of power is not available, a generator will be used to power the drill. The sample location will be biased toward observed staining, if present, and the sample will be analyzed for polycyclic aromatic hydrocarbons (PAHs) including naphthalene and 2-methylnaphthalene, Volatile Organic Compounds (VOCs) + 15 Tentatively Identified Compounds (TICs), tert-butyl alcohol (TBA), Category 1 Extractable Petroleum Hydrocarbons (EPH), and polychlorinated biphenyls (PCBs) per the NJDEP *Guidance for Characterization of Concrete and Clean Material Certification for Recycling* and incorporating common contaminants related to unleaded gasoline and diesel. The sample results will be used to determine the appropriate disposal option for the concrete.

Task 3: Field Oversight and Soil Sampling

Tank cleaning, removal, and residual waste disposal will be completed by others retained by Englewood Cliffs. As discussed above, Verdantas will coordinate with Englewood Cliffs and the contractor to provide a Verdantas scientist to be on-site during tank closure activities. Based on communication with Englewood Cliffs, the contractor anticipates the tank closure process to require 5 days to complete. Verdantas will oversee the UST removal, photograph the progress, and conduct soil screening with a calibrated Photoionization Detector as needed to document site conditions and determine required soil sampling locations.

When the tanks have been removed from the ground, Verdantas, with assistance of the contractor, will collect soil samples from the base and sidewalls of the excavation in accordance with Field Sampling Procedures Manual (FSPM) and the UST Regulations at NJAC 7:14B. Exact locations will be determined by field observations and field equipment readings (photoionization detector). Soil samples will be collected from immediately below the USTs and beneath the supply piping. Additional samples may be collected along the excavation sidewalls if field screening indicates evidence of potential impacts or if ground water is present in the excavation.



The LSRP will conduct a Site visit during the field activities.

Task 4: Laboratory Analysis

Samples will be transported to an NJDEP certified analytical laboratory for analysis. Soil samples will be analyzed for EPH, VOC+15, and TBA. Additional soil volume will be collected for further contingency analysis for naphthalene and 2-methylnaphthalene, and/or Synthetic Precipitation Leaching Procedure (SPLP) analysis, as needed, in accordance with regulatory and guidance documents.

Based on the anticipated conditions, approximately 15 samples are anticipated to be collected. The actual number of samples collected will be determined by conditions observed in the field. The total number of contingency analyses required will be determined by the results of the initial EPH and VOC results. Therefore, the budget for this task assumes that the analysis will include fifteen samples for EPH, VOC+15 and TBA, four samples for naphthalene and 2-methylnaphthalene, and three samples for SPLP VOC and/or naphthalene/2-methylnaphthalene. However, you will only be invoiced for the samples analyses actually conducted.

In addition, if soil conditions are observed that indicate "free product" (separate-phase petroleum) is or may be present, additional samples may be collected for further analysis.

Task 5: Data Analytical and Reporting

The analytical results will be compared to the 2025 NJDEP Soil Remediation Standards (SRS). The results will be evaluated to determine if any further remedial activities are required. Upon completion of the initial evaluation, Verdantas will provide a brief summary to Englewood Cliffs.

A Tank Closure and Site Investigation (SI) Report is required to be submitted to NJDEP by November 29, 2026. Verdantas will prepare the report, which will include a summary of the closure activities, discussion of analytical results, documentation of tank shell disposal, residual waste disposal, documentation of the import of clean backfill material, and a recommendation whether remediation is required. Please see the Assumptions Section below for a summary of documentation that will be required from Englewood Cliffs and/or the contractor.

If any impacts are identified and the case cannot be closed by November 29, 2026, a Receptor Evaluation (RE) is required to be completed as part of the submission. An RE includes an evaluation of the Site and nearby sites to determine if the impacts identified are a potential risk to sensitive receptors, if any are determined to be present. Potential receptors include residential, school or day care properties, potable wells, structures potentially subject to vapor intrusion, or sensitive ecological resources. If impacts are present, Verdantas will prepare the Initial RE. This task assumes that the RE will not identify sensitive receptors requiring evaluation, and a door-to-door potable well survey will not be triggered.



The SI report will be prepared and provided to Englewood Cliffs in draft form for review. Upon review and acceptance by Englewood Cliffs, Verdantas will submit the report and any required associated forms and attachments to NJDEP.

If impacts above the SRS are identified, further investigation and potential remediation will be required, and as discussed in Task 1, Verdantas will provide Englewood Cliffs with a summary, cost estimate and regulatory schedule for those activities. If no impacts are identified over SRS and no further investigation or remediation is deemed necessary, the LSRP will issue an unrestricted Response Action Outcome (RAO) for the UST system.

Project Budget

A summary of the estimated costs associated with the implementation of the tasks described above is provided below:

Task	Estimated Cost
Task 1: Coordination and Project Management	\$ 7,500
Task 2: Concrete Characterization	\$ 3,000
Task 3: Field Oversight & Sampling (5 Days)	\$ 13,000
Task 4: Laboratory Analysis	\$ 5,000
Task 5: Data Analysis and Reporting	\$ 13,000
Total Cost:	\$ 41,500

Verdantas will provide these services on a time and materials basis, with labor being charged in accordance with the enclosed Hourly Rate Schedule. The costs are based upon information described in this Scope of Work and our familiarity with the anticipated requirements and objectives of the project. If project conditions are identified to be significantly different or more complex than described, we reserve the right to revisit our Scope and costs.

Assumptions

The cost estimate provided is based on the following assumptions:

- The UST removal field activities will be completed in 5 days, as estimated by the tank contractor retained by Englewood Cliffs.
- All laboratory analysis will be conducted on a 1-week turnaround time.
- No additional analysis or sampling is required beyond what is described in this proposal.
- Ground water investigation is not required based on the anticipated depth to ground water.



- Client will provide or arrange right-of-entry and unrestricted access to the Site.
- The proposed scope of services can be completed during normal business weekday hours (approximately 8 AM to 5 PM).
- Contractor/Englewood Cliffs will be responsible for Utility Mark-outs and any permits required to conduct the excavation and copies of documentation will be provided to Verdantas. This includes any communication, approvals, or permits provided by the municipal inspector.
- Based on discussions with the Client, our understanding is that approximately 40 cubic yards of concrete is anticipated for disposal. Per the NJDEP *Guidance for Characterization of Concrete and Clean Material Certification for Recycling*, for a total quantity of less than 400 cubic yards, 1 sample should be collected per 100 cubic yards. As a result, 1 concrete sample will be collected for waste characterization analysis
- Contractor/Englewood Cliffs will be responsible to provide to Verdantas copies of all documentation of proper disposal including concrete disposal, tank shell recycling receipts, waste tank residuals disposal from interior cleaning activities, and permit documents.
- No soil waste characterization or disposal is included as part of this scope. No soil disposal is anticipated in this scope of Work however, no off-site transport of soil from the excavation may occur without approval of the LSRP.
- All fill /backfill to be imported by Contractor/Englewood Cliffs must be confirmed clean material. All material proposed to be imported must be approved by the LSRP in advance of import to the Site. Clean native quarry material from a licensed quarry will be approved without sampling. All documentation of the source and volume of imported material must be provided to the LSRP.
- The field investigation work can be completed in standard or modified Level D personal protective equipment (PPE).
- This scope includes either the completion of an Initial RE if impacts are identified, or the completion of a Response Action Outcome (RAO) if no impacts are identified. If impacts are identified, Verdantas will provide a separate proposal for supplemental remedial activities.

Project Schedule

Verdantas can begin scheduling these activities immediately upon authorization. The proposed work will be billed on a time and materials basis, in accordance with our standard fee schedule (attached). You will only be billed for actual work completed. The proposed work is estimated to take approximately 90 days to complete.

If additional services are requested, Verdantas will provide a separate quote for those services. Additional work, if and as necessary, will be performed in accordance with our Hourly Rate



Schedule. The cost included in this Scope of Work may be modified upon the collection of additional information that indicates conditions are significantly different from those currently anticipated.

Standard of Care and Limitations

As required by law, the tank contractor retained by Englewood Cliffs will contact New Jersey One Call to locate and mark public utilities. We request that any available information about private utilities be provided by your office and/or any other knowledgeable party. You should be aware that even with the use of a private utility subcontractor, not all utilities can be positively identified (e.g., sanitary sewer laterals, PVC drains, etc.). Verdantas, and our subcontractors if applicable, will not be responsible for damages to, or repair of, utilities.

Verdantas shall perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of its profession practicing in the same or similar locality at the time of service. No other warranty, express or implied, is made or intended by our proposal or by our oral or written reports. The work will not attempt to evaluate past or present compliance with federal, state, or local environmental or land use laws or regulations. Conclusions presented by Verdantas regarding the Site to be investigated shall be consistent with the Scope of Work, level of effort specified, and investigative techniques employed. Reports, opinions, letters, and other documents will not evaluate the presence or absence of any compound or parameter not specifically analyzed and reported. The presence of asbestos, radiation, radon, lead, electromagnetic fields, and indoor air quality will not be investigated, unless specifically stated in the Scope of Work. Verdantas makes no guarantees regarding the completeness or accuracy of any information obtained from public or private files or information provided by subcontractors.

Furthermore, the report will be prepared for and made available for the sole use of the Client and its legal counsel. The contents thereof may not be used or relied upon by any other person or entity without the express written consent and authorization of Verdantas.

Authorization and Terms

The work performed under this Scope of Work (SOW) will be governed by the enclosed General Terms and Conditions and Supplemental Terms for Licensed Site Remediation Professional (LSRP) Services. If the proposed SOW, project costs, and contractual terms are acceptable to you, we request that you return one signed copy of this letter or provide a purchase order to us as written authorization to proceed.



Closing

Thank you for the opportunity to provide you with our proposal for Environmental Consulting Services in conjunction with this project. Should you have any questions or require additional project information, please feel free to call me at 908-895-1879, or you may e-mail me at akokorsky@verdantas.com.

We look forward to working with you on this project and appreciate the opportunity to be of service to you.

Sincerely,

Verdantas LLC



Alison Kokorsky, LSRP
Senior Project Manager
akokorsky@verdantas.com



Michelle Bouwman, LSRP
AVP, NJ/NY Division Leader
mbouwman@verdantas.com

cc:

Jon Wood, Project Manager, Verdantas

Attachments

Attachment 1: General Terms and Conditions

Attachment 2: Supplemental LSRP Terms

Attachment 3: Hourly Rate Schedule



Scope of Work: Project Number 43638
June 30, 2026

Signature

We accept, on this _____ day of _____ (month and year) the above
Proposal for the Scope of Work.

Client Printed Name

Job Title

Signature



Attachment 1: General Terms and Conditions



1. Definitions. As used in this Agreement, the following definitions apply:

- 1.1. **"Agreement"** means these General Terms and Conditions, any Proposal accepted or authorized by Client, and any Task Order amendments or supplements thereto and executed by both Parties.
- 1.2. **"Claims"** means any and all liabilities, claims, suits, losses, damages, fines, penalties, and costs, including reasonable attorney's fees and other legal fees and related legal expenses.
- 1.3. **"Project"** means the reasonably related Services and tasks outlined in the applicable accepted Proposal(s) or executed Task Order(s), and relevant amendments thereto, and encompasses all activities, deliverables, objectives, and milestones that the Consultant is contracted to complete within the agreed-upon timeframe and budget.
- 1.4. **"Proposal"** means a document prepared by Consultant by which Consultant offers to perform specific Services for or on behalf of Client. The Proposal shall describe the scope of Services offered and provide an estimated budget for the Services. The Proposal may also include a proposed project schedule and related details regarding the Services.
- 1.5. **"Services"** means the work performed or to be performed by Consultant, including temporary or supplemental staff as necessary, pursuant to an accepted Proposal and executed Task Order and includes all Consultant work product. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- 1.6. **"Site"** means any site upon which or in relation to which Services may be performed.
- 1.7. **"Task Order"** means a document by which Client authorizes Consultant to provide specific Services as set forth in a Proposal. The term Task Order may refer to a Work Order, Purchase Order, Requisition for Services, Authorization, Notice to Proceed, or other equivalent document.

2. Project Authorization and Contract Documents.

- 2.1. During the Term of this Agreement, Client may periodically request Consultant to provide Proposals to perform professional Services for or on behalf of Client. In response to each such request, Consultant shall prepare a Proposal that integrates this Agreement and describes the proposed Scope of Services and associated fees and submit the Proposal to Client for its consideration. Depending on the Services to be offered, the Proposal may contain supplementary terms that modify the terms and conditions set forth in this Agreement. If the Proposal is acceptable to Client, Client may authorize Consultant to proceed with the Project by executing the Proposal and returning it to Consultant. Alternatively, Client may authorize the Project or a mutually-acceptable portion thereof, by Client preparing, or requesting Consultant prepare, a Task Order, as defined herein, for execution.
- 2.2. For any specific Project, in the event of an inconsistency between the terms of this Agreement and the terms of Consultant's Proposal or the terms of a Task Order, the terms and/or conditions of the document most recently executed by both Parties shall control.
- 2.3. Unless expressly stated otherwise in a Proposal, the fees, costs, and schedules in the Proposal constitute Consultant's estimated costs and estimated schedule for the Services. These estimates are not guaranteed. Consultant shall inform Client if it determines at any time that a material change to the nature, time, cost, or extent of Services is required or advisable. No material change will be made without Client's consent except pursuant to Section 13, below.
- 2.4. The Services for specific projects may be revised as agreed upon by the Client and Consultant which may, depending on the revision and its timing, be set forth in a Task Order incorporating the scope and cost of the revised or additional work. The new, revised, or amended Task Order shall be effective upon execution by both Consultant and Client.

3. Term and Effective Date. The Agreement shall be effective the date it has been signed by both Parties and shall continue in force and effect for a period of three (3) years or until (i) all Task Orders have been completed and all Consultant's invoices have been paid in full, whichever is longer; (ii) the Agreement is terminated by either Party; or (iii) the Agreement has been modified, or the Term has been extended, by a writing executed by both Parties.

4. Force Majeure.

4.1. Consultant's fees, costs, and schedule are subject to equitable adjustments, up to and including termination of the Agreement, for delays caused by occurrences or circumstances beyond Consultant's reasonable control, such as fires, floods, earthquakes, strikes, riots, war, terrorism, threat of terrorism, acts of God, acts or regulations of a governmental agency, emergency, security measures or other circumstances, including, without limitation, unusual weather conditions ("**Force Majeure**").

4.2. If Consultant determines in its sole discretion, based on circumstances surrounding a Force Majeure event and its effect on the Services, that the health or safety of its personnel or its subcontractors' personnel is or may be at risk, Consultant shall have the right to temporarily cease providing its Services, and after consultation with Client and obtaining Client's approval, to take such measure as Consultant deems necessary to protect personnel, the environment, or property, at Client's expense.

5. Hazardous Substances; Reporting Obligations; General Risks.**5.1. Unanticipated Hazardous Substances.**

A. Hazardous substances may exist at a site where there is no reason to believe that they are present ("**Unanticipated Hazardous Substances**"). The Parties agree that the discovery of Unanticipated Hazardous Substances constitutes a changed condition and may require a renegotiation of the Scope of Services, an adjustment of the schedule or estimated costs, or termination of the Task Order. Consultant shall notify Client as soon as practicable should Unanticipated Hazardous Substances be encountered.

B. Client waives any claim against Consultant and agrees that Consultant shall not be liable for any Claim for injury or loss arising from Consultant's discovery of, or responses to, Unanticipated Hazardous Substances.

C. In the event that samples or materials are collected as part of the Services, and the samples or materials contain hazardous substances or constitute hazardous waste, as defined by federal, state, or local statutes, regulations, ordinances or related requirements, Consultant will, after completion of testing, (i) return such samples and materials to the Client, or (ii) using a hazardous waste or hazardous materials manifest signed by Client as generator, have such samples and materials transported to a location selected by Client for final disposal. Client agrees to pay the costs associated with the storage, transport, and disposal of such samples and materials. Client hereby assumes all potential liability as generator of the waste, including liability under CERCLA for arranging for the disposal of the hazardous substances.

5.2. Reporting Immediate Threats.

A. In accordance with individual state laws and regulations, the performance of the Services under the Agreement may require Consultant to act as a state-certified or registered professional with certain professional obligations owed to the public, including, in some instances, an independent duty to report the existence of certain environmental conditions, discharges or threats of releases or circumstances that in Consultant's professional judgment pose an imminent threat to public health or the environment ("**Immediate Threat**"). Consultant will report any such Immediate Threats it discovers and its assessment of the significance of the Immediate Threat to the Client so that the Client can report to the proper regulatory authorities.

B. If the Client fails to promptly report an Immediate Threat to the proper authorities as required by law, Consultant shall inform Client that it reasonably believes that Consultant has an independent legal or ethical responsibility to do so, citing the regulatory or ethical requirement in writing. If the Client still fails to report the Immediate Threat, Consultant may report such to the authorities. Client agrees that Consultant shall not incur liability for making any such disclosures or reports.

C. Client acknowledges that Consultant's obligations under state laws and regulations may conflict with the interests of the Client. The Client shall not seek to hold Consultant liable in the event of any actual or alleged conflict between the interests of the Client and the requirements of the applicable state law and regulations. The obligations of this paragraph shall extend also to any federal obligations imposed upon Consultant in connection with the Services.

5.3. **General Risks.** Client recognizes that special risks exist and "guarantees" cannot be expected under the Agreement, specifically in Consultant's determinations regarding the composition of a site's subsurface including the existence or non-

existence of hazardous or regulated substances Consultant cannot eliminate these risks or guarantee any particular result. Client acknowledges that an increased scope of investigation may reduce, but not eliminate risk. The passage of time also affects the information presented in the report. Consultant opinions are based upon the scope of Services performed and the information and observed site conditions that existed at the time Consultant's opinions were formulated.

5.4. **Waste Containment.** If hazardous or toxic waste, hazardous materials, hazardous chemicals or compounds, or hazardous substances, or waste regulated by local, state, provincial or federal law, including, without limitation, any sampling materials such as drill cuttings and fluids or asbestos ("**Waste**") are encountered by Consultant, Consultant shall have the option, but not the obligation, to appropriately containerize the Waste and either (i) leave the containerized Waste on Site for proper disposal by Client or (ii) using a manifest signed by Client as generator, assist Client with transportation of the Waste to a location selected by Client for disposal. Client acknowledges that at no time does Consultant assume authority over the transportation or disposal of, or title to, or the risk of loss associated with, the Waste. Client agrees Consultant shall have no liability for any and all Claims (including, without limitation, any liability derived from any local, state, provincial or federal law) in any way related to Consultant's assistance with the storage, transportation, or disposal of the Waste, except to the extent such Claims result from Consultant's gross negligence or willful misconduct.

6. Labor Rates.

6.1. For Services charged on a time-and-material or cost-reimbursable basis, labor, costs, and expenses will be billed to Client as indicated in the Proposal or Task Order.

6.2. All labor rates are subject to periodic adjustment by Consultant. If labor rates are not stated in the Proposal, Consultant's standard labor rates in effect at the time Services are performed shall apply.

6.3. If Services covered by the Proposal are subject to taxes or fees (except income taxes), such costs will be charged to and reimbursed by Client. A handling and administrative charge of 15% will be added to all subcontractor or subconsultant expenses.

7. Invoices and Payment.

7.1. Services shall be invoiced monthly, or as otherwise set forth in the Proposal or Task Order. Unless otherwise agreed in writing, invoices will be payable within thirty (30) days of receipt by the Client. If the Client objects to any portion of an invoice, the Client shall notify Consultant in writing within seven (7) business days from the date of receipt of the invoice, and shall state the reasons for the objection, and timely pay the portion of the invoice that is not in dispute. The Parties shall work together in good faith to settle the disputed portion of any invoice. If any billing and payment dispute cannot be resolved within thirty (30) days of Consultant's receipt of written notice thereof, Consultant may pursue all legal and equitable remedies under applicable law in a court of competent jurisdiction.

7.2. Consultant may furnish opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs (collectively, "**Opinions of Probable Cost**"). Opinions of Probable Cost prepared by Consultant hereunder will be made on the basis of Consultant's experience and qualifications and will represent Consultant's judgment as an experienced and qualified design professional. Consultant does not represent, warrant, or guarantee the accuracy of such estimates and shall not be liable should actual costs differ from issued Opinions of Probable Cost.

7.3. Invoiced charges not paid within the time periods set forth in Section 7.1, shall be deemed delinquent and accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by applicable law, whichever is less. Late payments shall be first applied to accrued interest and then to unpaid principal. Interest charges will not apply to any disputed portion of an invoice, to the extent the dispute is resolved in favor of the Client.

8. Termination.

8.1. Either Party may terminate the Agreement for cause by written notice to the other Party (i) upon breach by the other Party of a material obligation under the Agreement, (ii) if the other Party goes into bankruptcy, is liquidated or is otherwise unable to pay its debts as they become due, or (iii) if the other Party resolves to appoint or has appointed for it an administrator, receiver or other similar officer affecting the Party's business, property or assets in a manner that affects or could affect the Party's ability to pay its debts as they become due or its ability to fulfill its obligations under this Agreement or a contract integrating this Agreement.

8.2. If the Agreement is terminated by either Party for cause, Consultant shall cease provision of Services. Any termination for cause will be effective only if the terminated Party is given (a) at least 10 calendar days' written notice of termination, (b) opportunity to consult with the terminating Party before the termination date, and (c) reasonable opportunity to cure the breach. The foregoing notwithstanding, if Client fails to pay any invoice within 10 business days of its due date, Consultant reserves the right to stop performance of the Services immediately upon notice to Client of its non-payment.

8.3. Client may terminate the Agreement for its convenience upon five (5) business days' written notice to Consultant, in which event Client shall pay all fees and expenses for Services accrued as of the termination date and Consultant's reasonable costs resulting from termination, including, without limitation, demobilization costs, as detailed in a final invoice.

9. Insurance.

9.1. During the term of this Agreement, Consultant shall, at its own expense, maintain and carry the insurance as set forth below. Consultant will furnish certificates of such insurance or policy declaration pages upon request.

TYPE	LIMITS
Worker's Compensation	Statutory Limit
Employer's Liability	
Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
Commercial General Liability including Contractual Liability, Broad Form Property Damage, and Completed Operations	\$1,000,000 (Combined Single Limit) \$2,000,000 (General Aggregate)
Automobile Liability , including Bodily Injury/Property for Owned, Hired, and Non-Owned Vehicles	\$1,000,000 (Combined Single Limit)
Professional Liability (Errors and Omissions)	\$5,000,000
Per Claim Aggregate	\$5,000,000
Pollution Liability Coverage	\$5,000,000
Per Claim Aggregate	\$5,000,000
Excess Liability (Umbrella Form)	\$5,000,000

9.2. Upon written agreement of the Parties, Consultant may procure and maintain additional insurance coverage or increased policy limits at Client's expense.

10. Indemnification; Limitation of Liability.

10.1. Consultant shall indemnify Client, its affiliates and their respective directors, officers, and employees (individually and collectively, "**Client Indemnitees**") from and against Claims arising out of the Agreement, to the extent Claims are caused by the negligence, breach of contract, or willful misconduct of Consultant. The foregoing does not include Client's attorney's fees or other fees.

10.2. Client agrees that Consultant, its affiliates and their respective directors, officers, employees, and contractors (individually and collectively, "**Consultant Indemnitees**") does not assume liability for Claims arising out of the Agreement, to the extent Claims are caused by the negligence, breach of contract, or willful misconduct of Client.

10.3. Client agrees that Consultant shall not be liable for any environmental hazard, contamination or pollution, whether latent or patent, or the violation of any law or regulation relating thereto, existing at a Site prior to commencement of the Services ("**Pre-Existing Condition**") and further agrees that Consultant shall not be liable for Claims sustained in connection with a Pre-Existing Condition except to the extent the Pre-Existing Condition is exacerbated by the negligence or willful misconduct of a Consultant Indemnitee.

10.4. The provisions of this Section 10 will (i) apply to the fullest extent allowed by law, and (ii) survive the completion of Services and the expiration, cancellation, or termination of the Agreement.

11. Standard of Care.

11.1. Consultant's Services shall be performed using the degree of care and skill ordinarily exercised by other members of the engineering and science professions providing substantively similar Services in the same locality and time, subject to the time limits and financial and physical constraints applicable to the Services and Project. Consultant makes no representations

and provides no warranties or guarantees other than those expressly set forth herein. Any implied representations, warranties, or guarantees are expressly disclaimed.

12. Client Responsibilities.

12.1. Client shall assist Consultant in connection with Services as reasonably necessary, including, without limitation, as specified in the authorized Proposal. If applicable to the Services, Client will provide Consultant:

- A. Clean, secure, and unobstructed space at the Site, as applicable and available, for Consultant's and its subcontractors' equipment and vehicles.
- B. Specifications (including, without limitation, facility schematics, Site schematics, engineering drawings and plot plans) detailing the construction of underground and aboveground facilities located at the Site that pertain to Consultant's Services or are necessary to enable Consultant to perform the Services.
- C. Approval of each specific location for boring, drilling, excavation or other intrusive work and identification of concealed or underground utilities, structures, obstructions, obstacles, or sensitive conditions before Consultant commences work at the location. If Client does not identify the location of the concealed and underground items or approve each location of intrusive work, Client agrees that Consultant shall not be liable for any harm, injury, or damages arising out of or related to contact with such hazards.
- D. Selection of any hazardous waste transporter and disposal facility and arrangements for execution of the waste generator portion of any bill of lading, waste manifest, waste profile and related documents.
- E. All information related to the Services in Client's possession, custody or control reasonably required by Consultant or which Client knows would affect the accuracy or completeness of Services.

12.2. *Site Access.*

- A. Client shall provide reasonable ingress to and egress from the Site for Consultant and its subcontractors and their respective personnel, equipment, and vehicles, including but not limited to obtaining any, site access, consents or easements and complying with their terms. If Client does not own the project site, Client warrants and represents to Consultant that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Consultant.
- B. Client acknowledges that Consultant's ability to comply with the schedule for performance of Services is contingent upon timely and complete Site access. Consultant shall not be responsible for damages or delays arising from the Client's actions or inactions regarding Site access. Depending on the Services to be performed in connection with the Project, Consultant's Proposal may require that an authorized, knowledgeable representative of the Site owner be present during some or all of the on-site activities.
- C. Unless otherwise expressly agreed in writing by the parties, Client is responsible for Site security.

12.3. Client warrants and represents that all information provided by, on behalf of, or at the request of Client or any governmental agency to Consultant (including any Consultant subcontractor), shall be accurate and complete. Consultant has the right to rely on such information, without independent investigation, verification, or inquiry.

13. Mutual Commitment to Workplace Ethics. Both Client and Consultant acknowledge the benefits of maintaining business practice standards designed to maintain a healthy workplace, and to foster cooperation and respect between business partners. Client and Consultant (including their respective employees, representatives, agents, and subcontractors) agree to recognize this by conducting themselves accordingly, including, at a minimum, compliance with all applicable laws, rules, regulations, and standards. Client and Consultant agree that neither shall engage in discrimination or discriminatory practices based on age, race, religion, ancestry, sex, gender identity, ethnic or national origin, marital status, disability, veteran status, sexual orientation, political affiliation, or genetics. Client and Consultant further agree that neither shall engage in, tolerate, or permit physical, verbal, mental or sexual harassment by, against, or among its employees, representatives, or agents.

14. Change Orders.

14.1. Consultant shall complete its Services as set forth in the authorized Proposal or Task Order unless modified in writing by Client and Consultant ("**Change**"). Consultant shall be entitled to equitable adjustment in compensation and schedule based on the agreed to changes.

- 14.2. In the event of a Change, the Client may choose to: (i) authorize completing the Services as originally defined; (ii) authorize additional funds to complete the revised Proposal or Task Order; or (iii) request that provision of Services cease upon reaching a specific expenditure level. If option (iii) is selected, then Consultant will turn over such data, results and materials completed at the authorized level. Regardless of which option is selected, Client agrees to pay Consultant for all work properly performed, and Consultant and Client shall both continue to fulfill their obligations under this Agreement.

15. Use of Name. Client authorizes Consultant to use Client's name, and a general description of the Services and subject matter thereof, as a reference for prospective clients and projects.

16. No Third-Party Reliance. Except as provided otherwise herein, the authorized Proposal, the applicable Task Order, or is subsequently agreed in writing by Consultant, the Agreement does not, and is not intended to, grant to any person other than Consultant and Client any benefit, right or remedy hereunder. Unless otherwise expressly agreed by Consultant in writing, Client will not provide Consultant's work product to any third party, and no third party will have the right to rely on the Services or Consultant's Work Product. If a court determines, notwithstanding this Section 16, that a third party has the right to rely on Services, to the fullest extent allowable under applicable law, such reliance is subject to the limitations included in the Agreement. Client agrees Consultant shall have no liability for Claims resulting from a Client Indemnitee directly or indirectly providing Consultant work product to a third party absent Consultant's prior express written consent.

17. Work Product.

- 17.1. Client agrees that Consultant shall retain ownership rights in all deliverables conceived, developed, or made by Consultant and its affiliates during performance of the Services including all documents, data, calculations, field notes, estimates, work papers, reports, materials, methodologies, technologies, know-how and all other information prepared, developed, or furnished by or on behalf of Consultant ("**Work Product**"). Client acknowledges and agrees that Consultant shall maintain all ownership rights in technical information, inventions, discoveries, improvements, and copyrightable material, made or conceived by Consultant prior to its commencing performance of the Services or developed by Consultant outside the scope of the Services.
- 17.2. Upon its receipt of payment in full for the Services, Consultant shall grant Client a non-exclusive, royalty-free license to use such work product only for the Project, as specified by the authorized Proposal or applicable Task Order, for the purposes for which was prepared by Consultant.
- 17.3. Work Product is created solely for the purposes of Consultant's performance of the Services. Any unauthorized changes made by Client to, and any re-use by Client of, the Work Product, shall be at Client's sole risk and without liability to Consultant.
- 17.4. Consultant makes no warranty as to the compatibility of the electronic data included in Work Product for any operating system, software, or software version other than that stated in a specific project Proposal or Task Order. By accepting electronic data, Client acknowledges the risks and waives any and all claims against Consultant in the event of incompatibility or alteration of Work Product by an operating system or software not due to the actions of either Party.

18. Severability. If one or more provisions of this Agreement is determined to be invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness, and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar in intent to the subject provision as possible without compromising the validity or enforceability of the substitute provision.

19. Governing Law; Conflict Resolution.

- 19.1. The Agreement is governed by and shall be construed in accordance with the laws of the state in which the Project is located. The state courts in which the Project is located have exclusive jurisdiction and venue over all disputes arising out of the Agreement and is deemed to be the place of performance for all obligations under the Agreement. The Parties waive any objection to this section on grounds of inconvenient forum or otherwise.
- 19.2. The Parties agree that all disputes arising under the Agreement shall be submitted to nonbinding mediation unless the Parties mutually agree otherwise. The Parties agree to waive their rights to a jury trial of any conflict related hereto.
- 19.3. All causes of action, including but not limited to actions for indemnification, arising out of or relating to Consultant's work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either:

(i) the date of substantial completion of the Services, for acts or failures to act occurring prior to substantial completion, or
(ii) the date of issuance of Consultant's final invoice, for acts or failures to act occurring after substantial completion of the Services.

19.4. As to any dispute involving Client or the subject matter of the Services in which Consultant is either not a named party or not at fault, Client shall reimburse Consultant for any reasonable attorney's fees, other legal fees and expenses, and other costs incurred and the time of Consultant's personnel spent in responding, defending, or participating in subpoenas, depositions, examinations, appearances or production of documents/records.

20. Miscellaneous.

20.1. *Interpretation.* Words in the singular include the plural and vice versa. Section captions are for convenience only and do not affect the meaning or construction of the terms set forth in this Agreement. A reference to a specific item as included within a general category does not exclude items of a similar nature, unless expressly stated otherwise.

20.2. *Non-solicitation.* During the term of this Agreement and for one year thereafter, Client will not target and then hire any Consultant professional providing services to Client under this Agreement. Without limiting any damages or other remedies, immediately upon any breach of the foregoing, Client will pay Consultant an amount equal to 50% of Consultant professional's ending annual salary with Consultant.

20.3. *Subcontracts.* Consultant may subcontract all or any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Consultant of any of its obligations under this Agreement.

20.4. *Entire Agreement.* The Agreement, including approved Proposals and applicable Task Orders, constitutes the entire understanding between the Parties and the full and final expression of such understanding, and supersedes all prior and contemporaneous agreements, representations, or conditions, express or implied, oral, or written.

20.5. *Waiver; Amendment.* A provision of this Agreement may be waived, deleted, or modified only by a document signed by the Parties stating their intent to modify the Agreement.

20.6. *Survival.* Sections 7, 10, 15, 16, 17, 18 and 19 and all provisions of this Agreement that by their nature would usually be construed to survive an expiration or termination shall survive the expiration or termination of the Agreement.

20.7. *Notices.* Unless Consultant is directed otherwise, any required Notices provided hereunder will be made in writing to the persons identified in the Proposal and delivered by electronic mail, first class mail, or such services as may be agreed by the Parties.

20.8. *Relationship of Parties.* The Agreement does not give either Party the authority to act as an agent or partner of the other Party, or to bind or commit the other Party to any obligations. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust, or other association of any kind. *Language.* Client hereby confirms and agrees that this Agreement and all documents relating hereto be drafted in English.

Attachment 2: Supplemental LSRP Terms



**SUPPLEMENTAL TERMS FOR
LICENSED SITE REMEDIATION PROFESSIONAL SERVICES**

BOROUGH OF ENGLEWOOD CLIFFS, DEPARTMENT OF PUBLIC WORKS ("Client") hereby authorizes Consultant to perform professional services by a Licensed Site Remediation Professional ("**LSRP**") in accordance with the New Jersey Site Remediation Reform Act ("**SRRA**"), and the Parties agree as follows:

1. In compliance with SRRA, Client, as a person taking responsibility for conducting the remediation, is obligated to obtain the services of an LSRP to conduct remediation under New Jersey Department of Environmental Protection ("**NJDEP**") regulations and that Consultant will assign an LSRP to the project.
2. The Client acknowledges that the LSRP assigned by Contractor has independent obligations as a licensed professional to comply with all rules and regulations of the State of New Jersey to protect human health and the environment and conduct all remediation services in accordance with applicable NJDEP regulations.
3. The LSRP has an independent obligation to notify NJDEP of Immediate Environmental Concern conditions, as defined under the SRRA, as well as any known contaminant discharges at the Site for which the LSRP is responsible, which may be identified during this project. The LSRP has an independent obligation to notify the NJDEP if a Mandatory or Site-Specific Expedited Remediation Timeframe referenced in N.J.A.C. 7:26C-3 is not anticipated to be met based on the LSRP's professional judgement. The LSRP will notify the Client if site conditions or project activities require that such notice to the NJDEP be made.
4. The Client agrees to conduct the investigation or remediation as directed by the LSRP of record on the project. If, in the opinion of Consultant and the assigned LSRP, the Client is not conducting the project in accordance with the requirements specified by the LSRP, Consultant will notify the Client and if the condition is not corrected will terminate this Authorization and Agreement and notify NJDEP that the Consultant assigned LSRP is no longer acting as the LSRP of record for the site.
5. The Client waives its right to bring any personal liability claims directly against the LSRP and other Consultant employees. Nothing in this provision shall be construed as a waiver by the Client to assert any claim against Consultant, including any claim against Consultant's insurance providers, arising from or relating to the services performed by Consultant pursuant to this Authorization.
6. Consultant and its assigned LSRP will provide the services in accordance with SRRA. Should the Client disagree with the LSRP, the Client's sole remedy is to terminate further services of Consultant and the assigned LSRP. The Client agrees that neither Consultant nor the assigned LSRP has any liability to the Client for any notice, delay, penalty, fine, loss of use, remedial cost, or any other cost associated with the Client's failure to promptly implement all site remediation recommendations provided by the LSRP. Consultant reserves the right to withhold issuance of the Response Action Outcome until all accounts are paid in full.
7. The Client acknowledges that NJDEP has the right to audit, review and possibly overturn the RAO issued by the LSRP within 3 years under SRRA regulations. The Client agrees to compensate Consultant for any costs or damages resulting from an NJDEP audit or review procedure including but not limited to costs associated with the preparation for any meetings, preparation of additional reports, maps, sampling, and or any additional remediation required to address NJDEP comments.

Attachment 3: Hourly Rate Schedule



VERDANTAS NORTHEAST AREA (MA, NY/NJ)
2026 STANDARD BILLING RATE SCHEDULE



Professional Services	Hourly Rate	Survey	Hourly Rate
Senior Consultant I	\$255.00	Staff Surveyor I	\$125.00
Senior Consultant II	\$266.00	Staff Surveyor II	\$146.00
Senior Consultant III	\$284.00	Staff Surveyor III	\$162.00
Senior Consultant IV	\$315.00	Surveyor	\$182.00
		Senior Surveyor	\$219.00
Project Manager I	\$190.00		
Project Manager II	\$200.00	Survey Crew Member	\$94.00
Project Manager III	\$208.00	Survey Crew Chief	\$125.00
Senior Project Manager I	\$230.00	Survey Crew	\$219.00
Senior Project Manager II	\$246.00		
		CAD/GIS/Data Management	Hourly Rate
Staff Engineer/Scientist I	\$148.00	Project Designer	\$146.00
Staff Engineer/Scientist II	\$163.00	Senior Project Designer	\$162.00
Staff Engineer/Scientist III	\$174.00		
Scientist/Engineer I	\$190.00	CAD Designer I	\$125.00
Scientist/Engineer II	\$200.00	CAD Designer II	\$141.00
Scientist/Engineer III	\$208.00	CAD Technician I	\$110.00
Senior Scientist/Engineer I	\$230.00	CAD Technician II	\$125.00
Senior Scientist/Engineer II	\$246.00	CAD Technician III	\$130.00
Support	Hourly Rate	GIS Technician I	\$110.00
Administrative/Project Controls Staff I	\$98.00	GIS Technician II	\$125.00
Administrative/Project Controls Staff II	\$129.00	GIS Analyst I	\$130.00
		GIS Analyst II	\$141.00
Technician I	\$93.00	Senior GIS Analyst	\$162.00
Technician II	\$101.00		
Technician III	\$117.00	Data Manager	\$146.00
Senior Technician	\$125.00	Senior Data Manager	\$162.00
Professional Technician	\$177.00		
Construction Representative I	\$110.00		
Construction Representative II	\$120.00		
Construction Representative III	\$130.00		
Senior Construction Representative	\$140.00		

Notes

1. Standard Billing Rates: Our standard billing rates are reviewed no less than annually and may be adjusted at those times.
2. Expert Testimony: Litigation, expert witness, and all other legal and court related appearances will be billed at twice the standard fee schedule rate. There is a minimum eight-hour charge per day and a minimum overall fee of \$2,000 per case.
3. Higher Hourly Rates: Certain services, such as emergency/rapid response consulting, may be subject to higher hourly billing rates as agreed upon on a project-specific basis.
4. Overtime: Overtime for time worked on a project exceeding 8 hours per day, Holidays, and/or Sundays will be billed at 1.5 times the standard rate or as agreed upon on a project-specific basis.
5. Field Equipment and Supplies: Field equipment and in-house supplies will be billed at fixed unit prices, subject to periodic updates.
6. Subcontractors and Project Expenses: All project-related expenses are chargeable at cost plus 10% or in accordance with the specific project agreement. Subcontractor charges, costs of rental of specialized equipment, and any other costs not associated with normal overhead are billed at cost plus 15% or in accordance with the specific project agreement.
7. Mileage: The mileage for personal vehicles will be billed at the current United States Internal Revenue Service reimbursement rate.
8. General Terms and Conditions: Please refer to the Verdantas General Terms and Conditions for further details.



COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY

RESOLUTION
RESOLUTION NO. 2026-195

TITLE: RESOLUTION AUTHORIZING THE BOROUGH OF ENGLEWOOD CLIFFS TO PARTICIPATE AS A MEMBER OF THE RIVERSIDE COOPERATIVE PRICING SYSTEM AND TO ENTER INTO A COOPERATIVE PRICING AGREEMENT

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Borough of Northvale, hereinafter referred to as the "Lead Agency " has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on July 8, 2026, the Governing Body of the BOROUGH OF ENGLEWOOD CLIFFS, County of Bergen, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:

1. **TITLE:** This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the Borough of Englewood Cliffs.
 2. **AUTHORITY:** Pursuant to the provisions of *N.J.S.A. 40A:11-11(5)*, the Borough Administrator is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.
 3. **CONTRACTING UNIT:** The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.
 4. **EFFECTIVE DATE:** This resolution shall take effect immediately upon passage.
-

CERTIFICATION

I hereby certify that this resolution, consisting of 2 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

AGREEMENT

PARTICIPANTS:

This Agreement made and entered into this 1st day of January, 2026 by and between the Borough of Northvale (hereinafter referred to as the "Lead Agency"), and the Boroughs of Alpine, Bergenfield, Closter, Cresskill, Demarest, Dumont, Englewood Cliffs, Harrington Park, Harrington Park Board of Education, Haworth, Hillsdale, Little Ferry, Montvale, New Milford, Paramus, River Edge and Tenafly (hereinafter referred to as the "Riverside Cooperative").

WITNESSETH

LEGAL AUTHORITY:

WHEREAS, N.J.S.A. 40A:11-11(5) specifically authorizes two or more contracting units to enter into a Cooperative Pricing Agreement for the purchase of work, materials, and supplies; and

WHEREAS, the Lead Agency is conducting a voluntary Cooperative Pricing System utilizing administrative purchasing services and facilities of the Lead Agency pursuant to Cooperative Pricing Agreements entered into by the Lead Agency and this Cooperative Pricing Agreement is to effect substantial economies in the purchase of work, materials, and supplies; and

WHEREAS, all parties hereto have approved the Agreement by Ordinance or Resolution as appropriate, in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purpose.

NOW, THEREFORE, in consideration of the promises and the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The work, materials and/or supplies to be priced cooperatively may include repaving, water and sewer/storm repairs/vegetative collection/disposal services, energy, equipment purchase, materials and other items as two or more Participating Contracting Units in the Riverside Cooperative agree can be purchased on a cooperative basis. The items and classes of items which may be designated by the Participating Contracting Units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as

hereinafter provided.

Administration and Operation of System:

2. The Lead Agency, on behalf of all Participating Contracting Units, at the beginning of participation in the Riverside Cooperative, a Cooperative Pricing System, and during each January thereafter, or during the month of the anniversary date of the registration of the System, shall publish a legal ad in such format as required by the State Division of Local Government Services in a newspaper normally used for such purposes by it to include such information as:

- (1) The name of the Lead Agency soliciting competitive bids or informal quotations; and
- (2) The address and telephone number of the Lead Agency; and
- (3) The State Identification Code for this Cooperative Pricing System; and
- (4) The expiration date of the Cooperative Pricing Agreement.

3. Each of the Participating Contracting Units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation and filing of specifications as provided by law.

4. The specifications shall be prepared and approved by the Lead Agency and filed as required by law, and no changes shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.

5. A single advertisement for bids or the solicitation of informal quotations for the work materials or supplies to be purchased shall be presented on behalf of all the Participating Contracting Units desiring to purchase any item by the Lead Agency in this Cooperative Pricing System.

6. The Lead Agency shall advertise for bids or the solicitation of informal quotations and shall receive bids or informal quotations on behalf of all Participating Contracting Units, which includes the [NAME OF PARTICIPATING CONTRACTING UNIT]. Following the receipt of such bids or informal quotations, the Lead Agency shall review the same on behalf of all Participating Contracting Units, either reject all or certain bids or make one award to the lowest

responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering a master contract with the successful bidder(s) providing for two categories of purchases:

- (1) The quantities ordered for the Lead Agency's own needs; and
- (2) The estimated aggregate quantities to be ordered by other Participating Contracting Units by separate contract, subject to the specifications and prices set forth in the Lead Agency's overall (master) contract.

The Lead Agency shall enter into a formal contract(s), when required by law, directly with the successful bidder(s) only after it has certified the funds available for only its own needs ordered. Each Participating Contracting Unit, including but not limited to the [NAME OF PARTICIPATING CONTRACTING UNIT], shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with successful bidder(s); issue purchase orders in its own name directly to successful bidder(s) against said contract; accept its own deliveries; be involved by and receive statements from the successful bidder(s), and be responsible for any tax liability. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered, or for performance generally, by any other Participating Contracting Unit. Each Participating Contracting Unit shall accordingly be liable only for its own performance and for items ordered and received by it and non assumes any additional responsibility or liability.

The provision of this Paragraph 6 shall be quoted or referred to and sufficiently described in all advertisements for bids by the Lead Agency so that each bidder shall be on notice as to the respective responsibilities and liabilities of the Participating Contracting Units.

7. Participating contracting units agree to timely notify the Lead Agency of any dispute with a successful bidder which is unresolved, which may trigger Article 16, Dispute Resolution clause, of the contract between the Lead Agency and Contractor, or which may qualify as a prior negative experience under N.J.S.A. 40A:-11.4. For purposes of this agreement, timely notification shall be defined to mean within seven (7) days.

8. Nothing in this Agreement shall prevent the [NAME OF PARTICIPATING CONTRACTING UNIT] from awarding contracts of purchase, with or without advertising, individually and on its own behalf,

provided however, that invitations for such individual bids shall not be advertised, nor shall bids be received individually, during the period in which the Lead Agency is advertising for and receiving bids for the same items or commodities, except in the case of emergency or hardship or when a contracting unit has submitted no estimate to the Lead Agency, and therefore will not participate in that bid.

9. The Lead Agency reserves the right to exclude any item or commodity from within said system, if, in its opinion, the pooling of purchasing requirements or needs of the Participating Contracting Units is either not beneficial or not workable.

Administrative Costs:

10. The Lead Agency shall appropriate funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.

It is agreed that each Participating Contracting Unit, including but not limited to the [NAME OF PARTICIPATING CONTRACTING UNIT], shall pay to the Lead Agency a prorated share of the administrative costs incurred by the Lead Agency not to exceed \$500.00 per Participating Contracting Unit annually. This shall be paid not more than forty-five (45) days following the date of receipt of billing from the Lead Agency.

Duration and Termination:

11. This Agreement shall become effective immediately upon execution by the Lead Agency and the [NAME OF PARTICIPATING CONTRACTING UNIT] subject to the approval of the Director of the Division of Local Government Services and shall continue in effect until its termination on April 15, 2030, which date is the date of termination of all Cooperative Pricing Agreements governing participation in the Riverside Cooperative entered into by the Lead Agency with each of the Participating Contracting Units, unless any party to this Agreement shall give written notice of its intention to terminate its participation at least thirty (30) days prior to the expiration of calendar year 2030 of this Agreement.

Duration:

12. All records and documents maintained or utilized pursuant to The terms of this Agreement shall be identified by the Code Number assigned by the Director, Division of Local Government Services and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.

13. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

14. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes constitute one Agreement, binding on all parties hereto, notwithstanding that all parties are not signatories.

15. If any Municipality exercise its right to terminate its participation in this Agreement pursuant to paragraph 10, this termination shall not invalidate the Agreement with respect to other signatories.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

ATTEST:

**LEAD AGENCY
BOROUGH OF NORTHVALE**

Frances Weston, Mun Clerk

Joseph McGuire, Mayor

ATTEST:

**PARTICIPATING CONTRACTING UNIT
BOROUGH OF**

, Mun Clerk

Mayor

COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY

RESOLUTION
RESOLUTION NO. 2026-196

TITLE: RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH FOVEONICS DOCUMENT SOLUTIONS THROUGH EDUCATIONAL SCHOOLS COMMISSION OF NEW JERSEY (ESCNJ) COOPERATIVE CONTRACT #65MCESCCPS/ESCNJ 25/26-40 FOR THE DIGITIZATION AND SCANNING OF BOROUGH RECORDS AND FILES, INCLUDING DOCUMENT PREPARATION, IMAGING, INDEXING, AND QUALITY ASSURANCE SERVICES, IN AN AMOUNT NOT TO EXCEED \$190,244.50

WHEREAS the Borough of Englewood Cliffs may by resolution, and without advertising for bids or obtaining quotations, purchase any goods or services under the Educational Services Commission Cooperative Purchasing System (ESCNJ) Cooperative under the authority of the New Jersey Local Publics Contract Law N.J.S.A .40A: 1 1-1 et. seq., and

WHEREAS the Borough of Englewood Cliffs joined the ESCNJ Cooperative; and

WHEREAS, the Borough of Englewood Cliffs has the need on a timely basis to digitization of records utilizing ESCNJ Contract ESCNJ 25/26-40, duly authorized under law to extend contract pricing to local units, per N.J.A.C. 5:34-7.1 et. seq.; and

WHEREAS the Borough intends to enter into for document imaging, destruction, offsite web- based storage and software access of files under ESCNJ Contract ESCNJ 22/23-11 with Foveonics Document Solutions, 88 Grayrock Road, Unit 103, Clinton, New Jersey 08809 and

WHEREAS subject to the approval of future budgets by the governing body of the Borough of Englewood Cliffs, the Chief Financial Officer certifies funding is available in the amount not to exceed \$190,244.50 from Various Capital Bond Ordinance No. 2025-10 through the following line-item appropriation:
Account number: Bond Ord 2025-10: C-04-25-010-002

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of the Borough of Englewood Cliffs, hereby authorizes the Mayor to purchase certain goods and services from Foveonics Document Solutions, under ESCNJ Contract ESCNJ 25/26-40

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk



Business Continuity and Disaster Recovery

Approved Migration Path



**Borough of
Englewood Cliffs**

File Conversion

Supporting Documentation

NJ State Approved Co-op 25-26-40

SUBMITTED BY: 6/30/2026

Scott D. Fliegel

File 722026RevEnglewoodcliffs

Foveonics Document Solutions

99 Grayrock Road

Clinton, NJ 08809

908 735 2324



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Introduction Letter

Good morning Intashan

Foveonics would like to thank you for the opportunity to provide you with a records management service and solution plan.

Foveonics is providing a thorough Statement of work for your review.

Since 2017 Foveonics has had the opportunity to represent the ESCNJ Cooperative, having been awarded two successive bids for "Document Management for Records Retention and Disposal". Over that time, nearly 200 public entities selected Foveonics through the ESCNJ Contract, many of which being new to record management. Foveonics successfully completed over 500 separate projects for County, Municipality, and Educational Members. Through the duration of the contracts, a wide range of members from School Boards, County Clerks, Surrogates, Health & Human Services, Law Enforcement, Tax Departments, Township Clerk's, Engineering, Planning, Zoning, Construction, Administration, and others have worked alongside Foveonics.

As you will see throughout this statement of work, Foveonics provides detailed policies and procedures that help ensure a successful records management initiative. One of the key features of Foveonics success is the ability to provide an intuitive Electronic Document Management Software. Nearly 150 municipalities across New Jersey have selected Foveonics and our DocumentSync Software. Over 350 million Images are managed in the Cloud with thousands of searches performed daily for OPRA requests.

Finally, Foveonics throughout the process has provided you with a completed sample box that was fully digitized to your specifications. The images and the quality were reviewed by you and your team with a live demonstration of our Cloud Software. Foveonics understands the project and should be disqualifying if any company doesn't meet these basic requirements for you to decide.

Foveonics appreciates your review of this Statement of Work in its entirety to help you make the most informed decision possible.

Thank You,

Scott D. Fliegel

Executive Summary

The proposal submitted by Foveonics Document Solutions meets or exceeds all the requirements for the customer. The Services for Municipality of customer will be as follows and will receive the lowest unit cost through the ESCNJ Cooperative:

- Boxing and Labeling
- Transportation
- Scanning of Paper and Film Documents
- Preparation of Documents
- Indexing
- QA
- Import Images into Cloud Based EDMS (DocumentSync)
- Compliance & Security Requirements
- Training
- Work with Township and State of New Jersey to get Imaging Registration Certificate Number

Evaluation & Sample Box Review:

Foveonics has completed over 2,000 diverse document imaging projects for our New Jersey Customers since 2003. One of the key cornerstones of our success is to provide our potential customers with the knowledge and power to make the most informed decisions. Outlined below is a series of procedures that Foveonics employees for each product.

After an Evaluation and Review of your records you provided a sample box for Foveonics to scan. Our CDIA Imaging Experts have scanned, indexed, and provided those images into our Cloud Based Solution (DocumentSync).

Foveonics had a review with you and your team to inspect the image quality, chain of custody including methodology on barcoding and demonstrate our features and ease of use with our software and how it can integrate with your lines of business.

Foveonics Evaluation and Review

Continuity of Operations COOP & Continuity of Government COG Approach

Foveonics customers have benefited from Foveonics Disaster Recovery Cloud Based Solution. The Client does not have a Cloud Solution that is implemented throughout the township that would be able to access digital images in case of disruption. Coop/Cog COOP or COG planning is a preparedness effort aimed at ensuring an organization's Essential Functions (ESFs) continue to be performed during a critical situation. Any event that makes it impossible for employees to work in their regular facility could result in the activation of a COOP plan. In the case of disruption all lines of businesses (departments) have no implementation with a Paper Based Cloud Solution. From Engineering to Zoning all files are located sporadically throughout the offices, in archive rooms and throughout several locations throughout Client making it impossible to utilize them in an emergency. Access to those documents requires personnel on-site.

Access to digital Infrastructure Documents for Municipal, Educations and Plans for Homes. Key Departments such as Police and Fire need Digital Copies of Plans within the Municipality, Schools or Homes to ensure the safety of its Citizens. In the Case of Emergency and in the case of on-site being accessed, Plans will be accessed electronically 24/7 allowing continuing operations

Manual OPRA Process detracts from core competencies and increases operational costs while liabilities increase

The client has a very dedicated and hard-working group of people committed to serving the public. Upon Foveonics recent audit and after conducting interviews the paper has overwhelmed each office. Thousands of hours each year are spent throughout client fulfilling OPRA requests. From locating documents to manual redaction to tracking requests the scope of the problem is growing in scope and size. Foveonics customers benefit from Open Public Record Software (OPRASync) which complements our Cloud Based EDMS Software. Built in digital forms, Workflow, redaction, dashboards, and Reports allow our customers to easily assign, track and deliver OPRA's at a fraction of the cost and time it takes manually. OPRASync was engineered as a result of the feedback.

CDIA+ Certified Experts Implementation Plan

Cloud Solutions (DocumentSync) (OPRASync) with Backfile Conversion
Integration with lines of Business using API (Public Access)

Our team of Certified Imaging Architects, IT, Production Team, Sales and Management have collectively spent a significant amount of time analyzing and designing a solution to benefit the Municipality of Princeton's needs. The solution meets and exceeds FEMA and NJ DORES Requirements. The client is in need to upgrade their manual process and meet the needs of the public. Foveonics all in one solution is managed in the Cloud with 2 separate locations for maximum protection. Foveonics will have digitized images in separate repositories with the ability to search, retrieve, redact and email within seconds. The Township Clerk will have the ability to have a digitized OPRA tool that leverages our Cloud Based EDMS solution for instant access to digital images across all departments. Finally, Foveonics API will allow departments working with their lines of business software to integrate. This would allow minimal disruption in services and meet and exceed Business Continuity and Disaster Recovery process.

Pickup & Delivery / Boxing & Labeling of Records

Foveonics utilizes our own vehicles and transports documents from client sites to our production facility in Clinton, NJ. Foveonics personnel will ensure the safe transportation of all documents to the Foveonics facility. Documents will be kept in their original boxes and bindings and placed into Foveonics' storage containers during the transportation process.

Upon receipt of a shipment, a comprehensive manifest of the shipment will be created. The contents of each box will be logged into Foveonics' inventory management system. Bar-coded labels will be applied to each box. The bar-coded labels will contain information regarding the contents of the box, date of receipt, and client information.

The inventory of the boxes will allow Foveonics to efficiently retrieve documents requested by the client. File requests are made via email and are usually fulfilled within 60 minutes of receipt.

Once a box has been bar coded, it will be placed in Foveonics' secure pre-scanning storage room. The pre-scanning storage room is secured with a surveillance camera & dual entry access authentication (bar coded ID badge & PIN access). The pre-scanning storage room is climate controlled, has a smoke detector, and a fire extinguishing system in place. Upon completion of a particular project, Foveonics will store the documents at our facility, pending approval for destruction or request for return of the documents by the client.

Security is a critical component in all of the Foveonics projects. Due to the sensitive nature of many records, as required by many of our public clients (i.e. Police Departments, Human Resources, etc.) who have strict compliance programs that they must adhere to, Foveonics has implemented a corporate-wide security policy. This includes:

- Employee background checks
- Electronic keycard access to the production facility
- 24 Hour Video Surveillance
- Security cameras positioned at all access areas in the production facility
- Separate keycard access to server room
- A corporate-wide Disaster Recovery and Business Continuity Plan
- Hourly electronic information back-up
- Visitor sign-in procedures including log-in and escort by management
- Secure and climate-controlled facility for archival storage

Document Preparation

Foveonics document preparation personnel will be supplied with boxes from the secure pre-scanning storage room. Each document preparation employee will prepare the contents of one (1) box before being supplied with another; this will help ensure the security of the documents. The documents' relationship to the folder and box they were originally in is always maintained. Each loose, large document will be reviewed and linked to the corresponding small format document (if one exists) by means of a bar-coded label that matches the small format record. Foveonics captures all of the above, so the entire folder is retrieved at the same time. Documents such as Permits, Construction Correspondence, case files, As Builts, etc., will be retrieved together regardless of the retrieval criteria.

During the Small Document preparation process the following tasks will be performed:

- A unique bar-coded label or bar-coded separator sheet will be applied to each file for inventory and tracking purposes.
- All staples, paperclips, rubber-bands, pins, and post it notes will be removed from the documents.
- Forms and continuous-feed paper will be separated into single pages.
- Multi-part forms will be separated and only the highest quality page will be scanned.
- Documents will be flattened (if necessary) and prepared for high-speed, high-volume scanning.
- Signatures and raised seals will be made visible using the "charcoal stick" process. If seal is illegible post-imaging, it is labeled as such, and the original will not be destroyed and returned to the client in separate container marked "Permanent Records."
- Any materials that cannot be scanned, such as poor-quality files, will be logged with the file folder that the items came from and returned to the client in an organized manner.
- The Foveonics Production Management System maintains information regarding who prepared a box for scanning.

During the Large Document preparation process the following tasks will be performed:

- A unique tracking number will be physically applied to each file and individual drawing for inventory and tracking purposes.
- All staples, paperclips, rubber-bands, pins, and post it notes will be removed from the documents.
- Signatures and seals will be made visible using the "charcoal stick" process. If seal is illegible post-imaging, it is labeled as such, and the original not destroyed and returned to the client in separate container marked "Permanent Records".

Document Scanning

Documents will be scanned on Foveonics' "best of breed" production scanners. All documents will be scanned in duplex, at their original size as black and white Group IV TIFFs, unless otherwise noted. Photographs and images that lose their integrity when scanned in black and white will be scanned in grey scale or color. For any documents that are still illegible, the originals will be returned to the client in a separate container marked "Permanent Record".

Small documents will be scanned on Kodak i5200's at a resolution of 300 DPI. Small format documents will be scanned in duplex mode and blank images will be removed post-scanning.

Large format documents will be scanned on Contex HD Ultra X model scanners at a resolution of 300 DPI and saved as black and white single page TIFF files. These large format scanners are capable of scanning large drawings consisting of paper, Mylar, cloth and/or blueprints up to 72" x 38" in size. All large documents that have a signature, initials or original writing of any kind on the back will also be scanned. Any negative large format documents will be inverted.

Foveonics will utilize custom scanner operator software to log information about scanned images. Box ID, Scanner Operator name, date and time of scan, and source document quality grades, along with other information pertinent to Foveonics operations will be logged.

Foveonics' scanner operators will ensure that scanners are maintained so that quality images are produced. Scanner cameras will be regularly cleaned to prevent lines from appearing on the images. Rollers will be cleaned and periodically changed to ensure minimal double-feeds. Should poor quality images, or double feeds occur during the scanning process, the scanner operator will delete the poor-quality images, rectify the problem causing the quality / double-feed issue and commence scanning with the page after the last quality image captured. Fujitsu 5750Cs with flatbed scanning capabilities will be used for any exception scans.

The digital images from scanned files will remain the property of the public entity regardless of where they are stored, whether it be cloud or premise based. Foveonics will not deny public entity access if the public entity chooses to exit the DocumentSync software.

Quality Assurance

Foveonics Quality Assurance Analyst will inspect every image to verify that quality standards are met according to NJ DORES specifications. Any images that are deemed unsatisfactory will be logged into the QA application database and rescanned. The rescanned images will be re-inspected and then moved into place, overwriting the poor-quality image. Foveonics QA Managers perform additional inspection of images and projects to ensure that they adhere to project specifications.

Along with ensuring the quality of the images produced, the Foveonics QA Analysts will perform the following tasks:

- Blank images removed.
- Images are de-skewed and de-speckled as needed.
- Images rotated so that they are oriented in a “read right” fashion, if necessary.
- Manual (not automated) image cropping and / or enhancing.
- Quality grades are assigned to each large document scan.
- QA logs kept and will be provided to the client upon completion of the project.

Document Indexing

Foveonics offers multiple methods for indexing records. Document index databases can be produced utilizing the “double-keystroke” methodology, zonal OCR, or leveraging existing line-of-business databases to link index data to the records. In double-key-stroke indexing, two Foveonics’ Indexers will keystroke documents and the output of both will be programmatically compared. Discrepancies in the output will be reviewed, and a final index will be produced. Zonal OCR utilizes OCR technology to extract index data from “X, Y” coordinates on registered documents. Foveonics may also leverage existing client agency line-of-business databases to index documents based on a unique global identifier (GUID), such as a case file number, which links the physical record to the supplied database. In many situations Foveonics may utilize more than one indexing method to provide our clients with the highest quality document index.

Specifically responding to the bid, Personnel records will be tagged by last name, first name, and date of birth. The client may request additional fields.

Foveonics will deliver a heterogeneous pipe delimited ASCII text file containing the index records. Each record will contain the image filename along with the corresponding index fields. As an example, the index record from the ASCII text file for a personnel record for John Doe with a date of birth of January 1, 1976, would be:

FileName|LastName|FirstName|DateOfBirth 00015XE3.pdf|DOE|JOHN|01/01/1976

In the event the client will be importing the files into an Electronic Document Management System (EDMS) other than Foveonics DocumentSync EDMS, Foveonics will supply the index to the specifications required to import the files into the client’s EDMS. To date, Foveonics has successfully imported digitized records into the following 3rd party EDMS solutions: Laserfiche, OnBase, ApplicationXtender, RIMS, Fortis, & FileNet.

Document Requests During Production

During the conversion process it is likely that the clients will need documents. Foveonics produces a comprehensive inventory upon receipt of the documents. This process allows Foveonics to efficiently fulfill document requests while they are in the possession of Foveonics. Customers can contact Foveonics directly or email to docrequest@foveonics.com.

Client Responsibilities

The client maintains that the sample box that was scanned will be an accurate representation of future work to be scanned. The client understands that the boxes will be stored for 90 days after the initial upload. If NJ DORES does not approve within those 90 days arrangements will be made to return. The client also agrees to pay in a timely manner preferably within 30 days of receipt of invoice.

EDMS - DocumentSync – Cloud Storage

Nearly 200 government entities and 150+ municipalities have chosen DocumentSync as their EDMS Solution. DocumentSync is a cloud-based, full-featured EDMS. Users can securely access their document repositories in the cloud and can search and retrieve documents securely from their PC, laptop, or mobile device. DocumentSync is built on Microsoft web technologies and is designed to be a heterogeneous application that can be accessed using popular web browsers such as: Microsoft Edge, Google Chrome, Mozilla Firefox, and Apple Safari. DocumentSync is hosted in Amazon Web Services (AWS) Cloud infrastructure. AWS Cloud provides compliance programs, security policies, data durability, scalability, and redundancy thus ensuring business continuity and disaster recovery preparedness, and 99.9999% guaranteed uptime.

Foveonics provides full business continuity and disaster recovery solutions to our clients. Documents stored within DocumentSync reside in the AWS Cloud thus ensuring high availability and business continuity. Foveonics can also provide hot site services for electronic document storage. Additionally, Foveonics can provide several disaster recovery and business continuity copies of scanned documents.

DocumentSync is utilized by over 200 public agencies in the State of New Jersey, all of whom are ESCNJ co-op members. Foveonics has an approved migration path for NJ DORES image processing systems that include DocumentSync as the electronic document management system.

DocumentSync Features:

- Folder-based storage and navigation of records allows for intuitive retrieval based on taxonomy of records and promotes security through segregation of records into folders by access rights.
- Efficient search retrieval by indexed data or Optical Character Recognition (OCR) text searching. Includes the following:
 - Wildcard searching
 - Date Range Searches
 - Sorting search results
 - Export search results.
- Intuitive image viewer with the following controls:
 - Zoom
 - Redaction
 - Rotation
 - Re-order pages
 - Delete pages (requires specific role within DocumentSync)
 - Text search within viewer
 - Email / Print / Download entire document or range of pages from viewer.
- User, Repository, and Template Administration
 - Create & Delete users.
 - Grant user's roles & permissions
 - Delete - Delete files, folders, and pages.
 - Download - Download file from viewer, or download file(s) from browse / search pages
 - Edit Index - Update index data from viewer.
 - Email - Email file from viewer or email file(s) from browse / search pages.
 - Manage Files - Add, rename, and move files.
 - Manage Index Templates - Create, delete, and edit Index Templates
 - Manage Redactions - Add, edit, and see through redaction annotations. Export with or without redactions.
 - Manage Repositories - Create, delete, and edit names and S3 location of repositories.
 - Manage Users - Add and delete users, manage repository access and privileges.
 - Print with Options - Print from viewer and show the machine's print dialogue box.
 - Text Search - Perform text search of OCR'd documents.
 - Restrict by IP - Restrict user login to a specific source IP address.
 - Create & Delete records repositories.

Professional Services for Solution Customization and Integration

Foveonics DocumentSync solution is developed with an Application Programmer Interface (API) as the core to all the features provided by the software. An API centric software design promotes software integration and customization. Professional services for software customization and integration with DocumentSync allows customers to image enable their line-of-business (LOB) systems. Foveonics provides API integration professional services on an hourly basis. Our Solution Engineers collaborate closely with the customers and their LOB systems software provider to provide elegant, streamlined software integration solutions.

Personally Identifiable Information (PII) Identification and Redaction

Foveonics can identify Personally Identifiable Information (PII) from digitalized records. This sensitive information can be identified via programmatic methods within the DocumentSync software. After records are digitized and imported into DocumentSync, the records then go through Optical Character Recognition (OCR) to extract the text from the images. The extracted text can then be searched for finding PII and provide coordinates for the purposes of redaction.

Disposal of Records in Accordance with NJ DORES

If the client wishes to have documents scanned and destroyed, Foveonics will assist customers in filling out the proper NJ DORES forms and requesting destruction through the Artemis system such that documents can be legally destroyed. This includes providing an approved migration path for the image processing system when necessary. Once NJ DORES has granted approval for destruction, Foveonics will cross-shred the information and provide the client with a certificate of destruction. Foveonics has helped many municipalities, counties, and state government offices with this process, including NJ Motor Vehicle Commission, where millions of documents were shredded through the certified destruction process.

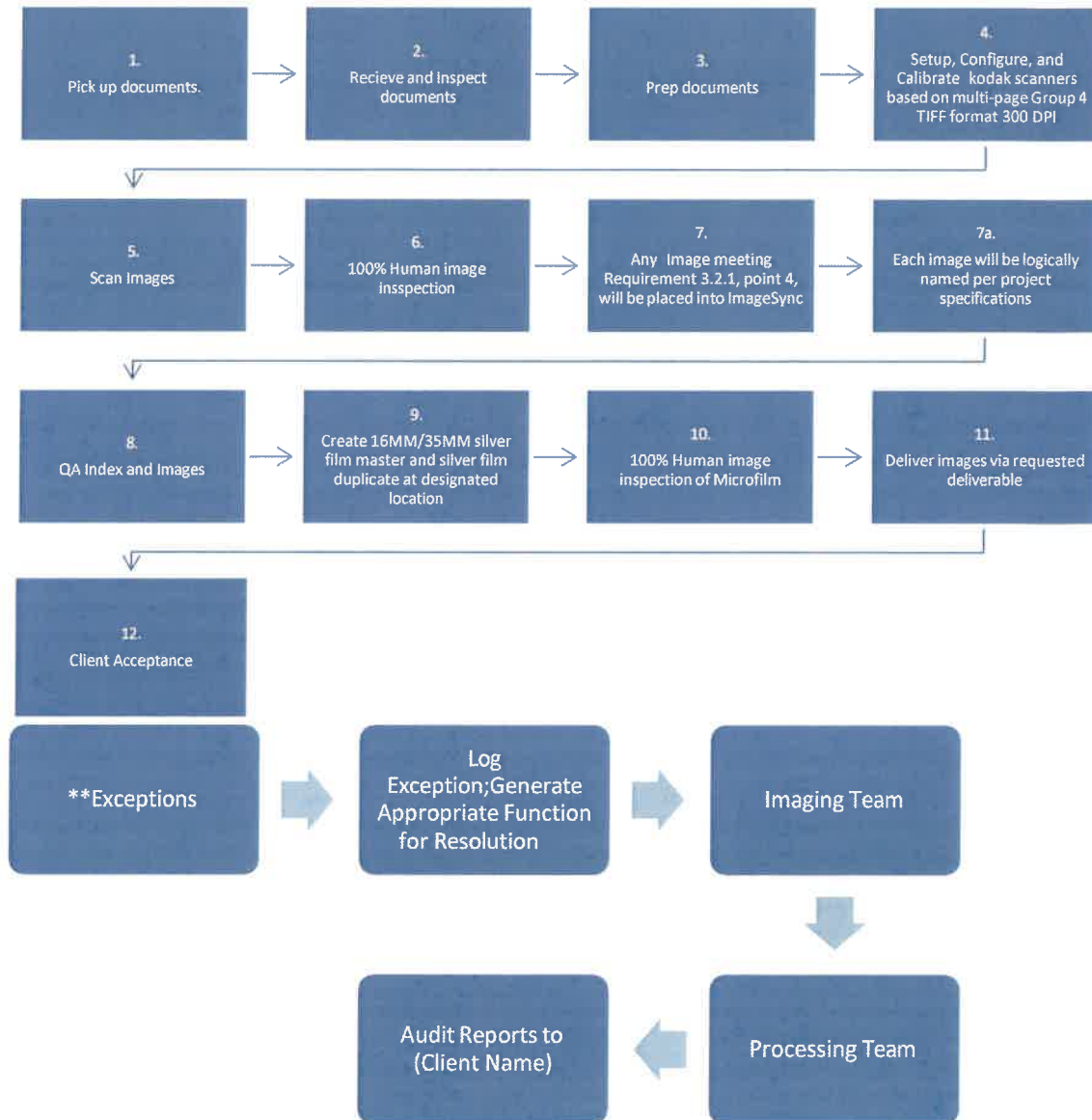
Certification (Registration) of the Public Entity's Image Processing System

Foveonics will assist the public entity in completing and submitting an Image Processing (IP) System new registration, amendment, and / or annual review application to NJ Division of Revenue and Enterprise Services (NJ DORES) and the NJ State Records Committee (NJ SRC). Upon successful registration of an IP system, or acceptance of a IP system amendment or annual review, Foveonics will assist the public entity in requesting disposal or retention of the records contained in the application. This process includes preparing the required Artemis disposal requests to obtain permission to legally dispose of the digitized records if the public entity chooses to do so.

Foveonics will assist in preparing all required documents, including the following documents:

- Image Processing System Registration / Amendment Application
- Imaged Record Series List
- Disaster Prevention & Recovery Plan
- Migration Path Statement
- Services / Solutions policies and procedures

Chain of Custody



Pricing

Unit Pricing for Digitization of Building Department			
148 Boxes main room, 65 Boxes in Tax collector's office, 6 Boxes Print room 4500 LF maps in Rack, 500 Maps Sylvia office (calculating at 2650 images per 1 cubic foot /small bankers box)			
Service	Unit Pricing	Units	Total
Pickup and Delivery	\$2.00	219	\$ 438
Boxing and Labeling	\$21.00	217	\$ 4,557
Preparation of Files	\$21.00	1086	\$ 22,806
Imaging of Files Large Format	\$0.95	29,500	\$ 28,025
Imaging of Files Small Format	\$0.05	550,850	\$ 27,542.50
Indexing of Files	\$0.20	109,500	\$ 21,900
Quality Assurance	\$21.00	434	\$ 9,114
Searchable PDF	\$0.02	580,350	\$ 11,607
ONE TIME DIGITIZATION CHARGE			Total \$ 125,989.50

Per Year Storage \$7.5 a gig times (36) x 12 months = \$ 3240

Per Year Software \$200 per Agency Wide Repository (1) x 12 Months = \$ 2400

Unit Pricing for Tax Assessor

Identified 33 Drawers labeled with blue tape = 104 Boxes SF , 9 Boxes of Single sided Tax books , 19 boxes LF of tax maps @ 350 map per box (all calculations at 2650 images per 1 cubic foot / small bankers' box)

Service	Unit Pricing	Units	Total
Pickup and Delivery	\$2.00	132	\$ 264
Boxing and Labeling	\$21.00	150	\$ 3150
Preparation of Files	\$21.00	750	\$ 15750
Imaging of Files Large Format	\$0.95	6650	\$ 6317.50
Imaging of Files Small Format	\$0.05	299450	\$ 14,972.50
Indexing of Files	\$0.20	56,895	\$ 11,379
Quality Assurance	\$21.00	300	\$ 6300
Searchable PDF	\$0.02	306100	\$ 6122
ONE TIME DIGITIZATION CHARGE			Total \$ 64,255

Per Year Storage \$7.5 a gig times (17) x 12 months = \$ 1530

One Time Digitization expense \$ 125,989.50 + \$ 64,255 = \$ 190,244.50

Annual re occurring Storage costs \$1,530 + \$,3240 = \$ 4770.00

Annual re occurring Agency Software charges = \$ 2,400.00



The pricing provided in this proposal is an estimate based on the information available at the time of submission. Final invoicing will be based on the actual services performed, including but not limited to the verified image count, document preparation requirements, indexing, OCR processing, quality control, and any additional project-specific services requested or required.

Acceptance and Authorization

The terms and conditions of the **Professional Services Agreement** apply in full to the services and products provided under this Statement of Work.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal. Software template Foveonics provided meets all requirements of the client and tested by users within area of focus.

Borough of Englewood Cliffs

Foveonics Document Solutions:

Intashan Chowdhury

Greg DeTommaso

Full name

Full name

Borough Administrator

Chief Rev Officer

Title

Title

Signature

Signature

6/30/2026

**COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

**RESOLUTION
RESOLUTION NO. 2026-197**

TITLE: RESOLUTION AUTHORIZING THE PURCHASE OF THE STEEL INFRASTRUCTURE ASSOCIATED WITH THE TELECOMMUNICATIONS TOWER LOCATED AT 10 KAHN TERRACE FROM VERIZON WIRELESS FOR AN AMOUNT NOT TO EXCEED \$21,247.48

WHEREAS, the steel infrastructure associated with the telecommunications tower located at 10 Kahn Terrace is owned by Verizon Wireless; and

WHEREAS, it is in the interests of the Borough to obtain ownership of the steel infrastructure in order to maximize the value of the tower to the Borough.; and

WHEREAS, Verizon has proposed transferring ownership of the telecommunications tower to the Borough in return for two months' rent abatement to Verizon, or \$18,247.48, along with \$3,000 for Verizon's legal fees in connection with the transfer, for a total of \$21,247.48; and

WHEREAS, the Borough's Chief Financial Officer has certified to the availability of funds under Budget Line Item Legal Services OE: 6-01-20-155-200

NOW THEREFORE BE IT RESOLVED, that the Mayor is hereby authorized to execute such documents reasonably required to purchase the steel infrastructure associated with the telecommunications tower located at 10 Kahn Terrace from Verizon for a sum not to exceed \$21,247.48.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY

RESOLUTION
RESOLUTION NO. 2026-198

**TITLE: RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION
AND EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY
DEPARTMENT OF TRANSPORTATION FY27 MUNICIPAL AID GRANT
PROGRAM FOR THE EAST BAYVIEW AVENUE RESURFACING PROJECT**

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Englewood Cliffs formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2027-East Bayview Avenue Resurfacing Proj-00592 to the New Jersey Department of Transportation on behalf of the Borough of Englewood Cliffs.

BE IT FURTHER RESOLVED that Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Englewood Cliffs and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk



235 Moore St, Suite 200, Hackensack NJ 07601 Tel:(201) 345-4647 Fax:(201) 591-7974

**BOROUGH OF ENGLEWOOD CLIFFS
EAST BAYVIEW AVENUE IMPROVEMENTS
Engineer's Estimate
DATE: JUNE 25, 2026**

BASE BID					
Item	Description	Units	Measured	Unit \$	Total
			Quantity		
1	CONSTRUCTION SIGNS	SF	100	\$3.00	\$300.00
2	BREAKAWAY BARRICADE	UNIT	10	\$65.00	\$650.00
3	DRUM	UNIT	10	\$2.00	\$20.00
4	TRAFFIC CONE	UNIT	50	\$2.00	\$100.00
5	HMA MILLING, 3" OR LESS	SY	4,500	\$8.00	\$36,000.00
6	EXCAVATION, UNCLASSIFIED	CY	100	\$40.00	\$4,000.00
7	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK	SY	300	\$9.00	\$2,700.00
8	HOT MIXED ASPHALT 19 M 64 BASE COURSE	TON	100	\$165.00	\$16,500.00
9	HOT MIXED ASPHALT 9.5 M 64 SURFACE COURSE	TON	675	\$180.00	\$121,500.00
10	9" X 18" CONCRETE VERTICAL CURB	LF	200	\$40.00	\$8,000.00
11	CONCRETE DRIVEWAY REINFORCED, 6" THICK	SY	50	\$105.00	\$5,250.00
12	BRICK PAVERS	SY	30	\$100.00	\$3,000.00
13	SET MANHOLE CASTING	UNIT	7	\$350.00	\$2,450.00
14	RESET WATER VALVE BOX USING EXISTING CASTING	UNIT	10	\$50.00	\$500.00
15	RECONSTRUCTED INLET, TYPE 'B', USING EXISTING CASTING	UNIT	4	\$1,500.00	\$6,000.00
16	BICYCLE SAFE GRATE	UNIT	3	\$500.00	\$1,500.00
17	CURB PIECE (ECO)	UNIT	7	\$400.00	\$2,800.00
#REF!	TRAFFIC MARKING LINES, 4" THERMOPLASTIC	LF	1,650	\$3.00	\$4,950.00
#REF!	TOPSOIL SPREADING 4" THICK	SY	100	\$4.00	\$400.00
#REF!	FERTILIZING AND SEEDING, TYPE A	SY	100	\$1.00	\$100.00
#REF!	POLICE TRAFFIC DIRECTORS	LS	1	\$10,000.00	\$10,000.00
#REF!	ASPHALT PRICE ADJUSTMENT	Dollar	1,000	\$1.00	\$1,000.00
#REF!	FUEL PRICE ADJUSTMENT	Dollar	500	\$1.00	\$500.00
25	Design/Bidding/Inspections	LS	1	\$45,644.00	\$45,644.00
Total Bid					\$273,864.00

David Garval, P.E., C.M.E.
Engineer

**COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

**RESOLUTION
RESOLUTION NO. 2026-199**

**TITLE: RESOLUTION APPROVING THE PERSON-TO-PERSON TRANSFER OF
PLENARY RETAIL CONSUMPTION LICENSE NO. 0216-33-006-011 FROM JJ
BADA 464 OPERATING CORP. TO CLIFF 006, LLC**

WHEREAS, an application has been filed with the Borough Clerk for the Person-to-Person Transfer of Plenary Retail Consumption License No. 0216-33-006-011, presently issued to JJ BADA 464 OPERATING CORP., to CLIFF 006, LLC; and

WHEREAS, the Applicant has filed all required documents with the Borough Clerk in accordance with the provisions of Title 33 of the New Jersey Statutes and the Rules and Regulations of the Division of Alcoholic Beverage Control; and

WHEREAS, the required public notices were duly published, proof of publication has been filed with the Borough Clerk, and no written objections have been received; and

WHEREAS, the Borough Police Department has completed its investigation of the Applicant and has reported no objection to the approval of the transfer; and

WHEREAS, the Mayor and Council have reviewed the application and have determined that the Applicant is qualified to hold a Plenary Retail Consumption License under the laws of the State of New Jersey; and

WHEREAS, the Applicant has indicated that the license will remain in pocket status pending identification and approval of a licensed premises within the Borough of Englewood Cliffs.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Englewood Cliffs, County of Bergen, State of New Jersey, that:

1. The Person-to-Person Transfer of Plenary Retail Consumption License No. 0216-33-006-011 from JJ BADA 464 OPERATING CORP. to CLIFF 006, LLC is hereby approved.
 2. Said license shall remain in pocket status until such time as the licensee obtains all required approvals for a licensed premises within the Borough and any additional approvals required by the Division of Alcoholic Beverage Control.
 3. The Borough Clerk is hereby authorized and directed to endorse the approval of the transfer on the State Alcoholic Beverage Control application, execute all required municipal certifications, and transmit the necessary documents to the New Jersey Division of Alcoholic Beverage Control.
 4. This Resolution shall take effect immediately upon adoption.
-

CERTIFICATION

I hereby certify that this resolution, consisting of 2 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

**COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

**RESOLUTION
RESOLUTION NO. 2026-200**

TITLE: RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION AND EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FY26 LOCAL AID INFRASTRUCTURE FUND FOR THE COMPLETION OF THE SUMMIT STREET RESURFACING PROJECT

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Englewood Cliffs formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as LAIF-2026-Summit Street Resurfacing Project-00115 to the New Jersey Department of Transportation on behalf of the Borough of Englewood Cliffs.

BE IT FURTHER RESOLVED that Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Englewood Cliffs and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s), was adopted at the Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of July 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz						
Liang						
Patel						
Kapsaskis						
Lee						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk