



Proclamation

Presented to: Ms. Jinan Laurentia Woo

Whereas, the Mayor and Council of the Borough of Englewood Cliffs take great pride in recognizing the outstanding achievements of residents who have distinguished themselves through their talents, accomplishments, and dedication; and

Whereas, Jinan Laurentia Woo, an Englewood Cliffs resident, was awarded the prestigious distinction of U.S. Presidential Scholar in the Arts during her final year at Columbia Prep School in New York; and

Whereas, this recognition is one of the nation's highest honors for high school seniors, reflecting Jinan's extraordinary commitment, discipline, and artistry; and

Whereas, Jinan is now a freshman at Yale University, continuing her journey of academic and artistic excellence; and

Whereas, Jinan has been recognized nationally and internationally for her exceptional skill as a violinist, and has been featured in numerous musicals, ensembles, and performances, earning admiration and acclaim at a remarkably young age; and

Whereas, Jinan's achievements serve as an inspiration to her peers and to the Englewood Cliffs community, demonstrating the heights that can be reached through talent, perseverance, and dedication;

Now, Therefore, Be It Proclaimed that I, Mark M. Park, Mayor of the Borough of Englewood Cliffs, along with the members of the Borough Council, do hereby congratulate and honor Jinan Laurentia Woo for her outstanding accomplishments and extend to her our best wishes for continued success in her future endeavors.

In Witness Whereof, I have set my hand and the seal of the Office of the Mayor on this day 8th day of October in the Year of Two Thousand-Twenty-Five.

MARK M. PARK
Mayor

Councilwoman Risha Bieganz
Councilman Tim Koutroubas
Councilman Glenn Luciano

Councilwoman Patricia Dimones
Councilman Philip Liang
Councilman Rashid Patel



Proclamation

In Recognition of: National First Responders' Day

Whereas, first responders—including public works professionals, firefighters, police officers, emergency medical technicians, 911 operators, paramedics, and other emergency personnel—stand on the front lines of our communities, selflessly serving and protecting the residents and businesses of **Englewood Cliffs, New Jersey** in times of crisis; and,

Whereas, first responders respond swiftly and courageously to emergencies, often putting their own lives at risk to ensure the safety and well-being of others, whether in natural disasters, accidents, medical emergencies, or public health and safety threats; and,

Whereas, it is in the public interest for the citizens, civic leaders, and children in **Englewood Cliffs, New Jersey** to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and other first responder efforts in their respective communities; and,

Whereas, as of 2019 the US Senate has included language recognizing public works alongside fellow/other first responders,

Now, Therefore, Be It Proclaimed that I, Mark M. Park, Mayor of the Borough of Englewood Cliffs, along with the members of the Borough Council, do hereby designate October 28, 2025, as National First Responders Day. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies paying tribute to our public works first responders alongside law enforcement, firefighters, paramedics, emergency medical technicians, 911 operators, and other emergency personnel, to recognize the substantial contributions they make to protecting our national health, safety, and advancing the quality of life for all.

In Witness Whereof, I have set my hand and the seal of the Office of the Mayor on this day 8th day of October in the Year of Two Thousand-Twenty-Five.

MARK M. PARK

Mayor

Councilwoman Richa Biegacz

Councilman Tim Koutroubas

Councilman Glenn Luciano

Councilwoman Patricia Drimonos

Councilman Philip Liang

Councilman Rashid Patel

**BOROUGH OF ENGLEWOOD CLIFFS
COUNTY OF BERGEN**

ORDINANCE NO. 2025-06

BOND ORDINANCE TO AUTHORIZE THE IMPROVEMENT OF SUMMIT STREET (FROM VAN NOSTRAND AVENUE TO DEAD END) IN, BY AND FOR THE BOROUGH OF ENGLEWOOD CLIFFS, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$250,000 TO PAY THE COST THEREOF, TO APPROPRIATE A STATE GRANT, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS.

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

Section 1. The Borough of Englewood Cliffs, in the County of Bergen, State of New Jersey (the "Borough"), is hereby authorized to undertake the improvement of Summit Street (from Van Nostrand Avenue to dead end) in, by and for the Borough consisting of road resurfacing and curb and drainage improvements, where necessary. It is hereby determined and stated that said road being improved is of "Class B" or equivalent construction as defined in Section 22 of the Local Bond Law (Chapter 2 of Title 40A of the New Jersey Statutes Annotated, as amended; the "Local Bond Law"). Said improvement shall include all work, materials and appurtenances necessary and suitable therefor.

Section 2. The sum of \$250,000 is hereby appropriated to the payment of the cost of making the improvement described in Section 1 hereof (hereinafter referred to as "purpose"). Said sum so appropriated shall be met from the proceeds of the sale of the bonds authorized and the State grant appropriated by this ordinance. No down payment is required pursuant to the provisions of N.J.S.A. 40A:2-11(c) because this ordinance involves a project to be funded by a State grant. Said improvement shall be made as a general improvement and no part of the cost thereof shall be assessed against property specially benefited.

Section 3. It is hereby determined and stated that (1) said purpose is not a current expense of the Borough, and (2) it is necessary to finance said purpose by the issuance of obligations of the Borough pursuant to the Local Bond Law, and (3) the estimated cost of said purpose is \$250,000, and (4) \$190,050 of said sum is to be provided by the State grant hereinafter appropriated to finance said purpose, and (5) the estimated maximum amount of bonds or notes necessary to be issued for said purpose is \$59,950, and (6) the cost of such purpose, as hereinbefore stated, includes the aggregate amount of \$45,000, which is estimated to be necessary to finance the cost of such purpose, including architect's fees, accounting, engineering and inspection costs, legal expenses and other expenses, including interest on such obligations to the extent permitted by Section 20 of the Local Bond Law.

Section 4. It is hereby determined and stated that the sum of \$190,050 received or to be received as a grant from the State of New Jersey Department of Transportation is hereby appropriated to the payment of the cost of such purpose.

Section 5. To finance said purpose, bonds of the Borough of an aggregate principal amount not exceeding \$59,950 are hereby authorized to be issued pursuant to the Local Bond Law. Said bonds shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law. All matters with respect to said bonds not determined by this ordinance shall be determined by resolutions to be hereafter adopted.

Section 6. To finance said purpose, bond anticipation notes of the Borough of an aggregate principal amount not exceeding \$59,950 are hereby authorized to be issued pursuant to the Local Bond Law in anticipation of the issuance of said bonds. In the event that bonds are issued pursuant to this ordinance, the aggregate amount of notes hereby authorized to be issued shall be reduced by an amount equal to the principal amount of the bonds so issued. If the aggregate amount of outstanding bonds and notes issued pursuant to this ordinance shall at any time exceed the sum first mentioned in this section, the moneys raised by the issuance of said bonds shall, to not less than the amount of such excess, be applied to the payment of such notes then outstanding.

Section 7. Each bond anticipation note issued pursuant to this ordinance shall be dated on or about the date of its issuance, shall be payable not more than one year from its date, shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law, and may be renewed from time to time pursuant to and within the limitations prescribed by the Local Bond Law. Each of said notes shall be signed by the Mayor and by a financial officer and shall be under the seal of the Borough and attested by the Borough Clerk or Deputy Borough Clerk. Said officers are hereby authorized to execute said notes and to issue said notes in such form as they may adopt in conformity with law. The power to determine any matters with respect to said notes not determined by this ordinance, and also the power to sell said notes, is hereby delegated to the Chief Financial Officer who is hereby authorized to sell said notes either at one time or from time to time in the manner provided by law.

Section 8. It is hereby determined and declared that the period of usefulness of said purpose, according to its reasonable life, is a period of ten years computed from the date of said bonds.

Section 9. It is hereby determined and stated that the Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the office of the Borough Clerk

of the Borough, and that such statement so filed shows that the gross debt of the Borough, as defined in Section 43 of the Local Bond Law, is increased by this ordinance by \$59,950 and that the issuance of the bonds and notes authorized by this ordinance will be within all debt limitations prescribed by the Local Bond Law.

Section 10. Any funds received from private parties, the County of Bergen, the State of New Jersey or any of their agencies or any funds received from the United States of America or any of its agencies in aid of said purpose (other than the State grant hereinbefore appropriated, which shall be applied to the cost of said purpose, but shall not be applied to the payment of outstanding bond anticipation notes and the reduction of the amount of bonds authorized), shall be applied to the payment of the cost of said purpose, or, if bond anticipation notes have been issued, to the payment of the bond anticipation notes, and the amount of bonds authorized for said purpose shall be reduced accordingly.

Section 11. The capital budget is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency therewith and the resolutions promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, is on file with the Borough Clerk and is available for public inspection.

Section 12. The Borough intends to issue bonds or notes to finance the cost of the improvement described in Section 1 of this ordinance. If the Borough incurs such costs prior to the issuance of such bonds or notes, the Borough hereby states its reasonable expectation to reimburse itself for such expenditures with the proceeds of such bonds or notes in the maximum principal amount of bonds or notes authorized by this ordinance.

Section 13. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and interest on the obligations authorized by this ordinance. Said obligations shall be direct, unlimited and general obligations of the Borough, and the Borough shall levy ad valorem taxes upon all the taxable real property within the Borough for the payment of the principal of and interest on such bonds and notes, without limitation as to rate or amount.

Section 14. This ordinance shall take effect twenty days after the first publication thereof after final passage.

Introduction and First Reading:

September 10, 2025

COUNCIL MEMBER	Motion	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
Koutroubas						
Mayor Park						

**Second and Final Reading of Ordinance Adoption:
October 8, 2025**

COUNCIL MEMBER	Motion	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
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 October 8, 2025.**

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

**BOROUGH OF ENGLEWOOD CLIFFS
COUNTY OF BERGEN**

ORDINANCE NO. 2025-07

**AN ORDINANCE TO AMEND CHAPTER 9, BUILDING AND HOUSING, TO
INCLUDE PROVISIONS FOR LEAD PAINT INSPECTIONS**

WHEREAS, THE Borough of Englewood Cliffs believes it is in the best interest of its residents to amend Chapter 9 of the Borough Code to include provisions for lead paint inspections.

NOW THEREFORE BE IT ORDAINED by the Governing Body of the Borough of Englewood Cliffs, County of Bergen State of new Jersey as follows:

Section 1. Chapter 9, Building and Housing is hereby amended as follows:

Chapter 9. Building and Housing

9-6.3. Definition.

As used in this section.

FAMILY

Shall mean one or more persons living together as a stable and permanent living unit, being a traditional family unit with a functional equivalency thereof.

LEAD-BASED PAINT

Paint or other surface coating material that contains lead in excess of 1.0 milligrams per centimeter squared or in excess of 0.5% by weight, or such other level as may be established by federal law.

LEAD FREE

A dwelling or dwelling unit has been confirmed to have fully abated all lead-based paint hazards or that no lead-based paint exists in the dwelling or dwelling unit.

LEAD INSPECTOR OR RISK ASSESSOR means an individual certified by the Department of Housing to perform lead inspection and risk assessment work pursuant to N.J.A.C. 8:62. This includes the ability to perform dust wipe sampling.

LEAD SAFE

A dwelling has no outstanding lead-based paint hazards, but the dwelling is not necessarily lead free.

LEAD-SAFE CERTIFICATION

Certification issued pursuant to the regulations promulgated pursuant to P.L.2021, c.182, which confirms that a periodic inspection, as defined below, was performed, and no lead-based paint hazards were found. This certification is valid for three years from the date of issuance.

TENANT TURNOVER

The time at which all existing occupants vacate a dwelling unit, and all new tenants move into the dwelling unit or the time at which a new tenant enters a vacant dwelling unit.

§ 9-17. CERTIFICATE OF CONTINUED OCCUPANCY.

§ 9-17.1. Transfer of Ownership Requires Certificate.

Each time there is a transfer of ownership of property within the Borough of Englewood Cliffs, a purchaser of such property must obtain from the construction official of the borough a certificate of continued occupancy certifying that the property may be continued to be used as it is currently being used and certifying that the use of the property is a permitted use in the zone in which the property is located, by virtue of either of the fact that the use is a permitted use in the zone or by virtue of the fact that the use is a nonconforming use in the zone which was established prior to the adoption of an ordinance which prohibits said use in the zone.

§ 9-17.2. Fees.

The fee for a certificate of continued occupancy resale shall be \$100, payable to the Borough of Englewood Cliffs.

The fee for a certificate of continued occupancy for rentals shall be \$85, payable to the Borough of Englewood Cliffs.

§ 9-17.3. Inspection.

Before a certificate of continued occupancy shall be issued the construction official shall make an inspection of the premises to determine whether the certificate may or may not be issued along with a Lead Safe Inspection for rental properties by licensed lead safe inspector.

§ 9-17.4. Application, Requirements.

[Ord. #8603, § 4; Ord. #12-14; Ord. #13-12; Ord. No. 2014-14]

a.

Rental/Lease Units. No person shall rent, lease, sub-lease or sub-let any dwelling unit to any person intending to use the dwelling unit for residential purposes, or allow any person to inhabit any one and two family dwelling unit, unless a certificate of continued occupancy has been obtained from the code official or the construction official. Any application pursuant to this section must be made at least 10 days prior to any intent of occupancy.

1.

Inspection. Before a certificate of continued occupancy shall be issued the construction official shall make an inspection of the premises to determine whether the certificate may or may not be issued along with a Lead Safe Inspection for rental properties by licensed lead safe inspector.

2.

Violations. In the event a purchaser of property in the Borough of Englewood Cliffs fails to obtain a certificate of continued occupancy, the construction official shall notify said property owner of the said violation by posting a notice of violation at the subject premises. In the event that the property owner fails to thereafter obtain a certificate of continued occupancy, the property owner shall be subject to a fine of not less than \$100 for each summons issued. Each day a violation continues beyond the date fixed for compliance in the notice provided for herein, shall constitute a separate offense.

b.

Standards for Issuance.

1.

The code official or the construction official if, after a general inspection of the visible parts of the structure, determines that the dwelling unit is fit for human habitation and complies with the Property Maintenance Code of the Borough of Englewood Cliffs, and all other Ordinances of the Borough of Englewood Cliffs pertaining to building, plumbing, electrical, health, safety, fire and minimum building standards, and that no violations of State law or of the State Uniform Construction Code exist, which would prevent the issuance of a certificate of continued occupancy pursuant to that code, or the regulations pursuant to that code shall issue the certificate. If a certificate of continued occupancy cannot be issued because of any violations, the code official or construction official will provide a notice of violations and if a certificate of continued occupancy cannot be issued it shall be enforced pursuant to this section.

(a)

Any person violating or failing to comply with any of the provisions of this article shall, upon conviction thereof, be punishable by a fine of not less than \$100 nor more than \$1,250, by imprisonment for a term not to exceed 90 days, or by community service as determined in the discretion of the Municipal Court Judge. The continuation of such violation for each successive day shall constitute a separate offense, and the person or persons allowing or permitting the continuation of the violation may be punished as provided above for each separate offense.

(b)

The violation of any provision of this article shall be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

2.

If the Inspector as a result of a general inspection of the visible parts of the structure, finds any violation as set forth in paragraph 1, he shall notify the owner of the violation and allow the owner 14 days to correct the violation, by mailing a written notice by certified mail, return receipt and regular mail, or by delivering the notice to the owner or his agent. The notice shall identify the premises and specify the violations and any remedial action. The notice shall state that the failure to correct the violations within the time specified shall constitute a violation of this section and may be punishable in accord with Chapter 9, subsection 9-17.4 pursuant to paragraph a2 penalty clause.

3.

Any violation of the ordinances, Codes and New Jersey Statutes shall be grounds for the denial of a certificate of continued occupancy.

c.

Rental Units. No building or portion thereof shall be rented for residential purposes or offered for rent to a family as defined in subsections 9-6.3 and 9-6.4 for the period of less than six months. It is the intent of this ordinance to prohibit short-term rentals which are not occupied for at least six months by the tenant.

d.

Applications for Certificate.

1.

Any owner intending to rent, lease, sub-lease or sub-let any dwelling unit or allowing any person to inhabit a dwelling unit, shall apply to the code official or his agent for a certificate of continued occupancy. Said application shall include the name and address of the person to be renting the property, the telephone number where said person can be reached, the telephone number of the owner where he can be reached and a copy of the agreement in regard to the rental, lease, sub-lease or sub-let. Within seven days of the receipt of the payment of the required fee and the application form, the owner shall afford the Inspectors the opportunity to inspect the structure and shall consent to the inspection. Within 14 days of the inspection, the code official or his agent will issue a certificate of continued occupancy or deny the same, setting forth the reasons as set forth above. The fee for said inspection shall be \$85. The fee for a second and any additional reinspection shall be \$150.

(a)

In the event the property is under lease and the lease expires, the property owner shall immediately advise the Construction Official, or his representative, of the termination of the lease or the renewal of same, depending upon the circumstances, and shall again furnish a copy of the new rental, lease, sub-lease, or sub-let agreement. In the event that the same tenant

becomes a non-lease tenant, this information shall be furnished to the Construction Official or his representative, setting forth the terms of the new agreement. The owner shall comply with all other terms of this section, specifically in regard to the extension of any lease or agreement, and shall give the Construction Official, or his representative, seven days' notice, if there is a continuation of occupancy by the same tenant, a new Certificate of Continued Occupancy shall not be required.

2.

All applications for such certificates shall be made in writing and shall state the name and address of the owner of the structure, the name and address of the owner-occupant or tenant-occupant or any other occupant structure, the name and address, if a sale or transfer of title, of the seller, transferrer, buyer and the new proposed occupancy, and the name and address of the renting agent. It shall also describe the premises to be occupied, including the street address thereof, and a designation of the portion or portions of the premises or structures for which the specific application is being made and shall set forth the number of persons who shall occupy any and all portions of the premises.

3.

All owners or renting agents of real estate or person or persons applying for a Certificate as provided herein shall advise the Code Official or his agent of a reasonable time or times that the inspections may be made and have someone present to assist and provide entry for the inspection purposes.

4.

Required Fees:

(a)

The fee for a certificate of continued occupancy for a transfer of ownership of property within the Borough of Englewood Cliffs shall be \$100, payable to the Borough of Englewood Cliffs.

(b)

The fee for a certificate of continued occupancy for a rental unit shall be \$85, payable to the Borough of Englewood Cliffs.

(c)

Requests for a CCO received fewer than four business days prior to the closing or change of occupant shall add an additional \$150 to required fee.

(d)

The fee for a second and any additional reinspection shall be \$150 per inspection.

e.

Smoke Detector and Carbon Monoxide Detector Required in all Residential Buildings. No certificate of continued occupancy may be issued to a residential building or any portion thereof unless approved smoke detector and carbon monoxide detectors have been installed as required by applicable State statute and local ordinance.

f.

Failure to Comply. If, after inspection by the enforcement officer, a certificate of continuing occupancy may not be issued to the residential building or portion thereof because of the existence of a violation of any code or failure to comply with the standards set forth herein, notice shall be given by the enforcement officer to the owner detailing the violations of applicable laws, regulations or ordinance. The enforcement officer shall have the authority to issue any summons or complaint for any violation of any ordinance, statute or regulation against the owner and/or occupant of the residential building or portion thereof wherein the violation exists.

g.

Expiration. If a dwelling unit is not occupied within six months of the issuance of a certificate of continued occupancy, the certificate will expire, and a new certificate must be obtained before occupancy.

h.

Exceptions. This section shall not apply to hotels, rooming houses or motels that are generally occupied by tenants or guests for less than 30 successive days, dwelling units not intended for human habitation or new construction, for which inspection and a certificate of occupancy is required by the Uniform Construction Code.

§ 9-17.5. Violations.

In the event a purchaser of property in the Borough of Englewood Cliffs fails to obtain a certificate of continued occupancy, the construction official shall notify said property owner of the said violation by posting a notice of violation at the subject premises. In the event that the property owner fails to thereafter obtain a certificate of continued occupancy, the property owner shall be subject to a fine of not less than \$100 for each summons issued. Each day a violation continues beyond the date fixed for compliance in the notice provided for herein, shall constitute a separate offense.

19-17.6. Lead-Based Paint Inspections.

Required Initial Inspection. The owner, landlord and/or agent of every single-family, two-family, and/or multiple dwelling unit offered for rental shall be required to obtain an inspection of the

unit for lead-based paint hazards within the time period required by state statute or upon tenant turnover, whichever is earlier.

19-17.7 Required Recurring Inspection.

After the initial inspection required by Section 19-17.6, the owner, landlord and/or agent of such dwelling unit offered for rental shall be required to obtain an inspection of the unit for lead-based paint hazards every three years, or at tenant turnover, whichever is earlier, except that an inspection upon tenant turnover shall not be required if the owner has a valid lead-safe certification.

19-17.8 Standards.

Inspections for lead-based paint in rental dwelling units shall be governed by the standards set forth in N.J.S.A. 52:27D-437.1 et seq., and N.J.S.A. 55:13A-1 et seq., as may be amended from time to time.

19-17.9. Exceptions.

A dwelling unit in a single-family, two-family, or multiple rental dwelling shall not be subject to inspection and evaluation for the presence of lead-based paint hazards, or for the fees for such inspection or evaluation, if the unit:

- a. has been certified to be free of lead-based paint;
- b. was constructed after 1978; or
- c. has a valid lead safe certification.

If lead-based paint hazards are identified, then the owner of the dwelling shall remediate the hazards through abatement or lead-based paint hazard control mechanisms in accordance with N.J.S.A. 52:27D-437.16(d). Upon the remediation of the lead-based paint hazard, the Borough Code Enforcement Official or designee, as may be applicable, or the owner's private lead inspector, shall conduct an additional inspection of the unit to certify that the hazard no longer exists.

If no lead-based paint hazards are identified, then the Borough Code Enforcement Official or designee or the owner's private lead inspector shall certify the dwelling as lead safe on a form prescribed by the Department of Community Affairs, which shall be valid for two years and shall be filed with the Borough Construction Department. The Borough Construction Department shall maintain up-to date information on inspection schedules, inspection results, tenant turnover and a record of all lead-free certifications issued pursuant to N.J.A.C. 5:17.

In accordance with N.J.S.A. 52:27D-437.16(e), property owners shall:

- a. Provide evidence of a valid lead-safe certification and the most recent tenant turnover to the Borough of Englewood Cliffs at the time of the cyclical inspection.
- b. Provide evidence of a valid lead-safe certification to new tenants of the property at the time of tenant turnover and shall affix a copy of such certification as an exhibit to the tenant's or tenants' lease.
- c. Maintain a record of the lead-safe certification which shall include the name or names of the unit's tenant or tenants if the inspection was conducted during a period of tenancy.

19-17.10 Fees.

- a. Notwithstanding any other fees due pursuant to this Chapter, a fee in the amount of \$200.00 shall be paid for each lead-based paint inspection. Said fee shall be dedicated to meeting the costs of implementing and enforcing this subsection and shall not be used for any other purpose. Alternatively, a dwelling owner or landlord may directly hire a private lead evaluation contractor who is certified to provide lead paint inspection services by the Department of Community Affairs in which case no additional Lead-Based Paint inspection fee shall be paid.
- b. The fee for the filing of a lead-safe certification or lead-free certification shall be \$50.

19-17.11 Violations and Penalties.

In accordance with N.J.S.A. 52:27D-437.19, the penalties for a violation of Article shall be as follows:

- a. If a property owner has failed to conduct the required inspection or initiate any remediation efforts, the owner shall be given 30 days to cure the violation.

If the property owner has not cured the violation after 30 days, the property owner shall be subject to a penalty not to exceed \$1,000 per week until the required inspection has been conducted or remediation efforts have been initiated.

Section 2. This Ordinance shall take effect immediately upon passage as permitted by law.

**Introduction and First Reading:
October 8, 2025**

COUNCIL MEMBER	Motion	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
Koutroubas						
Mayor Park						

**Second and Final Reading of Ordinance Adoption:
November 12, 2025**

COUNCIL MEMBER	Motion	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
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 November 12, 2025.**

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

**BOROUGH OF ENGLEWOOD CLIFFS
COUNTY OF BERGEN**

ORDINANCE NO. 2025-08

AN ORDINANCE AMENDING CHAPTER 13, “STREETS, SIDEWALKS AND SANITATION,” SECTION 13-1, AND TO ESTABLISH A STREET OPENING MORATORIUM AND REQUIRE ENHANCED RESTORATION OF NEWLY PAVED STREETS, TO AMEND THE SCHEDULE OF FEES, AND TO AMEND THE PROCEDURE FOR ROAD OPENING PERMITS

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

SECTION 1. Findings and Purpose.

The Governing Body finds that newly paved or reconstructed streets represent a significant public investment. Frequent openings of these streets by utilities or contractors result in premature deterioration, unsafe conditions, and unnecessary costs to taxpayers. The purpose of this ordinance is to establish a moratorium on street openings following street improvements, while preserving limited exceptions for emergencies, and to require enhanced restoration standards where openings cannot be avoided. The Governing Body also finds that the fees for street openings need to be increased to cover the costs of inspections of the work performed under the permit.

SECTION 2. Amendment.

Chapter 13, Section 13-1 (“Street Openings and Restoration”) is hereby amended to add a new subsection 13-1.8 Moratorium on Excavations Following Street Improvements, to read as follows:

§13-1.8 Moratorium on Excavations Following Street Improvements.

- a. Notice of Improvements.** Whenever the Borough Council enacts any ordinance or resolution providing for the paving or repaving of any street, the Borough Clerk or Borough Engineer shall promptly notify all public utility companies, state and county agencies, and abutting property owners that no excavation permits shall be issued for that street for a period of five (5) years following completion of the improvement, except as otherwise provided herein.
- b. Deadline for Work Prior to Improvement.** Applications for excavation permits to perform work prior to the paving or repaving shall be submitted promptly, and all such permitted work shall be completed no later than 45 days from the date of enactment of the paving ordinance or resolution.
- c. Five-Year Moratorium.** No excavation, opening, cut, or disturbance of the paved surface shall be permitted in any street paved or repaved within the preceding five years.
- d. Exceptions.**
 - 1. Emergency Circumstances.** Public utilities or others may proceed with necessary excavation work when emergency circumstances demand immediate action, provided that written notice is given is addressed to the Mayor and given to the

Borough Engineer, the Police Department, the Business Administrator, the Superintendent of Public Works, and the Borough Clerk prior to commencing such work. The notice shall be hand delivered or delivered by electronic mail. The notice shall state the location of the work, a description of the scope of work, and the details which constitute an emergency. A permit application and required fees must be filed on the next business day thereafter.

- 2. Hardship or Public Necessity. The Borough Engineer, after consultation with the Superintendent of Public Works, may grant a written waiver of the moratorium where the applicant demonstrates that no reasonable alternative exists and the work is in the public interest.**

e. Enhanced Restoration Requirements. Any excavation permitted within the moratorium period shall require restoration beyond the limits of the trench, up to and including curb-to-curb milling and resurfacing for the entire width of the roadway within the block, or as otherwise directed by the Borough Engineer.

f. Forfeiture of Rights. Any property owner abutting such improved street who fails to install necessary service connections prior to the paving shall forfeit the right to excavate the street for service connections for the duration of the moratorium, except as provided in subsection d.

SECTION 3: AMENDMENT

Section 13-1.3 is hereby amended as follows:

§ 13-1.3 Regulations Concerning.

a.

Street opening. No person shall make any street opening in or tear up or disturb the surface of the roadway of any street, park or public place without a written permit therefore, provided however, that any public utility corporation having pipes, conduits or rails in any public street or place shall not be required to obtain any other permit than that provided for in paragraph k of this subsection.

b.

All permits required by this section shall be issued by the ~~borough clerk~~ **Superintendent of Public Works** after written approval from the Borough Engineer, with a copy to the ~~superintendent of public works~~ **Borough Clerk**. Permittee is to secure street openings dates and specifications from the superintendent of public works. A cash deposit in an amount sufficient to defray the costs of replacing the pavement excavated in case the applicant fails to replace such pavement in a manner acceptable to the superintendent of public works prior to the issuance of the permit. This deposit shall be then tendered to the borough clerk prior to the issuance of any permit and in no event shall the amount of the cash or bond deposit be less than \$1,000, which bond shall be in a form satisfactory to the borough attorney. Upon issuance of such a permit the **superintendent of public works** ~~borough clerk~~ shall forward a copy to the **Borough Clerk** ~~superintendent of public works~~ **and chief of police.**

SECTION 4: AMENDMENT

Chapter 13, Section 13-1.3c Fees is hereby amended as follows:

The following permit fees are established and shall be paid to the Superintendent of Public Works ~~by borough clerk~~ before the permits are issued.

~~1-~~

~~For opening any road paved with Portland cement concrete, bituminous concrete, bituminous penetration macadam, water bound macadam with or without bituminous dressing or asphalt surface treated pavement, \$5 per square yard or fraction thereof; minimum fee \$25.~~

~~2-~~

~~For opening any unimproved road; \$2 per square yard or fraction thereof; minimum fee \$5.~~

1. For Concrete Roadways:

- A. Up to 5 square yards - \$800.00**
- B. Each additional square yard: \$100.00**

2. For Bituminous Concrete, Macadam Roadways:

- A. Up to five square yards: \$300.00**
- B. Each additional square yard: \$30.00**

3. For Unimproved Streets

- A. Up to 5 square yards: \$75.00**
- B. Each additional square yard \$10.00**

SECTION 5. Severability.

If any section, subsection, or provision of this ordinance is declared invalid, the remaining provisions shall not be affected and shall remain in full force and effect.

SECTION 6. Repealer.

All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 7. Effective Date.

This ordinance shall take effect upon final passage and publication as required by law.

**Introduction and First Reading:
October 8, 2025**

COUNCIL MEMBER	Motion	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
Koutroubas						
Mayor Park						

**Second and Final Reading of Ordinance Adoption:
November 12, 2025**

COUNCIL MEMBER	Motion	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
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 November 12, 2025.**

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

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

**RESOLUTION
RESOLUTION NO. 25-203**

**TITLE: RESOLUTION AUTHORIZING PAYMENT OF VOUCHERS –
OCTOBER 2025 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 (2024)	\$0.00
Current Fund Appropriations (2025)	\$247,639.77
General Capital Fund	\$229,281.40
Grant Fund	\$40,600.00
Escrow Trust	\$53,751.88
Trust	\$43,992.85
TOTAL	\$615,265.90

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 **\$615,265.90** and ratified respectively.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s) was adopted at a Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 8th day of October 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

Englewood Cliffs Borough
Purchase Order Listing By Budget Account

10/03/2025
11:48 AM

Item Status	Purchase Types	Misc
Open: N	Bid: Y	
Void: N	State: Y	
Paid: N	Other: Y	
Held: N	Exempt: Y	
Appr: N		
Rcvd: Y		

Range: 4 to 5
Rcvd Batch Id Range: First to Last
Received Date Range: 09/12/25 to 12/31/25

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	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
5-01-20-100-201	Administration Office Operations											
25-00244	11 WBMAS005	W.B. MASON CO. INC			SEPT BOROUGH BOTTLED WATER SVC	\$119.14	R	09/02/25	10/01/25		MULTIPLE	B
25-00626	1 FASTP005	FAST PRINT, LLC			2,000 dog census cards	\$775.00	R	09/05/25	09/23/25		3926	
25-00667	1 LAURA005	LAURA BORCHERS			REIMB.LAURA BORCHERS	\$8.00	R	10/01/25	10/02/25		55/2243/212	
25-00667	2 LAURA005	LAURA BORCHERS			REIMB.LAURA BORCHERS	\$47.67	R	10/03/25	10/03/25		9/24/2025	
						\$949.81						
5-01-20-100-202	Administration Professional Development											
25-00649	1 ICMA0005	ICMA			ICMA ANNUAL CONF./I.CHOWDHURY	\$980.00	R	09/22/25	10/01/25		ICMA 2025	
25-00649	2 ICMA0005	ICMA			ICMA ANNUAL CONF./I.CHOWDHURY	\$75.00	R	09/22/25	10/01/25			
						\$1,055.00						
5-01-20-100-203	Administration Professional Services											
25-00640	1 BELLA005	BELLAQUA, INC.			WATER FILTER SERVICE	\$600.00	R	09/16/25	09/23/25		114780	
25-00650	1 TRIPLO10	TRIPLE J PRODUCTIONS LLC			EC PROMOTIONAL VIDEO	\$950.00	R	09/22/25	09/24/25		80825	
25-00663	1 THECA005	THE CANNING GROUP, LLC			OCT 2025 QPA SERVICES	\$833.33	R	09/30/25	10/02/25		ENGLE 2025-04	
25-00678	1 CONCO005	CONCORD MUNICIPAL CONSULT.LLC			SEPT/OCT CONSULTING SERVICES	\$3,856.35	R	10/03/25	10/03/25		#05-2025	
						\$6,239.68						
5-01-20-100-213	Administration Legal Advertisement											
25-00651	1 NJADV005	NJ ADVANCE MEDIA LLC			AUG LEGAL ADS	\$838.08	R	09/23/25	09/24/25		3394561	
5-01-20-110-299	Mayor & Council Temporary Budget											
25-00628	1 NJLEA005	NJ LEAGUE OF MUNICIPALITIES			LEAGUE CONF. REGISTRATION	\$70.00	R	09/09/25	09/23/25		1031841863	
25-00629	1 NJLEA005	NJ LEAGUE OF MUNICIPALITIES			LEAGUE CONF. REGISTRATION	\$70.00	R	09/09/25	09/23/25		1031841863	

Budget Account		Description		Vendor Name		Item Description		Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type	
P.O. Id	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type				
5-01-20-110-299 Mayor & Council Temporary Budget															
<i>Account Continued</i>															
25-00646	1	NJLEA005	NJ LEAGUE OF MUNICIPALITIES	COURSE REGISTRATION	\$70.00	R	09/17/25	09/23/25		1031841863					
25-00648	1	NJLEA005	NJ LEAGUE OF MUNICIPALITIES	COURSE REGISTRATION	\$70.00	R	09/19/25	09/24/25		1031841863					
					\$280.00										
5-01-20-130-202 Financial Admin Professional Development															
25-00529	1	RUTGE025	RUTGERS CTR FOR GOVERNMENT SRV	CFO COURSE- R. BUSA	\$1,037.00	R	07/22/25	09/23/25		89716					
25-00645	1	INSTI005	INSTITUTE FOR PROF.DEVELOPMENT	ETHICS WEBINAR	\$50.00	R	09/17/25	09/24/25		91725					
					\$1,087.00										
5-01-20-140-201 Information Technology															
25-00093	10	OCEAN005	OCEAN COMPUTER GROUP INC.	SEPT NETWORK MGMT & SUPPORT	\$2,350.00	R	08/08/25	09/23/25		297908M				B	
25-00479	1	OCEAN005	OCEAN COMPUTER GROUP INC.	ANN. ACROBAT PRO SUBSCRIPTION	\$576.00	R	06/24/25	09/23/25		297996G					
25-00654	1	OCEAN005	OCEAN COMPUTER GROUP INC.	TECH REMOTE SUPPORT	\$225.00	R	09/23/25	09/24/25		298019M					
					\$3,151.00										
5-01-20-150-203 Tax Assessment Professional Services															
25-00630	1	INTEG005	INTEGRA REALTY RESOURCES	COMMERCIAL PROPERTY PROF. SVCS	\$2,075.00	R	09/10/25	09/23/25		INV0123125					
25-00630	2	INTEG005	INTEGRA REALTY RESOURCES	COMMERCIAL PROPERTY PROF. SVCS	\$250.00	R	09/10/25	09/23/25		20420240261					
25-00630	3	INTEG005	INTEGRA REALTY RESOURCES	COMMERCIAL PROPERTY PROF. SVCS	\$250.00	R	09/10/25	09/23/25		20420240263					
25-00630	4	INTEG005	INTEGRA REALTY RESOURCES	COMMERCIAL PROPERTY PROF. SVCS	\$250.00	R	09/10/25	09/23/25		20420240259					
25-00630	5	INTEG005	INTEGRA REALTY RESOURCES	COMMERCIAL PROPERTY PROF. SVCS	\$625.00	R	09/10/25	09/23/25		20420240258					
25-00630	6	INTEG005	INTEGRA REALTY RESOURCES	COMMERCIAL PROPERTY PROF. SVCS	\$250.00	R	09/10/25	09/23/25		20420240262					
25-00630	7	INTEG005	INTEGRA REALTY RESOURCES	COMMERCIAL PROPERTY PROF. SVCS	\$450.00	R	09/10/25	09/23/25		20420240254					
					\$4,150.00										
5-01-20-155-201 Legal Services General & COAH															
25-00051	28	KINGM005	KING, MOENCH, HIRNIAK & MEHTA	AUG LEGAL SERVICES	\$1,312.50	R	09/04/25	09/24/25		95872				B	
25-00051	29	KINGM005	KING, MOENCH, HIRNIAK & MEHTA	AUG LEGAL SVCS M.G/HUDSON	\$735.00	R	09/24/25	09/24/25		95873				B	
25-00053	16	JARDI005	JARDIM, MEISNER AND SUSSER, PC	AUG LEGAL SERVICES MCMORROW	\$1,091.50	R	09/04/25	09/24/25		45108				B	

Budget Account		Description		Item Description		Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
P.O. Id	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type	
Legal Services General & COAH												
5-01-20-155-201				Account Continued								
25-00059	8	CLARK005	CLARKE CATON HINTZ CORP.	AUG APPOINTED COURT MASTER	\$2,829.00	R	09/04/25	09/24/25		93365		B
25-00579	7	BRUNO005	BRUNO AND FERRARO	SEPT LEGAL SERVICES	\$10,000.00	R	09/04/25	10/03/25		SEPT 2025		B
					\$15,968.00							
Legal Services Tax Appeal & Appraisals												
5-01-20-155-203												
25-00054	5	NORGA005	NORGAARD O'BOYLE & HANNON	JUN-JUL-AUG LEGAL TAX APPEAL	\$11,330.26	R	10/01/25	10/01/25		42872		B
Planning Board Professional Services												
5-01-21-180-203												
25-00636	1	RANDA005	RANDALL & RANDALL, LLC	LEGAL SERVICES-PB MEETING 7/10	\$175.00	R	09/15/25	09/23/25		13326		
Employee Life Insurance												
5-01-23-220-203												
25-00092	11	RELIA010	RELIANCE STANDARD	OCT FIREMEN LIFE INSURANCE	\$550.62	R	08/25/25	09/24/25		GL163790		B
Police Professional Development												
5-01-25-240-202												
25-00558	1	ATLAN040	ATLANTIC AMBULANCE CORP	EMT REFRESHER A 9/18/2025	\$100.00	R	07/30/25	09/23/25		8/2/2025		
Police Vehicle Maintenance												
5-01-25-240-205												
25-00066	12	GOODY005	GOODYEAR AUTO SERVICE CORP.	JULY POLICE VEHICLE TIRES	\$306.20	R	07/30/25	09/23/25		0000074336		B
25-00066	13	GOODY005	GOODYEAR AUTO SERVICE CORP.	SEPT POLICE VEHICLE TIRES	\$288.50	R	08/04/25	09/23/25		0000075183		B
25-00066	14	GOODY005	GOODYEAR AUTO SERVICE CORP.	SEPT POLICE VEHICLE TIRES	\$363.75	R	09/10/25	09/23/25		0000075225		B
25-00068	23	ENGL015	ENGLEWOOD CLIFFS EXXON	AUG-SEP POLICE VEHICLE REPAIRS	\$80.00	R	08/12/25	09/23/25		09/05/2025		B
25-00068	24	ENGL015	ENGLEWOOD CLIFFS EXXON	AUG-SEP POLICE VEHICLE REPAIRS	\$377.40	R	09/12/25	09/23/25		13932		B
25-00068	25	ENGL015	ENGLEWOOD CLIFFS EXXON	AUG-SEP POLICE VEHICLE REPAIRS	\$449.26	R	09/12/25	09/23/25		13940		B
25-00068	26	ENGL015	ENGLEWOOD CLIFFS EXXON	AUG-SEP POLICE VEHICLE REPAIRS	\$377.40	R	09/12/25	09/23/25		13891		B
25-00068	27	ENGL015	ENGLEWOOD CLIFFS EXXON	AUG-SEP POLICE VEHICLE REPAIRS	\$1,058.95	R	09/12/25	09/23/25		13892		B
25-00068	28	ENGL015	ENGLEWOOD CLIFFS EXXON	AUG-SEP POLICE VEHICLE REPAIRS	\$2,301.50	R	09/12/25	09/23/25		13916		B
25-00071	21	TRINI015	TRINITY AUTO LLC D/B/A	SEPT POLICE VEHICLE REPAIRS	\$100.57	R	09/03/25	10/01/25		6017224/1		B
25-00617	1	CERT005	CERTIFIED SPEEDOMETER SERVING	SEMI ANNUAL VEH CALIBRATIONS	\$770.00	R	09/03/25	09/23/25		25646		
					\$6,473.53							
Police Departmental Supplies												
5-01-25-240-206												
25-00062	6	QUADI010	QUADIENT FINANCE USA INC	AUG BORO POSTAGE MACHINE	\$95.41	R	06/09/25	10/01/25		8/2025		B
25-00067	10	AGLIN005	AGL INHALATION THERAPY CO.INC.	JUL POLICE MEDICAL OXYGEN	\$149.23	R	08/25/25	09/23/25		0010183251		B

Budget Account		Description	Vendor Name		Item Description		Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
P.O. Id	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type		
Streets Roads Professional Services													
5-01-26-290-203			Streets Roads Professional Services	<i>Account Continued</i>									
25-00088	10	UNIF1005	UNIFIRST CORPORATION	SEPT DPW UNIFORM CLEANING	\$210.39	R	08/26/25	10/01/25		1180539345	B		
25-00088	11	UNIF1005	UNIFIRST CORPORATION	SEPT DPW UNIFORM CLEANING	\$257.46	R	10/01/25	10/01/25		1180541638	B		
25-00088	12	UNIF1005	UNIFIRST CORPORATION	SEPT DPW UNIFORM CLEANING	\$182.34	R	10/01/25	10/01/25		1180543923	B		
25-00088	13	UNIF1005	UNIFIRST CORPORATION	SEPT DPW UNIFORM CLEANING	\$182.34	R	10/01/25	10/01/25		1180546220	B		
25-00088	14	UNIF1005	UNIFIRST CORPORATION	SEPT DPW UNIFORM CLEANING	\$182.34	R	10/01/25	10/01/25		1180548595	B		
					\$1,014.87								
Streets Roads Equipment Purch & Maint.													
5-01-26-290-204			Streets Roads Equipment Purch & Maint.										
25-00201	18	BENJA005	BENJAMIN BROS. INC.	SEPT DPW MATERIALS & SUPPLIES	\$129.92	R	09/02/25	10/01/25		MULTIPLE	B		
25-00212	18	FAIRF005	FAIRFIELD MAINTENANCE, INC.	SEPT DPW GAS TANK MAINT./INSP.	\$373.80	R	08/29/25	10/01/25		46107	B		
					\$503.72								
Streets Roads Vehicle Maintenance													
5-01-26-290-205			Streets Roads Vehicle Maintenance										
25-00203	7	CCTIR005	C & C TIRE, INC.	JULY DPW TRUCK TIRES & INSTALL	\$1,978.24	R	08/04/25	10/01/25		112755	B		
25-00203	8	CCTIR005	C & C TIRE, INC.	AUG DPW TRUCK TIRES & INSTALL	\$1,395.00	R	08/04/25	10/01/25		112960	B		
25-00220	6	PGAUT005	P & GAUTO, INC.	SEPT DPW TRUCK PARTS & SUPPLIE	\$352.00	R	05/30/25	10/01/25		001-401659	B		
25-00239	23	UNITE005	UNITED MOTOR PARTS, INC.	SEPT DPW AUTO PARTS SUPP.	\$185.10	R	09/04/25	10/01/25		2731302	B		
25-00239	24	UNITE005	UNITED MOTOR PARTS, INC.	SEPT DPW AUTO PARTS SUPP.	\$276.18	R	09/30/25	10/01/25		2732596	B		
25-00239	25	UNITE005	UNITED MOTOR PARTS, INC.	SEPT DPW AUTO PARTS SUPP.	\$443.78	R	09/30/25	10/01/25		2735197	B		
25-00239	26	UNITE005	UNITED MOTOR PARTS, INC.	SEPT DPW AUTO PARTS SUPP.	691.11	R	09/30/25	10/01/25		2735508	B		
25-00239	27	UNITE005	UNITED MOTOR PARTS, INC.	SEPT DPW AUTO PARTS SUPP.	\$860.09	R	09/30/25	10/01/25		2735207	B		
25-00239	28	UNITE005	UNITED MOTOR PARTS, INC.	SEPT DPW AUTO PARTS SUPP.	\$9.53	R	09/30/25	10/01/25		2735509	B		
25-00261	8	FOLEY005	FOLEY, INCORPORATED	SEPT DPW TRUCK PARTS	\$400.09	R	08/07/25	10/01/25		0648039	B		
25-00658	1	AMERIO15	AMERICAN HOSE HYDRAULIC CO INC	HYDRAULIC HOSE ASSY	\$715.26	R	09/30/25	10/01/25		00397048	B		
25-00659	1	DAVID005	DAVID WEBER OIL COMPANY	15W-40 ULTRA LX 55 GL DR	\$727.65	R	09/30/25	10/01/25		475862	B		
25-00659	2	DAVID005	DAVID WEBER OIL COMPANY	DRUM DEPOSIT	\$25.00	R	09/30/25	10/01/25		475862	B		
25-00659	3	DAVID005	DAVID WEBER OIL COMPANY	ENVIROMENTAL COMPLIANCE	\$24.50	R	09/30/25	10/01/25		475862	B		
					\$6,701.31								
Streets Roads Shop Supplies													
5-01-26-290-206			Streets Roads Shop Supplies										
25-00204	2	AGLWE005	AGL WELDING, INC.	AUG DPW WELDING SUPP. & EQUIP	\$125.00	R	02/12/25	10/01/25		0040008005	B		
25-00214	27	HOMED005	HOME DEPOT CREDIT SERVICES INC	SEPT DPW MATERIALS & SUPP.	\$33.91	R	09/03/25	10/01/25		3250270	B		
25-00214	28	HOMED005	HOME DEPOT CREDIT SERVICES INC	SEPT DPW MATERIALS & SUPP.	\$278.18	R	09/30/25	10/01/25		14540	B		
25-00214	29	HOMED005	HOME DEPOT CREDIT SERVICES INC	SEPT DPW MATERIALS & SUPP.	\$7.98	R	09/30/25	10/01/25		9522518	B		
25-00214	30	HOMED005	HOME DEPOT CREDIT SERVICES INC	SEPT DPW MATERIALS & SUPP.	\$96.28	R	09/30/25	10/01/25		9622861	B		

Budget Account	Description	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
<i>Account Continued</i>												
5-01-26-290-206	Streets Roads Shop Supplies											
25-00214	HOME DEPOT CREDIT SERVICES INC	31	HOMED005	HOME DEPOT CREDIT SERVICES INC	SEPT DPW MATERIALS & SUPP.	\$27.72	R	09/30/25	10/01/25		7240104	B
25-00214	HOME DEPOT CREDIT SERVICES INC	32	HOMED005	HOME DEPOT CREDIT SERVICES INC	SEPT DPW MATERIALS & SUPP.	\$106.58	R	09/30/25	10/01/25		7522889	B
25-00214	HOME DEPOT CREDIT SERVICES INC	33	HOMED005	HOME DEPOT CREDIT SERVICES INC	SEPT DPW MATERIALS & SUPP.	\$299.94	R	09/30/25	10/01/25		7770192	B
25-00214	HOME DEPOT CREDIT SERVICES INC	34	HOMED005	HOME DEPOT CREDIT SERVICES INC	SEPT DPW MATERIALS & SUPP.	\$204.56	R	09/30/25	10/01/25		3523486	B
25-00214	HOME DEPOT CREDIT SERVICES INC	35	HOMED005	HOME DEPOT CREDIT SERVICES INC	SEPT DPW MATERIALS & SUPP.	\$74.61	R	09/30/25	10/01/25		4620446	B
						\$1,254.76						
5-01-26-290-207	Streets Roads Drainage & Stormwater Mgmt											
25-00631	PROGRESSIVE BRICK CO.	1	PROGR005	PROGRESSIVE BRICK CO.	CATHBASIN STRETCHER 1 PALLET	\$510.00	R	09/11/25	09/23/25		487039	
5-01-26-290-208	Streets Roads Traffic & Street Supplies											
25-00231	SHERWIN-WILLIAMS CO, INC.	5	SHERW005	SHERWIN-WILLIAMS CO, INC.	SEPT DPW STREET LINE PAINT	\$503.52	R	09/02/25	10/01/25		9792-1	B
25-00231	SHERWIN-WILLIAMS CO, INC.	6	SHERW005	SHERWIN-WILLIAMS CO, INC.	SEPT DPW STREET LINE PAINT	\$253.50	R	09/30/25	10/01/25		3315-6	B
25-00232	SILVER MASON INC.	5	SILVE005	SILVER MASON INC.	SEPT ROAD MAINT. SUPPLIES	\$50.00	R	08/06/25	10/01/25		A373911	B
25-00236	TILCON NEW YORK, INC.	4	TILCO005	TILCON NEW YORK, INC.	SEPT ROAD MAINT SUPPLIES	\$108.46	R	09/02/25	10/01/25		2706227	B
						\$915.48						
5-01-26-290-209	Streets Roads Compost Site & Recycling											
25-00219	ORGANIC RECYCLING, INC.-NY	15	ORGAN005	ORGANIC RECYCLING, INC.-NY	SEPT VEGETATION DISPOSALS	\$930.00	R	09/02/25	10/01/25		301417	B
25-00219	ORGANIC RECYCLING, INC.-NY	16	ORGAN005	ORGANIC RECYCLING, INC.-NY	SEPT VEGETATION DISPOSALS	\$417.00	R	09/30/25	10/01/25		303991	B
25-00219	ORGANIC RECYCLING, INC.-NY	17	ORGAN005	ORGANIC RECYCLING, INC.-NY	SEPT VEGETATION DISPOSALS	\$775.00	R	09/30/25	10/01/25		303448	B
						\$2,122.00						
5-01-26-292-203	Shade Tree Professional Services											
25-00227	RELIABLE TREE SERVICES INC	14	RELIA005	RELIABLE TREE SERVICES INC	AUG DPW TREE REMOVAL & MAINT	\$10,750.00	R	08/29/25	10/01/25		2090-25	B
25-00227	RELIABLE TREE SERVICES INC	15	RELIA005	RELIABLE TREE SERVICES INC	SEPT DPW TREE REMOVAL & MAINT	\$9,500.00	R	09/24/25	10/03/25		2108.25	B
25-00227	RELIABLE TREE SERVICES INC	16	RELIA005	RELIABLE TREE SERVICES INC	SEPT DPW TREE REMOVAL & MAINT	\$9,500.00	R	10/02/25	10/03/25		2111-25	B
						\$29,750.00						
5-01-26-310-201	Buildings Grounds Office Operations											
25-00247	FELDMAN BROTHERS ELECTRICAL	8	FELDM005	FELDMAN BROTHERS ELECTRICAL	SEPT DPW ELECTRICAL SUPPLIES	\$22.78	R	09/02/25	10/01/25		3729079-00	B
25-00656	COSTCO BUSINESS CENTER # 729	1	COSTC020	COSTCO BUSINESS CENTER # 729	OFFICE SUPPLIES	\$1,583.02	R	09/25/25	10/01/25		112036446272	
						\$1,605.80						

Budget Account	Description	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
5-01-31-440-201	Telephone											
25-00245	VERIZON	21	VERIZ005	VERIZON	SEPT BOROUGH PHONE SERVICES	\$63.02	R	09/09/25	10/01/25		957239943000130	B
5-01-31-440-202	Cell Phone											
25-00670	AT&T MOBILITY II, LLC	1	ATTM0010	AT&T MOBILITY II, LLC	BOROUGH CELL PHONES	\$262.08	R	10/01/25	10/02/25		3X09042025	
25-00671	AT&T MOBILITY II, LLC	1	ATTM0010	AT&T MOBILITY II, LLC	PD CELL PHONES	\$551.28	R	10/01/25	10/03/25		X09042025	
						\$813.36						
5-01-31-440-203	Internet & Television											
25-00207	SPECTRUM ENTERPRISE	16	TIMEW005	SPECTRUM ENTERPRISE	SEPT BORO INTERNET & TV SVC	\$233.73	R	08/25/25	09/23/25		241657001090125	B
25-00207	SPECTRUM ENTERPRISE	17	TIMEW005	SPECTRUM ENTERPRISE	SEPT BORO INTERNET & TV SVC	\$916.39	R	09/10/25	10/01/25		153901801090725	B
						\$1,150.12						
5-01-31-445-201	Water Utility											
25-00241	VEOLIA WATER NJ	19	VEOLI005	VEOLIA WATER NJ	SEPT BOROUGH WATER UTILITY	\$1,424.28	R	09/05/25	10/03/25		MULTIPLE	B
5-01-31-460-201	Vehicle Fuel Gasoline & Diesel											
25-00225	RACHLES/MICHELE'S OIL CO., INC.	9	RACHL005	RACHLES/MICHELE'S OIL CO., INC.	AUG DPW VEHICLE FUEL	\$5,448.84	R	07/16/25	10/01/25		437435	B
25-00248	TAYLOR OIL COMPANY	14	TAYLO010	TAYLOR OIL COMPANY	AUG RENTAL DPW DIESEL FUEL	\$200.00	R	08/06/25	09/24/25		T145429-IN	B
25-00248	TAYLOR OIL COMPANY	15	TAYLO010	TAYLOR OIL COMPANY	AUG DPW DIESEL FUEL	\$2,232.68	R	09/16/25	09/24/25		S386557-IN	B
25-00647	TREASURER STATE OF NEW JERSEY	1	TREAS015	TREASURER STATE OF NEW JERSEY	UNDERGROUND TANKS	\$50.00	R	09/17/25	09/24/25		293950400	
						\$7,931.52						
5-01-43-490-201	Municipal Court Office Operations											
25-00653	STAPLES CORP.	1	STAPL005	STAPLES CORP.	COURT-OFFICE SUPPLIES	\$23.88	R	09/23/25	10/01/25		6042295256	
25-00653	STAPLES CORP.	2	STAPL005	STAPLES CORP.	COURT-OFFICE SUPPLIES	\$146.41	R	09/23/25	10/01/25		6042295257	
						\$170.29						
5-01-43-490-203	Municipal Court Professional Services											
25-00639	TOTALCAPTION LLC	1	TOTAL005	TOTALCAPTION LLC	REMOTE CAPTIONING	\$240.00	R	09/16/25	10/01/25		8456	

Budget Account	Description	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	Date	First Enc Rcvd Date	Chk/Void Date	Invoice	PO Type
5-01-43-490-203	Municipal Court Professional Services				Account Continued							
25-00639	TOTALCAPTION LLC	2	TOTAL005		REMOTE CAPTIONING	\$560.00	R	09/16/25	10/01/25		8456	
						\$800.00						
						\$153,311.62						
						\$153,311.62						
C-04-25-004-000	2025-04: Road Resurfacing & Drainage Imp											
25-00676	COLLIERS ENGINEERING & DESIGN	1	COLLI005		2025 RIVERSIDE COOP ROAD PRGRM	\$1,439.29	R	10/03/25	10/03/25		1046606	
						\$1,439.29						
						\$1,439.29						

G/L Account	Description	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Revd Date	Chk/Void Date	Invoice	PO Type
5-01- -205-000	TAX OVERPAYMENTS											
25-00662	HEINZE LAW P.A.	1	HEINZ005	HEINZE LAW P.A.	2023 TAX REFUND B615/L11	\$4,849.25	R	09/30/25	10/03/25		2023/B615/L11	
25-00662	HEINZE LAW P.A.	2	HEINZ005	HEINZE LAW P.A.	2024 TAX REFUND B615/L11	\$5,197.50	R	09/30/25	10/03/25		2024/B615/L11	
25-00664	WOLF VESPASIANO LLC	1	WOLF0005	WOLF VESPASIANO LLC	2024 TAX REFUND B1006/L2	\$3,001.85	R	09/30/25	10/03/25		B1006/L2	
25-00665	NOVINS YORK JACOBUS & DOOLEY	1	NOVIN005	NOVINS YORK JACOBUS & DOOLEY	2022 TAX REFUND B1109/L1	\$1,381.29	R	09/30/25	10/03/25		B1109/L1	
25-00666	MCCARTER & ENGLISH LLP	1	MCCAR005	MCCARTER & ENGLISH LLP	2024 TAX REFUNDS B506/L3	\$11,550.00	R	09/30/25	10/03/25		2024 B506/L3	
25-00666	MCCARTER & ENGLISH LLP	2	MCCAR005	MCCARTER & ENGLISH LLP	2025 TAX REFUNDS B506/L3	\$11,650.00	R	09/30/25	10/03/25		2025 B506/L3	
25-00669	SPIOTTI & ASSOCIATES, P.C.	1	SPIOT005	SPIOTTI & ASSOCIATES, P.C.	2023-2025 TAX REFUNDS B808/L1	\$1,009.79	R	10/01/25	10/03/25		2023 B808/L1	
25-00669	SPIOTTI & ASSOCIATES, P.C.	2	SPIOT005	SPIOTTI & ASSOCIATES, P.C.	2023-2025 TAX REFUNDS B808/L1	\$1,022.18	R	10/01/25	10/03/25		2024 B808/L1	
25-00669	SPIOTTI & ASSOCIATES, P.C.	3	SPIOT005	SPIOTTI & ASSOCIATES, P.C.	2023-2025 TAX REFUNDS B808/L1	\$1,031.03	R	10/01/25	10/03/25		2025 B808/L1	
25-00674	VALERIE HOFER ESQ.	1	VALER005	VALERIE HOFER ESQ.	2023 TAX REFUNDS B613/L2	\$1,515.25	R	10/02/25	10/03/25		2023 B613/L2	
25-00674	VALERIE HOFER ESQ.	2	VALER005	VALERIE HOFER ESQ.	2024 TAX REFUNDS B613/L2	\$1,533.84	R	10/02/25	10/03/25		2024 B613/L2	
25-00674	VALERIE HOFER ESQ.	3	VALER005	VALERIE HOFER ESQ.	2025 TAX REFUNDS B613/L2	\$1,547.12	R	10/02/25	10/03/25		2025 B613/L2	
25-00675	VALERIE HOFER ESQ.	1	VALER005	VALERIE HOFER ESQ.	2023 TAX REFUNDS B1101/L4	\$1,141.00	R	10/02/25	10/03/25		2023 B1101/L4	
25-00675	VALERIE HOFER ESQ.	2	VALER005	VALERIE HOFER ESQ.	2024 TAX REFUNDS B1101/L4	\$1,155.00	R	10/02/25	10/03/25		2024 B1101/L4	
						\$47,585.10						
						\$47,585.10						

G/L Total:

Total Charged Lines: 157 Total List Amount: \$202,336.01 Total Void Amount: \$0.00

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	5-01	\$153,311.62	\$0.00	\$47,585.10	\$200,896.72
	C-04	\$1,439.29	\$0.00	\$0.00	\$1,439.29
Total Of All Funds:		\$154,750.91	\$0.00	\$47,585.10	\$202,336.01

Budget Account	Description	Item	Vendor Id	Vendor Name	Construction Code	Equipment Purch/I	Item Description	Amount	Stat/Chk	Date	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type		
5-01-22-195-204	Account Continued																
25-00099	11	USBAN010	U.S. BANK NATIONAL ASSOCIATION				OCT CONST CODE SCANNER LEASE	\$423.67	P	3964	08/25/25	09/19/25	09/19/25	563924331	B		
5-01-23-220-202	Employee Dental Benefits																
25-00091	11	DELTA005	DELTA DENTAL PLAN OF N.J.				SEPT EMPLOYEE DENTAL INSURANCE	\$6,692.57	P	3956	08/15/25	09/19/25	09/19/25	1189740	B		
5-01-23-220-203	Employee Life Insurance																
25-00098	5	THEGU005	THE GUARDIAN				2025-4 EMPLOYEE LIFE INSURANCE	\$3,225.75	P	3963	05/22/25	09/19/25	09/19/25	GROUP 00 004276	B		
5-01-25-255-203	Fire Professional Services																
25-00618	1	OCEAN010	OCEANFRONT PROPERTIES LLC				2025 FD CONVENTION	\$1,700.00	P	3954	09/03/25	09/16/25	09/16/25	I2009706			
5-01-26-290-204	Streets Roads Equipment Purch & Maint.																
25-00623	4	FOLEY005	FOLEY, INCORPORATED				CATERPILLAR 930 WHEEL LOADER	\$539.40	P	3968	09/30/25	09/30/25	09/30/25	INT0029183			
5-01-26-310-201	Buildings Grounds Office Operations																
25-00205	10	APLPD005	APLPD HOLDCO INC.				SEPT DPW POD STORAGE RENTAL	\$408.00	P	3955	08/25/25	09/19/25	09/19/25	PODS010233513	B		
5-01-27-360-203	Senior Citizens Professional Services																
25-00564	2	PANOR005	PANORAMA TOURS, INC				SR. CITIZEN BUS TRIPS	\$650.00	P	3959	08/04/25	09/19/25	09/19/25	2099/BALANCE			
5-01-31-435-201	Street Lighting																
25-00224	9	PSEG005	P S E & G				AUG BOROUGH STREET LIGHTING	\$13,298.69	P	3960	09/08/25	09/19/25	09/19/25	7216020901	B		
5-01-31-440-201	Telephone																
25-00245	20	VERIZ005	VERIZON				SEPT BOROUGH PHONE SERVICES	\$1,500.36	P	3965	09/05/25	09/19/25	09/19/25	150791116000185	B		
5-01-31-440-202	Cell Phone																
25-00069	9	VERIZ010	VERIZON WIRELESS				AUG POLICE PHONE SERVICE	\$622.52	P	3966	08/12/25	09/19/25	09/19/25	6122738340	B		
								\$46,743.05									Fund Total:
								\$46,743.05									Year Total:

Budget Account		Description		Vendor Name		Item	Vendor Id	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
C-04-24-012-006		2024-12: DPW Roll Off Truck												
25-00623	1	FOLEY, INCORPORATED	FOLEY005					\$227,842.11	P	3710	09/04/25	09/29/25	09/30/25	INV0656875
		Fund Total:						\$227,842.11						
		Year Total:						\$227,842.11						
G-15- -500-002		Clean Communities Grant												
25-00623	3	FOLEY, INCORPORATED	FOLEY005					\$20,300.00	P	3968	09/04/25	09/29/25	09/30/25	ACCT C1000623
G-15- -500-003		Recycling Tonnage Grant												
25-00623	2	FOLEY, INCORPORATED	FOLEY005					\$20,300.00	P	3968	09/04/25	09/29/25	09/30/25	ACCT C1000623
		Fund Total:						\$40,600.00						
		Year Total:						\$40,600.00						
T-12- -500-000		ANIMAL LICENSE TRUST ACCOUNT												
25-00064	10	NJ DEPT OF HEALTH & SENIOR SVC	NJDEP020					\$6.00	P	1405	08/04/25	09/23/25	09/23/25	AUGUST 2025
		Fund Total:						\$6.00						
T-24- -500-000		AFFORDABLE HOUSING TRUST ACCOUNT												
25-00057	2	HARBOR CONSULTANTS, INC	HARBO005					\$1,021.25	P	1001	04/23/25	09/04/25	09/22/25	06623
25-00057	3	HARBOR CONSULTANTS, INC	HARBO005					\$41.25	P	1001	09/04/25	09/04/25	09/22/25	06728
25-00057	4	HARBOR CONSULTANTS, INC	HARBO005					\$783.75	P	1001	09/04/25	09/04/25	09/22/25	07093
25-00057	5	HARBOR CONSULTANTS, INC	HARBO005					\$3,045.00	P	1001	09/04/25	09/04/25	09/22/25	06737
25-00057	6	HARBOR CONSULTANTS, INC	HARBO005					\$1,758.75	P	1001	09/04/25	09/04/25	09/22/25	07506
25-00057	7	HARBOR CONSULTANTS, INC	HARBO005					\$6,005.00	P	1001	09/04/25	09/04/25	09/22/25	06628
25-00057	8	HARBOR CONSULTANTS, INC	HARBO005					\$7,426.25	P	1001	09/04/25	09/04/25	09/22/25	06738
25-00057	9	HARBOR CONSULTANTS, INC	HARBO005					\$4,611.25	P	1001	09/04/25	09/04/25	09/22/25	06874
25-00057	10	HARBOR CONSULTANTS, INC	HARBO005					\$3,308.75	P	1001	09/04/25	09/04/25	09/22/25	07101
25-00057	11	HARBOR CONSULTANTS, INC	HARBO005					\$1,506.25	P	1001	09/04/25	09/04/25	09/22/25	07264
25-00057	12	HARBOR CONSULTANTS, INC	HARBO005					\$13,406.51	P	1001	09/04/25	09/04/25	09/22/25	07310
25-00057	13	HARBOR CONSULTANTS, INC	HARBO005					\$1,072.84	P	1001	09/04/25	09/04/25	09/22/25	07508
		Fund Total:						\$43,986.85						

Budget Account	Description	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
T-24-500-000	AFFORDABLE HOUSING TRUST AC				Account Continued							

Fund Total: \$43,986.85

Year Total: \$43,992.85

Total Charged Lines: 37 Total List Amount: \$359,178.01 Total Void Amount: \$0.00

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	5-01	\$46,743.05	\$0.00	\$0.00	\$46,743.05
	C-04	\$227,842.11	\$0.00	\$0.00	\$227,842.11
	G-15	\$40,600.00	\$0.00	\$0.00	\$40,600.00
	T-12	\$6.00	\$0.00	\$0.00	\$6.00
	T-24	\$43,986.85	\$0.00	\$0.00	\$43,986.85
	Year Total:	\$43,992.85	\$0.00	\$0.00	\$43,992.85
	Total Of All Funds:	\$359,178.01	\$0.00	\$0.00	\$359,178.01

Bills List**BOROUGH OF ENGLEWOOD CLIFFS**

09/30/25 12:55:57 PM

EC BILLS LIST 10-8-2025 (ESCROW ITEMS)**ESCROW**

<u>Check Date</u>	<u>Check #</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Bank: ESCROW				
10/08/25	21162	11 SAMFORD, LLC	TREE BOND REFUND	8,608.63
10/08/25	21163	CHEN, DANIEL	TREE BOND REFUND	9,790.00
10/08/25	21164	CHEN, DANIEL	ENGINEERING ESCROW REFUND	202.50
10/08/25	21165	COLLIERS ENGINEERING &	INV #1080173	1,087.50
10/08/25	21166	COLLIERS ENGINEERING &	INV #1090780	97.50
10/08/25	21167	COLLIERS ENGINEERING &	INV #1090778	461.25
10/08/25	21182	COLLIERS ENGINEERING &	INV #1080180 & 1090779	925.00
10/08/25	21168	GILMORE & ASSOCAITES, INC.	INV #2506053-16 & 2508624	11,805.00
10/08/25	21169	GILMORE & ASSOCAITES, INC.	INV #2508625	210.00
10/08/25	21170	GILMORE & ASSOCAITES, INC.	INV #2506053-15	250.00
10/08/25	21171	GILMORE & ASSOCAITES, INC.	INV #2506053-12	1,000.00
10/08/25	21172	GILMORE & ASSOCAITES, INC.	INV #2506053-5	280.00
10/08/25	21173	GILMORE & ASSOCAITES, INC.	INV #2508627	160.00
10/08/25	21174	GILMORE & ASSOCAITES, INC.	INV #2506053-11 & 2508620	520.00
10/08/25	21175	GILMORE & ASSOCAITES, INC.	INV #2508619	40.00
10/08/25	21176	GILMORE & ASSOCAITES, INC.	INV #2506053-14 & 2508623	1,332.50
10/08/25	21177	GILMORE & ASSOCAITES, INC.	INV #2506053-13 & 2508621	1,137.50
10/08/25	21178	GILMORE & ASSOCAITES, INC.	INV #2506053-1 & 2508622	1,305.00
10/08/25	21179	GILMORE & ASSOCAITES, INC.	INV #2508618 & 2506053-9	2,327.50
10/08/25	21180	GILMORE & ASSOCAITES, INC.	INV #2508626	160.00
10/08/25	21181	GILMORE & ASSOCAITES, INC.	INV #2506053-3 & 2508614	1,052.00
10/08/25	21160	HABOUSH, RONALD	POOL BOND REFUND	10,000.00
10/08/25	21161	KYE, GI JOON	TREE BOND REFUND	1,000.00
Bank Total: ESCROW				53,751.88

Bills List

09/30/25 12:55:57 PM

EC BILLS LIST 10-8-2025 (ESCROW ITEMS)

Total Bill List:

53,751.88

BOROUGH OF ENGLEWOOD CLIFFS

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

**RESOLUTION
RESOLUTION NO. 25-204**

**TITLE: RESOLUTION TO AUTHORIZE THE ADVERTISEMENT OF
RFP FOR 2026 PROFESSIONALS**

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a) contracts for the provision of professional services are not subject to the bidding requirements of the Local Public Contracts Law, however, they are subject to the requirements of the New Jersey Local Unit Pay to Play Law, N.J.S.A. 19:44A-20.1 et seq., for contracts in excess of \$17,500.00; and

WHEREAS, the Borough of Englewood Cliffs has a need to advertise for Professional Services for the calendar year 2026; and

THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Englewood Cliffs does hereby authorize the Qualified Purchasing Agent and the Municipal Clerk to advertise the “Requests for Proposal” for Professional Services for 2026.

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 8th day of October 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
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. 25-205**

TITLE: RESOLUTION AUTHORIZING THE BOROUGH OF ENGLEWOOD CLIFFS TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BERGEN FOR THE SHARING OF COUNTY-OWNED EMERGENCY AND NON-EMERGENCY EQUIPMENT

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes municipalities and counties to enter into agreements for the joint provision of services and sharing of equipment to promote efficiency and reduce costs; and

WHEREAS, the County of Bergen owns certain emergency and non-emergency vehicles and equipment that may, at the County's discretion, be made available to municipalities for use; and

WHEREAS, the County of Bergen and the Borough of Englewood Cliffs desire to enter into a Shared Services Agreement governing the terms under which the Borough may request and borrow such equipment for short-term use; and

WHEREAS, the Mayor and Council of the Borough of Englewood Cliffs find it to be in the best interest of the Borough and its residents to authorize execution of a Shared Services Agreement.

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 Borough Administrator are hereby authorized to execute a Shared Services Agreement with the County of Bergen for the sharing of County-owned emergency and non-emergency equipment as may be determined to be in the best interest of the Borough.
2. A certified copy of this Resolution, together with the executed Agreement, shall be forwarded to the County of Bergen, Division of Shared Services, for its records.
3. This Resolution shall take effect immediately.

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 8th day of October 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
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 SHARING OF COUNTY-OWNED
EMERGENCY AND NON-EMERGENCY EQUIPMENT**

BERGEN COUNTY OFFICE OF EMERGENCY MANAGEMENT

**BERGEN COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SHARED SERVICES**

Approved by Bergen County Resolution No. _____, dated _____ 202_
Approved by Borough of Englewood Cliffs Resolution No. _____ dated _____, 202_

DATE: _____, 202#

PREPARED BY:

**BERGEN COUNTY COUNSEL
ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601-7076
(201) 336-6950**

SHARED SERVICES AGREEMENT

**SHARING OF COUNTY-OWNED
EMERGENCY AND NON-EMERGENCY EQUIPMENT**

THIS AGREEMENT ("Agreement") is made by and between:

COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices located at One Bergen County Plaza, Fifth Floor, Hackensack, New Jersey 07601-7076, hereinafter referred to as "COUNTY" and

BOROUGH OF ENGLEWOOD CLIFFS, (hereinafter the "LOCAL UNIT"), a body politic and corporate of the State of New Jersey, with administrative offices located at 482 Hudson Terrace, Englewood Cliffs, NJ 07632; hereinafter referred to as "LOCAL UNIT."

WITNESSETH:

WHEREAS, COUNTY owns certain vehicles and equipment (the "Equipment") that it can make available to LOCAL UNIT, subject to the operational needs of COUNTY; and

WHEREAS, some of the Equipment was acquired by COUNTY's Office of Emergency Management, pursuant to State and Federal grants, for the express purpose of making same available to local units within Bergen County, and is controlled by COUNTY's Office of Emergency Management ("OEM"); and

WHEREAS, other Equipment is controlled by other COUNTY departments, including Public Works and Parks; and

WHEREAS, due to emergencies, mechanical breakdowns, or budgetary restrictions, the need arises occasionally for which LOCAL UNIT does not possess the required equipment; and

WHEREAS, COUNTY and LOCAL UNIT recognize the need to enter into this written Agreement between COUNTY and LOCAL UNIT in advance of the actual need, to govern the terms under which COUNTY will make its Equipment available for use by LOCAL UNIT; and

WHEREAS, COUNTY and LOCAL UNIT have determined that by entering into this Shared Services Agreement governing the terms for sharing of COUNTY owned Equipment, the Parties will be able to facilitate the prompt availability of such Equipment, at such time as LOCAL UNIT has need of it; and

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

WHEREAS, COUNTY has authorized this Agreement by adoption of Resolution No. on Month Date, 202#.

WHEREAS, LOCAL UNIT has authorized this Agreement by adoption **of Resolution**

No. _____, dated _____, 202_.

NOW THEREFORE BE IT AGREED, as follows:

I. SCOPE OF SERVICES.

- A. This Agreement is intended to cover the sharing of Equipment controlled by various departments and divisions of COUNTY.
- B. The purpose of this Agreement is to provide the basic terms under which LOCAL UNIT may borrow Equipment from COUNTY for short-term use should COUNTY, in its sole discretion, determine that such Equipment is available for use by LOCAL UNIT. By entry into this Agreement, COUNTY does not commit to loan any particular piece of Equipment to LOCAL UNIT.
- C. It is clearly understood by all the Parties concerned that the Equipment must be available to COUNTY for COUNTY projects, whenever needed, and that COUNTY is entering into similar agreements with other local units in Bergen County. Consequently, any particular piece of Equipment will only be available whenever not in use, or scheduled to be used, for a COUNTY project or by another local unit, and even then, Equipment will only be made available in the sole discretion of COUNTY.
- D. COUNTY anticipates entering into like agreements with all of the local units in Bergen County. Therefore, LOCAL UNIT agrees to notify COUNTY as far in advance of LOCAL UNIT's need for Equipment as possible, to permit COUNTY's ability to determine if COUNTY has available Equipment to loan and, if so, to coordinate among possible requests from various local units.
- E. While COUNTY will make every effort to make Equipment available to any local unit seeking to borrow such Equipment, where doing so does not compromise COUNTY's operations, COUNTY shall not be deemed in breach of this Agreement and shall have no liability to LOCAL UNIT in the event COUNTY denies LOCAL UNIT's request to borrow any particular piece of Equipment.
- F. This Agreement shall not apply to any equipment for which COUNTY requires execution of a separate agreement, or payment of a fee to borrow or use. Nor shall anything in this Agreement preclude COUNTY from requiring execution of a separate agreement or payment of a fee to borrow or use any Equipment.

II. TERM AND TERMINATION.

- A. The term of this Agreement shall commence upon adoption of authorizing resolution **by COUNTY and LOCAL UNIT, and execution by authorized officials of both entities, and shall continue for a period of one year.**

- B. This Agreement shall automatically renew for successive one-year terms unless either Party notifies the other in writing of intent to terminate.
- C. This Agreement may be terminated by either Party upon thirty (30) days' written notice, for any reason, including administrative convenience.
- D. Termination of this Agreement does not relieve LOCAL UNIT from any responsibility for defense or indemnification of any claims against COUNTY or from LOCAL UNIT's obligations for maintenance or repair of Equipment occasioned by LOCAL UNIT's use thereof.
- E. COUNTY shall have no liability to LOCAL UNIT for any losses or additional costs that may be incurred by LOCAL UNIT as a result of COUNTY's termination of this Agreement.

III. COMPENSATION.

- A. The Equipment loaned under this Agreement shall be loaned by COUNTY to LOCAL UNIT free of charge. In the event any reimbursement is available from State or Federal sources (e.g., FEMA reimbursement) for use of such Equipment, LOCAL UNIT agrees and acknowledges that COUNTY is entitled to such reimbursement.
- B. In the event any payment is due from LOCAL UNIT to COUNTY (e.g., for damage to the Equipment resulting from LOCAL UNIT's use), LOCAL UNIT agrees to pay COUNTY within 45 days after submission of the invoice by COUNTY to LOCAL UNIT.

IV. DESIGNATED CONTACT PERSONS.

- A. For purposes of Equipment controlled by COUNTY's Office of Emergency Management, COUNTY's Contact Person shall be the Director of the Bergen County Division of Emergency Management, the Bergen County Emergency Management Coordinator, or the designees of either.
- B. For purposes of Equipment not controlled by COUNTY's Office of Emergency Management, COUNTY's designated Contact Person shall be the Director of the Division of Shared Services, within the Department of Public Works.
- C. LOCAL UNIT shall designate one or more Contact Persons and shall advise COUNTY accordingly.

V. RESPONSIBILITIES OF THE PARTIES.

- A. When and if LOCAL UNIT wishes to borrow Equipment from COUNTY, LOCAL UNIT's Contact Person shall submit to the appropriate COUNTY Contact Person a written request to borrow the Equipment. The request shall include:
 - 1. The piece of Equipment requested;
 - 2. The reason for the request, and the use to which the Equipment will be put;
 - 3. The approximate dates or duration for which LOCAL UNIT wishes to borrow the Equipment;

4. Any other information LOCAL UNIT wishes to include with its request; and
 5. Any other information required by COUNTY, in its discretion, to evaluate LOCAL UNIT's request.
- B. Requests for Equipment controlled by COUNTY's Office of Emergency Management shall, unless otherwise permitted by COUNTY, be submitted through the online system utilized by COUNTY's Office of Emergency Management, called "WEBEOC," or such other system that COUNTY's Office of Emergency Management may choose to use in the future.
- C. Requests for Equipment not controlled by COUNTY's Office of Emergency Management may be submitted to the Director of the Division of Shared Services, within the Department of Public Works, who shall coordinate with the directors of the various COUNTY departments and Administration to determine whether the requested Equipment is available for loan.
- D. COUNTY anticipates entering into this agreement with several municipalities. Therefore, LOCAL UNIT agrees to notify COUNTY as far in advance of LOCAL UNIT's need for the Equipment, to permit COUNTY to schedule use among the local units seeking to borrow the Equipment.
- E. COUNTY, upon review of the written request, shall:
1. Notify LOCAL UNIT's Contact Person of the Equipment's availability, and coordinate a time for LOCAL UNIT to take custody of such Equipment; or
 2. Notify LOCAL UNIT's Contact Person that the requested Equipment cannot be loaned; or
 3. If the Equipment can be loaned but is unavailable for the date(s) requested by LOCAL UNIT, COUNTY will notify LOCAL UNIT accordingly, and attempt to coordinate an alternate date or set of dates for LOCAL UNIT to borrow the Equipment.
- F. LOCAL UNIT shall be responsible in most instances for retrieving the Equipment from COUNTY's storage location, which will vary depending upon the piece of Equipment.
- G. The representative of LOCAL UNIT taking custody of the Equipment shall sign a statement prior to removing the Equipment from COUNTY's property, indicating and agreeing to the following:
1. Identifying the Equipment, including the make, model, vehicle identification number, serial number, or other Equipment-specific identification;
 2. The date on which LOCAL UNIT will take custody of the Equipment;
 3. The date by which the Equipment will be returned;
 4. That LOCAL UNIT has inspected the Equipment and independently determined that the Equipment is acceptable for LOCAL UNIT's purposes; and
 5. Any operational requirements specific to the Equipment, of which LOCAL UNIT should not reasonably be aware.

- H. LOCAL UNIT shall return the Equipment no later than the date set forth in the foregoing statement, unless LOCAL UNIT requests to keep the Equipment for a longer period, and COUNTY consents.
- I. LOCAL UNIT shall take custody of, and return, the Equipment to COUNTY at the storage location designated by COUNTY. COUNTY shall not be required to deliver the Equipment to, or retrieve the Equipment from, another location.
- J. Prior to taking custody of the Equipment, LOCAL UNIT shall provide COUNTY with one or more certificates of insurance meeting the requirements of Section VIII, “INSURANCE,” below.
- K. LOCAL UNIT agrees that persons assigned to operate the Equipment (“Operators”) will possess all required licenses for operating the Equipment and will have fulfilled all training requirements for such operation, prior to their operating said Equipment.
- L. LOCAL UNIT agrees to utilize the Equipment in full and complete compliance with all Federal, State, and local laws, standards, and requirements, as well as any requirements imposed by COUNTY. In the event COUNTY determines that LOCAL UNIT has failed to utilize the Equipment in conformance with all Federal, State, and local laws, standards, and requirements, or any requirements imposed by COUNTY, LOCAL UNIT shall immediately return Equipment to COUNTY in the manner directed by COUNTY.
- M. Where the Equipment requires fuel (e.g., vehicles, generators, etc.), LOCAL UNIT shall be responsible for all fuel utilized while borrowing such Equipment and shall return the Equipment with a full fuel tank.
- N. LOCAL UNIT shall be responsible for inspecting the Equipment before taking custody, and before each operation of the Equipment, to ensure the Equipment is in operational condition.
- O. LOCAL UNIT shall maintain written records regarding receipt, possession, inspection, and use of the Equipment, and provide same to COUNTY upon return of the Equipment.
- P. LOCAL UNIT shall be responsible for the cost of repairing any damage to the Equipment occurring while the Equipment is in LOCAL UNIT’s custody. In the event that the Equipment is damaged during LOCAL UNIT’s possession of same, COUNTY will provide an itemized bill to LOCAL UNIT and LOCAL UNIT will pay same within forty-five (45) days of presentment of the itemized bill.
- Q. Depending upon the length of time LOCAL UNIT will be borrowing the Equipment, COUNTY may determine that LOCAL UNIT will be responsible for the cost of regular scheduled maintenance. COUNTY shall advise LOCAL UNIT of any regular scheduled maintenance due during the period LOCAL UNIT is expected to have custody of the Equipment, and whether LOCAL UNIT shall be responsible for the cost of such regular scheduled maintenance. LOCAL UNIT shall return the Equipment to COUNTY for regular scheduled maintenance in accordance with the manufacturer’s recommended maintenance schedule.

- R. All maintenance and repair of Equipment, including regular scheduled maintenance, shall be conducted by COUNTY at COUNTY's vehicle maintenance facility, currently located at the Bergen County Annex in Paramus, or by such other service provider as COUNTY may determine. If LOCAL UNIT is responsible for the cost of any maintenance or repair, same shall be charged at COUNTY's then current rates charged under COUNTY's vehicle maintenance Shared Services Agreements, or COUNTY's actual cost where repair or maintenance must be performed by an outside vendor. LOCAL UNIT shall return the Equipment to COUNTY in the same condition as when LOCAL UNIT borrowed it, normal wear and tear excepted.
- S. Notwithstanding any other provision of this Agreement, LOCAL UNIT will return the Equipment to COUNTY upon COUNTY's request within twenty-four (24) hours, under normal operations. If an emergent circumstance should occur while the Equipment is in the custody of LOCAL UNIT, the emergent circumstance shall take precedence, and LOCAL UNIT shall mobilize the Equipment at the direction of COUNTY's Office of Emergency Management.

VI. OTHER AGREEMENTS.

COUNTY and LOCAL UNIT reserve the right to enter into any other agreement with other public or private entities for the performance of any service or services which may be included within the scope of those provided in this Agreement. Nothing in this Agreement shall prohibit COUNTY from entering into agreements to purchase, maintain, borrow, loan, sell, or otherwise dispose of the Equipment to other public or private entities.

VII. RISK OF LOSS AND INDEMNIFICATION.

LOCAL UNIT acknowledges and agrees that COUNTY has made no representation regarding the condition of the Equipment, and the Equipment is being loaned strictly in "as is" and "where is" condition, with no warranties, either expressed or implied. LOCAL UNIT hereby assumes all risk of damage, injury, liability, or loss, including but not limited to damage to any property whatsoever, and injury to, or death of, any person whomsoever, occurring by reason of, or in connection with, or as a result of, LOCAL UNIT's use of the Equipment, including any loss occasioned by failure of the Equipment to perform as intended.

LOCAL UNIT agrees to defend, indemnify, and hold harmless COUNTY, including its officers, employees, volunteers, and agents ("County Indemnified Parties"), from any and all liability and claims for damages, or injury to persons or property, including death, caused by, or resulting from, or arising out of this Agreement or any of the obligations assumed by COUNTY or LOCAL UNIT hereunder. Specifically included in this obligation is LOCAL UNIT's agreement to defend, indemnify, and hold harmless County Indemnified Parties from any and all claims asserting failure on the part of COUNTY to properly maintain the Equipment, including but not limited to any claim alleging liability based upon any known or unknown defective, malfunctioning, or nonfunctioning part of the Equipment.

LOCAL UNIT, upon notice from COUNTY, shall resist and defend, at the expense of LOCAL UNIT, such action or proceeding with counsel satisfactory to COUNTY. In addition, COUNTY may engage separate counsel to appear on its behalf in such action or proceeding

without waiving its rights or LOCAL UNIT's obligation to defend, indemnify, and hold harmless COUNTY, including its officers, employees, and agents, under this paragraph.

LOCAL UNIT shall be solely responsible for any and all theft and/or damage which shall be occasioned by LOCAL UNIT's use, or occur while the Equipment is being utilized or in the custody of LOCAL UNIT, and all such costs shall be borne solely by LOCAL UNIT.

VIII. INSURANCE.

During the term of this Agreement, LOCAL UNIT shall maintain Workers' Compensation Insurance with statutory limits and a minimum of \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability limits, and automobile liability insurance with a minimum liability limit of \$1,000,000.00 Combined Single Limit in full force and effect, covering all employees in the Equipment used in this performance hereunder. In addition, LOCAL UNIT shall maintain general liability insurance at limits not less than one million (\$1,000,000.00) dollars covering any claims arising out of the use of the Equipment other than those claims covered by the aforementioned automobile liability insurance. LOCAL UNIT shall not take any action to cancel or materially change any of the insurance requirements under this Agreement without COUNTY's prior written approval of such cancellation or change. COUNTY shall be listed as Additional Insured on all policies of insurance. LOCAL UNIT shall provide COUNTY with certificates of insurance that must provide for thirty (30) days' notice of cancellation in the event that LOCAL UNIT's policy is cancelled for any reason. LOCAL UNIT expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit LOCAL UNIT's obligations assumed in this Agreement and shall not be construed to relieve LOCAL UNIT from liability in excess of such coverage.

It is understood that, while "The County of Bergen" is the titled owner to the Equipment, LOCAL UNIT, being responsible for the operation of the Equipment, will be solely responsible for the provision of motor vehicle liability insurance coverage for the Equipment during such time as LOCAL UNIT has custody of the Equipment, with said insurance providing defense and indemnification to the County Indemnified Parties, as Additional Insureds.

IX. DISPUTE RESOLUTION.

- A. As provided in N.J.S.A. 40A:65-1, et seq., in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount requested by COUNTY in accordance with this Agreement shall be paid. If, through subsequent negotiation, litigation, or settlement, the amount due is determined, agreed to, or adjudicated to, be less than was actually paid, COUNTY shall promptly repay the excess.
- B. In the event a dispute shall arise concerning the terms and conditions of this Agreement, the Parties hereto agree to first meet informally. If informal discussion cannot resolve the dispute, the Parties agree to pursue mediation prior to commencing court action. Nothing set forth herein shall be construed as relieving LOCAL UNIT of returning the Equipment to COUNTY immediately upon demand, regardless of the status of any dispute resolution process.

X. NO WAIVER.

The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

XI. NOTICES.

All notices, demands, consents, approvals, or requests, required or permitted to be given to or served upon COUNTY, shall be in writing. Any such notice, demand, consent, approval, request, instrument, or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows:

If to the LOCAL UNIT: **BOROUGH OF ENGLEWOOD CLIFFS**
482 Hudson Terrace
Englewood Cliffs, NJ 07632
ATTENTION: ADMINISTRATOR

With a copy to:

BOROUGH OF ENGLEWOOD CLIFFS
482 Hudson Terrace
Englewood Cliffs, NJ 07632
ATTENTION: CLERK

If to COUNTY: Director
Bergen County Department of Public Works
One Bergen County Plaza
Hackensack, NJ 07601

OR

Director, Division of Emergency Management
Bergen County Office of Emergency Management
Bergen County Public Safety Operations Center
285 Campgaw Road
Mahwah, NJ 07430

With a copy to: County Counsel
County of Bergen
One Bergen County Plaza – Room 580
Hackensack, NJ 07601

XIV. MISCELLANEOUS.

- A. 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 any and all resolutions executed may be assumed by the Parties in receipt thereof.
- B. Modification. This Agreement may only be modified in writing, duly authorized and signed by COUNTY and LOCAL UNIT. All notices, statements, or other documents required by this Agreement shall be electronically or hand delivered, or mailed to COUNTY Contact or LOCAL UNIT Contact.
- C. 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.
- D. No Assignment. This Agreement may not be assigned by either Party without the written consent of the other. Under no circumstances shall LOCAL UNIT grant custody of the Equipment to any third-party without the express written consent of COUNTY.
- E. No Third-Party Beneficiaries. This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership, or other entity shall be deemed a third-party or other beneficiary of this Agreement.
- F. 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.
- G. Governing Law. 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, canons requiring construction against the drafting Party.

- H. 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 respects 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. 12A:12-1, 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 COUNTY.
- I. State Filing Requirement. Upon execution and delivery of the Agreement by all Parties, COUNTY will forward a copy of the Agreement to the Division of Local Government Services within the Department of Community affairs, pursuant to N.J.S.A. 40A:65-4(b).
- J. Entire Agreement. This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the Parties hereto.
- K. Severability. If any clause, sentence, paragraph, section, or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.
- L. Title and Headings. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- M. Recitals. The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.
- N. Effective Date. This Agreement shall become effective upon passage of authorizing Resolutions by LOCAL UNIT and COUNTY as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., and execution thereof by both the County Executive and the Authorized official of LOCAL UNIT.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Shared Services Agreement for THE SHARING OF COUNTY-OWNED EMERGENCY AND NON-EMERGENCY EQUIPMENT (“Agreement”), and agree to be bound to the terms thereof, as of the Effective Date.

ATTEST:

COUNTY OF BERGEN

By: _____

James J. Tedesco, III, County Executive or
Thomas J. Duch, Esq., County Counsel/
County Administrator

Dated: _____

ATTEST:

BOROUGH OF ENGLEWOOD CLIFFS

By: _____

Dated: _____

Printed: _____

Title: _____

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

**RESOLUTION
RESOLUTION NO. 25-206**

TITLE: RESOLUTION AUTHORIZING THE BOROUGH TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BERGEN FOR THE PROVISION BY THE COUNTY OF BERGEN FOR VEHICLE MAINTENANCE AND REPAIR SERVICES ON AN AS-NEEDED BASIS

WHEREAS the Borough of Englewood Cliffs has a need for maintenance and repair services for its vehicles; and

WHEREAS the County of Bergen has the personnel and equipment necessary to provide vehicle maintenance and repair services for the Borough; and

WHEREAS the Borough wishes to enter into an Agreement with the County, whereby the County would provide to the Borough vehicle maintenance and repair services on an as-needed basis to supplement services provided by the Borough's personnel or vendor(s); and; and

WHEREAS, the Uniform Shared Services and Consolidation Act allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local participating in such agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-4.

NOW THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of Englewood Cliffs, that the Borough Administrator is hereby authorized to enter into an agreement with the County of Bergen for these shared services for a period of one year upon terms that the Borough Administrator deems beneficial to the Borough.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s) was adopted at a Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held this 8th day of October 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
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 BY THE COUNTY OF BERGEN OF
VEHICLE MAINTENANCE AND REPAIR SERVICES
ON AN AS-NEEDED BASIS**

**BERGEN COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF MECHANICAL SERVICES**

Approved by Bergen County Resolution No. _____

Approved by Borough of Englewood Cliffs Resolution No. _____

DATE: MONTH DATE, 202_

PREPARED BY:

**BERGEN COUNTY COUNSEL
ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601-7076
(201) 336-6950**

SHARED SERVICES AGREEMENT

AS-NEEDED VEHICLE MAINTENANCE

THIS AGREEMENT made this ##th day of MONTH, 202_, by and between:

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, Hackensack, New Jersey 07601-7076, (hereinafter referred to as "COUNTY"); and

BOROUGH OF ENGLEWOOD CLIFFS, (hereinafter the "LOCAL UNIT"), a body politic and corporate of the State of New Jersey, with administrative offices located at 482 Hudson Terrace, Englewood Cliffs, NJ 07632 (hereinafter the "LOCAL UNIT");

WITNESSETH:

WHEREAS, LOCAL UNIT has need of maintenance and repair services for its vehicles; and

WHEREAS, COUNTY has the personnel and equipment necessary to provide vehicle maintenance and repair services for LOCAL UNIT; and

WHEREAS, LOCAL UNIT wishes to enter into this Agreement with COUNTY, whereby COUNTY would provide to LOCAL UNIT vehicle maintenance and repair services on an as-needed basis to supplement services provided by LOCAL UNIT's personnel or vendor(s); and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. promotes the broad use of shared services as a technique to reduce local expenses funded by property taxpayers; and

WHEREAS, the Uniform Shared Services and Consolidation Act allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local participating in such agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-4; and

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

NOW, THEREFORE, BE IT AGREED, in consideration of the promises, covenants, terms, and conditions hereinafter set forth, COUNTY and LOCAL UNIT agree to perform in accordance with those provisions, terms, and conditions as follows:

I. DEFINITIONS.

As used in this Agreement, unless the context indicates otherwise, the following terms shall have the following meanings and are to be interpreted consistent with the context of this Agreement, in which each term is used.

- A. "Category I Vehicle" means a vehicle with a gross vehicle weight (GVW) up to 6,000 pounds.
- B. "Category II" Vehicle" means a vehicle with a GVW between 6,000 pounds and 26,000 pounds.
- C. "Category III Vehicle" means a vehicle with a GVW in excess of 26,000 pounds.
- D. "Effective Date" means the date identified in this Agreement reflecting the date on which the last Party to this Agreement executed same, following the adoption of resolutions by COUNTY and LOCAL UNIT authorizing entry into this Agreement.
- E. "Law" means any statute, regulation, executive order, procurement policy, or rule of any department, subdivision, board, commission, agency, or instrumentality of the State of New Jersey.
- F. "Shared Services Agreement" means this Agreement and document(s) executed herein by and between COUNTY and LOCAL UNIT as provided for under N.J.S.A. 40A:65-1, et seq.

II. TERM.

- A. The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, unless terminated sooner by the process provided for in this Agreement.
- B. This Agreement shall renew annually for successive one-year terms, unless terminated sooner by the process provided for in this Agreement.

III. PROJECT DESCRIPTION.

COUNTY, through its Division of Mechanical Services, may provide repair and maintenance services for vehicles owned by LOCAL UNIT on an as-needed basis. LOCAL UNIT does not, by entry into this Agreement, commit to any minimum number of repairs by COUNTY.

IV. RESPONSIBILITIES.

A. COUNTY Responsibilities.

1. COUNTY may provide labor, parts, personnel, and equipment necessary to provide the services requested by LOCAL UNIT, pursuant to the terms of this Agreement.
2. COUNTY shall perform all services provided in compliance with all statutes, rules, and directives governing the provision thereof.
3. COUNTY shall ensure that all personnel providing services under this Agreement possess all required licenses, certifications, and training required to provide such services.
4. All performance by COUNTY shall be limited to COUNTY's appropriation for same, and COUNTY's budgetary determinations and restrictions.
5. All performance by COUNTY shall be limited to the availability of COUNTY's equipment and personnel. COUNTY shall use its best efforts to accommodate any request for service by LOCAL UNIT during the term of this Agreement, but COUNTY shall not be in breach of this Agreement if, for any reason, COUNTY is unable to accommodate a request by LOCAL UNIT for services under this Agreement.
6. While it may if it so chooses, COUNTY shall have no obligation to hire or otherwise retain additional personnel to perform services under this Agreement. COUNTY shall have no obligation to procure additional equipment to perform under this Agreement.

B. LOCAL UNIT Responsibilities.

1. LOCAL UNIT shall provide COUNTY with an inventory of vehicles owned by LOCAL UNIT which are intended to be repaired or maintained pursuant to this Agreement. LOCAL UNIT shall update this inventory whenever any vehicle is added or deleted.
2. LOCAL UNIT shall be responsible for transporting its vehicles to COUNTY's repair facility, located at 500 Jerome Avenue, Paramus, New Jersey, and retrieving same upon completion of the repair or maintenance work (mailing address is 220 East Ridgewood Avenue). In special circumstances, if COUNTY is requested to transport a particular vehicle, and if COUNTY agrees to same, the charges set forth below shall apply.
3. LOCAL UNIT shall provide COUNTY with notice of needed repairs or maintenance as far in advance as possible to permit efficient scheduling of services.
4. LOCAL UNIT shall designate an authorized representative who will be empowered to request services from COUNTY under this Agreement, to review estimates provided by COUNTY, and to authorize COUNTY to proceed with each repair.

V. SERVICES AND COMPENSATION.

A. Upon LOCAL UNIT request and COUNTY determination of availability, COUNTY will provide the following services at the corresponding rates below:

1. Vehicle Inspection, Diagnosis, Maintenance and Repair: \$80 per hour
2. Transportation of vehicle to/from COUNTY's repair facility (utilizing COUNTY personnel and equipment):
 - i. Under vehicle's own power: \$75 per hour (\$75 minimum)
 - ii. Tow (Category I Vehicle): \$150 flat fee
 - iii. Tow (Category II Vehicle): \$175 flat fee
 - iv. Tow (Category III Vehicle): \$325 flat fee
3. If towing requested by LOCAL UNIT requires COUNTY to utilize a private towing company, LOCAL UNIT shall be responsible for the fees charged by the private towing company.

B. The time required to complete a particular service will be based upon the estimated repair time determined by the COUNTY's "Shopkey" Repair Information System (Shopkey) produced by Snap-On, Inc.

C. COUNTY will provide LOCAL UNIT with a written estimate of the cost to perform a particular service based upon the estimated repair time and parts needed, as determined by the Shopkey system. LOCAL UNIT's authorized representative shall give its approval in writing before COUNTY may proceed with such service. Facsimile or electronic mail shall constitute acceptable written authorization to proceed.

D. Parts will be charged to LOCAL UNIT at COUNTY's cost, plus an administrative fee of fifteen percent (15%), which shall be applied to the total cost for parts. This fee will defray costs relating to overhead, billing, hardware, software licenses, procurement, handling, stocking, and similar costs incurred by COUNTY in providing services set forth herein.

E. Where additional labor or parts are required due to unforeseen circumstances, LOCAL UNIT agrees to pay for such additional labor or parts at the rates and/or prices set forth herein. COUNTY will notify LOCAL UNIT as soon as COUNTY learns that additional labor or parts will be required, and will, where practicable, give LOCAL UNIT the choice of whether or not to authorize such additional labor or parts.

- F. In the event that COUNTY is unable to perform the required repair or maintenance, COUNTY will notify LOCAL UNIT and provide LOCAL UNIT with the option to take back the vehicle and have it serviced elsewhere at LOCAL UNIT's expense. If LOCAL UNIT requests, COUNTY will endeavor to have the work performed by an outside vendor. In such circumstance, COUNTY shall charge LOCAL UNIT, and LOCAL UNIT shall pay the actual cost borne by the COUNTY plus an administrative fee of fifteen percent (15%). LOCAL UNIT shall be responsible for any vehicle transportation costs at the rate(s) set forth for transportation by COUNTY of LOCAL UNIT's vehicle to the vendor's garage.
- G. COUNTY shall bill LOCAL UNIT monthly for all services provided. LOCAL UNIT shall tender payment to COUNTY within sixty (60) days of receipt of invoice.
- H. **The proposed fee schedule included in the within Shared Service Agreement is subject to change. Pursuant to the provisions of N.J.S.A. 40A:65-7(a)(3), the payments required to be made by the LOCAL UNIT to the County pursuant to the within Shared Service Agreement may be modified by the County in light of the actual cost experiences of the County. In the event the County intends to modify the required payments, it will be required to notify the LOCAL UNIT no later than 90 Days. Upon receipt of a notice of modified payment amounts, LOCAL UNIT shall have the option to accept the modified payment amount or terminate the within Shared Service Agreement upon notice to the County.**

VI. PREVENTATIVE MAINTENANCE PROGRAM (OPTIONAL).

COUNTY shall offer an optional preventative maintenance program as set forth herein:

- A. COUNTY shall, if requested by LOCAL UNIT, perform regular preventive maintenance on LOCAL UNIT's vehicles. Said service shall be in accordance with manufacturer's service recommendations for the mileage interval of the vehicle, and with the terms of this Agreement.
- B. The first time a vehicle is brought in for service, COUNTY will perform a comprehensive inspection to determine the vehicle's condition and identify any recommended repairs.
- C. Following the initial inspection, COUNTY will include that vehicle on a monthly report to LOCAL UNIT specifying when each vehicle previously inspected by COUNTY is due for service, the corresponding maintenance interval, and the services recommended, based upon the data provided by COUNTY's fleet maintenance software.
- D. LOCAL UNIT shall be responsible for requesting performance of the recommended maintenance, transporting the vehicle to COUNTY's repair facility, and authorizing performance of the recommended maintenance.

- E. To request enrollment in the optional preventative maintenance program, LOCAL UNIT shall separately initial the space indicated on the signature page of this Agreement.
- F. The Parties recognize and agree that, notwithstanding the provisions of this Agreement, responsibility for ensuring regular preventative maintenance rests at all times with LOCAL UNIT. Therefore, COUNTY shall not be responsible for any loss or damage, including but not limited to voiding of any warranty, occasioned by failure of COUNTY to notify LOCAL UNIT of manufacturer recommended preventative maintenance or failure of LOCAL UNIT to request performance of any recommended preventative maintenance, to bring a vehicle to COUNTY for preventative maintenance, or to authorize performance of the recommended services.
- G. Under this Agreement, it is anticipated that LOCAL UNIT will have its vehicles serviced by other mechanics or vendors. If LOCAL UNIT elects to enroll in this preventative maintenance program, LOCAL UNIT must notify COUNTY of any service or repair performed on LOCAL UNIT's vehicles by anyone other than COUNTY, so that COUNTY may update its fleet maintenance software. Without such updates, COUNTY will be unable to provide LOCAL UNIT with accurate maintenance recommendations.

VII. 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-objecting 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 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.

- F. 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 paid, then COUNTY shall repay the excess.

VIII. DEFENSE, INDEMNIFICATION, AND SUBROGATION.

- A. Each Party agrees to defend, indemnify, and hold the other Party harmless from any claims, losses, damages, or judgments arising out of the negligence, gross negligence, or willful act of the indemnifying Party.
- B. LOCAL UNIT acknowledges that, in the event of property damage to LOCAL UNIT-owned/leased vehicles while in COUNTY'S care, custody, and control, COUNTY shall fully rely on the immunities and protections afforded it under the New Jersey Tort Claim Act, inclusive of N.J.S.A. 59:9-2(e). LOCAL UNIT agrees that, where its vehicle(s) are covered by a policy of insurance, whether issued by an insurance carrier or municipal joint insurance fund (JIF), LOCAL UNIT agrees to waive any claim for subrogation against COUNTY.

IX. EMPLOYMENT RECONCILIATION.

- A. LOCAL UNIT has represented that it is not currently providing the services set forth in this Agreement using public employees, and no employees are intended to be terminated for reasons of efficiency or economy as a result of entry into this Agreement.
- B. No employees are intended to be transferred from LOCAL UNIT to COUNTY pursuant to this Agreement, and COUNTY will not accept transfer of any employees from LOCAL UNIT to COUNTY by virtue of this Agreement. In the event a reconciliation plan is required by N.J.S.A. 40A:65-11, it shall be LOCAL UNIT's responsibility to prepare such a plan, and, if required, to file same with the Civil Service Commission prior to commencement of services under this Agreement. In such case, COUNTY will cooperate with LOCAL UNIT in the preparation and filing of the plan.

X. NOTICES.

All notices, demand, consents, approvals, and requests required or permitted to be given to or served upon COUNTY shall be in writing. Any such notice, demand, consent, approval, request, instrument, or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed to the address set forth below, or at such other address as it shall designate by notice, as follows:

If to the LOCAL UNIT: **BOROUGH OF ENGLEWOOD CLIFFS**
482 Hudson Terrace
Englewood Cliffs, NJ 07632
ATTENTION: ADMINISTRATOR

With a copy to:

BOROUGH OF ENGLEWOOD CLIFFS
482 Hudson Terrace
Englewood Cliffs, NJ 07632
ATTENTION: CLERK

If to
COUNTY:

Director, Division of Mechanical Services
Bergen County Department of Public Works
220 East Ridgewood Avenue
Paramus, NJ 07625

With a copy to:

Bergen County Counsel
County of Bergen
One Bergen County Plaza – Room 580
Hackensack, NJ 07601

XI. TERMINATION.

- A. Notwithstanding any other term in this Agreement, COUNTY and LOCAL UNIT retain the right, the sole discretion of each, to terminate this Agreement at any time on thirty (30) days' notice, without further liability to the other, except as set forth herein.
- B. Upon termination of this Agreement, LOCAL UNIT shall remove any vehicles owned by LOCAL UNIT from COUNTY's repair facility.

- C. LOCAL UNIT shall be responsible for payment for any labor performed and parts purchased on behalf of LOCAL UNIT prior to notice of termination.
- D. If COUNTY is the Party terminating this Agreement, COUNTY shall be responsible for completing any pending repair of LOCAL UNIT's vehicle currently in COUNTY'S repair facility at the time COUNTY provides notice of termination, unless:
 - 1. COUNTY's reason for terminating the Agreement is nonpayment by LOCAL UNIT; or
 - 2. LOCAL UNIT requests that COUNTY refrain from completing the pending repair(s).

XII. OTHER AGREEMENTS.

COUNTY and LOCAL UNIT reserve the right to enter into agreements with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement, excluding any arrangement that may contradict the provisions of Section IV of this Agreement, regarding optional preventative maintenance, and corresponding responsibilities.

XIII. MISCELLANEOUS.

- A. 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 any and all resolutions executed may be assumed by the Parties in receipt thereof.
- B. Assignment. No Party may assign this Agreement, or any rights or obligations hereunder, without the prior consent of the other Party and any such attempted assignment without the required consent shall be void.
- C. Cooperation of the Parties. In performing any service 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.

- D. Benefit/No Third-Party Beneficiaries. This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership, or other entity shall be deemed a third-party or other beneficiary of this Agreement.
- E. 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 respects 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. 12A:12-1, 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 COUNTY.
- F. Complete 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.
- G. Modifications in Writing. This Agreement may not be modified except in a writing executed by all Parties.
- H. 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 canons requiring construction against the drafting Party.
- I. No Waiver. The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver

shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

- J. 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 unauthorized liability, obligation, or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.
- K. 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.
- L. Title and Headings. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- M. Recitals. The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed and attested to by their proper officers, and their respective seals to be affixed the day and year first written above.

ATTEST:

COUNTY OF BERGEN

By: _____

James J. Tedesco, III, County Executive, or
Thomas J. Duch, Esq., County Counsel/
County Administrator

ATTEST:

BOROUGH OF ENGLEWOOD CLIFFS

By: _____

Printed: _____

Title: _____

By separately initialing here, LOCAL UNIT requests enrollment in the Optional Preventative Maintenance Program set forth in Section VI, above.

Initialed:

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

**RESOLUTION
RESOLUTION NO. 25-207**

**TITLE: RESOLUTION TO APPROVE THE SETTLEMENT OF A TAX
APPEAL FOR 264 ASH STREET IN THE AMOUNT OF \$1670.15**

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 PEREZ, MAGALY (herein the Tax Appeal) under Docket Numbers: 7307-2016, 6401-2018, and 7371-2019; and

WHEREAS, the subject property consists of one parcel located at Block 310 Lot 15 and is more known as 264 Ash Street, 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

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.

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 8th day of October 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
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 310, Lot 15, shall consist of the following:

2016- WITHDRAWN

2018- WITHDRAWN

2019- Reduction from \$1,254,500.00 to \$1,100,000.00

SCHEDULE A

The terms of the aforesaid tax appeal settlement for the property located at Block 802, Lot 9, shall consist of the following:

- 2019- Reduction from \$2,672,400.00 to \$2,575,000.00
- 2021- WITHDRAWN
- 2022- WITHDRAWN
- 2023- WITHDRAWN
- 2024- WITHDRAWN
- 2025- WITHDRAWN

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

**RESOLUTION
RESOLUTION NO. 25-209**

**TITLE: RESOLUTION AMENDING RESOLUTION NO. 2025-83 TO
APPROVE THE SETTLEMENT OF A TAX APPEAL FOR 21
PRISCILLA LANE IN THE AMOUNT OF \$2,422.28**

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 KIM, CHONG SEUNG & SOON LIM (herein the Tax Appeal) under Docket Numbers: 7811-2021, 1800-2022, 5656-2023, and 4880-2024, which was memorialized by Resolution 25-083, which is now rescinded as it contained a clerical error; and

WHEREAS, the subject property consists of one parcel located at Block 1103 Lot 8 and is more known as 21 Priscilla Lane, 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

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.

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 8th day of October 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

SCHEDULE A

The terms of the aforesaid tax appeal settlement for the property located at Block 1103, Lot 8, shall consist of the following:

2021- Withdrawn

2022- Withdrawn

2023- Reduction from \$2,755,500.00 to \$2,650,000.00

2024- Reduction from \$2,755,500.00 to \$2,650,000.00

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

**RESOLUTION
RESOLUTION NO. 25-210**

**TITLE: RESOLUTION AMENDING RESOLUTION NO. 2025-84 TO
APPROVE THE SETTLEMENT OF A TAX APPEAL FOR 10
MARTIN CT IN THE AMOUNT OF \$468.71**

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 PANNA LAL & RANJI JAIN (herein the Tax Appeal) under Docket Numbers: 8160-2020, and 7816-2021 which was memorialized by Resolution 25-084, which is now rescinded as it contained a clerical error; and

WHEREAS, the subject property consists of one parcel located at Block 601 Lot 12.03 and is more known as 10 Martin Court, 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

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.

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 8th day of October 2025.

Moved Second Ayes Nays Abstain Absent

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
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 601, Lot 12.03, shall consist of the following:

2020- WITHDRAWN

2021- Reduction from \$1,241,700.00 to \$1,200,000.00

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

**RESOLUTION
RESOLUTION NO. 25-211**

**TITLE: RESOLUTION AMENDING RESOLUTION NO. 2025-85 TO
APPROVE THE SETTLEMENT OF A TAX APPEAL FOR 52
SHERWOOD AVENUE IN THE AMOUNT OF \$1,151.00**

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 YE, SHENG (herein the Tax Appeal) under Docket Number: 6072-2020, which was memorialized by Resolution 25-085, which is now rescinded as it contained a clerical error; and

WHEREAS, the subject property consists of one parcel located at Block 411 Lot 8 and is more known as 52 Sherwood 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

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.

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 8th day of October 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
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 411, Lot 8, shall consist of the following:

2020- Reduction from \$2,000,000.00 to \$1,900,000.00

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

**RESOLUTION
RESOLUTION NO. 25-212**

**TITLE: RESOLUTION AMENDING RESOLUTION NO. 2025-86 TO
APPROVE THE SETTLEMENT OF A TAX APPEAL FOR 305
CASTLE DRIVE IN THE AMOUNT OF \$2,238.60**

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 PARIKH, MUKESH & BELA (herein the Tax Appeal) under Docket Numbers:6167-2019, 6042-2020, 1070-2021, 1809-2022, 6323-2022, 1991-2023, 6564-2023, and 5009-2024, which was memorialized by Resolution 25-086, which is now rescinded as it contained a clerical error; and

WHEREAS, the subject property consists of one parcel located at Block 303 Lot 26 and is more known as 305 Castle Drive, 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

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.

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 8th day of October 2025.

Moved Second Ayes Nays Abstain Absent

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
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 303, Lot 26, shall consist of the following:

2019- Withdrawn/Affirmed

2020- Withdrawn/Affirmed

2021- Withdrawn/Affirmed

2022- Withdrawn/Affirmed

2023- Reduction from \$2,197,500.00 to \$2,100,000.00

2024- Reduction from \$2,197,500.00 to \$2,100,000.00

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

RESOLUTION
RESOLUTION NO. 25-213

TITLE: RESOLUTION AUTHORIZING APPROVING NEW JERSEY STATE TAX COURT JUDGMENTS FOR 108 DEMAREST DRIVE IN THE AMOUNT OF \$4,596.21

WHEREAS, the Borough has received a Tax Court Judgment on 04/25/2025, owned by DEL GATTO, THOMAS, Block 613 Lot 2, located at 108 DEMAREST AVE; and

WHEREAS, the judgment which will result in a refund of \$4,596.21 for 2023, 2024 & 2025

BE IT THEREFORE 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.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s) was adopted at a Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held this 8th day of October 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
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. 25-214

TITLE: RESOLUTION AUTHORIZING APPROVING NEW JERSEY STATE TAX COURT JUDGMENTS FOR 635 PALISADE AVE IN THE AMOUNT OF \$10,046.75

WHEREAS, the Borough has received a Tax Court Judgment on **2/6/25**, owned by **Q Systems Properties LLC**, Block **615 Lot/Qualifier 11**, located at **635 Palisade Ave**, and

WHEREAS, the judgment which will result in a refund of \$10,046.75

BE IT THEREFORE 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.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s) was adopted at a Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held this 8th day of October 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
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. 25-215

TITLE: RESOLUTION AUTHORIZING APPROVING NEW JERSEY STATE TAX COURT JUDGMENTS FOR 23 LYNN DRIVE IN THE AMOUNT OF \$3,001.85

WHEREAS, the Borough has received a Tax Court Judgment on 10/24/2024, owned by MASSACHI, YAHYA & JAMILEH, Block 1006 Lot 2, located at 23 LYNN DRIVE; and

WHEREAS, the judgment which will result in a refund of \$3,001.85 for 2024

BE IT THEREFORE 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.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s) was adopted at a Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held this 8th day of October 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
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. 25-216

TITLE: RESOLUTION AUTHORIZING APPROVING NEW JERSEY STATE TAX COURT JUDGMENTS FOR 90 ROBERTS ROAD IN THE AMOUNT OF \$2,296.00

WHEREAS, the Borough has received a Tax Court Judgment on **4/1/25**, owned by **PRAMILA TIWARI TRST** Block **1101** Lot/Qualifier **4**, located at **90 ROBERTS ROAD**; and

WHEREAS, the judgment which will result in a refund of **\$2,296.00**,

BE IT THEREFORE 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.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s) was adopted at a Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held this 8th day of October 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
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. 25-217

TITLE: RESOLUTION AMENDING RESOLUTION NO. 2025-48 TO APPROVE THE NEW JERSEY STATE TAX COURT JUDGMENTS FOR 651 FLOYD STREET IN THE AMOUNT OF \$3,063.00

WHEREAS, the Borough has received a Tax Court Judgment on 03/25/2025, owned by ALLY, SHIRINA, Block 808 Lot 1, located at 651 FLOYD STREET; and

WHEREAS, the judgment which will result in a refund of \$3,063.00 for 2023, 2024 & 2025

BE IT THEREFORE 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.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s) was adopted at a Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held this 8th day of October 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
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. 25-218

TITLE: RESOLUTION AMENDING RESOLUTION NO. 2025-50 TO APPROVE THE NEW JERSEY STATE TAX COURT JUDGMENTS FOR 720 E PALISADE AVE IN THE AMOUNT OF \$23,200.00

WHEREAS, the Borough has received a Tax Court Judgment on 04/25/2025, owned by BEDROCK REALTY HOLDINGS, LLC, Block 506 Lot 3, located at 720 E PALISADE AVE; and

WHEREAS, the judgment which will result in a refund of \$23,200.00 for 2024 & 2025

BE IT THEREFORE 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.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s) was adopted at a Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held this 8th day of October 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
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. 25-219

**TITLE: RESOLUTION ADOPTING THE BOROUGH OF ENGLEWOOD CLIFFS
HEAT ILLNESS PREVENTION PLAN FOR THE DEPARTMENT OF
PUBLIC WORKS**

WHEREAS, the Borough of Englewood Cliffs seeks to assist in the creation and maintenance of a safe work environment for all Borough employees; and
25-198 Resolution Adopting Safe...

WHEREAS, the Borough has previously adopted safety plans and programs to prevent illness or injury and now desires to formally adopt an additional plan specific to heat-related risks; and
25-198 Resolution Adopting Safe...

WHEREAS, the “Heat Illness Prevention Plan” establishes procedures, responsibilities, training, monitoring, response protocols, and other measures designed to protect employees who may be exposed to high-heat or humid conditions during the performance of their duties; and
Heat Illness Prevention Plan

WHEREAS, it is in the best interest of the Borough and Borough employees to adopt the Heat Illness Prevention Plan and to incorporate it into the Borough’s suite of safety plans and programs;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Englewood Cliffs that the Heat Illness Prevention Plan, attached hereto as Exhibit A, is hereby adopted as an official Borough safety plan and program, and the Borough Administrator, Department Heads, Supervisors, and all applicable personnel are directed to implement and comply with the Plan’s provisions; and
Heat Illness Prevention Plan

BE IT FURTHER RESOLVED that the Borough Administrator and Municipal Clerk are authorized to take all necessary administrative actions to distribute, post, and maintain the Heat Illness Prevention Plan, ensure appropriate employee training, and update the Plan from time to time to maintain compliance with applicable law and best practices.

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 19th day of June 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Intashan Chowdhury, MPA
Acting Municipal Clerk

BOROUGH OR ENGLEWOOD CLIFFS

Heat-Illness Prevention Plan

This material was produced under grant number SH-05032-SH8 from the Occupational Safety and Health Administration, U.S. Department of Labor. It does not necessarily reflect the views or policies of the U. S. Department of Labor, nor does mention of trade names, commercial products, or organizations imply endorsement by the U. S. Government.

Disclaimers

Occupational Safety and Health Administration (OSHA)

This material was produced under grant number SH-05032-SH8 from the Occupational Safety and Health Administration, U.S. Department of Labor. It does not necessarily reflect the views or policies of the U. S. Department of Labor, nor does mention of trade names, commercial products, or organizations imply endorsement by the U. S. Government.

University of Houston Clear Lake

In addition, it does not necessarily reflect the views or policies of the University of Houston Clear Lake, nor does mention of trade names, commercial products, or organizations imply endorsement by the University or State of Texas. The University and State of Texas does not warrant or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed.

This heat-illness prevention plan is provided as a resource and not designed to address all work site scenarios and heat stress hazards. It is designed to help employers reduce the development of heat-related illnesses in healthy, physically fit workers. It is not designed to meet state, local or other regulatory requirements on heat stress. It is not designed to protect workers with medical conditions or preexisting conditions that put them at risk of heat-stress. It is recommended that employers medically screen workers prior to work in hot environments, especially when physical exertion is required. It is recommended that employers seek further information on heat stress and prevention using OSHA provided resources and applicable regulations, available both online and via area offices.

BOROUGH OR ENGLEWOOD CLIFFS

Model Heat-Illness Prevention Plan

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BOROUGH OR ENGLEWOOD CLIFFS

Monitoring workers for early signs and symptoms of heat stress, including the use of physiological measures of body temperature, recovery heart rate and/or body weight.

1. **Planning for heat-related medical emergencies** and ensuring victims receive prompt medical attention.

II. PURPOSE

This heat-illness prevention plan was developed to provide supervisors and workers with the training and tools to help protect them from heat-related exposures and illnesses.

III. SCOPE

Each work site and job task can be unique and contain a number of heat stress hazards that must be addressed prior to the beginning work and during work activities. Supervisors and workers are responsible for assessing these hazards and taking necessary corrective actions to reduce heat-related illnesses.

IV. DEFINITIONS

Both OSHA and NIOSH provide the following definitions, in their various publications on heat stress and heat stress prevention.

A - G

Acclimatization: The physiological changes that occur in response to a succession of days of exposure to environmental heat stress and reduce the strain caused by the heat stress of the environment; and enable a person to work with greater effectiveness and with less chance of heat injury.

Body Heat Balance: Steady-state equilibrium between body heat production and heat loss to the environment.

Body Heat Balance Equation: Mathematical expression of relation between heat gain and heat loss, expressed as $S = (M - W) \pm C \pm R \pm K - E$

Body Heat Storage (S): The change in heat content (either + or -) of the body.

clo: A unit expression of the insulation value of clothing, $1 \text{ clo} = 5.55 \text{ kcal}\cdot\text{m}^2\cdot\text{h}^{-1}\cdot\text{C}^{-1}$. A clo of 1 is equal to the insulation required to keep a sedentary person comfortable at 21°C ($\sim 70^\circ\text{F}$). It is also sometimes expressed as $1 \text{ clo} = 0.155 \text{ m}^2\cdot\text{C}\cdot\text{W}^{-1}$.

Conductive Heat Transfer (K): The net heat exchange involving the direct transfer of heat via direct contact between two mediums (solid, liquid, or gas) that have a temperature differential.

Convective Heat Transfer (C): The net heat exchange by convection between an individual and the environment.

Evaporative Heat Transfer (E): Rate of heat loss by evaporation of water from the skin or gain from condensation of water on the skin, expressed as $\text{kcal}\cdot\text{h}^{-1}$, $\text{W}\cdot\text{m}^{-2}$, or W .

H to N

Heat Cramp: A heat-related illness characterized by spastic contractions of the voluntary muscles (mainly arms, hands, legs, and feet), usually associated with restricted salt intake and profuse sweating without significant body dehydration.

Heat Exhaustion: A heat-related illness characterized by elevation of core body temperature above 38°C (100.4°F) and abnormal performance of one or more organ systems, without injury to the central nervous system. Heat exhaustion may signal impending heat stroke.

Heat Strain: The physiological response to the heat load (external or internal) experienced by a person, in which the body attempts to increase heat loss to the environment in order to maintain a stable body temperature.

Heat Stress: The net heat load to which a worker is exposed from the combined contributions of metabolic heat, environmental factors, and clothing worn which results in an increase in heat storage in the body.

Heat Stroke: An acute medical emergency caused by exposure to heat from an excessive rise in body temperature [above 41.1°C (106°F)] and failure of the temperature-regulating mechanism. Injury occurs to the central nervous system characterized by a sudden and sustained loss of consciousness preceded by vertigo, nausea, headache, cerebral dysfunction, bizarre behavior, and excessive body temperature.

Heat Syncope: Collapse and/or loss of consciousness during heat exposure without an increase in body temperature or cessation of sweating, similar to vasovagal fainting except that it is heat induced.

Heat Tolerance: The physiological ability to endure heat and regulate body temperature at an average or better rate than others, often affected by the individual's level of acclimatization and physical conditioning.

Humidity, Relative (RH): The ratio of the water vapor present in the ambient air to the water vapor present in saturated air at the same temperature and pressure.

Hyperpyrexia: A body core temperature exceeding 40°C (104°F).

Hyperthermia: A condition where the core temperature of an individual is higher than 37.2°C (99°F). Hyperthermia can be classified as mild (37.2–38.5°C; 99–101.3°F), moderate (i.e., heat exhaustion [38.5–39.5°C; 101.3–103.1°F]), profound (>39.5°C; 103.1°F), or profound clinical hyperthermia (i.e., heat stroke [>40.5°C; 104.9°F]), and death can occur without treatment (>45°C; 113°F).

Metabolism (M): Transformation of chemical energy into free energy that is used to perform work and produce heat.

O to S

Pressure, Atmospheric (Pa): Pressure exerted by the weight of the air, which averages 760 mmHg at sea level and decreases with altitude.

Pressure, Water Vapor (Pa): The pressure exerted by the water vapor in the air.

Qualified Health Care Professional: An individual qualified by education, training, and licensure/regulation and/or facility privileges (when applicable) who performs a professional service within his or her scope of practice in an allied health care discipline, and independently reports that professional service.

Radiant Heat Exchange (R): The net rate of heat exchange by radiation between two radiant surfaces of different temperatures.

Recommended Alert Limit (RAL): The NIOSH-recommended heat stress alert limits for unacclimatized workers.

Recommended Exposure Limit (REL): The NIOSH-recommended heat stress exposure limits for acclimatized workers.

Rhabdomyolysis: A medical condition associated with heat stress and prolonged physical exertion, resulting in the rapid breakdown of muscle and the rupture and necrosis of the affected muscles.

Sweating, Thermal: Response of the sweat glands to thermal stimuli.

T to Z

Temperature, Ambient (t_a): The temperature of the air surrounding a body. Also called air temperature or dry bulb temperature.

Temperature, Core Body (t_{cr}): Temperature of the tissues and organs of the body. Also called Core Temperature.

Temperature, Dew-point (t_{dp}): The temperature at which the water vapor in the air first starts to condense.

Temperature, Globe (t_g): The temperature inside a blackened, hollow, thin copper globe measured by a thermometer whose sensing element is in the center of the sphere.

Temperature, Natural Wet Bulb (t_{nwb}): The wet bulb temperature under conditions of the prevailing air movement.

Temperature, Oral (t_{or}): Temperature measured by placing the sensing element under the tongue for 3 to 5 minutes.

Temperature, Psychrometric Wet Bulb (t_{wb}): The lowest temperature to which the ambient air can be cooled by evaporation of water from the wet temperature-sensing element with forced air movement.

Temperature, Rectal (t_{re}): Temperature measured 10 centimeters (cm) into the rectal canal.

Temperature, Skin (t_{sk}): Temperature measured by placing the sensing element on the skin.

Temperature, Tympanic (t_{ty}): True tympanic temperature is measured by placing the sensing element directly onto the tympanic membrane and recording the temperature. Estimates of tympanic temperature are usually obtained by placing a device into the ear canal close to the tympanic membrane.

Temperature Regulation: The maintenance of body temperature within a restricted range under conditions of positive heat loads (environmental and metabolic) by physiologic and behavioral mechanisms.

Thermal Insulation, Clothing: The insulation value of a clothing ensemble.

Wet Bulb Globe Temperature (WBGT): This is an environmental temperature arrived at by measuring dry air temperature, humidity, and radiant energy (i.e., usually direct sunlight being absorbed by clothing), used to calculate a thermal load on the person.

Work: Physical efforts performed using energy from the metabolic rate of the body.

V. COMPANY POLICY

COMPANY NAME HERE is dedicated to protecting employees from on-the-job illnesses and injuries. All employees have the responsibility to work safely on the job. The purpose of this plan is to supplement our existing safety and health program and to ensure employees recognize heat stress hazards and act appropriately to address those hazards. The general approach addresses five (5) key areas of heat-illness prevention, as outlined below.

Main Elements of Heat-Illness Prevention Plan

Control	Description
1. Train supervisors and workers	Train supervisors and workers on heat-illness prevention strategies, as well as to recognize and report the signs and symptoms of heat-related illnesses.
2. Monitor weather and workplace conditions	Monitor weather workplace conditions and take preventative measures to protect workers when the temperatures exceed 70 °F (21 °C).
3. Conduct a heat hazard assessment when temperatures exceed 70 °F	Determine an effective wet-bulb globe temperature (WBGT-Effective) and use established recommended alert limits (non-acclimatized workers) and exposure limits (acclimatized workers) to determine the level of risk to heat stress.
4. Implement heat-illness prevention strategies	Implement appropriate heat-illness prevention strategies based on established risk levels for heat stress.
5. Plan for heat-related medical emergencies	Ensure adequate supervision, first aid and medical services are readily available in the event a worker suffers from a heat illness.

Employee Training and Responsibilities

Each employee will be trained in heat-illness prevention and will strictly adhere to the recommended practices, except when doing so would expose him/her to a greater hazard. If, in the employee's opinion, this is the case, the employee is to notify their supervisor of their concern and have the concern addressed before proceeding.

Employer Responsibilities

On the job, it is the responsibility of the Safety Manager to implement this Heat-Illness Prevention Plan. Continual observational safety checks of work operations and the enforcement of the safety policy and procedures shall be regularly enforced. The supervisor is responsible for correcting any unsafe practices or conditions immediately.

It is the responsibility of the employer to ensure that all employees understand and adhere to the policies and procedures of this plan. It is also the responsibility of the employee to bring to management's attention any unsafe or hazardous conditions or practices that may cause injury to either themselves or any other employees. The Safety Manager must approve any changes to the Heat-Illness Prevention Plan.

Designated Safety Manager: Mark Neville, DPW Superintendent

Supervisors: Ralph Fedouchik, Foreman

Jerry Maglione, Foreman

VI. TRAINING

To ensure workers are prepared to work safely under hot conditions, all employees and supervisors who may be exposed to heat stress and heat-related illnesses will receive training on the following:

Elements of the Company's Heat-Illness Prevention Plan

1. Training
2. Monitoring
3. Hazard Assessment
4. Heat-Illness Prevention Strategies
5. Emergency Preparedness

Risk Factors for Heat Stress

Environmental risk factors for heat stress

1. Temperature
2. Humidity
3. Air movement
4. Radiant heat (e.g., sun exposure)

Work-related risk factors for heat stress

1. Physical exertion
2. Clothing

Personal risk factors for heat stress

1. Age
2. Physical fitness
3. Acclimatization
4. Medical conditions
5. Medications

6. Alcohol and/or drug use
7. Caffeine

How the Body Handles Heat

1. Increased heart rate
2. Increased blood circulation to skin
3. Evaporative cooling from sweating

The importance of acclimatization.

1. Reduces risks of dehydration and salt loss
 - a. Sweating and evaporative cooling becomes more efficient
 - b. Salt loss becomes more efficient
2. Core body temperature maintained more efficiently
3. Reduces strain on heart
 - a. Blood circulation to skin becomes more efficient
 - b. Recovery heart rate improves
4. Human body needs to acclimate to hot environments, typically 10-14 days
 - a. Gradually increase exposure to hot environment over 7-14 days
 - b. Avoid prolonged exertion during hottest times of day
 - c. Schedule heavy exertion for cooler parts of day
5. Acclimatized workers will need 2-3 days of re-acclimatization if they stop working under heat stress conditions more than a week.

The importance of consuming water throughout the work shift

1. One cup (8 oz.) of cool water or an electrolyte replacement fluid every 15-20 minutes; four cups of water every hour.
2. Increased water intake may be needed to account for increased physical exertion and/or sweating.

3. However, too much water intake can be dangerous and lead to headache, nausea, vomiting and/or mental confusion.
4. Physiological monitoring may be necessary under extreme conditions
 - a. If sweat is not trapped within clothing, then we can monitor body weight, which should not drop below 1.5% of starting body weight.
 - b. Urine color is another indicator of potential dehydration.
 - i. Normal urine should be a pale yellow.
 - ii. Use a urine color chart to help determine if you are properly hydrated. Some diets, medications and illnesses may affect results.

The importance of rest breaks and shade throughout the work shift

1. Prolonged physical exertion and muscle activity increases the body's core temperature and reduces the body's ability to cool itself. Short rest breaks are necessary to allow blood to flow to the skin to be cooled.
2. Rest breaks slow down the buildup of heat in the body from prolonged muscle activity.
3. Rest breaks are also important for the heart and allow your heart rate to recover from sustained heat stress and physical exertion.
4. Rest breaks in the shade help with cooling, especially if there is air movement with cool air.

Heat-Related Illnesses

The following information needs to be covered in training on heat-related illnesses, including cause, preventative measures, signs and symptoms, first aid treatment and reporting requirements.

Heat Rash

1. Cause: Irritation of skin due to excessive sweating

2. Preventative measures:
 - a. Wear loose fitting clothing that allows sweat to dissipate
 - b. Wear freshly laundered clothing each day
 - c. Avoid working in sweat soaked clothing for prolonged periods (e.g., change at breaks as needed)
 - d. Wash sweat-soaked areas with mild soap and water and dry thoroughly at breaks and after your shift ends
3. Signs and symptoms:
 - a. Itchy and painful clusters of red blisters
 - b. Common to the neck, chest, groin, armpits and creases of the elbows and knees
4. First aid treatment:
 - a. Move person to a cool location
 - b. Have person take a cool shower
 - c. Thoroughly dry the skin following shower
 - d. Continue to ensure skin is cleaned and dried frequently, especially before and after shifts
 - e. Seek medical treatment if rash persists for more than two days or if rash becomes infected
5. Reporting: Report to supervisor and safety manager

Heat Cramps

1. Cause: Depletion of salt and water in body due to excessive sweating. This is a precursor to more serious heat exhaustion and/or heat stroke.
2. Preventative measures:
 - a. Acclimatization to heat helps reduce salt and water loss
 - b. Drink adequate amounts of water throughout the day
 - c. Salt your foods to taste
3. Signs and symptoms:
 - a. Muscle cramps, spasms and/or pain

- b. Common to major muscles used for work (e.g., arms, legs, abdominal and back muscles)
- 4. First aid treatment:
 - a. Move person to a cool location
 - b. Provide person with an electrolyte replacement fluid to replace lost salt and water
 - c. Seek medical treatment if cramps persist or other heat-illness symptoms develop (e.g., elevated body temperature, elevated heart rate, headache, dizziness, etc.)
- 5. Reporting: Report to supervisor and safety manager

Heat Syncope

- 1. Cause: Prolonged standing or sudden rising from a sitting or resting (supine) position; dehydration can be a contributing factor
- 2. Preventative measures:
 - a. Acclimatization to heat helps reduce dehydration
 - b. Drink adequate amounts of water throughout the day
 - c. Break up long periods of standing with small rest breaks
 - d. Rise slowly from sitting or resting positions
- 3. Signs and symptoms:
 - a. Light-headedness or dizziness
 - b. Fainting
- 4. First aid treatment:
 - a. If he/she is only slightly dizzy and able to move, have two people assist and carefully move to a cool location and have the person lay down on back with feet elevated above heart level; provide small amounts of water
 - b. If the dizziness persists, request immediate first aid and/or medical attention

- c. If he/she fainted, then secure the area, elevate his/her feet above heart level and request immediate first aid and/or medical attention; do not allow him/her to get up quickly or walk about
5. Reporting: Report to supervisor and safety manager

Heat Exhaustion

1. Cause: The body's inability to cool itself, often due to a combination of several factors (e.g., high temperatures, humidity, physical exertion, dehydration, clothing that blocks sweat evaporation and/or alcohol use). This is a serious condition that can lead to a life-threatening heat stroke.
2. Preventative measures:
 - a. Acclimatization to heat helps reduce dehydration
 - b. Drink adequate amounts of water throughout the day
 - c. Take small rest breaks in shade to allow body to recover from heavy physical exertion and heat exposure
 - d. Protect skin against sunburn, which reduces body's ability to cool itself
 - e. If possible, perform heavier physical labor towards cooler part of the day (e.g., early morning or evening)
3. Signs and symptoms:
 - a. Elevated core body temperature of 100.4 to 102.2 °F (38 to 39 °C); oral temperature 99.6 to 101.4 °F
 - b. Weak, but rapid pulse (elevated heart rate)
 - c. Cool, moist skin (person may appear pale with clammy skin)
 - d. Excessive sweating
 - e. Headache and possible irritability
 - f. Fatigue or weakness
 - g. Dizziness and/or feeling faint
 - h. Nausea and/or vomiting
 - i. Decreased urine output

4. First aid treatment:
 - a. Seek immediate medical care (call 911)
 - b. Immediately help the person cool off
 - i. Move to a cool location
 - ii. Remove or loosen unnecessary clothing
 - iii. Have them drink small amounts of cool water
 - iv. Spray skin with cool water and fan rapidly to increase evaporation and cooling
 - v. Monitor body temperature and continue cooling efforts until body temperature returns to a normal temperature below 99 °F (37 °C).
 - vi. Implement additional heat stroke treatments if body temperature does not decrease below 100 °F (37.8 °C) after 30 minutes or increases above 102 °F (38.9 °C).
5. Reporting: Report to supervisor and safety manager

Heat Stroke

1. Cause: Body is unable to cool itself and regulate core body temperature. This is a serious and life-threatening condition that requires immediate medical attention (call 911).
2. Preventable measures: Same as for heat exhaustion
3. Signs and symptoms:
 - a. Elevated core body temperature above 104 °F (40 °C); oral temperature above 103.2 °F
 - b. Hot, dry skin or heavy sweating
 - c. Mental confusion, agitation and/or irrational behavior
 - d. Clumsiness
 - e. Slurred speech
 - f. Fainting or a loss of consciousness
 - g. Seizures or convulsions

4. First aid treatment:

- a. Call 911 and seek immediate medical attention for the victim; do not wait as their life depends on getting immediate medical care.
- b. Provide immediate and aggressive cooling to their body
 - i. Elevate feet above heart level
 - ii. Remove or loosen unnecessary clothing
 - iii. Pack ice in groin and armpit areas
 - iv. Soak skin with cool water and fan rapidly and vigorously to increase cooling of skin
 - v. As an alternative, immerse them in a tub of cool water or spray body with large amounts of cool water
 - vi. Do not give person fluids to drink, especially if unconscious.
 - vii. Monitor body temperature and continue cooling efforts until body temperature returns to a normal temperature below 99 °F (37 °C).
- c. Administer CPR as needed, if blood circulation or breathing stops, until emergency medical services arrive

5. Reporting: Report to supervisor and safety manager

Rhabdomyolysis

1. Cause: Sometimes caused by a combination of heat stress and prolonged physical exertion, muscle starts to break down and die, releasing proteins and electrolytes into the bloodstream. This is a potentially life-threatening condition affecting the kidneys that requires immediate medical attention.
2. Preventative measures:
 - a. Same as for heat exhaustion and heat stroke.
 - b. Avoid overexertion, such as lifting objects heavier than you can comfortably lift or straining muscles to a point where they can no longer function properly.
 - c. Those with diabetes, thyroid conditions or muscular dystrophy are at greater risk.

- d. Those with a viral infection, such as flu, HIV or herpes, are at greater risk.
 - e. Use of alcohol and illegal drugs, such as heroin, cocaine and amphetamines can increase the risk.
 - f. Some medications, such as such as antipsychotics or statins, can increase the risk.
3. Signs and symptoms:
- a. Muscle cramps, pain and/or loss of range
 - b. Joint pain and/or stiffness
 - c. Swelling of muscles
 - d. Weakness and a decreased ability to perform physical exertion for even a small amount of time
 - e. Dark urine (similar to tea or cola in color)
 - f. If kidney damage and/or failure occurs the following life-threatening indicators may be observed:
 - i. Shortness of breath
 - ii. Irregular heart beat
 - iii. Swelling in the legs and feet
 - iv. Seizures
 - v. Coma
4. First aid treatment:
- a. Seek immediate medical care for the victim (IV fluids and treatments to combat toxic proteins in blood are needed to prevent kidney failure)
5. Reporting: Report to supervisor and safety manager

Heat-illness prevention strategies

When Risk Level is High Incorporate Physiological Monitoring

1. Oral Temperature

- a. It is important to make sure the thermometer is stored in a cool environment and not exposure to temperatures above 95 °F.
- b. Readings should not be taken within 15-minutes of consuming hot or cool liquids and foods or if breathing heavy (mouth breathing).
- c. Oral temperatures should not exceed 99.5 °F.
- d. As a precautionary measure, when the oral temperature is elevated above 99.1 °F, adjust the work-rest schedule to increase the frequency and duration of rest breaks or take other preventative measures.

2. Heart Rate Recovery

- a. The method involves taking an initial pulse rate reading at the beginning of a scheduled rest break. With the worker sitting and resting, an initial pulse rate reading is collected (P1) and if the pulse rate is above 110 bpm, then pulse rate readings are collected at a two-minute (P2) and four-minute (P3) interval.
- b. If the pulse rate does not drop to below 110 bpm during the test, then this indicates heat stress conditions are above an acceptable level. The resting heart rate is too high, which indicates the work rate is too high for the individual.
- c. With a starting pulse rate above 110 bpm, if the difference between two-minute intervals is less than 10 bpm, then this also indicates heat stress conditions are above an acceptable level. The heart rate is not effectively recovering at rest, which also indicates the work rate is too high for the individual. It could also indicate dehydration.
- d. There can be variation among individuals and some may exhibit much lower or higher resting pulse rates. A qualified medical provider should examine individuals with pre-work pulse rates above 100 bpm when at

normal rest. High resting pulse rates could be indicative of an underlying medical condition.

3. Additional Measures to Help Reduce Dehydration

a. Body Weight

- i. Assumes that the worker is wearing clothing that will allow sweat to evaporate from the skin and not be trapped within the clothing (e.g., chemical protective and impermeable suits can trap sweat).
- ii. Use a reliable scale that can read body weight within ± 0.25 lbs.
- iii. If body weight reduces by more than 1.5%, then not likely taking in enough water to replace the water lost due to sweating.

b. Urine Color

- i. Urine color can be a good indicator of potential dehydration, which can lead to heat stress and heat-related illnesses.
- ii. In some cases underlying diseases, medications or even some foods may affect urine color.
- iii. Check urine color against a color chart.
- iv. Normal urine should be a pale yellow. Darker color indicates potential dehydration.

Engineering Controls

1. Reduce physical exertion and physical demands of work through use of powered tools and equipment, especially for tasks involving heavy lifting.
2. Reduce radiant heat loading from the sun or other sources of radiant heat (e.g., furnaces, combustion engines and compressors, hot surfaces, heated transfer lines, windows receiving intense sun, etc.). One effective method is to place line-of-sight, reflective barriers between the heat source and workers. Another method is to insulate hot surfaces, such as furnaces.
3. If air temperatures are below 95 °F, then increase air speed across skin of workers using fans or air movers, to increase evaporative cooling from skin.

4. If air temperatures are above 95 °F, then reduce air speed across skin of workers, to reduce convective heat transfer from air to skin.
5. If humidity is below 50%, then evaporative coolers and portable fans with water mist systems can be used to effectively cool the air by about 10 to 20 °F.
6. Decrease humidity to below 50% to increase evaporative cooling from sweating.

Administrative Controls

1. Adjust work schedule to ensure workers are acclimated to work in hot conditions.
2. Schedule work or work requiring heavy physical exertion during the coolest parts of the day.
3. Modify the work-rest schedule to shorten heat exposure periods by including frequent rest breaks. Shorter, more frequent breaks are more effective than longer, less frequent rest breaks.
4. Encourage adequate water intake at frequent intervals to prevent dehydration (e.g., one 8-ounce cup of cool water or an electrolyte replacement fluid every 15-20 minutes).
 - a. The supervisor or foreman is responsible for making sure drinking water is provided, plus:
 - i. Ensure that water containers are clean and sanitary prior to filling.
 - ii. Ensure water containers are filled at a sanitary location.
 - iii. Provide sufficient disposable cups and a place for disposing cups.
 - iv. Ensure workers do not share cups and dispose of used cups.
 - v. Prohibit workers from opening the cooler top to fill cups and instead have workers use the provided spigot.
 - b. Pure and cool potable water must be made available to workers at no additional cost.
 - i. Do not use water from irrigation, sprinklers or firefighting systems.
 - ii. Do not use water from a garden hose, as it may contain contaminants from the hose and/or bacteria and other microbes.

- c. Water quantities need to be sufficient and at least 1 quart per worker per hour for the entire shift.
 - d. Locate water containers as close as practicable at all times.
 - e. Encourage workers to frequently drink water and not wait until thirsty.
5. Provide a shaded and/or air-conditioned space nearby for rest and water breaks.
6. Train workers on the recognition of the signs and symptoms of heat-induced illness and on heat-illness prevention strategies.
7. Alert workers to extreme heat events or heat stress conditions and provide a short review of the heat-illness prevention strategies for the day.
8. Work in pairs (buddy system) and monitor each other for signs and symptoms of heat stress or illness.
9. Avoid caffeine and alcohol before and during working in a hot environment.
10. Report illnesses or medical conditions that may put them at risk of heat stress (e.g., diarrhea, fever, infection, etc.)
11. Medically screen for work in hot environments.

Protective Clothing and Equipment Controls

1. Provide clothing designed to keep the body cool, such as air, cooled fluid or ice-cooled conditioned clothing.
2. Provide reflective clothing to reduce radiant heat loading from the sun or hot surfaces radiating heat.
3. If air temperatures are below 95 °F and worker is protected from radiant heat, then decrease clothing coverage or layers (when feasible) to increase evaporative cooling from skin. Caution: Do not remove clothing designed to protect workers from chemical, mechanical or other hazards without conducting a proper evaluation to address those hazards.
4. If air temperatures are above 95 °F, then increase clothing coverage to reduce air speed across skin of workers, which can help reduce convective heat transfer from air to skin.

VII. MONITORING WEATHER AND WORKPLACE CONDITIONS

The Safety Manager and supervisors are responsible for monitoring the daily weather and workplace conditions to determine if workers will be exposed to temperatures greater than 70 °F (21 °C). The National Weather Service (www.weather.gov) should be used to monitor weather conditions. Public weather observation alternatives include Intellicast (www.intellicast.com) and Weather Underground (www.wunderground.com). Use the closest weather station to the worksite location.

If the temperatures will exceed 70 °F (21 °C) for more than an hour during the work shift, then a heat hazard assessment needs to be performed. The following additional weather information is required for the heat hazard assessment.

- Air temperature (°F)
- Humidity (%)
- Wind speed (mph)
- Barometric pressure (inches)
- Longitude and latitude
- Cloud cover

VIII. HEAT HAZARD ASSESSMENT

When weather or workplace conditions will exceed 70 °F (21 °C), a heat hazard assessment must be conducted to take into account for environmental and work factors associated with heat stress and heat-related illnesses. Temperature, humidity, wind speed and solar irradiance are environmental factors that must be taken into account. Work factors include metabolic work rate (physical exertion) and clothing. These factors are all accounted for using an effective wet-bulb globe temperature (WBGT-Effective).

Use of a heat index, which only takes into account temperature and humidity, is not recommended. The heat index does not take into account wind speed, radiant heat,

clothing and metabolic heat from physical exertion, which are all factors that can contribute to heat stress and heat-related illnesses.

Instead, a WBGT-Effective and threshold limits established by NIOSH are used to assess risk and recommend effective heat stress controls. Further details and an example on this method are available in the OSHA Technical Manual, Section III, Chapter 4 on Heat Stress (www.osha.gov) and the NIOSH Criteria for a Recommended Standard: Occupational Exposure to Heat and Hot Environments (www.cdc.gov/niosh). The following heat hazard assessment steps and guidelines are provided here and on the site-specific worksheet (Appendix A).

Step 1: Calculate WBGT Using Weather Data

Argonne National Laboratory (ANL) developed a calculator that uses validated and literature-supported algorithmic equations to determine WBGT from National Weather Service weather data. The calculator uses an outdoor WBGT model described by Dr. James C. Liljegren in the *Journal of Occupational and Environmental Hygiene*, published August 2008. This product includes software produced by UChicago Argonne, LLC under Contract No. DE-AC02-06CH11357 with the Department of Energy. The calculator is available as a downloadable zip file from OSHA at:

http://www.osha.gov/dts/osta/otm/otm_iii/wbgtutil.zip

The calculator uses the following required weather and location information to determine WBGT:

- a. Air Temperature (°F) during hottest hour of the work shift
- b. Barometric Pressure (inches of Hg)
- c. Relative Humidity (%) during hottest hour of the work shift
- d. Wind Speed (mph) during hottest hour of the work shift
- e. Date (MONTH DAY, YEAR; e.g., January 1, 2019)
- f. Time (HH:MM AM/PM; e.g., 12:00 PM) during hottest hour of the work shift

- g. Longitude and latitude (degrees) – input in “Options”
- h. Solar Irradiance (W/m²) based on Table 1 below, plus date, time of day and location (longitude and latitude)

Table 1. Estimated Solar Irradiance Based on Cloud Cover

Reported Cloud Cover	Irradiance (W/m ²)
Sunny	990
Mostly Sunny, Partly Sunny/Cloudy Scattered Clouds	980
Mostly Cloudy	710
Cloudy	250

Source: OSHA as adapted from A. Ben Jemaa, et al. (2013) *Energy Procedia*, Volume 42, Pages 406-415.

The data entered into the calculator needs to be accurate to produce an accurate WBGT estimate. This includes time, date, longitude, latitude and barometric pressure, as these are used to adjust irradiance before calculating the WBGT.

The end-result output that will be used in the next steps is the “Wet Bulb Globe Temperature” in units of °F. Record the WBGT and proceed to step two.

Step 2. Add Clothing Adjustment Factor

As recommended by OSHA, the ACGIH Clothing Adjustment Factor (CAF) can be determined from Table 2 below and added to the pervious WBGT to produce an effective WBGT value, termed WBGT-Effective. The formula for determining the effective WBGT is:

$$WWWWWWW \cdot EEEEEEEEEEEEEEE = WWWWWWW + CCCCC$$

Table 2. Clothing Adjustment Factors (CAF)

Clothing Worn	CAF (°F)
Work clothes (long sleeves and pants). Examples: Standard cotton shirt/pants.	0
Coveralls (w/only underwear underneath). Examples: Cotton or light polyester material.	0
Double-layer woven clothing.	5.4
SMS (spunbond/meltblown/spunbond) Polypropylene Coveralls	0.9
Polyolefin coveralls. Examples: Micro-porous fabric (e.g., Tyvek™).	1.8
Limited-use vapor-barrier coveralls. Examples: Encapsulating suits, whole-body chemical protective suites, firefighter turn-out gear.	19.8

Source: OSHA Technical Manual as adopted from ACGIH "2017 TLVs and BEIs" and converted to °F.

Step 3. Determine the Metabolic Heat

Select a work category in Table 3 that best represents the workload using the provided examples as a guide. Select the heaviest workload activity to account for the highest metabolic heat for use in the next step, which will help ensure proper controls are in place to protect workers.

Using guidelines provided by OSHA, the formula below was used to adjust estimated metabolic heat (MH) for body weight.

$$MMMM = \frac{MMCECEMMMMMMWEECE hEEEMMCE (CEm WWMMCECEW) \times WWWWWWWEECW MMMbbbb wwCECEwwhCE (CEm WWWW.)}{111111 WWWW.}$$

Table 3. Work Category Based on Metabolic Work Rates

Work Category	Examples	Estimated Metabolic Heat (Watts) for 154 lb. Person	Estimated Metabolic Rate (Watts) for 200 lb. Person	Estimated Metabolic Heat (Watts) for 250 lb. Person	Estimated Metabolic Heat (Watts) for 300 lb. Person
Light	Sitting, standing, light arm/hand work and occasional walking	233	303	377	454
Moderate	Normal walking, moderate lifting	349	454	565	681*
Heavy	Heavy material handling, walking at a fast pace	465	605*	753*	907*
Very Heavy	Pick and shovel work	580	754*	940*	1131*

Adapted from OSHA Technical Manual, NIOSH Criteria for a Recommended Standard: Occupational Exposure to Heat and Hot Environments, and ACGIH "2017 TLVs and BEIs"

* These activities are not recommended for persons of this body weight working under heat stress conditions. Special precautionary measures must be taken to reduce physical exertion and continually monitor workers for physiological signs of heat stress (e.g., body temperature and/or heart rate).

Step 4. Determine Exposure Threshold Limit

A NIOSH recommended exposure limit (REL) is used to establish the exposure threshold for implementation of workplace controls for heat stress in healthy workers already acclimated to work in hot environments. The NIOSH recommended alert level (RAL) is an exposure threshold for use with unacclimatized workers. Use the provided tables and/or formulas to determine the appropriate threshold for later comparison to the WBGT-Effective. If the WBGT-Effective exceeds the REL or RAL temperature, then controls must be implemented to protect workers from heat stress and heat-related illnesses.

Acclimated Workers: Recommended Exposure Limit (REL)

The formula for the calculating the NIOSH REL in °F for acclimated workers working continuously without prolonged rest breaks, where MH is the metabolic heat in Watts, is:

$$REL = 11.88 \times (1166.77 - 1111.11 \frac{MH}{W}) + 3333$$

When working for shorter intervals, workers may be able to work in higher temperatures without adverse heat-related health effects. The NIOSH REL is designed to take work/rest schedules into consideration, which are provided below. Use Tables 4 to 7 to determine the REL for different work/rest schedules, work categories and body weights.

Table 4. Recommended Exposure Limit (REL) for Continuous Work

Work Category	Example	REL for 154 lb. Person	REL for 200 lb. Person	REL for 250 lb. Person	REL for 300 lb. Person
Light	Sitting, standing, light arm/hand work and occasional walking	85 °F	83 °F	81 °F	79 °F
Moderate	Normal walking, moderate lifting	81 °F	79 °F	77 °F	75 °F *
Heavy	Heavy material handling, walking at a fast pace	79 °F	76 °F *	74 °F *	73 °F *
Very Heavy	Pick and shovel work	77 °F	74 °F *	72 °F *	71 °F *

Adapted from NIOSH Criteria for a Recommended Standard: Occupational Exposure to Heat and Hot Environments and ACGIH "2017 TLVs and BEIs"

*** These activities are not recommended for persons of this body weight working under heat stress conditions. Special precautionary measures must be taken to reduce physical exertion and continually monitor workers for physiological signs of heat stress (e.g., body temperature and/or heart rate).**

Table 5. Recommended Exposure Limit (REL) for 75% Work & 25% Rest Each Hour

Work Category	Example	REL for 154 lb. Person	REL for 200 lb. Person	REL for 250 lb. Person	REL for 300 lb. Person
Light	Sitting, standing, light arm/hand work and occasional walking	87 °F	84 °F	82 °F	81 °F
Moderate	Normal walking, moderate lifting	84 °F	81 °F	79 °F	78 °F *
Heavy	Heavy material handling, walking at a fast pace	82 °F	79 °F *	77 °F *	76 °F *
Very Heavy	Pick and shovel work	79 °F	77 °F *	75 °F *	73 °F *

Adapted from NIOSH Criteria for a Recommended Standard: Occupational Exposure to Heat and Hot Environments and ACGIH "2017 TLVs and BEIs"

*** These activities are not recommended for persons of this body weight working under heat stress conditions. Special precautionary measures must be taken to reduce physical exertion and continually monitor workers for physiological signs of heat stress (e.g., body temperature and/or heart rate).**

Table 6. Recommended Exposure Limit (REL) for 50% Work & 50% Rest Each Hour

Work Category	Example	REL for 154 lb. Person	REL for 200 lb. Person	REL for 250 lb. Person	REL for 300 lb. Person
Light	Sitting, standing, light arm/hand work and occasional walking	89 °F	86 °F	84 °F	83 °F
Moderate	Normal walking, moderate lifting	86 °F	83 °F	81 °F	80 °F *
Heavy	Heavy material handling, walking at a fast pace	84 °F	81 °F *	79 °F *	78 °F *
Very Heavy	Pick and shovel work	81 °F	79 °F *	77 °F *	75 °F *

Adapted from NIOSH Criteria for a Recommended Standard: Occupational Exposure to Heat and Hot Environments and ACGIH "2017 TLVs and BEIs"

*** These activities are not recommended for persons of this body weight working under heat stress conditions. Special precautionary measures must be taken to reduce physical exertion and continually monitor workers for physiological signs of heat stress (e.g., body temperature and/or heart rate).**

Table 7. Recommended Exposure Limit (REL) for 25% Work & 75% Rest Each Hour

Work Category	Example	REL for 154 lb. Person	REL for 200 lb. Person	REL for 250 lb. Person	REL for 300 lb. Person
Light	Sitting, standing, light arm/hand work and occasional walking	90 °F	88 °F	86 °F	84 °F
Moderate	Normal walking, moderate lifting	88 °F	86 °F	84 °F	82 °F *
Heavy	Heavy material handling, walking at a fast pace	86 °F	84 °F *	82 °F *	80 °F *
Very Heavy	Pick and shovel work	84 °F	82 °F *	80 °F *	78 °F *

Adapted from NIOSH Criteria for a Recommended Standard: Occupational Exposure to Heat and Hot Environments and ACGIH "2017 TLVs and BEIs"

*** These activities are not recommended for persons of this body weight working under heat stress conditions. Special precautionary measures must be taken to reduce physical exertion and continually monitor workers for physiological signs of heat stress (e.g., body temperature and/or heart rate).**

Unacclimated Workers: Recommended Alert Limit (RAL)

The formula for the calculating the NIOSH RAL in °F for unacclimated workers working continuously without prolonged rest breaks, where MH is the metabolic heat in Watts, is:

$$R = 11.88 \times (1155.55 - 1111.11 \times \frac{MH}{1111}) + 3333$$

When working for shorter intervals, workers may be able to work in higher temperatures without adverse heat-related health effects. The NIOSH RAL is designed to take work/rest schedules into consideration, which are provided below. Use Tables 8 to 11 to determine the RAL for different work/rest schedules and body weights.

Table 8. Recommended Alert Limit (RAL) for Continuous Work

Work Category	Example	REL for 154 lb. Person	REL for 200 lb. Person	REL for 250 lb. Person	REL for 300 lb. Person
Light	Sitting, standing, light arm/hand work and occasional walking	80 °F	77 °F	74 °F	72 °F
Moderate	Normal walking, moderate lifting	75 °F	72 °F	70 °F	68 °F *
Heavy	Heavy material handling, walking at a fast pace	72 °F	69 °F *	67 °F *	65 °F *
Very Heavy	Pick and shovel work	70 °F	67 °F *	64 °F *	62 °F *

Adapted from NIOSH Criteria for a Recommended Standard: Occupational Exposure to Heat and Hot Environments and ACGIH "2017 TLVs and BEIs"

*** These activities are not recommended for persons of this body weight working under heat stress conditions. Special precautionary measures must be taken to reduce physical exertion and continually monitor workers for physiological signs of heat stress (e.g., body temperature and/or heart rate).**

Table 9. Recommended Alert Limit (RAL) for 75% Work & 25% Rest Each Hour

Work Category	Example	REL for 154 lb. Person	REL for 200 lb. Person	REL for 250 lb. Person	REL for 300 lb. Person
Light	Sitting, standing, light arm/hand work and occasional walking	82 °F	79 °F	77 °F	75 °F
Moderate	Normal walking, moderate lifting	78 °F	75 °F	73 °F	71 °F *
Heavy	Heavy material handling, walking at a fast pace	76 °F	73 °F *	70 °F *	68 °F *
Very Heavy	Pick and shovel work	73 °F	70 °F *	68 °F *	66 °F *

Adapted from NIOSH Criteria for a Recommended Standard: Occupational Exposure to Heat and Hot Environments and ACGIH "2017 TLVs and BEIs"

*** These activities are not recommended for persons of this body weight working under heat stress conditions. Special precautionary measures must be taken to reduce physical exertion and continually monitor workers for physiological signs of heat stress (e.g., body temperature and/or heart rate).**

Table 10. Recommended Alert Limit (RAL) for 50% Work & 50% Rest Each Hour

Work Category	Example	REL for 154 lb. Person	REL for 200 lb. Person	REL for 250 lb. Person	REL for 300 lb. Person
Light	Sitting, standing, light arm/hand work and occasional walking	84 °F	81 °F	79 °F	77 °F
Moderate	Normal walking, moderate lifting	81 °F	78 °F	76 °F	73 °F *
Heavy	Heavy material handling, walking at a fast pace	78 °F	76 °F *	73 °F *	71 °F *
Very Heavy	Pick and shovel work	77 °F	74 °F *	72 °F *	69 °F *

Adapted from NIOSH Criteria for a Recommended Standard: Occupational Exposure to Heat and Hot Environments and ACGIH "2017 TLVs and BEIs"

*** These activities are not recommended for persons of this body weight working under heat stress conditions. Special precautionary measures must be taken to reduce physical exertion and continually monitor workers for physiological signs of heat stress (e.g., body temperature and/or heart rate).**

Table 11. Recommended Alert Limit (RAL) for 25% Work & 75% Rest Each Hour

Work Category	Example	REL for 154 lb. Person	REL for 200 lb. Person	REL for 250 lb. Person	REL for 300 lb. Person
Light	Sitting, standing, light arm/hand work and occasional walking	86 °F	83 °F	80 °F	78 °F
Moderate	Normal walking, moderate lifting	83 °F	80 °F	78 °F	76 °F *
Heavy	Heavy material handling, walking at a fast pace	81 °F	78 °F *	76 °F *	74 °F *
Very Heavy	Pick and shovel work	80 °F	77 °F *	75 °F *	73 °F *

Adapted from NIOSH Criteria for a Recommended Standard: Occupational Exposure to Heat and Hot Environments and ACGIH "2017 TLVs and BEIs"

*** These activities are not recommended for persons of this body weight working under heat stress conditions. Special precautionary measures must be taken to reduce physical exertion and continually monitor workers for physiological signs of heat stress (e.g., body temperature and/or heart rate).**

Step 5. Determine Risk Level

The risk level is assessed by comparing the WBGT-Effective to the REL for acclimated workers or RAL for unacclimated workers. If the WBGT-Effective exceeds the respective REL or RAL, then additional workplace controls are required to protect workers from heat stress and heat-related illnesses.

Acclimated Workers: Hazard Quotient

A hazard quotient (HQ) is used to evaluate the risk level for acclimated workers. The formula for HQ-Acclimated for use with acclimated workers is:

$$MMHH-CCCEEMNCEAAAMCEEEbb = \frac{WWWWW-EEEEEEEEEEEEEE}{RREERR}$$

Interpretation of the HQ-Acclimated

If the HQ-Acclimated is below 1.0, then no heat stress hazard is anticipated and workers should be able to perform duties without additional control measures. However, if the HQ-Acclimated exceeds 1.0, then it is anticipated that workers will be at risk of heat stress and heat-related illnesses. In these cases, multiple heat-illness prevention strategies (controls) must be implemented to adequately protect workers. The risk level, determined in Table 12 can aid in the implementation of controls.

Unacclimated Workers: Hazard Quotient

A hazard quotient (HQ) is used to evaluate the risk level for unacclimated workers. The formula for HQ-Unacclimated for use with unacclimated workers is:

$$MMHH-UUmEEEEEEAAAMCEEEbb = \frac{WWWWW-EEEEEEEEEEEEEE}{RRCRR}$$

Interpretation of the HQ-Unacclimated

If the HQ-Unacclimated is below 1.0, then no heat stress hazard is anticipated and workers should be able to perform duties without additional control measures.

However, if the HQ-Unacclimated exceeds 1.0, then it is anticipated that workers will be at risk of heat stress and heat-related illnesses. In these cases, multiple heat-illness prevention strategies (controls) must be implemented to adequately protect workers.

The risk level, determined in Table 12 can aid in the implementation of controls.

Risk Level

Table 12 is a general guideline for use in determining the risk level for heat stress for both acclimated and unacclimated workers. The risk levels can be used to determine the adequacy of controls needed to protect workers.

Table 12. Risk Level for Acclimated and Unacclimated Workers

HQ	< 1.0	1.0-1.02	1.03-1.04	1.04-1.07	> 1.07
Risk Level	Low	Moderate	High	Very High	Severe

IX. HEAT-ILLNESS PREVENTION STRATEGIES

When the HQ is above 1.0, heat-illness prevention controls need to be implemented to protect workers. The heat-illness prevention strategies are broken down into five (5) steps:

1. First, implement controls aimed at reducing the hazard quotient (HQ).
2. Second, when the risk level is high, very high or severe, then incorporate physiological monitoring (e.g., body temperature and/or heart rate) as a precautionary measure to identify heat stress before a more serious condition or illness arises.
3. Third, implement engineering controls to reduce heat stress conditions.
4. Fourth, implement administrative controls to address acclimatization issues and/or reduce heat stress conditions.
5. Fifth, provide workers personal protective clothing and equipment to reduce heat stress conditions.

The heat-illness prevention strategies vary slightly for unacclimated workers. If workers have not worked in a hot environment within the previous week, then those workers must be placed in an acclimatization program designed to gradually acclimate them to work in a hot environment.

Step 1. Implement Controls to Reduce Hazard Quotient and Risk Level

The first step in the heat-illness prevention strategy is to evaluate those factors used in the heat hazard assessment and determine what changes could be made to reduce the hazard quotient (HQ) to a value below 1.0, a low risk level. Examples of effective controls include:

1. Suspend activities during the hottest part of the day and change to work schedule to cooler times of the day. [HIGHLY EFFECTIVE]
2. Provide shade or shelter from the sun and eliminate solar irradiance to 0 Watts/m². [HIGHLY EFFECTIVE]

3. When feasible, eliminate use of chemical vapor-barrier coveralls, such as encapsulating suits and whole-body chemical protective suits during hottest parts of day. [HIGHLY EFFECTIVE]
4. When feasible, eliminate double clothing layers. [HIGHLY EFFECTIVE]
5. When feasible, use mechanical and powered equipment to reduce worker physical exertion, especially heavy physical exertion. This includes the use of forklifts, hoists, earthmoving equipment (backhoes, loaders and excavators), conveyers, portable power tools (e.g., rotary auger in place of hand shoveling), etc. [HIGHLY EFFECTIVE]
6. When feasible, change the work-rest schedule to ensure workers receive adequate rest breaks, which will decrease accumulation of body heat. [MODERATELY TO HIGHLY EFFECTIVE]
7. If air temperatures are below 95 °F (skin temperature) and air velocities are less than 1-2 mph, then increasing the air velocity at workers using portable fans can be an effective control to increase cooling. Caution: If air temperatures are above 95 °F, then heat will be added to workers by convection, which puts them at risk of heat stress. [MODERATELY EFFECTIVE]
8. When feasible, adjust work clothing to lighter, more breathable cotton fabrics or change coveralls to a more breathable material. [SLIGHTLY EFFECTIVE]

Step 2. When Risk Level is High Incorporate Physiological Monitoring

When the risk level is high, very high or severe, then it is important to incorporate physiological monitoring (e.g., body temperature and/or heart rate) as a measure to identify heat stress before a more serious condition or illness arises. At a minimum, either body temperature or recovery heart rate should be monitored. Body weight is recommended to ensure workers are properly hydrated.

Oral Body Temperature

Oral temperature is inexpensive, reliable and easy to obtain in the field. It is important to use a reliable and accurate clinical thermometer and to use the thermometer

according to the manufacturer's instructions. Disposable oral thermometers are available and can be an inexpensive solution; however, readings will take longer (e.g., 3-4 minutes). Some digital oral thermometers can deliver an accurate reading in as little as 30 seconds. It is important to make sure the thermometer is stored in a cool environment and not exposure to temperatures above 95 °F. In addition, readings should not be taken within 15-minutes of consuming hot or cool liquids and foods or if the worker is breathing heavy (mouth breathing).

The generally accepted and recommended guideline is that worker oral temperatures should not exceed 99.5 °F. As a precautionary measure, when the oral temperature is elevated above 99.1 °F, adjust the work-rest schedule to increase the frequency and duration of rest breaks or take other preventative measures.

Follow the guidelines in Table 13 for collecting and interpreting oral temperatures.

Table 13. Collection and Interpretation of Oral Temperatures

STEP	Instructions
Schedule times for collection of oral temperature	During the hottest times of the workday, collect oral temperatures at least every hour. Under severe conditions, the cycle should be at least every 30 minutes.
Collect oral temperature	<p>If worker is not breathing heavily (mouth breathing), then collect oral temperature at a scheduled rest breaks, before consumption of water or fluids.</p> <p>If worker is breathing heavily, then have him/her first drink fluids and collect temperature at end of rest break, 15-minutes after drinking fluids.</p>
Thermometer reading less than 99.1 °F	If thermometer reading is less than 99.1 °F, then resume normal work activities and work-rest schedule.
Thermometer reading 99.2 to 99.5 °F	If thermometer reading is 99.2 to 99.5 °F, then take precautionary measures to reduce heat stress (e.g., adjust work-rest schedule or implement additional controls)
Thermometer reading above 99.5 °F	If thermometer reading is above 99.5 °F, then suspend work and physical exertion within the hot environment and take immediate actions to cool body temperature (e.g., relocate to a cool environment with air movement and provide cool fluids). Monitor body temperature and continue cooling efforts until body temperature returns to a normal temperature below 99 °F. Seek medical attention if worker exhibits additional signs of heat exhaustion or temperature does not drop or continues to elevate at rest.
Thermometer reading above 101.2 °F	If thermometer reading is above 101.2 °F, then seek immediate medical attention and take immediate actions to cool his/her body temperature assuming potential heat stroke conditions (e.g., relocate to a cool environment with air movement, remove excess clothing, spray his/her body with cool water and fan vigorously, and pack ice in armpits and groin area).

Recovery Heart Rate (Pulse Rate)

If done properly, the recovery heart rate, as a pulse rate, is a good indicator of body temperature and heat stress. In addition, when a worker becomes dehydrated the volume of blood reduces and the heart rate can increase significantly. For simplicity, a modified Brouha method as described by NIOSH is recommended. The method involves taking an initial pulse rate reading at the beginning of a scheduled rest break. With the worker sitting and resting, an initial pulse rate reading is collected (P1) and if the pulse rate is above 110 bpm, then pulse rate readings are collected at a two-minute (P2) and four-minute (P3) interval. The general guidelines for interpretation are:

1. If the pulse rate does not drop to below 110 bpm (beats per minute) during the test, then this indicates heat stress conditions are above an acceptable level. The resting heart rate is too high, which indicates the work rate is too high for the individual.
2. With a starting pulse rate above 110 bpm, if the difference between two-minute intervals is less than 10 bpm, then this also indicates heat stress conditions are above an acceptable level. The heart rate is not effectively recovering at rest, which also indicates the work rate is too high for the individual. It could also indicate dehydration.

There can be variation among individuals and some may exhibit much lower or higher resting pulse rates. The heart rate recovery evaluation is designed to account for this. However, a qualified medical provider should examine individuals with pre-work pulse rates above 100 bpm when at normal rest. High resting pulse rates could be indicative of an underlying medical condition.

Methods for Collecting Pulse Rate

Use of a reliable and accurate clinical pulse rate device for the finger, wrist or chest is recommended. As the pulse rate will change with time, it is important to collect the

pulse rate within a consistent and short interval (e.g., 5 to 10 seconds). Use the guidelines provided by the device manufacture when collecting pulse rates.

The pulse rate can be collected manually by counting the pulses at the inner wrist just below the palm on the thumb or neck to the side of the windpipe over a 30 second timed interval (e.g., using a stopwatch). Use the index and middle fingers to detect a pulse and do not start counting until a reliable pulse can be detected. A slight amount of pressure may be necessary. The number of pulses is then multiplied by 2 to give the pulse rate in bpm.

Follow the guidelines in Table 14 for collecting and interpreting pulse rate and heart rate recovery.

Table 14. Collection and Interpretation of Pulse Rates

STEP	Instructions
Schedule times for collection of pulse rates	During the hottest times of the workday, collect pulse rates at least every hour. Under severe conditions, the cycle should be at least every 30 minutes. The pulse rate needs to be collected at the start of the rest break, within the first few minutes.
Collect initial pulse rate (P1)	Have the work sit on a stool or chair and rest. Collect the initial pulse rate within a few minutes after the worker has stopped working, at the start of the rest break.
If the pulse rate is below 110 bpm	If the pulse rate is below 110 bpm, then resume normal work activities and work-rest schedule.
If the pulse rate is above 110 bpm	If the pulse rate is above 110 bpm, then evaluate heart rate recovery by collecting two additional pulse rate measurements at two-minute intervals.
If differences between 2-minute intervals is <u>greater</u> than 10 bpm and the pulse rate drops below 110 bpm	If differences between 2-minute intervals is <u>greater than 10 bpm and the pulse rate drops below 110 bpm</u> , then resume normal work activities and work-rest schedule.
If differences between 2-minute intervals is <u>less</u> than 10 bpm	If differences between 2-minute intervals is <u>less than 10 bpm</u> , then suspend work and physical exertion within the hot environment and take immediate actions to cool his/her body temperature (e.g., relocate to a cool environment with air movement and provide cool fluids). Monitor pulse rate and/or body temperature and continue cooling efforts until pulse rate drops below 90 bpm or body temperature returns to a normal temperature below 99 °F. Seek medical attention if worker exhibits additional signs of heat exhaustion or pulse rate and/or temperature do not drop or continue to elevate at rest.
Re-check pulse rate after 10 minutes	If the resting pulse rate remains above 110 bpm after 10 minutes of rest, then seek immediate medical attention and take immediate actions to cool his/her body temperature assuming potential heat stroke conditions (e.g., relocate to a cool environment with air movement, remove excess clothing, spray his/her body with cool water and fan vigorously, and pack ice in armpits and groin area).

Monitoring Weight Loss – In Addition to Body Temperature or Heart Rate Recovery

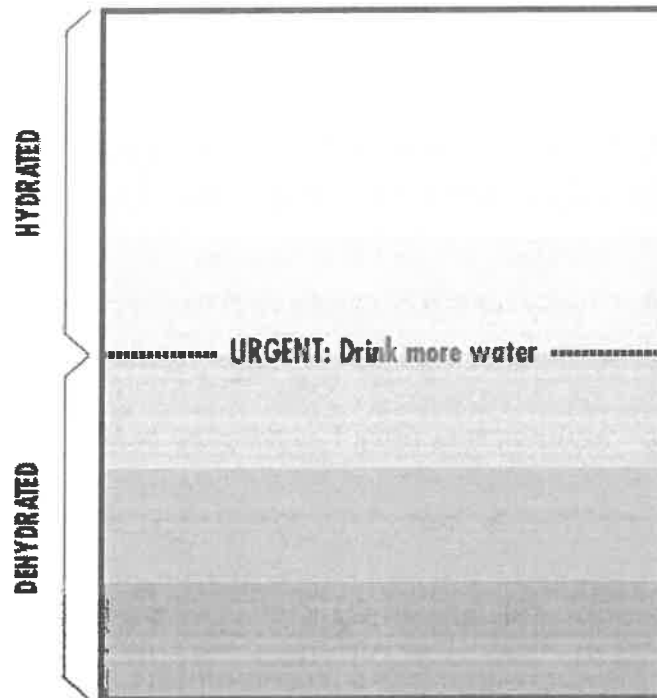
Weight loss is a good indicator of potential dehydration, which can lead to heat stress and heat-related illnesses. However, it is not a good indicator of heat stress or illness in itself. Having workers check their body weight during rest breaks can be an effective way for them to monitor water intake during work that involves physical exertion. As a general rule when using a reliable scale that can read body weight within ± 0.25 lbs., if a worker loses more than 1.5% of their body weight then he/she is likely not taking in enough water to replace the water lost due to sweating. This assumes that the worker is wearing clothing that will allow sweat to evaporate from the skin and not be trapped within the clothing (e.g., chemical protective and impermeable suits can trap sweat).

Monitoring Urine Color – In Addition to Body Temperature or Heart Rate Recovery

Urine color can be a good indicator of potential dehydration, which can lead to heat stress and heat-related illnesses. However, it is not a good indicator of heat stress or illness in itself. In some cases underlying diseases, medications or even some foods may affect urine color. Having workers check their urine color against a color chart can help them to monitor water intake during work that involves physical exertion. Normal urine should be a pale yellow. The below urine color chart can be used to help a worker determine if he/she is properly hydrated. Some diets, medications and illnesses may affect results.

Urine Color Chart

Are you hydrated?



Source: NIOSH Occupational Exposure to Heat and Hot Environments (2016)

Step 3. Implement Engineering Controls

When the risk level is moderate or above, then implementation of effective engineering controls are recommended over administrative or protective clothing controls. The following are examples of effective engineering controls.

7. Reduce physical exertion and physical demands of work through use of powered tools and equipment, especially for tasks involving heavy lifting.
8. Reduce radiant heat loading from the sun or other sources of radiant heat (e.g., furnaces, combustion engines and compressors, hot surfaces, heated transfer lines, windows receiving intense sun, etc.). One effective method is to place line-

of-sight, reflective barriers between the heat source and workers. Another method is to insulate hot surfaces, such as furnaces.

9. If air temperatures are below 95 °F, then increase air speed across skin of workers using fans or air movers, to increase evaporative cooling from skin.
10. If air temperatures are above 95 °F, then reduce air speed across skin of workers, to reduce convective heat transfer from air to skin.
11. If humidity is below 50%, then evaporative coolers and portable fans with water mist systems can be used to effectively cool the air by about 10 to 20 °F.
12. Decrease humidity to below 50% to increase evaporative cooling from sweating.

Implement Administrative Controls

When the risk level is moderate or above, then implementation of effective administrative controls are recommended when effective engineering controls are not feasible. Additionally, unacclimated workers must be placed in an acclimatization program designed to gradually acclimate them to work in a hot environment. This includes workers that have not previously worked in a hot environment within the previous week.

Acclimatization Program

The goal of an acclimatization program is to gradually increase exposure time under hot environmental conditions over 7 to 14 days. This allows the body to adjust to the hot conditions, which will result in more efficient evaporative cooling, a more efficient heart rate recovery and less stress on the heart. Use the following guidelines for acclimating workers to work under hot conditions.

1. For new workers, on day one schedule less than 20% of the work duration in the hot environment and then increase that no more than 20% each day. As an example, for an 8-hour work shift:
 - a. On day one, schedule no more than 1.6 hours under hot conditions.
 - b. On day two, schedule no more than 3.2 hours under hot conditions.

- c. On day three, schedule no more than 4.8 hours under hot conditions.
 - d. On day four, schedule no more than 6.4 hours under hot conditions.
 - e. On day five, schedule no more than 8 hours under hot conditions.
- 2. For workers with experience on the job, on day one schedule less than 50% of the work duration in the hot environment, 60% on day two, 80% on day three and 100% on day four. As an example, for an 8-hour work shift:
 - a. On day one, schedule no more than 4 hours under hot conditions.
 - b. On day two, schedule no more than 4.8 hours under hot conditions.
 - c. On day three, schedule no more than 6.4 hours under hot conditions.
 - d. On day four, schedule no more than 8 hours under hot conditions.

Administrative Controls

The following are examples of effective administrative controls.

- 12. Schedule work or work requiring heavy physical exertion during the coolest parts of the day.
- 13. Modify the work-rest schedule to shorten heat exposure periods by including frequent rest breaks. Shorter, more frequent breaks are more effective than longer, less frequent rest breaks.
- 14. Encourage adequate water intake at frequent intervals to prevent dehydration (e.g., one 8-ounce cup of cool water or an electrolyte replacement fluid every 15-20 minutes).
 - a. The supervisor or foreman is responsible for making sure drinking water is provided, plus:
 - i. Ensure that water containers are clean and sanitary prior to filling.
 - ii. Ensure water containers are filled at a sanitary location.
 - iii. Provide sufficient disposable cups and a place for disposing cups.
 - iv. Ensure workers do not share cups and dispose of used cups.
 - v. Prohibit workers from opening the cooler top to fill cups and instead have workers use the provided spigot.

- b. Pure and cool potable water must be made available to workers at no additional cost.
 - i. Do not use water from irrigation, sprinklers or firefighting systems.
 - ii. Do not use water from a garden hose, as it may contain contaminants from the hose and/or bacteria and other microbes.
 - c. Water quantities need to be sufficient and at least 1 quart per worker per hour for the entire shift.
 - d. Locate water containers as close as practicable at all times.
 - e. Encourage workers to frequently drink water and not wait until thirsty.
15. Provide a shaded and/or air-conditioned space nearby for rest and water breaks.
16. Train workers on the recognition of the signs and symptoms of heat-induced illness and on heat-illness prevention strategies.
17. Alert workers to extreme heat events or heat stress conditions and provide a short review of the heat-illness prevention strategies for the day.
18. Have worker work in pairs (buddy system) and monitor each other for signs and symptoms of heat stress or illness.
19. Instruct workers to avoid caffeine and alcohol before and during working in a hot environment.
20. Instruct workers to report illnesses or medical conditions that may put them at risk of heat stress (e.g., diarrhea, fever, infection, etc.)
21. Medically screen workers for work in hot environments.

Implement Personal Protective Clothing and Equipment Controls

If engineering and/or administrative controls are not feasible, then personal protective clothing and equipment should be used to reduce heat stress conditions. The following are examples of effective personal protective clothing and equipment controls.

- 5. Provide clothing designed to keep the body cool, such as air, cooled fluid or ice-cooled conditioned clothing.

6. Provide reflective clothing to reduce radiant heat loading from the sun or hot surfaces radiating heat.
7. If air temperatures are below 95 °F and worker is protected from radiant heat, then decrease clothing coverage or layers (when feasible) to increase evaporative cooling from skin. Caution: Do not remove clothing designed to protect workers from chemical, mechanical or other hazards without conducting a proper evaluation to address those hazards.
8. If air temperatures are above 95 °F, then increase clothing coverage to reduce air speed across skin of workers, which can help reduce convective heat transfer from air to skin.

X. MEDICAL EMERGENCIES

When workers are exposed to heat stress conditions, it is critical to ensure adequate supervision, first aid and medical services are readily available in the event a worker suffers from a heat illness. This includes ensuring adequate first aid supplies are available and supervisors and workers are trained on what to do if a co-worker suffers from a heat-related illness.

First Aid Supplies

The following first aid supplies for heat-induced illnesses need to be on hand.

1. Reliable oral thermometer for checking body temperature.
2. Reliable instrument or timer for checking heart rate.
3. Cool water or electrolyte replacement fluids.
4. Cold packs or ice packs for treatment of heat stroke.
5. Spray bottles with water or an available water source for treating heat stroke.

First Aid Providers

Each work site should have at least one person trained to administer first aid, with two or more preferred. The location, physical address and phone number of the nearest

hospital or emergency medical services must be obtained prior to the beginning of work activities under hot conditions. The following emergency response information must be obtained prior to the beginning of work activities.

1. Names, locations and phone numbers of all first aid trained supervisors or key personnel on site.
2. Phone numbers for on-site or local medical emergency services.
3. Address, phone number and directions from site to closest emergency medical services (e.g., hospital).
4. Physical address and detailed directions for emergency medical services. If the site is a remote location, then check with emergency medical services to ensure they can find the location. Some providers may require GPS coordinates.

First Aid Guidelines

See Section VI Training for the general first aid guidelines for heat-related illnesses, for supervisors and workers. It is important that all supervisors and workers know how to recognize the signs and symptoms of heat stress, when to call for emergency medical assistance and what steps they need to take to help the victim of heat stress until emergency services arrive.

XI. ENFORCEMENT

Constant awareness of and respect for heat stress hazards, and compliance with all safety rules are considered conditions of employment. The supervisor, as well as individuals responsible for safety and personnel, reserve the right to issue disciplinary warnings to employees, up to and including termination, for failure to follow the guidelines of this program.

XII. INCIDENT INVESTIGATIONS

All incidents that result in a worker suffering from a heat-related illness, regardless of their nature, shall be investigated and reported to management. It is an integral part of any safety program that documentation take place as soon as possible so that the cause and means of prevention can be identified to prevent a reoccurrence. A Worksite

Incident Form is provided in the Appendix. The form is to be completed and used to initiate an incident investigation with the goal of taking corrective actions to prevent future occurrences.

In the event that an employee suffers from a heat-related illness or some other related, serious incident occurs, this plan shall be reviewed to determine if additional practices, procedures, or training need to be implemented to prevent similar types of incidents from occurring.

VIII. CHANGES TO PLAN

The Safety Manager will review and approve any changes to the plan. The Safety Manager shall review this plan at least annually to determine if additional practices, procedures or training needs to be implemented to improve heat-illness prevention measures. Workers shall be notified and trained, if necessary, in the new procedures. A copy of this plan and all approved changes shall be maintained at the jobsite.

APPENDIX A: JOB SPECIFIC HEAT-ILLNESS PREVENTION PLAN

This plan is specific to the following project, in accordance with company policies and procedures as outlined in the Heat-Illness Prevention Plan:

Description	Details
1. Location of Job and Address (attach detailed directions as needed)	
2. Date Prepared or Modified	
3. Plan Prepared By	Name: Phone:
4. Plan Approved By	Name:
5. Plan Supervised By	Name: Phone:
6. First Aid and Emergency Medical Services Contacts	First Aid Name(s): Phone: Alternate Phone: Emergency Medical Services: Phone: Local Hospital: Phone:

Identified Heat Stress Hazards (Check those that apply)

- 1. Outside work with sun exposure and temperatures above 70 ° _____
- 2. Work around hot processes and/or radiant heat sources _____
- 3. Workers will wear vapor barrier chemical protective suits _____
- 4. Work under high relative humidity conditions (e.g., greater than 50%) _____
- 5. Low wind speeds or lack of air movement _____
- 6. Manual labor and tasks requiring physical exertion _____
- 7. Workers not acclimated to work in hot environments _____
- 8. Workers wearing multiple layers of clothing _____
- 9. Other: _____
- 10. Other: _____
- 11. Other: _____

Does a Heat Hazard Evaluation Need to be Conducted?

Conduct a Heat Hazard Assessment if the answer is "YES" to any of the following:

Condition	NO	YES
Items 1, 2 or 3 were checked above.		
More than two of the above items were checked.		
There is a valid concern regarding heat stress. Concern:		

Heat Hazard Assessment

Use the National Weather Service data and Argonne Heat Stress Calculator to determine the WBGT for the hottest 1-2 hours of work.

Parameter (Units of Measure)	Initial Value	After Controls Have Been Initiated to Reduce HQ
Air temperature (°F)		
Relative Humidity (%)		
Barometric Pressure (inches Hg)		
Wind speed (mph)		
Cloud Cover & Resulting Solar Irradiance (Watts/m ²)		
Date (Month, Day and Year)		
Hottest Time of Day (Hour, Minute and AM/PM)		
Latitude (°N)		
Longitude (°W)		
Resulting WBGT (°F)		
Clothing Adjustment Factor (CAF)		
WBGT-Effective (°F) = WBGT + CAF		
Determine Work Demands and Metabolic Heat		
Relevant REL or RAL (°F)		
Hazard Quotient (HQ)		
Risk Level		

Corrective Actions that will be taken to Prevent Heat Stress

1. Step 1: Implement Controls to Reduce Hazard Quotient and Reduce Risk Level

- a. Action: _____
- b. Action: _____
- c. Action: _____
- d. Revised Risk Level: _____

2. Step 2: Implement Physiological Monitoring for High Risk Levels

- a. _____ Oral Body Temperature
- b. _____ Heart Rate Recovery
- c. Added _____ Body Weight or _____ Urine Color Monitoring for Dehydration

3. Step 3: Implement Engineering Controls

- a. Action: _____
- b. Action: _____
- c. Action: _____

4. Step 4: Implement Administrative Controls

- a. Action: _____
- b. Action: _____
- c. Action: _____

5. Step 4: Implement Protective Clothing or Equipment Controls

- a. Action: _____
- b. Action: _____
- c. Action: _____

APPENDIX B: WORKSITE INCIDENT FORM

This Worksite Incident Form is to be completed and turned into the employer following any cases of heat-related illness. No matter how serious the illness (e.g., heat cramps or increased resting heart rate), it should be reported to facilitate an investigation and ensure a more serious incident does not occur later. The goal of the incident investigation is to take necessary corrective actions to prevent further occurrences.

Worker Name: _____ Date: _____

Worker Job Title: _____ Time: _____

Job Location: _____

Location of incident: _____

WBGT-Effective _____ °F and (circle one) REL / RAL _____ °F

HQ _____ and Risk Level _____

Were you able to interview the worker? ___Yes ___No

How many witnesses did you interview? _____

Names and titles of all witnesses interviewed: _____

Provide a detailed description of the incident. Include relevant events leading up to, during and after the incident.

Identify and describe any of the below factors that contributed to the incident:

1. Failure to follow safety procedures
2. Faulty equipment, machinery or tools
3. An unidentified heat stress hazard(s)
4. The work environment and conditions
5. Environmental conditions (e.g., weather)
6. Improper work procedures
7. Lack of proper training

Recommend corrective actions that should be initiated to prevent future incidents

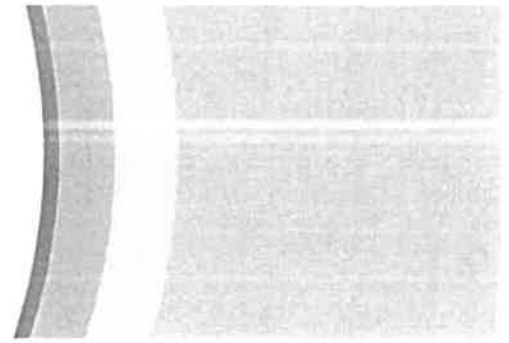
Preparer Name: _____

Preparer signature: _____

Date: _____



Heat Illness Prevention



Employer Checklist for Outdoor and Indoor Heat-Related Injury and Illness Prevention

OSHA has developed this checklist to help employers identify potential sources of heat hazards in their workplaces and develop a plan to address and respond to these hazards. An effective safety and health program must include Management Leadership, which is demonstrated when business owners, managers, and supervisors commit to controlling hazards, protecting workers, and continuously improving workplace safety and health. The Occupational Safety and Health Act requires employers to provide workplaces free of known safety hazards. This includes protecting workers from extreme heat, which is a recognized hazard that millions of workers are exposed to each year. In order to fulfill this responsibility, employers should conduct routine workplace self-inspections to identify heat-related hazards, control identified heat-related hazards, and monitor and evaluate hazard controls to verify that they continue to be effective. This checklist helps employers identify their job-related risk factors for heat exposure, assess their preparedness, determine where challenges exist, and develop effective ways to control their heat-related risk and make their workplaces safer.

Directions:

Review and answer the questions on the checklist to identify if your workplace has job-related risk factors for heat exposure.

Section 1 helps you identify job-related risk factors for heat exposure in your workplace:

1. For each question, mark the answer (Yes, No, N/A) that is most applicable to your workplace.
2. If you answer "Yes" to any of the questions, continue to section 2 of the checklist to assess your preparedness.

Section 2 helps you assess your preparedness to prevent heat-related injuries and illnesses in your workplace:

3. For each question, mark the answer (Yes, No, N/A) that is most applicable to your workplace.
4. If you answer "No," to any of the questions, identify the specific actions you will take to show your commitment to reducing the risk of heat-related injuries and illnesses in your workplace.

At the end of the checklist, you will find links to additional resources on heat-related injury and illness and exposure that could help you find strategies that work for your business and augment the workplace-specific strategies identified during your initial survey.



Heat Illness Prevention

Heat-Related Injury and Illness Prevention	Yes	No	N/A	Comment
Section 1: Are any of these job-related risk factors for heat exposure present in your workplace?				
Outdoor work in warm/hot weather or direct sun	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Indoor work in warm/hot environments with heat sources such as ovens, fires, hot tar, and/or other radiant heat sources	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Moderate to strenuous physical activity performed in warm/hot indoor or outdoor environments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Heavy or non-breathable work clothes and/or personal protective equipment worn in warm/hot indoor or outdoor environments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
High relative humidity combined with a warm/hot indoor or outdoor environment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other factors not listed above, such as lack of air movement or lack of air-conditioning, combined with a warm/hot indoor or outdoor environment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	EMPLOYEES ARE INSTRUCTED TO MOVE FROM WARM AIR SITUATIONS TO COOL AIR
Section 2: If you checked "Yes" for any of the above, use the following checklist to assess your preparedness:				
A written plan is in place to prevent heat-related injury and illness	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
The plan contains procedures that should be used during heat events, such as when the National Weather Service issues a heat advisory or heat warning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
The plan requires the assessment of environmental heat at the worksite (e.g., continually monitoring temperature, heat index, or Wet Bulb Globe Temperature [WBGT]) and considers how physical activity and clothing/PPE affect heat stress of workers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Procedures are in place to determine throughout the workday if heat is hazardous to workers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A designated, trained individual at the worksite is responsible for assessing and monitoring conditions (e.g., temperature and humidity) and workers for symptoms of heat-related injury and illness (see OSHA: Signs and Symptoms of Heat Illness), implementing the heat plan when necessary, and notifying workers when the heat plan is in effect	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
An acclimatization plan is in place to modify work duties for and to closely supervise (1) new workers, (2) temporary or contract workers, and (3) workers returning from extended leave to ensure they gradually build tolerance to heat. The plan should also require supervisors to monitor these workers for symptoms of heat-related injury and illness	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



Heat Illness Prevention

Heat-Related Injury and Illness Prevention	Yes	No	N/A	Comment
Engineering controls (e.g., shade structures with cool air temperatures, reflective barriers, ventilation) are used to reduce heat stress	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Fluids (e.g., cool, potable water, sports drinks) are readily available and are provided to workers, and supervisors ensure they are hydrating	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Rest breaks are provided and their length and frequency are adjusted, as needed. Supervisors ensure breaks are taken	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Shade or a cooled area for rest and hydration breaks is provided	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A buddy system is in place so workers observe each other for signs of heat-related injury and illness	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Supervisors and workers have a way to contact emergency services. Instructions for what to do in case of a heat-related medical emergency are posted at the worksite	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Supervisors and workers are provided with proper training in a language they understand on the following topics:				
• Identifying and controlling heat hazards and understanding environmental risk factors	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
• Recognizing the signs and symptoms of heat-related injuries and illnesses	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
• Understanding that there are individual factors that may impact workers' risk for developing heat illness	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
• Administering first aid and CPR for heat-related illness	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
• Activating emergency medical services quickly when needed	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Workers know how to and are expected to report to the employer any symptoms of heat-related injuries or illnesses that develop while working	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Additional Resources

- OSHA: [Signs and Symptoms of Heat Illness](#)
- OSHA: [Heat Illness Prevention Campaign](#)
- OSHA: [Safety and Health Topics: Heat](#)
- OSHA: [Technical Manual - Heat Stress](#)
- OSHA-NIOSH [Heat Safety Tool](#)
- NIOSH: [Heat Stress](#)
- NOAA: [Heat Safety Tips and Resources](#)

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

RESOLUTION
RESOLUTION NO. 25-220

TITLE: RESOLUTION AMENDING RESOLUTION NO. 25-128 TO SPECIFY THE LICENSE TERM FOR PLENARY RETAIL CONSUMPTION LICENSE RENEWAL – KIMCNEFOODS-KALBI RESTAURANT

WHEREAS, the Governing Body of the Borough of Englewood Cliffs previously adopted Resolution No. 25-128 on June 19, 2025 authorizing the renewal of a Plenary Retail Consumption License for Kimcnefoods-Kalbi Restaurant, License No. 0216-33-002-007; and

WHEREAS, the adopted Resolution inadvertently omitted the required license term for said license; and

WHEREAS, it is necessary to amend Resolution No. 25-128 to include the proper license 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. 25-128, adopted on June 19, 2025, is hereby amended to specify that the renewal of Plenary Retail Consumption License No. 0216-33-002-007 issued to **Kimcnefoods-Kalbi Restaurant at 150 Sylvan Avenue, Englewood Cliffs, NJ 07632** is for the license term **July 1, 2025 through June 30, 2026**.

BE IT FURTHER RESOLVED that all other provisions of Resolution No. 25-128 shall remain in full force and effect.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s) was adopted at a Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held this 19th day of June 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Intashan Chowdhury, MPA
Acting Municipal Clerk

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

RESOLUTION
RESOLUTION NO. 25-221

TITLE: RESOLUTION AMENDING RESOLUTION NO. 25-129 TO SPECIFY THE LICENSE TERM FOR PLENARY RETAIL CONSUMPTION LICENSE RENEWAL – PANCAKE REPUBLIX EC INC

WHEREAS, the Governing Body of the Borough of Englewood Cliffs previously adopted Resolution No. 25-129 on June 19, 2025 authorizing the renewal of a Plenary Retail Consumption License for Pancake Republic EC Inc, License No. 0216-33-007-012; and

WHEREAS, the adopted Resolution inadvertently omitted the required license term for said license; and

WHEREAS, it is necessary to amend Resolution No. 25-129 to include the proper license 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. 25-129, adopted on June 19, 2025, is hereby amended to specify that the renewal of Plenary Retail Consumption License No. 0216-33-007-012 issued to **Pancake Republic EC Inc** at 717 Palisade Avenue, Englewood Cliffs, NJ 07632 is for the license term **July 1, 2025 through June 30, 2026**.

BE IT FURTHER RESOLVED that all other provisions of Resolution No. 25-129 shall remain in full force and effect.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s) was adopted at a Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held this 19th day of June 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Intashan Chowdhury, MPA
Acting Municipal Clerk

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

RESOLUTION
RESOLUTION NO. 25-222

TITLE: RESOLUTION AMENDING RESOLUTION NO. 25-130 TO SPECIFY THE LICENSE TERM FOR PLENARY RETAIL CONSUMPTION LICENSE RENEWAL – JJ BADA OPERATING 464 CORP

WHEREAS, the Governing Body of the Borough of Englewood Cliffs previously adopted Resolution No. 25-129 on June 19, 2025 authorizing the renewal of a Plenary Retail Consumption License for JJ Bada Operating 464 Corp, License No. 0216-33-006-011; and

WHEREAS, the adopted Resolution inadvertently omitted the required license term for said license; and

WHEREAS, it is necessary to amend Resolution No. 25-130 to include the proper license 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. 25-130, adopted on June 19, 2025, is hereby amended to specify that the renewal of Plenary Retail Consumption License No. 0216-33-006-011

issued to JJ Bada Operating 464 Corp at 464 Sylvan Ave, Englewood Cliffs, NJ 07632, NJ 07632 is for the license term **July 1, 2025 through June 30, 2026**.

BE IT FURTHER RESOLVED that all other provisions of Resolution No. 25-130 shall remain in full force and effect.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s) was adopted at a Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held this 19th day of June 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Intashan Chowdhury, MPA
Acting Municipal Clerk

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

RESOLUTION
RESOLUTION NO. 25-223

TITLE: RESOLUTION AMENDING RESOLUTION NO. 25-131 TO SPECIFY THE LICENSE TERM FOR PLENARY RETAIL CONSUMPTION LICENSE RENEWAL – E&H 487 CORPS (BICYCLE CLUB)

WHEREAS, the Governing Body of the Borough of Englewood Cliffs previously adopted Resolution No. 25-131 on June 19, 2025 authorizing the renewal of a Plenary Retail Consumption License for E&H 487 Corps (Bicycle Club), License No. 0216-33-003-008; and

WHEREAS, the adopted Resolution inadvertently omitted the required license term for said license; and

WHEREAS, it is necessary to amend Resolution No. 25-131 to include the proper license 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. 25-131, adopted on June 19, 2025, is hereby amended to specify that the renewal of Plenary Retail Consumption License No. 0216-33-003-008 issued to E&H 487 Corps (Bicycle Club) at 487 Sylvan Ave, Englewood Cliffs, NJ 07632

is for the license term **July 1, 2025 through June 30, 2026.**

BE IT FURTHER RESOLVED that all other provisions of Resolution No. 25-131 shall remain in full force and effect.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s) was adopted at a Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held this 19th day of June 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Intashan Chowdhury, MPA
Acting Municipal Clerk

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

RESOLUTION
RESOLUTION NO. 25-224

TITLE: RESOLUTION AMENDING RESOLUTION NO. 25-132 TO SPECIFY THE LICENSE TERM FOR PLENARY RETAIL CONSUMPTION LICENSE RENEWAL – INKAD LLC

WHEREAS, the Governing Body of the Borough of Englewood Cliffs previously adopted Resolution No. 25-132 on June 19, 2025 authorizing the renewal of a Plenary Retail Consumption License for Inkad LLC License No. 0216-33-004-012; and

WHEREAS, the adopted Resolution inadvertently omitted the required license term for said license; and

WHEREAS, it is necessary to amend Resolution No. 25-132 to include the proper license 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. 25-132, adopted on June 19, 2025, is hereby amended to specify that the renewal of Plenary Retail Consumption License No. 0216-33-004-012 issued to Inkad LLC at 14 Sylvan Ave, Englewood Cliffs, NJ 07632 is for the license term **July 1, 2025 through June 30, 2026**.

BE IT FURTHER RESOLVED that all other provisions of Resolution No. 25-132 shall remain in full force and effect.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s) was adopted at a Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held this 19th day of June 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Intashan Chowdhury, MPA
Acting Municipal Clerk

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

RESOLUTION
RESOLUTION NO. 25-225

TITLE: RESOLUTION AMENDING RESOLUTION NO. 25-133 TO SPECIFY THE LICENSE TERM FOR PLENARY RETAIL CONSUMPTION LICENSE RENEWAL – GRISSINI

WHEREAS, the Governing Body of the Borough of Englewood Cliffs previously adopted Resolution No. 25-133 on June 19, 2025 authorizing the renewal of a Plenary Retail Consumption License for Grissini License No. 0216-33-004-012; and

WHEREAS, the adopted Resolution inadvertently omitted the required license term for said license; and

WHEREAS, it is necessary to amend Resolution No. 25-133 to include the proper license 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. 25-133, adopted on June 19, 2025, is hereby amended to specify that the renewal of Plenary Retail Consumption License No. 0216-33-004-012 issued to Grissini at 484 Sylvan Ave, Englewood Cliffs, NJ 07632 is for the license term **July 1, 2025 through June 30, 2026**.

BE IT FURTHER RESOLVED that all other provisions of Resolution No. 25-133 shall remain in full force and effect.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s) was adopted at a Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held this 19th day of June 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Intashan Chowdhury, MPA
Acting Municipal Clerk

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

RESOLUTION
RESOLUTION NO. 25-226

TITLE: RESOLUTION AMENDING RESOLUTION NO. 25-134 TO SPECIFY THE LICENSE TERM FOR PLENARY RETAIL CONSUMPTION LICENSE RENEWAL – STEAKHOUSE ON THE CLIFFS

WHEREAS, the Governing Body of the Borough of Englewood Cliffs previously adopted Resolution No. 25-134 on June 19, 2025 authorizing the renewal of a Plenary Retail Consumption License for Steakhouse on the Cliffs License No. 0216-33-004-012; and

WHEREAS, the adopted Resolution inadvertently omitted the required license term for said license; and

WHEREAS, it is necessary to amend Resolution No. 25-134 to include the proper license 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. 25-134, adopted on June 19, 2025, is hereby amended to specify that the renewal of Plenary Retail Consumption License No. 0216-33-004-012 issued to Steakhouse on the Cliffs at 18 Sylvan Ave, Englewood Cliffs, NJ 07632 is for the license term **July 1, 2025 through June 30, 2026**.

BE IT FURTHER RESOLVED that all other provisions of Resolution No. 25-134 shall remain in full force and effect.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s) was adopted at a Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held this 19th day of June 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Intashan Chowdhury, MPA
Acting Municipal Clerk

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

RESOLUTION
RESOLUTION NO. 25-227

TITLE: RESOLUTION AMENDING RESOLUTION NO. 25-135 TO SPECIFY THE LICENSE TERM FOR PLENARY RETAIL CONSUMPTION LICENSE RENEWAL – ENGLEWOOD HOSPITALITY, LLC (LEFKES RESTAURANT)

WHEREAS, the Governing Body of the Borough of Englewood Cliffs previously adopted Resolution No. 25-135 on June 19, 2025 authorizing the renewal of a Plenary Retail Consumption License for Englewood Hospitality, LLC (Lefkes Restaurant), License No. 0216-33-001-008; and

WHEREAS, the adopted Resolution inadvertently omitted the required license term for said license; and

WHEREAS, it is necessary to amend Resolution No. 25-135 to include the proper license 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. 25-135, adopted on June 19, 2025, is hereby amended to specify that the renewal of Plenary Retail Consumption License No. 0216-33-001-008 issued to Englewood Hospitality, LLC (Lefkes Restaurant), at 495 Sylvan Ave, Englewood Cliffs, NJ 07632 is for the license term **July 1, 2025 through June 30, 2026**.

BE IT FURTHER RESOLVED that all other provisions of Resolution No. 25-135 shall remain in full force and effect.

CERTIFICATION

I hereby certify that this resolution, consisting of 1 page(s) was adopted at a Regular Meeting of the Borough Council of the Borough of Englewood Cliffs, held this 19th day of June 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Intashan Chowdhury, MPA
Acting Municipal Clerk

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

**RESOLUTION
RESOLUTION NO. 25-228**

**TITLE: A RESOLUTION ADOPTING A RESTATED DEFERRED
COMPENSATION PLAN INCLUDING ROTH PROVISIONS FOR
THE BOROUGH OF ENGLEWOOD CLIFFS**

WHEREAS the Borough of Englewood Cliffs hereinafter referred to as the “Employer” by resolution adopted a Deferred Compensation Plan hereinafter referred to as the “Plan” effective 9/22/25 for the purpose of making available to eligible employees the accrual of tax benefits under a Section 457 Deferred Compensation Plan; and

WHEREAS the Small Business Jobs Act of 2010 amended Section 402A(e)(1) of the Internal Revenue Code (the “Code”); and

WHEREAS, the Employer desires its Plan to add Roth provisions brought about by the Small Business Jobs Act of 2010; and

WHEREAS, the Employer desires to adopt a restated Plan that is substantially similar to one on which a favorable Private Letter Ruling has been previously obtained from the federal Internal Revenue Service including provisions of The Small Business Job Protection Act of 1996 (United States Public Law No. 104-188), the Tax payer Relief Act of 1997 (United States Public Law No. 105-34), the Economic Growth and Tax Relief Reconciliation Act of 2001 (United States Public Law No. 107-16), Section 401(a)(9) of the Internal Revenue code, the Small Business Jobs Act of 2010, and all such provisions are stated in the plan in terms substantially similar to the text of those provisions in the Code Section 457 including pertinent applicable Treasury Regulations. The use of the Ruling is for guidance only and acknowledges that for Internal Revenue Service purposes, the Ruling of another employer is not to be considered precedent; and

WHEREAS, such revised Plan shall supersede the previously adopted Plan;

NOW, THEREFORE BE IT RESOLVED that the Borough of Englewood Cliffs hereby adopts the attached Restatement to the Deferred Compensation Plan Document from 66-PD-Equitable-053107 to the revised Plan 20-PD- EQUITABLE-091720.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be sent to the Director of the Division of Local Government Services.

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 8th day of October 2025.

	Moved	Second	Ayes	Nays	Abstain	Absent
Drimones						
Luciano						
Biegacz						
Liang						
Patel						
Koutroubas						
Mayor Park						

Mark Park
Mayor

Beauty Nadim, RMC/CMR
Municipal Clerk

**PROTOTYPICAL 457(b) ELIGIBLE
DEFERRED COMPENSATION
PLAN & TRUST FOR
GOVERNMENTAL ENTITIES
IN NEW JERSEY**

20-PD-EQUITABLE-091720

This Prototypical 457(b) plan document for New Jersey governmental employers is provided to the customers of **Equitable**.

***Equitable** and its representatives shall assume no responsibility for the proper operation of this plan in accordance with applicable law. This specimen prototypical plan document should be reviewed by the Employer's attorney and/or tax advisor prior to its adoption by the Employer.*

**457(b) ELIGIBLE DEFERRED COMPENSATION PLAN & TRUST
FOR NEW JERSEY GOVERNMENTAL ENTITIES**

The Employer whose name and signature appear on the attached Adoption Agreement hereby adopts a section 457(b) Eligible Deferred Compensation Plan & Trust and offers the Plan to all individuals who are now or who become eligible to participate in the Plan and who sign Deferral Agreements in accordance with the terms of the Plan. All references to this Plan shall also include the Trust. Articles I through X incorporate section 457 of the Code and the regulations thereunder. Article XI covers additional requirements as mandated by Chapter 37 the subchapter 1 through 11 of the Municipal, County And Authority Employees Deferred Compensation Plans Rule (N.J.A.C. 5:37-1 et seq.)

**ARTICLE I
PURPOSE**

- 1.01 Purpose:** This Plan is an "eligible deferred compensation plan" as defined in section 457(b) of the Code. The purpose of the Plan is to allow Participants hereunder to defer receipt and taxation of portions of their compensation until future taxable years under the conditions provided herein, in accordance with section 457 of the Code and the regulations thereunder.
- 1.02 Exclusive Benefit:** The Plan and Trust are established for the exclusive benefit of Participants and their Beneficiaries. Except as otherwise permitted by section 457(g) of the Code, all assets and income of the Plan shall be held for the exclusive benefit of the Plan's Participants and their Beneficiaries.
- 1.03 Plan and Trust Tax Status:** The Plan is intended to be an eligible deferred compensation plan within the meaning of section 457(b) of the Code, and the Trust is intended to be tax-exempt under section 501(a) of the Code pursuant to section 457(g) of the Code.

**ARTICLE II
DEFINITIONS**

- 2.01 Administrator; Plan Administrator:** The person, committee or organization named in the Adoption Agreement, appointed to administer the Plan. If no person is named, the Employer shall be the Plan Administrator.
- 2.02 Account Balance:** The bookkeeping account maintained with respect to each Participant which reflects the value of the deferred Compensation credited to the Participant, including the Participant's Annual Deferrals, the earnings or loss of the Fund (net of Fund expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Article VI for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).
- 2.03 Annual Deferral:** The amount of compensation deferred under this Plan, whether by salary reduction or by Nonelective Employer Contribution, with respect to a taxable year. Pursuant to the Adoption Agreement Annual Deferrals may include pre-tax salary reduction contributions and Designated Roth Elective Deferrals.
- 2.04 Applicable Life Expectancy:** The life expectancy (or joint and last survivor expectancy) calculated using the attained age of the Participant (or Designated Beneficiary) as of the Participant's (or Designated Beneficiary's) birthday in the applicable calendar year reduced by one for each calendar year which has elapsed since the date life expectancy was first calculated. If the life expectancy is being redetermined, the applicable life expectancy shall be the life expectancy as so redetermined. The applicable calendar year

shall be the first Distribution Calendar Year, and if life expectancy is being redetermined, each succeeding calendar year.

- 2.05 Beneficiary:** The designated person (or, if none, the Participant's estate) who is entitled to receive benefits under the Plan after the death of a Participant. A Participant may designate his Beneficiary in accordance with Section 6.14 hereunder. A change in the Beneficiary designation shall take effect when the election is accepted by the Trustee, Custodian, or Issuer.
- 2.06 Code:** The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.
- 2.07 Compensation:** All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under sections 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election to defer compensation under Article IV).
- 2.08 Deferral Agreement:** A written agreement between an Employee and the Employer in which the Employee agrees to the terms of the Plan and designates Compensation to be deferred under the Plan
- 2.09 Depository Agreement:** A written agreement between the Employer and an Institution in which the Institution agrees to become a depository for the amounts deferred in accordance with the terms of the Plan.
- 2.10 Designated Beneficiary:** The individual who is designated as the Beneficiary under the Plan in accordance with section 401(a)(9) of the Code.
- 2.11 Distribution Calendar Year:** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 6.08 of the Plan.
- 2.12 Elective Deferral:** The annual amount of Compensation that a Participant elects to defer under the provisions of the Plan pursuant to a properly executed salary reduction agreement.
- 2.13 Employee:** Each natural person, whether appointed or elected, who is employed by the Employer as a common law employee, excluding any employee who is included in a unit of employees covered by a collective bargaining agreement that does not specifically provide for participation in the Plan; and, if specified in the Adoption Agreement, an independent contractor who performs services for the Employer.
- 2.14 Employer:** The State, the political subdivision of the State, or the agency or instrumentality of the State, or a political subdivision of the State, named in the Adoption Agreement, which has adopted the Plan.
- 2.15 Includible Compensation:** An Employee's actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of \$200,000 (or such higher maximum as may apply under section 401(a)(17) of the Code) and increased (up to the dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election to defer Compensation under Article IV).
- 2.16 Independent Contractor:** Any individual receiving cash remuneration from the Employer for services rendered to the Employer pursuant to one or more contracts provided such person is not an Employee.

- 2.17 Institution:** Any bank, savings and loan association, savings bank, insurance company, brokerage company, mutual fund, or other similar entity, which has signed a Depository Agreement. A reference to "Association" in a Depository Agreement or a Deferral Agreement previously entered into by the Employer shall be deemed to be a reference to "Institution." If the Institution is a bank, savings and loan association, or savings bank, its accounts must be insured by the FDIC.
- 2.18 Life Expectancy:** Life expectancy or joint and last survivor expectancy as computed by use of the expected return multiples under section 1.401(a)(9)-9 of the Treasury Regulations.
- 2.19 Nonelective Employer Contributions:** A Nonelective Employer Contribution is a contribution made by an Eligible Employer for a Participant with respect to which the Participant does not have the choice to receive the contribution in cash or property. Nonelective Employer Contributions includes Employer Contributions that would be described in section 401(m) of the Code if they were contributions to a qualified plan under section 401(a) of the Code.
- 2.20 Normal Retirement Age:** The age specified in the Adoption Agreement. If a Participant continues to work beyond the age(s) specified in the Adoption Agreement, Normal Retirement Age shall be the date or age designated by the Participant not later than the Employer's mandatory retirement age or the age at which the Participant actually incurs a severance from employment with the Employer.
- 2.21 Participant:** An individual who is currently deferring Compensation, or who has previously deferred Compensation under the Plan by salary reduction and who has not received a distribution of his or her entire benefit under the Plan. Only individuals who perform services for the Employer as an Employee may defer Compensation under the Plan.
- 2.22 Participant's Benefit:** The account balance as of the last day in the calendar year immediately preceding the Distribution Calendar Year.
- 2.23 PPA:** The Pension Protection Act of 2006, including any regulations or other guidance issued thereunder.
- 2.24 Plan:** This Eligible Deferred Compensation Plan (consisting of this Plan and Trust document and the Adoption Agreement signed by the Employer), which has been established by the Employer pursuant to the requirements of section 457 of the Code and the regulations thereunder.
- 2.25 Plan Ceiling:** The maximum amount of Compensation which may be deferred by a Participant under the Plan. In determining the amount of Compensation deferred, Compensation shall be taken into account at its value in the Plan Year in which deferred.
- 2.26 Plan Year:** A calendar year.
- 2.27 Required Beginning Date:** The April 1 of the calendar year following the calendar year in which the later of retirement or attainment of age 70-1/2 occurs.
- 2.28 Severance from Employment:** The term Severance from Employment means as defined in section 1.457-6(b) of the final Treasury regulations, the date that the Employee dies, retires, or otherwise has a severance from employment with the Employer, as determined by the Administrator (and taking into account guidance issued under the Code).

An independent contractor is considered to have a Severance from Employment with the eligible Employer upon the expiration of the contract (or in the case of more than one contract, all contracts) under which services are performed for the eligible Employer if the expiration constitutes a good-faith and complete termination of the contractual relationship. Expiration does not constitute a good faith and complete

termination of the contractual relationship if the eligible Employer anticipates a renewal of a contractual relationship or the independent contractor becoming an Employee. For this purpose, an eligible Employer is considered to anticipate the renewal of the contractual relationship with an independent contractor if it intends to contract again for the services provided under the expired contract, and neither the eligible Employer nor the independent contractor has eliminated the independent contractor as a possible provider of services under any such new contract. Further, an eligible Employer is considered to intend to contract again for the services provided under an expired contract if the eligible Employer's doing so is conditioned only upon incurring a need for the services, the availability of funds, or both.

Notwithstanding the preceding paragraphs of this Section, the Plan is considered to satisfy the requirement described above that no amounts deferred under the Plan be paid or made available to the Participant before the Participant has a Severance from Employment with the eligible Employer if, with respect to amounts payable to a Participant who is an independent contractor, an eligible plan provides that— (a) No amount will be paid to the participant before a date at least 12 months after the day on which the contract expires under which services are performed for the eligible Employer (or, in the case of more than one contract, all such contracts expire); and (b) No amount payable to the Participant on that date will be paid to the Participant if, after the expiration of the contract (or contracts) and before that date, the Participant performs services for the eligible Employer as an independent contractor or an Employee.

- 2.29 Trust Agreement:** The written agreement (or declaration) made by and between the Employer and the Trustee under which the Trust Fund is maintained pursuant to Section 8.02.
- 2.30 Trust Fund:** The trust fund created under and subject to the Trust Agreement pursuant to Section 8.01.
- 2.31 Trustee/Custodian/Issuer:** The bank, or insurance company (or a person who has demonstrated to the satisfaction of the Commissioner that the manner in which such person will administer the plan will be consistent with the requirements of section 457(g) of the Code, section 1.457-8 of the Regulations, and IRS Notice 98-8) named in the Adoption Agreement and accepting the Trust, or any successor or successors appointed by the Employer and accepting the Trust. If the Employer has designated a Custodian in the Adoption Agreement, the term "Custodian" shall be substituted for "Trustee" throughout this Plan, Trust and the Adoption Agreement. If the Employer has designated an Issuer in the Adoption Agreement, the term "Issuer" shall be substituted for "Trustee" throughout this Plan, Trust and the Adoption Agreement.
- 2.32 Unforeseeable Emergency:** "Unforeseeable Emergency" means a severe financial hardship to a Participant or Beneficiary resulting from sudden illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or of a Participant's or Beneficiary's dependent (as defined in section 152(a) of the Code), loss of the Participant's or Beneficiary's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary as the term is defined under section 1.457-6(c)(2) of the Treasury Regulations. Such term shall include qualified hurricane distributions, if provided for under the Employer's Unforeseeable Emergency Policy. The need to send a Participant's child to college or the desire to purchase a home are examples of what are not considered to be Unforeseeable Emergencies. Whether or not a Participant has experienced an Unforeseeable Emergency will be determined by the Employer.
- 2.33 Valuation Date:** The Valuation Date shall be daily, unless another date is designated by the Employer in the Adoption Agreement.

ARTICLE III ELIGIBILITY AND PARTICIPATION

- 3.01 Eligibility:** Each Employee shall be eligible to participate in the Plan and defer Compensation hereunder immediately upon becoming employed by the Employer. Notwithstanding the preceding sentence, an Employer may at its option exclude certain classes or types of Employees from participation in the Plan.

3.02 Election Required for Participation: An Employee may elect to become a Participant by executing an election to defer a portion of his or her Compensation (and have that amount contributed as an Annual Deferral on his or her behalf) and filing it with the Administrator. This participation election shall be made on the Deferral Agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish a minimum deferral amount, and may change such minimums from time to time. The participation election shall also include designation of investment funds and a designation of Beneficiary. Any such election shall remain in effect until a new election is filed.

Notwithstanding the immediately forgoing paragraph, if the Employer has elected Mandatory Contributions in the Adoption Agreement, such contributions shall automatically be deducted from the Employee's Compensation at the rate or dollar amount indicated in the Adoption Agreement and shall be treated as an after-tax Employee Contribution. If so indicated such Mandatory Contribution shall be to the Plan and be treated as a contribution that satisfies section 3121(b)(7)(F) of the Code. It is the Employer's responsibility to determine whether this Plan will meet the requirements to be a social security replacement plan.

3.03 Commencement of Participation: Unless the Employer elects Automatic Enrollment in the Adoption Agreement, an Employee shall become a Participant as soon as administratively practicable following the date the Employee files a participation election pursuant to Section 3.02. Such election shall become effective no earlier than the calendar month following the month in which the election is made. A new Employee may defer compensation payable in the calendar month during which the Participant first becomes an Employee if an agreement providing for the deferral is entered into on or before the first day on which the Participant performs services for the Employer.

3.04 Information Provided by the Participant: Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the plan, including, without limitation, whether the Employee is a participant in any other eligible plan under Code section 457(b).

3.05 Contributions Made Promptly: Elective Deferrals by the Participant under the Plan shall be transferred to the Trust Fund within a period that is not longer than is reasonable for the proper administration of the Participant's Account Balance. For this purpose, Elective Deferrals shall be treated as contributed within a period that is not longer than is reasonable for the proper administration if the contribution is made to the Trust Fund within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant.

3.06 Amendment of Annual Deferrals Election: Subject to other provisions of the Plan, a Participant may at any time revise his or her participation election, including a change of the amount of his or her Annual Deferrals, his or her investment direction and his or her designated Beneficiary. Unless the election specifies a later effective date, a change in the amount of the Annual Deferrals shall take effect as of the first day of the next following month or as soon as administratively practicable if later. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees.

3.07 Leave of Absence: Unless an election is otherwise revised, if a Participant is absent from work by leave of absence, Annual Deferrals under the Plan shall continue to the extent that Compensation continues.

3.08 Disability: A disabled Participant may elect Annual Deferrals during any portion of the period of his or her disability to the extent that he or she has actual Compensation (not imputed Compensation and not disability benefits) from which to make contributions to the Plan and has not had a Severance from Employment.

ARTICLE IV

DEFERRAL OF COMPENSATION AND OTHER CONTRIBUTIONS

4.01 Designation of Amount of Compensation to be Deferred: An individual shall designate the dollar amount or percentage of his monthly or semimonthly compensation to be deferred under this Plan in a Deferral Agreement. The amount designated in the Deferral Agreement will be deferred from the Participant's Compensation for the first month of participation and for each subsequent month thereafter, until an amended Deferral Agreement is filed with the Employer or until the Participant terminates participation by giving written notice to the Employer. An amended Deferral Agreement or termination will become effective on the first day of the first calendar month beginning thirty (30) days after the amended Deferral Agreement or notice of termination is filed with the Employer, or at such earlier time as is convenient for the Employer. See Section 4.10(e) for information regarding the initial deemed deferral election applicable to automatic enrollment.

4.02 Maximum Deferral Amount/ Plan Ceiling: Except as provided in Sections 4.06, 4.07 and 4.10, the Plan Ceiling for a Taxable Year shall be the lesser of:

- (a) The applicable annual dollar amount specified in section 457(e)(15) of the Code; or
- (b) 100% of the Participant's Includible Compensation for the Taxable Year.

For purposes of determining the Plan Ceiling under this section 4.02, the annual deferral amount shall not include rollover amounts received by this Plan.

4.03 Basic Annual Limitation: The maximum amount of the Annual Deferral under the Plan for any calendar year shall not exceed the lesser of (i) the Applicable Dollar Amount or (ii) the Participant's Includible Compensation for the calendar year. The Applicable Dollar Amount is the amount established under section 457(e)(15) of the Code applicable as set forth below:

<u>For the following years</u>	<u>The Applicable Dollar Amount is</u>
2002	\$11,000
2003	\$12,000
2004	\$13,000
2005	\$14,000
2006	\$15,000
2007 - 2008	\$15,500
2009 - 2010	\$16,500
2011	\$16,500
2012	\$17,000
2013 - 2014	\$17,500
2015	\$18,000
2016 and beyond	adjusted for cost-of-living to the extent provided under section 415(d) of the Code

4.04 Minimum Deferrals: The amount, if any, specified in the Adoption Agreement.

4.05 Roth Deferrals:

General Application

- (a) This Section will apply to contributions beginning with the effective date specified in the Adoption Agreement but in no event before the first day of the first taxable year beginning on or after January 1, 2011.
- (b) As of the effective date stated in the Adoption Agreement, the Plan will accept Roth Deferrals made on behalf of Participants. A Participant's Roth Deferrals will be allocated to a separate account maintained for such deferrals as described below.
- (c) Unless specifically stated otherwise, Roth Deferrals will be treated as Annual Deferrals for all purposes under the Plan.

Separate Accounting

- (a) Contributions and withdrawals of Roth Deferrals will be credited and debited to the Roth Deferral account maintained for each Participant.
- (b) The Plan will maintain a record of the amount of Roth Deferrals in each Participant's account.
- (c) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Deferral account and the Participant's other accounts under the Plan.
- (d) No contributions other than Roth Deferrals and properly attributable earnings will be credited to each Participant's Roth Deferral account.

Direct Rollovers

- (a) Notwithstanding any provision in this Plan, a direct rollover of a distribution from a Roth Deferral account under the Plan will only be made to another Roth Deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code or to a Roth IRA described in section 408A of the Code, and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.
- (b) Unless otherwise provided by the Employer in the Adoption Agreement, the Plan will accept a rollover contribution to a Roth Deferral account only if it is a direct rollover from another Roth Deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.
- (c) The Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth Deferral account is not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. However, eligible rollover distributions from a Participant's Roth Deferral account are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceeds \$1,000 for purposes of mandatory distributions from the Plan.
- (d) The provisions of the Plan that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least \$500 is applied by treating any amount distributed from the Participant's Roth Deferral account as a separate distribution from any amount distributed from the Participant's other accounts in the Plan, even if the amounts are distributed at the same time.

Correction of Excess Contributions

- (a) If elected in the Adoption Agreement, in the case of a distribution of excess contributions, a Highly Compensated Employee may designate the extent to which the excess amount is comprised of pre-tax Deferrals and Roth Deferrals but only to the extent such types of deferrals were made for the year.
- (b) If the Highly Compensated Employee does not or cannot designate which type of Deferrals is to be distributed, the Plan will distribute pre-tax Deferrals first.

Definition of Roth Deferrals

- (a) A Roth Deferral is an Elective Deferral that is: (i) Designated irrevocably by the Participant at the time of the cash or deferred election as a Roth Deferral that is being made in lieu of all or a portion of the pre-tax Deferrals the Participant is otherwise eligible to make under the Plan; and (ii) Treated by the employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

4.06 Age 50 Catch-up Annual Deferral Contributions: If elected by the Employer in the Adoption Agreement, a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Annual Deferrals, up to the maximum age 50 catch-up Annual Deferrals for the year. The maximum dollar amount of the age 50 catch-up Annual Deferrals for a year is as follows:

<u>For the following years</u>	<u>The Maximum Age 50 Catch-up Dollar Amount is</u>
2002	\$1,000
2003	\$2,000
2004	\$3,000
2005	\$4,000
2006 - 2008	\$5,000
2009 - 2014	\$5,500
2015	\$6,000
2016 and beyond	adjusted for cost-of-living to the extent provided under the Code

4.07 Special 3-year 457 Plan Catch-Up Limitation: If the applicable year is one of a Participant's last 3 calendar years ending before the year in which the Participant attains Normal Retirement Age and the amount determined under this Section 4.07 exceeds the amount computed under Sections 4.03 and 4.06, then the Annual Deferral limit under this Article IV shall be the lesser of:

- (a) An amount equal to 2 times the Section 4.03 Applicable Dollar Amount for such year; or
- (b) The sum of:
- (1) An amount equal to (A) the aggregate Section 4.03 limit for the current year plus each prior calendar year beginning after December 31, 2001 during which the Participant was an Employee under the Plan, minus (B) the aggregate amount of Compensation that the Participant deferred under the Plan during such years, plus
 - (2) An amount equal to (A) the aggregate limit referred to in section 457(b)(2) of the Code for each prior calendar year beginning after December 31, 1978 and before January 1, 2002 during which the Participant was an Employee (determined without regard to Sections 4.06 and 4.07), minus (B) the aggregate contributions to Pre-2002 Coordination Plans for such years.

However, in no event can the deferred amount be more than the Participant's Compensation for the year.

4.08 Restriction on Special 3-year Catch-Up: A Participant who has used the special 3-year catch-up

provision in Section 4.07 or a comparable provision in another eligible deferred compensation plan, has retired, and is subsequently employed or reemployed by the Employer may not again utilize the special 3-year catch-up provision, even if the provision was used in less than all of the three taxable Years ending before the Participant attained Normal Retirement Age.

4.09 Other Contributions to this Plan:

- (a) **Employer Nonelective and Matching Contributions.** This Plan shall also accept Employer Nonelective Contributions as well as Employer Matching Contributions.
- (b) **Mandatory Employee Contributions.** Notwithstanding Section 4.09(a) above, if the Employer has elected Mandatory Employee Contributions in the Adoption Agreement, such contributions shall automatically be deducted from the Employee's Compensation at the rate or dollar amount indicated in the Adoption Agreement and shall be treated as an after-tax Employee Contribution. If so indicated such Mandatory Contribution shall be to the Plan and be treated as a contribution that satisfies section 3121(b)(7)(F) of the Code. It is the Employer's responsibility to determine whether this Plan will meet the requirements to be a social security replacement plan.
- (c) **Pick-Up Contributions.** If elected in the Adoption Agreement, the Employer may elect to have contributions made under section 414(h) as "pick-up" contributions that satisfy such section 414(h) of the Code. These contributions shall be treated as Employer contributions for all purposes and not as an Employee Contribution.
- (d) The total of all contributions made within a specific Plan Year shall not exceed the limitations outlined under Sections 4.03, 4.06, and 4.07.

4.10 Special Rules: For purposes of this Article IV, the following rules shall apply:

- (a) **Participant Covered By More Than One Eligible Plan.** If the Participant is or has been a participant in one or more other eligible plans within the meaning of section 457(b) of the Code, then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Article IV. For this purpose, the Administrator shall take into account any other eligible plan maintained by the Employer and shall also take into account any other eligible plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.
- (b) **Pre-Participation Years.** In applying Section 4.07, a year shall be taken into account only if (i) the Participant was eligible to participate in the Plan during all or a portion of the year and (ii) Compensation deferred, if any, under the Plan during the year was subject to the Basic Annual Limitation described in Section 4.03 or any other plan ceiling required by section 457(b) of the Code.
- (c) **Pre-2002 Coordination Years.** For purposes of Section 4.07(b)(2), "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction or elective contribution under any other eligible Code section 457(b) plan, or a salary reduction or elective contribution under any Code section 401(k) qualified cash or deferred arrangement, Code section 402(h)(1)(B) simplified employee pension (SARSEP), Code section 403(b) annuity contract, and Code section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in section 501(c)(18) of the Code, including plans, arrangements or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of Section 4.07(b)(2) to the extent that the total of such

contributions does not exceed the aggregate limit referred to in section 457(b)(2) of the Code for that year.

- (d) **Disregard Excess Deferral.** For purposes of Sections 4.03, 4.06 and 4.07, an individual is treated as not having deferred compensation under a plan for a prior taxable year to the extent Excess Deferrals under the plan are distributed, as described in Section 4.12. To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as an Excess Deferral for those prior years.
- (e) **Special Rule for Automatic Enrollment.**
 - (1) **Automatic Enrollment for New Employees:** If elected by the Employer in the Adoption Agreement, for purposes of applying this Section 4.10, a new Employee is deemed to have elected to become a Participant and to have his or her Compensation reduced by the percentage, if any, elected in the Adoption Agreement (and have that amount contributed as an Elective Deferral on his or her behalf), at the time the Employee is hired, and to have agreed to be bound by all the terms and conditions of the Plan. If the Plan permits Roth Elective Deferrals, then the automatic enrollment Elective Deferral will be deposited as a regular Pre-Tax Elective Deferral, unless a different default election applies on the Salary Reduction Agreement. Contributions made under this automatic participation provision shall be made to the funding vehicle or vehicles selected for this purpose for all new Employees by the Administrator. Any Employee who automatically becomes a Participant under this Section 4.10(e) shall file a designation of Beneficiary with the funding vehicle or vehicles to which contributions are made. If no designation is filed with the funding vehicle or vehicles, or if all named beneficiaries are no longer alive then the following defaults shall apply: first the spouse of the Employee; if there is no spouse then any surviving children, if there are no surviving children, then the Employee's Estate.
 - (2) **Right to File a Different Election; Notice to Employee:** This Section 4.10(e) shall not apply to the extent an Employee files an election for a different percentage reduction or elects to have no Compensation reduction, or designates a different Funding Vehicle to receive contributions made on his or her behalf. Any new Employee shall receive a statement at the time he or she is hired that describes the Employee's rights and obligations under this Section 4.10(e) (including the information in this Section 4.10(e) and identification of how the Employee can file an election or make a designation as described in the preceding sentence, and the refund right under Section 4.10(e)(3), including the specific name and location of the person to whom any such election or designation may be filed), and how the contributions under this Section 4.10(e) will be invested.
 - (3) **Refund of Contributions:** An Employee for whom contributions have been automatically made under Section 4.10(e)(1) may elect to withdraw all of the contributions made on his or her behalf under Section 4.10(e)(1), including the attributable gains or losses thereon through the date of the withdrawal. This withdrawal right is available only if the withdrawal election is made within 90 days after the date of the first contribution made under Section 4.10(e)(1). This rule does not apply to Employers who do not adopt Automatic Enrollment.

4.11 Qualified Governmental Excess Benefit Arrangement: Benefits provided under a qualified governmental excess benefit arrangement as defined in section 415(m)(3) of the Code, shall not be taken into account in determining whether this Plan is an eligible deferred compensation plan.

4.12 Correction of Excess Deferrals: If the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described in Section 4.03 above, or the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described in Section 4.03 above when

combined with other amounts deferred by the Participant under another eligible deferred compensation plan under section 457(b) of the Code for which the Participant provides information that is accepted by the Administrator, then the Annual Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant.

4.13 Remittance of Employee Deferrals: Employee Deferrals must be transferred to this Trust within a period that is not longer than a reasonable period for the administration of the Plan.

4.14 Protection of Persons Who Serve in a Uniformed Service:

- (a) An Employee whose employment is interrupted by qualified military service under Code section 414(u) or who is on a leave of absence for qualified military service under Code section 414(u) may elect to make additional Annual Deferrals upon resumption of employment with the Employer equal to the maximum Annual Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Annual Deferrals, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).
- (b) **Certain Benefit Accruals and Employer Contributions:** If elected by the Employer in the Adoption Agreement, plans are permitted but not required supply additional benefit accruals or Employer Contributions to participants who die or become disabled while engaged in active military service. Plans may elect to treat participants who die or become disabled while performing active military service in the same manner as the current rules apply to military personnel that are rehired. If this is elected or the Plan may deem such a participant to have been rehired on the day before the date of death or disability, and then, accordingly, provide him/her with some or all of the benefit accruals that he/she would have been entitled to under USERRA had he/she actually returned to work. If this additional benefit is offered pursuant to section 414(u) of the Code then the Plan must comply with two conditions. First, all participants performing military service must be treated on a reasonably equivalent basis and therefore may not discriminate in favor of highly compensated employees. Second, if a plan benefit is contingent on employee contributions or elective deferrals, the Employer must determine the benefit by looking at the average of the contributions or deferrals actually made by the participant during the twelve months prior to military service, or, if less, the length of time he/she was employed. This optional provision can be applied to deaths and disabilities occurring on or after January 1, 2007.
- (c) **Differential Wages:** "Differential Wage Payments" must be considered Compensation for purposes this Plan. A "Differential Wage Payment" is any payment made by an Employer to an Employee who is performing active military service that represents all or some of the wages that the Employee would have received from the Employer if he/she were still actively employed. Employees may also make contributions to this Plan from Differential Wage Payments or become entitled to additional benefits under the Plan on the basis of the Differential Wage Payments. This provision is effective on the first day of the Plan Year beginning in 2009.

4.15 Eligible Rollover Contributions to the Plan:

- (a) A Participant who is an Employee and who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. The Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of section 402(c)(8)(B) of the Code.

- (b) For purposes of this Section 4.15(b), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, or (c) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code. In addition, an eligible retirement plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distribution.
- (c) The Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan from any eligible retirement plan that is not an eligible governmental plan under section 457(b) of the Code. In addition, the Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan from any eligible retirement plan that is an eligible governmental plan under section 457(b) of the Code.

4.16 Plan-to-Plan Transfers to the Plan: At the direction of the Employer, the Administrator may permit a class of Participants who are participants in another eligible governmental plan under section 457(b) of the Code to transfer assets to the Plan as provided in this Section 4.16. Such a transfer is permitted only if the other plan provides for the direct transfer of each Participant's interest therein to the Plan. The Administrator may require in its sole discretion that the transfer be in cash or other property acceptable to the Administrator. The Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with section 457(e)(10) of the Code and section 1.457-10(b) of the Treasury Regulations and to confirm that the other plan is an eligible governmental plan as defined in section 1.457-2(f) of the Treasury Regulations. The amount so transferred shall be credited to the Participant's Account Balance and shall be held, accounted for, administered and otherwise treated in the same manner as an Annual Deferral by the Participant under the Plan, except that the transferred amount shall not be considered an Annual Deferral under the Plan in determining the maximum deferral under this Article IV.

ARTICLE V INVESTMENT OF DEFERRED AMOUNTS

5.01 Investment of Deferred Amounts: The amounts deferred on behalf of a Participant under the Plan shall be promptly remitted to the Institution and invested in the approved investments of the Institution designated by the Participant on his Deferral Agreement. The approved investments of the Institution, Trustee, Custodian or Issuer which are currently available to Participants shall be designated on the Deferral Agreement executed by the Participant. Changes in investment elections shall be made only upon the written request of the Participant with the written consent of the Employer.

ARTICLE VI DISTRIBUTIONS

6.01 Benefit Distributions At Retirement or Other Severance from Employment: Upon retirement or other Severance from Employment (other than due to death), a Participant is entitled to receive a distribution of his or her Account Balance under any form of distribution permitted under Section 6.03 commencing at the date elected under Section 6.02. If a Participant does not elect otherwise, the distribution shall be paid as soon as practicable following Normal Retirement Age or, if later, following

retirement or other Severance from Employment and payment shall be made in installments of the minimum annual payments described in paragraph (b) of Section 6.03 pursuant to the individual's election on a distribution form acceptable to the Trustee, Custodian, or Issuer.

- 6.02 Election of Benefit Commencement Date:** A Participant may elect to commence distribution of benefits at any time after retirement or other Severance from Employment by a notice or distribution form filed with the Trustee, Custodian, or Issuer before the date on which benefits are to commence. However, in no event may distribution of benefits commence later than the date described in Article VII.
- 6.03 Forms of Distribution:** In an election to commence benefits under Section 6.02, a Participant entitled to a distribution of benefits under this Article VI may elect to receive payment in any form of distribution, if selected by the Employer in the Adoption Agreement. If no election is made the forms of distributions will be dependent on the methods available through the investments.
- 6.04 Death Benefit Distributions:** Commencing in the calendar year following the calendar year of the Participant's death, the Participant's Account Balance shall be paid to the Beneficiary pursuant to this Section 6.04.

Alternatively, if the Beneficiary with respect to the Participant's Account Balance is a natural person, at the Beneficiary's election, distribution can be made in annual installments with the distribution period determined under this paragraph. If the Beneficiary is the Participant's surviving spouse, the distribution period is equal to the Beneficiary's life expectancy using the single life table in section 1.401(a)(9)-9, A-1, of the Treasury Regulations for the spouse's age on the spouse's birthday for that year and shall be redetermined each subsequent year. If the Beneficiary is not the Participant's surviving spouse, the distribution period is the Beneficiary's life expectancy determined in the year following the year of the Participant's death using the single life table in section 1.401(a)(9)-9, A-1, of the Treasury Regulations for the Beneficiary's age on the Beneficiary's birthday for that year, reduced by one for each year that has elapsed after that year. For any year, a Beneficiary can elect distribution of a greater amount (not to exceed the amount of the remaining Account Balance) in lieu of the amount calculated using this formula.

- 6.05 Account Balances of \$1,000 or Less:** Notwithstanding Sections 6.02, 6.03 and 6.04, if the amount of a Participant's Account Balance is not in excess of \$1,000 on the date that payments commence under Section 6.03 or on the date of the Participant's death, then payment shall be made to the Participant (or to the Beneficiary if the Participant is deceased) in a lump sum equal to the Participant's Account Balance as soon as practicable following the Participant's retirement, death, or other Severance from Employment.
- 6.06 Amount of Account Balance:** Except as provided in Section 6.03, the amount of any payment under this Article VI shall be based on the amount of the Account Balance on the preceding Valuation Date.
- 6.07 Revocation of Prior Election:** Any election made under this Article VI may be revoked at any time.
- 6.08 Latest Distribution Date:** In no event shall any distribution under this Article VI begin later than the later of (a) April 1 of the year following the calendar year in which the Participant attains age 70 1/2 or (b) April 1 of the year following the year in which the Participant retires or otherwise has a Severance from Employment. If distributions commence in the calendar year following the later of the calendar year in which the Participant attains age 70 1/2 or the calendar year in which the Severance from Employment occurs, the distribution on the date that distribution commences must be equal to the annual installment payment for the year that the Participant has a Severance from Employment determined under paragraph (b) of Section 6.03 and an amount equal to the annual installment payment for the year after Severance from Employment determined under paragraph (b) of Section 6.03 must also be paid before

the end of the calendar year of commencement. The requirements of the 70 ½ or severance payment after attaining age 70 ½ shall satisfy Article VII.

6.09 In-Service Distributions From Rollover Account: If a Participant has a separate account attributable to rollover contributions to the plan, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

6.10 Unforeseeable Emergency Distribution:

- (a) **Distribution.** If the Participant has an Unforeseeable Emergency before retirement or other Severance from Employment, the Participant may elect to receive a lump sum distribution equal to the amount requested or, if less, the maximum amount determined by the Administrator to be permitted to be distributed under this Section 6.10.
- (b) **Unforeseeable emergency distribution standard.** A distribution on account of Unforeseeable Emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of deferrals under the plan.
- (c) **Distribution necessary to satisfy emergency need.** Distributions because of an Unforeseeable Emergency may not exceed the amount reasonably necessary to satisfy the emergency need (which may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution).

6.11 Distributions for Certain Account Balances of \$5,000 or Less: If elected by the Employer in the Adoption Agreement, the Plan may adopt one of the following options for In-Service distributions. An Employer may not adopt both provisions.

- (a) **Mandatory In-Service Distributions:** If elected in the Adoption Agreement, the Plan shall distribute the total amount payable under the Plan to a Participant who is an active Employee of an eligible employer if the following requirements are met:
 - (1) the total amount payable to the Participant under the Plan does not exceed \$5,000 (or the dollar limit under section 411(a)(11) of the Code, if greater);
 - (2) the participant has not previously received an in-service distribution of the total amount payable to the participant under the Plan; and
 - (3) no amount has been deferred under the Plan with respect to the participant during the two-year period ending on the date of the in-service distribution.
- (b) **Voluntary In-Service Distributions:** If elected in the Adoption Agreement, a participant who is an active employee of an eligible employer shall receive a distribution of the total amount payable to the participant under the Plan if the following requirements are met:
 - (1) the total amount payable to the participant under the Plan does not exceed \$5,000 (or the dollar limit under section 411(a)(11) of the Code, if greater);
 - (2) the participant has not previously received an in-service distribution of the total amount payable to the participant under the Plan;
 - (3) no amount has been deferred under the Plan with respect to the participant during the two-year period ending on the date of the in-service distribution; and
 - (4) the participant elects to receive the distribution.

6.12 Rollover Distributions:

- (a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an Alternate Payee under a domestic relations order, as defined in section 414(p) of the Code) who is eligible to receive a rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the Participant who is an Alternate Payee under a domestic relations order, a direct rollover is payable only to a traditional individual retirement account or traditional individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited traditional IRA (within the meaning of section 408(d)(3)(C) of the Code).
- (b) For purposes of this Section 6.12, an eligible rollover distribution means any distribution of all or a portion of a Participant's Account Balance, except that an eligible rollover distribution does not include (a) any installment payment under Section 6.03 for a period of 10 years or more (b) any distribution made under Section 6.10 as a result of an unforeseeable emergency, or (c) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code. In addition, an eligible retirement plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distribution.
- (c) For distributions made after December 31, 2007, Participants must be given the option to directly rollover to a Roth IRA as a qualified rollover contribution pursuant to section 408A(e) of the Code. Pursuant to section 402(c)(11) of the Code, a plan may, but is not required to permit rollovers by nonspouse Beneficiaries and a rollover by a nonspouse Beneficiary must be made in a Direct Rollover to a Roth IRA. A surviving spouse Beneficiary who makes a rollover to a Roth IRA from this Plan may elect either to treat the Roth IRA as his or her own or establish the Roth IRA in the name of the decedent with the surviving spouse as the Beneficiary.

6.13 Nonspouse Beneficiary Direct Rollover

- (a) This Plan shall permit a direct trustee-to-trustee transfer of any portion of a benefit payable upon the death of a Participant may be distributed from this Plan to an individual retirement plan described in section 408(a) or (b) of the Code (an "IRA") that is established for the purpose of receiving the distribution on behalf of a Designated Beneficiary who is a nonspouse beneficiary. The transfer is treated as a direct rollover of an eligible rollover distribution for purposes of section 402(c) of the Code.

The IRA of the nonspouse beneficiary is treated as an inherited IRA within the meaning of section 408(d)(3)(C) of the Code.

- (b) This Plan shall offer a direct rollover of a distribution to a nonspouse beneficiary who is a Designated Beneficiary within the meaning of section 401(a)(9)(E) of the Code, provided that the distributed amount satisfies all the requirements to be an eligible rollover distribution other than the requirement that the distribution be made to the participant or the participant's spouse. The direct rollover must be made to an IRA established on behalf of the Designated Beneficiary that will be treated as an inherited IRA pursuant to the provisions of section 402(c)(11) of the

Code. If a nonspouse beneficiary elects a direct rollover, the amount directly rolled over is not includible in gross income in the year of the distribution.

- (c) Section 402(c)(11) of the Code provides that a direct rollover of a distribution by a nonspouse beneficiary is a rollover of an eligible rollover distribution only for purposes of section 402(c) of the Code. Therefore, the distribution is not subject to the direct rollover requirements of section 401(a)(31) of the Code, the notice requirements of section 402(f) of the Code, or the mandatory withholding requirements of section 3405(c) of the Code. If an amount distributed from a plan is received by a nonspouse beneficiary, the distribution is not eligible for rollover.
- (d) This Plan may make a direct rollover to an IRA on behalf of a trust where the trust is the named beneficiary of a decedent, provided the beneficiaries of the trust meet the requirements to be designated beneficiaries within the meaning of section 401(a)(9)(E) of the Code. In such a case, the beneficiaries of the trust are treated as having been designated as beneficiaries of the decedent for purposes of determining the distribution period under section 401(a)(9) of the Code, if the trust meets the requirements set forth in Treasury Regulation section 1.401(a)(9)-4, Q&A-5, with respect to the IRA.
- (e) Determination of Required Minimum Distributions:

General rule. If the Employee dies before his or her Required Beginning Date, the required minimum distributions for purposes of determining the amount eligible for rollover with respect to a nonspouse beneficiary are determined under either the 5-year rule described in section 401(a)(9)(B)(ii) of the Code or the life expectancy rule described in section 401(a)(9)(B)(iii) of the Code, as elected by the Participant. If no election is made the default minimum shall be determined under the life expectancy rule described in section 401(a)(9)(B)(iii) of the Code. Under either rule, no amount is a required minimum distribution for the year in which the Employee dies. The rule in Treasury Regulation section 1.402(c)-2, Q&A-7(b) (relating to distributions before an Employee has attained age 70½) does not apply to nonspouse beneficiaries.

Five-year rule. Under the 5-year rule described in section 401(a)(9)(B)(ii) of the Code, no amount is required to be distributed until the fifth calendar year following the year of the Employee's death. In that year, the entire amount to which the beneficiary is entitled under the plan must be distributed. Thus, if the 5-year rule applies with respect to a nonspouse beneficiary who is a designated beneficiary within the meaning of section 401(a)(9)(E) of the Code, for the first 4 years after the year the Employee dies, no amount payable to the beneficiary is ineligible for direct rollover as a required minimum distribution. Accordingly, the beneficiary is permitted to directly roll over the beneficiary's entire benefit until the end of the fourth year (but, the 5-year rule must also apply to the IRA to which the rollover contribution is made). On or after January 1 of the fifth year following the year in which the Employee died, no amount payable to the beneficiary is eligible for rollover.

Life expectancy rule. (1) *General rule.* If the life expectancy rule described in section 401(a)(9)(B)(iii) of the Code applies, in the year following the year of death and each subsequent year thereafter, there is a required minimum distribution. The amount not eligible for rollover includes all undistributed required minimum distributions for the year in which the direct rollover occurs and any prior year (even if the excise tax under section 4974 of the Code has been paid with respect to the failure in the prior years). (2) *Special rule.* If, under Treasury Regulation section 1.401(a)(9)-3, Q&A, paragraph (b) or (c) the 5-year rule applies, the nonspouse Designated Beneficiary may determine the required minimum distribution under the plan using the life expectancy rule in the case of a distribution made prior to the end of the year following the year of death. However, in order to use this rule, the required minimum

distributions under the IRA to which the direct rollover is made must be determined under the life expectancy rule using the same Designated Beneficiary.

- (f) If an Employee dies on or after his or her Required Beginning Date, within the meaning of section 401(a)(9)(C) of the Code, for the year of the Employee's death, the required minimum distribution not eligible for rollover is the same as the amount that would have applied if the Employee were still alive and elected the direct rollover. For the year after the year of the Employee's death and subsequent years thereafter, see Q&A-5 of Treasury Regulation section 1.401(a)(9)-5, Q&A-5, to determine the applicable distribution period to use in calculating the required minimum distribution. As in the case of death before the Employee's Required Beginning Date, the amount not eligible for rollover includes all undistributed required minimum distributions for the year in which the direct rollover occurs and any prior year, including years before the Employee's death.
- (g) Under section 402(c)(11) of the Code, an IRA established to receive a direct rollover on behalf of a nonspouse Designated Beneficiary is treated as an inherited IRA within the meaning of section 408(d)(3)(C) of the Code. The required minimum distribution requirements set forth in section 401(a)(9)(B) of the Code and the regulations thereunder apply to the inherited IRA. The rules for determining the required minimum distributions under the Plan with respect to the nonspouse beneficiary also apply under the IRA. Thus, if the Employee dies before his or her Required Beginning Date and the 5-year rule in section 401(a)(9)(B)(ii) of the Code applied to the nonspouse Designated Beneficiary under the plan making the direct rollover, the 5-year rule applies for purposes of determining required minimum distributions under the IRA. If the life expectancy rule applied to the nonspouse Designated Beneficiary under the plan, the required minimum distribution under the IRA must be determined using the same applicable distribution period as would have been used under the plan if the direct rollover had not occurred. Similarly, if the Employee dies on or after his or her Required Beginning Date, the required minimum distribution under the IRA for any year after the year of death must be determined using the same applicable distribution period as would have been used under the plan if the direct rollover had not occurred.
- (h) Notwithstanding anything else to the contrary in this Plan, if the nonspouse Beneficiary has not made an election for required minimum calculations, the minimum shall be calculated based on single life expectancy.
- (i) Effective for Plan Years beginning after December 31, 2009, plans are required to provide a direct rollover option for non-spouse beneficiaries and must provide a 402(f) notice pursuant to the Workers Retiree and Employer Recovery Act of 2008.

6.14 Election of Distribution: An election to receive distribution of amounts deferred under the Plan in accordance with this Article VI shall be made in writing on a form signed by the Participant or his Beneficiary and approved by the Employer. The election may be made after the Participant incurs a Severance from Employment with the Employer, is eligible for an in-service distribution pursuant to Sections 6.10 or 6.11, or dies. If no election is made by the Required Beginning Date the distribution shall be determined based upon the distribution period in the uniform lifetime distribution period table in section 1.401(a)(9)-9 of the Treasury Regulations. However, no payment will be made until the Participant (with the consent of the Employer) provides the Trustee, Custodian or Issuer with a proper distribution request acceptable to the Trustee, Custodian or Issuer.

6.15 Beneficiary Designation: A Participant may designate any person, trust, organization or estate to receive the balance in his Account at his death by filing a written Beneficiary Designation with the Employer prior to his death. If the Participant dies without designating a Beneficiary, the balance in the

Participant's Account will be paid to the Participant's spouse, but if the Participant has no surviving spouse, to the Participant's children in equal shares, but if the Participant has no surviving children, to the Participant's estate.

6.16 Distribution for Benefit of Participant or Beneficiary: If the Employer receives satisfactory evidence that any person entitled to receive a distribution is, at the time such distribution is payable, physically, mentally, or legally incompetent to receive the distribution and to give a valid receipt of such benefit therefore, and that an individual or institution is then maintaining or has custody of such person, and that no guardian, committee or other representative of the estate of such person has been appointed, the Employer may direct the institution to make the distribution to such individual or institution maintaining or having custody of such person, and the receipt by such individual or institution shall be valid and completely discharge the Employer for the payment of the distribution.

6.17 Plan-to-Plan Transfers from the Plan:

- (a) At the direction of the Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another eligible governmental plan within the meaning of section 457(b) of the Code and section 1.457-2(f) of the Treasury Regulations. A transfer is permitted under this Section 6.17(a) for a Participant only if the Participant has had a Severance from Employment with the Employer and is an employee of the entity that maintains the other eligible governmental plan. Further, a transfer is permitted under this Section 6.17(a) only if the other eligible governmental plan provides for the acceptance of plan-to plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.
- (b) Upon the transfer of assets under this Section 6.17, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 6.17 (for example, to confirm that the receiving plan is an eligible governmental plan under paragraph (a) of this Section 6.17, and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to section 1.457-10(b) of the Treasury Regulations.

6.18 Permissive Service Credit Transfers:

- (a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 6.18(a) may be made before the Participant has had a Severance from Employment, or other distributable event.
- (b) A transfer may be made under Section 6.18(a) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code. Such term may include service credit for periods for which there is no performance of service, and may include service credited in order to provide an increased benefit for service credit which a participant is receiving under the defined benefit plan.

6.19 In-Plan Roth Rollovers:

- (a) **Adoption and Effective Date of Amendment:**
This Amendment of the Plan is adopted to reflect certain provisions of the Small Business Act of 2010 (SBJA). This Amendment is intended as good faith compliance with the requirements of the SBJA and is to be construed in accordance with SBJA and the guidance issued thereunder. This SBJA Amendment shall be effective for distributions made on or after the date indicated in the Adoption Agreement, but in no event earlier than January 1, 2011.
- (b) **Supersession of Inconsistent Provisions:** This Amendment shall supercede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- (c) **Rollovers from Deferral Plans to Designated Roth Accounts:** The following shall be considered a part of the Employer's Plan with respect to distributions made after the Enactment Date:
 - (1) **Qualified Rollover Contributions:** Participants will be given the opportunity upon reaching a distributable event under the Plan to rollover from any amounts available under the Plan to the Designated Roth Account under this Plan.
 - (2) **In-Plan Conversions:** An "In-Plan Conversion" shall refer to an amount that is distributable under the Plan and such amount is rolled over into the Designated Roth Account under the Plan. Such amounts must be kept separately accounted for, for purposes of reporting.
 - (3) **Additional Reporting and Recordkeeping:** Until such time that the IRS or any other agency provides guidance that would not require certain recordkeeping actions, the Employer shall be obligated to maintain separate records with respect to each "in-plan" conversion that occurs.
 - (4) **Taxable Rollovers to Designated Roth Accounts:** Notwithstanding sections 402(c), 403(b)(8), and 457(e)(16), in the case of any distribution to which this paragraph applies:
 - (A) There shall be included in gross income any amount which would be includible were it not part of a Qualified Rollover Contribution;
 - (B) Section 72(t) of the Code shall not apply;
 - (C) 20% Withholding does not apply under section 3405(c);
- (d) **Distributions to Which Amendment Relates:** In the case of an applicable retirement plan which includes a qualified Roth contribution program, this amendment shall apply to a distribution from such plan other than from a Designated Roth Account which is contributed in a qualified rollover contributions (within the meaning of section 408A(e)) to the Designated Roth Account maintained under such Plan for the benefit of the individual to whom the distribution is made.
- (e) **Distributions to Surviving Spouses and Alternate Payee Spouses:** This amendment shall apply to Surviving spouse Beneficiaries as well as Alternate Payee Spouses pursuant to a QDRO distribution.

ARTICLE VII REQUIRED MINIMUM DISTRIBUTIONS

- 7.01 **Effective Date:** The provisions of this Article will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- 7.02 **Precedence:** The requirements of this Article will take precedence over any inconsistent provisions of the Plan.

- 7.03 Requirements of Treasury Regulations Incorporated:** All distributions required under this Article will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Code.
- 7.04 Required Beginning Date:** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.
- 7.05 Death of Participant Before Distributions Begin:** If the Participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
- (a) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then, except as provided in this amendment, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
 - (b) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then, except as provided in this amendment, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (c) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (d) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 7.05, other than Section 7.05(a), will apply as if the surviving spouse were the Participant.

For purposes of this Section 7.05, unless Section 7.05(d) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Section 7.05(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 7.05(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 7.05(a)), the date distributions are considered to begin is the date distributions actually commence. A Designated Beneficiary who is receiving payments under the 5-year rule may make a new election to receive payments under the life expectancy rule until December 31, 2003, provided that all amounts that would have been required to be distributed under the life expectancy rule for all distribution calendar years before 2004 are distributed by the earlier of December 31, 2003 or the end of the 5-year period.

- 7.06 Forms of Distribution:** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with this Article VII. If the participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury regulations.
- 7.07 Amount of Required Minimum Distribution For Each Distribution Calendar Year:** During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:
- (a) the quotient obtained by dividing the Participant's account balance by the distribution period in the

Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

- (b) if the Participant's sole Designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

7.08 Lifetime Required Minimum Distributions Continue Through Year of Participant's Death: Required minimum distributions will be determined under this Article VII beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

7.09 Death On or After Date Distributions Begin:

- (a) **Participant Survived by Designated Beneficiary:** If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's Designated Beneficiary, determined as follows:
 - (1) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
 - (2) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.
 - (3) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
- (b) **No Designated Beneficiary:** If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

7.10 Death Before Date Distributions Begin:

- (a) **Participant Survived by Designated Beneficiary:** Except as provided in this amendment, if the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's Designated Beneficiary, determined as provided in this Article.

- (b) **No Designated Beneficiary:** If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (c) **Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin:** If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 7.05(a), this Section 7.10 will apply as if the surviving spouse were the Participant.

7.11 Definitions:

- (a) **Designated Beneficiary:** The individual who is designated as the beneficiary under Section 2.10 of the Plan and is the Designated Beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.
- (b) **Distribution Calendar Year:** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 2.02. The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.
- (c) **Life expectancy:** Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.
- (d) **Participant's account balance:** The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.
- (e) **Required Beginning Date:** The Required Beginning Date shall be the April 1 following the later of the year in which the Participant attains the age of 70 ½ or the year in which the Participant retires.

**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

- 8.01 Non-Assignability:** Except as provided in Sections 8.02 and 8.03, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

8.02 Domestic Relation Orders:

- (a) Notwithstanding Section 8.01, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of an Alternate Payee is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.
- (b) The term Alternate Payee is defined to include a spouse, former spouse, child or other dependent of a Participant who is assigned under a qualified domestic relations order (as defined in §414(p) of the Code) a right to receive all or a portion of the benefits payable with respect to a Participant.
- 8.03 IRS Levy:** Notwithstanding Section 8.01, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.
- 8.04 Mistaken Contributions:** If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.
- 8.05 Payments to Minors and Incompetents:** If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.
- 8.06 Procedure When Distributee Cannot Be Located:** The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer's or the Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Trust Fund shall continue to hold the benefits due such person.
- 8.07 Administration of the Plan:** The Employer shall be responsible for the general administration of the Plan and shall administer the Plan in accordance with its terms. The Employer shall determine all questions arising in the administration, interpretation and operation of the Plan, and in so doing may consult with and rely upon such legal and other opinions as it deems necessary and proper. The Employer shall maintain such records, render such reports and take such actions as may be necessary for administration of the Plan

or required by law or regulation. The duties and responsibilities of the Employer in such matters may be delegated to an agent or representative. The Institution, if applicable under a separate agreement, will provide reasonable assistance in preparation of records and reports.

- 8.08 Loss of Plan Eligibility:** If this Plan is administered by the Employer in a manner which is inconsistent with the requirements of the Plan or of section 457(b) of the Code and any regulations thereunder, the Plan shall be treated as not meeting such requirements as of the first Plan Year beginning more than 180 days after the date of notification by the Internal Revenue Service of the inconsistency, unless the Employer corrects the inconsistency before the first day of such Plan Year.
- 8.09 Liability of Institution:** The Institution shall not be liable for administration of the Plan or for effecting compliance with the eligibility requirements of the Plan and section 457(b) of the Code. The Institution shall have no liability in connection with investment of the amounts it receives other than that arising from its own negligence. The Institution shall not be liable for acts of collection agents, for any loss in transit or for any loss incurred in handling collection items. All Accounts are subject to the Institution's charter and bylaws and all applicable statutes and regulations.
- 8.10 Amendment of the Plan:** The Employer shall have the right at any time to amend the Plan in any manner it deems necessary or advisable in order to maintain the Plan and the Accounts established hereunder as an eligible deferred compensation plan as provided in section 457 of the Code and any regulation thereunder. No amendment to the Plan shall cause or permit any portion of the funds invested pursuant to the Plan to revert to or become the property of a Participant except as permitted by section 457 of the Code or any other applicable law or regulation. Each amendment shall be made in writing and shall state therein the date on which it is effective.
- 8.11 Termination of Plan:** The Employer shall have the right at any time to terminate or suspend the Plan after thirty (30) days prior written notice to the Institution and the Participants. In the event of termination or suspension, the balances of Accounts maintained under the Plan may be retained by the Institution to be distributed in accordance with the Plan, may be transferred to another institution or investment medium, or may be distributed to the Employer, as shall be directed in writing by the Employer. In no event shall a termination or suspension of the Plan result in the distribution to a Participant prior to the time at which such distribution would otherwise be made under Articles VI or VII of the Plan.
- 8.12 Termination of Institution's Participation:** The Institution shall have the right to terminate its participation in the Plan as a depository upon thirty (30) days prior written notice to the Employer and Participants. The Institution may terminate its functions as depository with respect to amounts already in the Institution, as to amounts to be received by the Institution in the future, or as to both amounts currently invested and to be received. Upon written instructions from the Employer, the Institution shall transfer the funds invested under the Plan to another institution or other investment medium.
- 8.13 No Employment Contract:** The establishment of or participation in this Plan shall not be construed as giving any Participant or other person any legal or equitable right against the Employer except as provided in the Plan. The terms of employment of a Participant shall not be modified or affected by the Plan.
- 8.14 No Representation:** The Employer and the Institution do not represent or guarantee that any particular federal income tax consequence will result from participation in this Plan. Participants are advised to consult their tax advisors to determine the tax consequences of participation. The Employer makes no representation or guarantee with respect to the investments made pursuant to the Plan, and the Employer shall have no liability for any investment losses.
- 8.15 Word Usage:** Words used in the Plan in the singular shall include the plural and the plural the singular where applicable, and the masculine shall include the feminine or common gender where appropriate.

- 8.16 **Headings:** The headings and subheadings in the Plan are inserted for convenience and reference and are not to be used in construing this instrument or any provision thereof.
- 8.17 **Governing Law:** The Plan and every provision thereof shall be construed and its validity determined according to the laws of the State or Commonwealth named in the Adoption Agreement.

ARTICLE IX TRUST AGREEMENT

9.01 Trust Requirement:

- (a) **Trust:** Notwithstanding any contrary provision of the Plan, in accordance with section 457(g) of the Code, all amounts of compensation deferred pursuant to the Plan, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights shall be held in trust for the exclusive benefit of participants and beneficiaries under the Plan. Any trust under the Plan shall be established pursuant to a written agreement that constitutes a valid trust under the law of the state indicated in the Adoption Agreement.
- (b) **Custodial Account** - Notwithstanding any contrary provision of the Plan, in accordance with section 457(g) of the Code, all amounts of compensation deferred pursuant to the Plan, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights shall be held in one or more custodial accounts for the exclusive benefit of participants and beneficiaries under the Plan. For purposes of this paragraph, the custodian of any custodial account created pursuant to the Plan must be a bank, as described in section 408(n) of the Code, or a person who meets the nonbank trustee requirements of paragraphs (2)-(6) of section 1.408-2(e) of the Treasury Regulations relating to the use of non-bank trustees.
- (c) **Annuity Contract** - Notwithstanding any contrary provision of the Plan, including any annuity contract issued under the plan, in accordance with section 457(g) of the Code, all amounts of compensation deferred pursuant to the Plan, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights shall be held in one or more annuity contracts, as defined in section 401(g) of the Code, issued by an insurance company qualified to do business in the state where the contract was issued, for the exclusive benefit of participants and beneficiaries under the Plan. For this purpose, the term "annuity contract" does not include a life, health or accident, property, casualty, or liability insurance contract.

9.02 Trustee's Duties:

- (a) The Trustee must maintain ownership of the Investments. To the extent of Investments under a group trust, collective investment fund, or other pooled investment, the Trustee's participation (whether or not measured by shares or units) in the group-trust, collective investment fund, or other pooled investment is the form of ownership.
- (b) The Trustee has no investment duties under the Plan and Trust. Except for use of a processing account, the Trustee shall not invest any money or property of the Trust other than under the Investments selected by the Employer as instructed by Participants and Beneficiaries.

The parties acknowledge that the Plan requires Participants and Beneficiaries to direct the investment of their plan accounts among the plan investments and any funds or options under those Investments. The Employer is responsible for the selection of the plan investments and shall disclose the available investments on a form provided to Participants. The Trustee has no duty to consider the prudence of any investment of any kind. The Trustee has no duty to and shall not inquire into any Participant's or

Beneficiary's investment direction.

9.03 Trustee's Powers:

Subject to the limitations stated in Section 9.04 of the Plan and otherwise by this Article IX, the Trustee has all powers provided by any applicable statute and otherwise at law or in equity (including the common law), and has the following specified powers in addition to and not by limitation upon any such powers.

- (a) The Trustee delegates to the Plan Administrator authority to exercise any of the Trustee's rights or powers under the Investments. The Trustee shall oversee the Plan Administrator's actions so as to have reasonable assurance that the Investments are used according to the Plan and not for any improper purpose.
- (b) The Trustee has power to adjust, settle, contest, compromise and arbitrate any claims, debts, or damages due or owing to or from the Trust, and to sue, commence or defend any legal proceedings relating to the Trust.
- (c) Subject to applicable local government procurement law, the Trustee has power to employ (at the expense of the Trust) suitable agents, accountants, attorneys, lawyers, legal assistants, consultants, and counsel of any kind; and to pay their fees or expenses and compensation out of the Trust assets, or to reimburse the Plan Administrator for any such fees or expenses and compensation it has already paid if the Plan Administrator instructs the Trustee that the Plan Administrator incurred or if the Trustee incurred such expense for the purpose of Plan and Trust administration.

9.04 Trustee's Limitations:

- (a) The Trustee shall not invest any money or property of the Trust other than under a permitted Plan Investment.
- (b) Each Employer sends Contributions to the Trustee or its agent to be invested under the Investments. The Trustee shall not receive any Contributions.
- (c) Trustee shall not give any investment direction or instruction of any kind, except as instructed by the Plan Administrator.
- (d) To the extent required by section 457(g) of the Code, the Trustee has no power to use or divert any part of the Trust assets or income to purposes other than for the exclusive benefit of the Participants and their Beneficiaries under the Plan.

**ARTICLE X
LOANS TO PARTICIPANTS**

10.01 Loans. General Rules:

- (a) If elected by the Employer in the Adoption Agreement, a Participant who is an Employee may apply for and receive a loan from his or her Account Balance as provided in this Article X.
- (b) Any such loan may not be for an amount less than the minimum amount specified by the Administrator. If not specified by the Administrator, the minimum loan amount shall be \$1,000. The provisions of the Employer's Loan Policy, if any, shall supersede any provisions or procedures contained in this Article X, except the provisions outlined in Section 10.02 below.
- (c) Enforceable Agreement Requirement. A loan does not satisfy the requirements of this paragraph unless the loan is evidenced by a legally enforceable agreement (which may include more than one document) and the terms of the agreement demonstrate compliance with the

requirements of section 72(p)(2) and this Section. Therefore, the agreement must specify the amount and date of the loan and the repayment schedule. The agreement does not have to be signed if the agreement is enforceable under applicable law without being signed. The agreement must be set forth in a written paper document.

- (d) Any additional requirements will be outlined in the Plan's Loan Policy and Procedures.

10.02 Maximum Loan Amount: No loan to a Participant hereunder may exceed the lesser of:

- (a) \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period), or
- (b) one half of the value of the Participant's vested Account Balance (as of the Valuation Date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section 10.02, any loan from any other plan maintained by a participating employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan under this Section 10.02 to exceed the amount that would otherwise be permitted in the absence of this paragraph.

10.03 Terms of Loan: The terms of the loan shall:

- (a) require level amortization with payments not less frequently than quarterly throughout the repayment period, except that alternative arrangements for repayment may apply in the event that the borrower is on an bona fide unpaid leave of absence for a period not to exceed one year for leaves other than a qualified military leave within the meaning of section 414(u) of the Code or for the duration of a leave which is due to qualified military service;
- (b) require that the loan be repaid within five years unless the Participant certifies in writing to the Administrator that the loan is to be used to acquire any dwelling unit which within a reasonable time is to be used (determined at the time the loan is made) as a principal residence of the Participant; and
- (c) provide for interest at a rate equal to two percentage point above the prime rate on the first business day of the month in which the loan is approved by the Administrator, or such other reasonable interest rate as specified in the Employer's Loan Policy.

10.04 Security for Loan; Default:

- (a) **Security.** Any loan to a Participant under the Plan shall be secured by the pledge of the portion of the Participant's interest in the Plan invested in such loan.
- (b) **Default.** In the event that a Participant fails to make a loan payment under this Article X within 90 days after the date such payment is due, a default on the loan shall occur. In the event of such default, all remaining payments on the loan shall be immediately due and payable.

In the case of any default on a loan to a Participant, the Administrator shall apply the portion of the Participant's interest in the Plan held as security for the loan in satisfaction of the loan on the date of Severance from Employment. In addition, the Administrator shall take any legal action it shall consider necessary or appropriate to enforce collection of the unpaid loan, with the costs of any legal proceeding

or collection to be charged to the Account Balance of the Participant.

Notwithstanding anything elsewhere in the Plan to the contrary, in the event a loan is outstanding hereunder on the date of a Participant's death, his or her estate shall be his or her Beneficiary as to the portion of his or her interest in the Plan invested in such loan (with the Beneficiary or Beneficiaries as to the remainder of his or her interest in the Plan to be determined in accordance with otherwise applicable provisions of the Plan).

- 10.05 Repayment:** The Participant may be required, as a condition to receiving a loan, to enter into an irrevocable agreement authorizing the Employer to make payroll deductions from his or her Compensation as long as the Participant is an Employee and to transfer such payroll deduction amounts to the Trustee in payment of such loan plus interest. Repayments of a loan may be made by payroll deduction of equal amounts (comprised of both principal and interest) from each paycheck, with the first such deduction to be made as soon as practicable after the loan funds are disbursed; provided however, that a Participant may prepay the entire outstanding balance of his loan at any time and provided, further, that if any payroll deductions cannot be made in full because a Participant is on an unpaid leave of absence or is no longer employed by a participating employer (that has consented to make payroll deductions for this purpose) or the Participant's paycheck is insufficient for any other reason, the Participant shall pay directly to the Plan the full amount that would have been deducted from the Participant's paycheck, with such payment to be made by the last business day of the calendar month in which in which the amount would have been deducted.
- 10.06 Failure to Make Loan Payment:** If a Participant fails to make a loan payment when due, such Participant will have 90 days (or such other reasonable period established by the Employer, disclosed to Participants, and applied on a uniform basis) after such loan payment due date to cure such default. If the Participant fails to make the loan payment by the end of the cure period, one or more of the following options will be applied on a uniform basis for all Participants under the Plan's written loan policy:
- (a) If permitted under the maximum Participant loan limits, a new loan will be created in the amount of the amount in default;
 - (b) The amount in default will be reported as a deemed distribution for the tax year in which the cure period (as described in the Employer's Loan Policy) expired; or
 - (c) The amount in default will be deducted from the Participant's vested account balance, when a distributable event occurs.

ARTICLE XI

ADDITIONAL REQUIREMENTS UNDER THE STATE OF NEW JERSEY

- 11.01 Additional Definitions:** The following definitions apply to this Prototypical 457(b) Eligible Deferred Compensation Plan and shall apply as that term is defined under the applicable laws cited for the State of New Jersey, unless superseded by Federal laws and regulations.
- (a) **Contractor:** Any person or entity, other than the employer, authorized to do business in New Jersey that provides investments or services or both regarding an employer's deferred compensation plan.
 - (b) **Director:** The Director of the Division of the Local Government Services in the Department of Community Affairs in the State of New Jersey.
 - (c) **Employer:** A local unit, a municipality, a county, an authority created by one or more counties or municipalities, a fire district or a joint meeting.

- (d) **Independent Auditor:** A registered municipal accounts for a municipality or county pursuant to N.J.S.A. 40A:5-4 or a registered municipal accounts or certified public accountant for an authority or fire district pursuant to N.J.S.A. 40A:5A-15.
- (e) **Investment Product:** any investment product specifically approved and authorized by the Employer to be offered to Participants under the Plan, provided that such products are held in Trust, or are annuity contracts or custodial accounts that meet the requirements of section 401(f) of the Code to be treated as a Trust to hold the Plan's assets. For purposes of this Section 11.01, the term "annuity contract" does not include a life, health or accident, property, casualty or liability insurance contract.

Notwithstanding the provisions of this Section 11.01(e) to the contrary, the Investment Products shall be one or more of the following types of investments to the exclusion of all others:

- (1) Interest bearing accounts or securities, in which savings banks of New Jersey are authorized to invest their funds;
 - (2) State of New Jersey Cash Management Fund;
 - (3) Individual or group annuity contracts, whether fixed or variable; or
 - (4) Mutual fund shares.
- (f) **Joinder Agreement:** The form executed by each Employee to become a Participant in the Eligible 457(b) Deferred Compensation Plan. This form shall also serve as the salary reduction agreement between the Employer and the Employee.
 - (g) **Local Plan Administrator; Administrator:** The person or group of local public officials or employees, including the local governing body, appointed by the governing body of the local unit to act as the plan representative with respect to the contractor and to perform the plan duties, if any, that are not to be performed by the Contractor under the terms of a service agreement. The Employer shall be the Local Plan Administrator unless a different entity is indicated in the Adoption Agreement.
 - (h) **Normal Retirement Age:** For purposes of the Special 3 years prior to Normal Retirement Age Catch-up Contribution in Section 4.07, any age that is on or after the earlier of age 65 (age 40 for qualified police and firefighters) or the age at which Participants have the right to retire and receive, under the State of New Jersey basic defined benefit plan (or a money purchase pension plan in which the Participant participates if the Participant is not eligible to participate in a defined benefit plan, if applicable), immediate retirement benefits without actuarial or similar reduction because of retirement before the normal retirement age specified in the State of New Jersey defined benefit pension plan (or money purchase pension plan, if applicable). Alternatively, a Participant is allowed to designate a Normal Retirement Age within these ages. Such Age or choice shall be indicated in the Adoption Agreement.
 - (i) **Plan manager or "manager":** The person or group of local public officials or employees, including the local governing body, appointed by the governing body of the local unit as fiduciary responsible for the administration of the employers self-administered deferred compensation plan and for the investments and the accounting of funds maintained under the plan.
 - (j) **Prototypical plan:** A deferred compensation plan prepared by a Contractor and approved by the Director.
 - (k) **Prototypical service agreement or "service agreement":** A contract between the Employer and a

third party for the administration of the Employer's deferred compensation plan, the form and content of which have been approved by the Director.

- (l) **Self-administered plan:** A deferred compensation plan prepared and administered by the local unit and approved by the Director.

11.02 Responsibilities of the Director:

- (a) The Director shall approve all service agreements, deferred compensation plans prior to the implementation of such plan and agreements, or if applicable upon amendment. If rejected the Director shall provide in writing the reason(s) for rejection and permit the Contractor to provide the additional material within a 60 day period prior to the Plan and Agreement being disapproved.
- (b) Any Investments are subject to review by the Director. With the exception of investments made by domestic insurance companies licensed to sell life insurance and annuities in this State and subject to review by the Commissioner of the Department of Insurance pursuant to Chapter 20 of Title 17B of the New Jersey Statutes, the Director may review and reject any such investment. In making such determinations, the Director shall utilize the standards applicable to the prudent investor as provided in section 13 of P.L. 1981, c.405 (N.J.S.A. 3B:20-13).

11.03 Responsibilities of Contractors:

- (a) All Contractors shall submit to the Director for approval prototypical plans; service agreements and any amendments thereto to be made available to Employers. The plan and service agreement shall contain, but not be limited to, the policies and procedures to be used in operating a deferred compensation plan as set forth in these rules.
- (b) The approval of a prototypical plan or a service agreement by the Director shall not constitute an endorsement of the plan or service agreement.
- (c) The Contractor shall be responsible for the proper performance of the duties it has agreed to assume under the terms of its service agreement.
- (d) Each January the Director shall distribute to the contractors of prototypical plans and/or service agreements and to the chief financial officer of any local unit with a self-administered plan, a form on which the appropriate party shall certify that the investments offered comply with N.J.S.A. 43:15B-3c. The certification form shall be returned to the director within 30 days from the date of mailing.

11.04 Responsibilities of the Employer:

- (a) The Employer shall have the right to amend this Plan, Adoption Agreement and any service agreement to accommodate changes in the Internal Revenue Code, Federal Statutes, state laws or rules or operational issues.
- (b) The Employer must notify all Participants in writing prior to making any amendment to the Plan. The notice shall state that an amendment will be made, what the amendment will be, why the Plan is being amended, and what the impact, if any, will be on the participants. The Participants shall have the right to modify the joinder agreement to reduce or eliminate any adverse impact on their accounts, if applicable.

- (c) The Employer shall adopt any amendment by resolution of the governing body and shall forward a certified copy of the resolution to the Director.

11.05 Miscellaneous Provisions:

- (a) The Employer may charge the plan fund for reasonable administrative expenses in an amount agreed upon between the Employer and the employees.
- (b) When an Employer terminates the Plan or a service agreement such act must be done by resolution and a copy of such resolution must be filed with the Director.
- (c) A Contractor who provides a prototypical service agreement shall post a bond obtained from an organization duly authorized and licensed to provide such bond in the State of New Jersey, to protect the Plan and the Employer from any loss resulting from fraud or dishonesty by such Contractor. Evidence of such bond or ability to obtain such bond if the service agreement is awarded shall be provided to the Employer and to the Director. The amount of bond shall not be less than 100 percent of the amount of funds managed by such Contractor. A Contractor providing services in accordance with these rules shall provide the Employer and Director with evidence of appropriate liability insurance and errors and omissions insurance.

**ELIGIBLE 457(b) DEFERRED COMPENSATION PLAN & TRUST
FOR NEW JERSEY GOVERNMENTAL ENTITIES
EMPLOYER'S ADOPTION AGREEMENT**

Equitable

NJ Vendor No: 20-PD-EQUITABLE-091720

The undersigned Employer hereby adopts an eligible deferred compensation plan in the form of the Eligible 457(b) Deferred Compensation Plan & Trust which is attached hereto and agrees that the following elections shall be a part of such Plan:

GENERAL INFORMATION

1. Name and address of Employer: _____
Phone #: _____
EIN #: _____
2. Name of Plan: _____
3. Contact Name: _____; Phone: _____; Email: _____
4. Employer has completed and signed this Adoption Agreement in order to (choose one):
(a) Establish a new plan. The effective date of the Plan is _____.
(b) Amend and restate its previously adopted 457(b) Eligible Deferred Compensation Plan in the form of this Plan. The effective date of this restatement is _____, with an initial effective date of: _____.
5. Administrator: (a) Employer; (b) Other: _____
6. This Plan shall be governed by the laws of the State or Commonwealth of: New Jersey.

PLAN PROVISIONS

7. Plan Year shall mean: (a) the calendar year; (b) other 12-month period ending _____.
8. The Valuation Date for the Plan shall be: (a) daily; (b) annual; (c) monthly; (d) quarterly; or (e) Other: _____
Default – 8(a)
9. The Normal Retirement Age under the Plan means (choose one):
(a) Any age selected by the Employee from age _____ to age 70 1/2. The age inserted can be no less than the earliest age at which a Participant has the right to retire under the Employer's basic pension plan without consent of the Employer and to receive immediate retirement benefits with actuarial or similar reduction because of retirement before some later age specified in the Employer's basic pension plan.
(b) Age _____.
(c) The later of:
(1) The latest normal retirement age specified in the Employer's basic pension plan, or
(2) Age 65.

Important Note – The "Normal Retirement Age or NRA" is used to determine the 3-year period that the Participant can calculate their special catch-up contributions. The calculation is for the 3 years prior to the year that the participant would attain the NRA. The age can not be less than 65 unless the earliest age under the basic pension plan is less than 65.

**ELIGIBLE 457(b) DEFERRED COMPENSATION PLAN & TRUST
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10. The minimum amount which may be deferred by a Participant in any calendar month is \$_____.
11. Participant loans (a) shall not (b) shall be available under the Plan.
12. The Employer authorizes investment options available through the following Contractors:

Name of Investment Provider	Trustee	Custodian	Issuer
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ELIGIBILITY

13. Eligibility shall be extended to (indicate all employees eligible to participate in the Plan):

	Yes	No
(a) All Employees	<input type="checkbox"/>	<input type="checkbox"/>
(b) Independent Contractors	<input type="checkbox"/>	<input type="checkbox"/>
(c) Leased Employees	<input type="checkbox"/>	<input type="checkbox"/>
(d) Only the following Employees are eligible to participate in the Plan (describe): _____	<input type="checkbox"/>	<input type="checkbox"/>
(e) Other (describe in detail): _____	<input type="checkbox"/>	<input type="checkbox"/>

Default – All Employees are eligible.

CONTRIBUTIONS

14. The Plan shall accept the following contribution types: (check all that apply and complete the corresponding items):

Contribution Type	Check if "Yes"	Complete:
(a) Pre-Tax Elective Deferrals	<input type="checkbox"/>	Items 15-17
(b) Post-Tax Roth Elective Deferrals	<input type="checkbox"/>	Item 15(b)
(c) Mandatory Employee Contribution	<input type="checkbox"/>	Item 15(e)
(d) Employer Nonelective	<input type="checkbox"/>	Item 18
(e) Employer Matching	<input type="checkbox"/>	Item 19
(f) Employer "Pick-up" contributions	<input type="checkbox"/>	Item 15(f)
(g) Accrued Unpaid Sick/Vacation Pay	<input type="checkbox"/>	Item 15(g)
(h) Rollovers	<input type="checkbox"/>	see Items 20-23
(i) Transfers from other Governmental 457(b) Plans	<input type="checkbox"/>	N/A
(j) Employer Contributions for Certain Military Personnel as defined in Section 4.14(b) of the Plan	<input type="checkbox"/>	N/A

15. (a) Pre-Tax Elective Deferrals - A Participant may defer up to the following amount of compensation into this Plan:
- (i) The maximum permitted by law.
- (ii) _____% of annual compensation; or
- (iii) \$_____ per year.

Default – 15(a)(i)

**ELIGIBLE 457(b) DEFERRED COMPENSATION PLAN & TRUST
FOR NEW JERSEY GOVERNMENTAL ENTITIES
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(b) Roth Deferrals shall apply to contributions on or after _____. (Enter the effective date that the Plan will begin to accept Roth Deferrals, but in no event earlier than 1/1/2011.)

- (i) Direct Rollovers: If 15(b) is elected, the Plan: will will not accept a direct rollover from another Roth Deferral account under an applicable retirement plan as described in 402A(e)(1) of the Code.

Default: If neither box is checked, "will not" shall apply.

- (ii) If 15(b) is selected then Highly Compensated Employees may may not designate the extent to which an excess contribution is comprised of pre-tax Deferrals and Roth Deferrals.

Default: If neither box is checked, "may not" shall apply.

(c) Age 50 Catch-up Contributions: (Choose one.)

- (i) shall apply; or
(ii) shall not apply.

Default – 15(c)(i)

(d) Matching Contributions and Catch-up Contributions

Matching Contributions (i) will (ii) will not be made, in accordance with the Matching Contribution formula specified by the Employer and communicated to Participants, with regard to Catch-up Contributions.

Default –15(d)(i)

(e) Mandatory Employee Contributions:

- (i) Mandatory Employee Contributions shall be made as follows:

- (A) _____% of each eligible Employee's Compensation
 (B) Other: _____

- (ii) If 15(d)(i) is elected, such contributions are contributions under section 3121(b)(7)(F) of the Code, and
 are; are not part of a Social Security Replacement Plan.

(f) Employer "Pick-up" contributions under section 414(h) of the Code:

The contributions elected under 15(a) and/or 15(d) shall; shall not be considered as Employer "Pick-up" contributions.

(g) Accrued Unpaid Sick/Vacation Pay provisions of the Employer's policy shall shall not apply to this Plan. If applicable an addendum shall be added reflecting the provisions used in the Employer's policy.

16. Automatic Enrollment: If an eligible Employee fails to make an affirmative election not to participate in the Plan with respect to Elective Deferrals, the percentage in Item 17 below:

- (a) shall not;
(b) shall be automatically withheld and contributed to the Plan as an Elective Deferral.

Caution: An Employer should determine whether automatic enrollment is permitted under the applicable State law prior to adopting this provision.

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17. Amount of Automatic Elective Deferral: If Item 16(b) is elected, the following percentage or amount shall be automatically deducted from the Employee's compensation and contributed to the Plan as an Elective Deferral:
- (a) N/A, Automatic Enrollment does not apply.
 - (b) _____%
 - (c) _____%, with automatic increases each subsequent Plan Year of _____%
 - (d) \$ _____
 - (e) \$ _____, with automatic increases each subsequent Plan Year of \$ _____ or _____% of compensation.

Default Provision – 17(a) - unless Item 16(b) is selected, then 17(b) shall apply at the rate of 3%.

18. Employer Nonelective Contributions - The Employer shall contribute to the Plan in the following manner:
- (a) N/A. Nonelective Contributions shall not be made.
 - (b) \$ _____ per Participant
 - (c) _____% of each Participant's Compensation
 - (d) Other (specify): _____
19. Employer Matching Contributions - The Employer shall contribute to the Plan in the following manner:
- (a) N/A No Matching Contributions shall be made.
 - (b) The Employer will match salary deferrals at _____% up to _____% of Compensation.
 - (c) Other (specify): _____

PORTABILITY ELECTIONS

20. Direct Rollovers: The Plan will accept a Direct Rollover of an Eligible Rollover Distribution from: (Check each that applies or N/A.)
- (a) a qualified plan described in section 401(a) or 403(a) of the Code, excluding after-tax employee contributions.
 - (b) an annuity contract described in section 403(b) of the Code, excluding after-tax employee contributions.
 - (c) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.
 - (d) N/A. The Plan will not accept Direct Rollovers from any plan.
21. Participant Rollover Contributions from Other Employer Plans: The Plan will accept a Participant contribution of an Eligible Rollover Distribution from: (Check each that applies or N/A.)
- (a) a qualified plan described in section 401(a) or 403(a) of the Code, excluding after-tax employee contributions.
 - (b) an annuity contract described in section 403(b) of the Code, excluding after-tax employee contributions.
 - (c) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.
 - (d) N/A. The Plan will not accept Rollover Contributions from any employer plan.
22. Participant Rollover Contributions from Traditional IRAs:
- The Plan: (Choose one.) (a) will (b) will not accept a Participant Rollover Contribution of the portion of a distribution from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.
23. Effective Date of Direct Rollover and Participant Rollover Contribution Provisions:

Items 20-22 shall be effective: (a) January 1, 2002; or (b) _____ (Enter a date no earlier than January 1, 2002.)

**ELIGIBLE 457(b) DEFERRED COMPENSATION PLAN & TRUST
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DISTRIBUTIONS AND TRANSFERS OUT OF OR WITHIN THE PLAN

24. The following distributions or transfers are permitted:

Provision	Check, if permitted
(a) Unforeseeable Emergency Distributions	<input type="checkbox"/>
(b) Transfers to State DB Plan (Purchase Service Credits)	<input type="checkbox"/>
(c) Transfers to another 457(b) Governmental Plan	<input type="checkbox"/>
(d) Single Sum Payment Distributions	<input type="checkbox"/>
(e) Periodic Distributions	<input type="checkbox"/>
(f) Annuity purchase	<input type="checkbox"/>
(g) \$5,000 in-service distributions permitted*	<input type="checkbox"/>
(h) Mandatory cash-out at \$5,000*	<input type="checkbox"/>
(i) In-Plan Roth Rollovers	<input type="checkbox"/>

*May only elect (g) or (h), not both.

SIGNATURE

Name of Employer: _____

Employer's Signature: _____ Date: _____

Name and Title of Signer: _____

