

August 13, 2015

Borough of Allendale
Closed Executive Session

Resolution 15-238

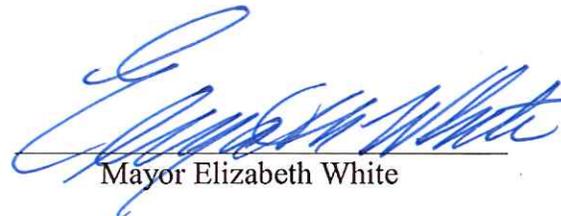
BE IT RESOLVED in compliance with N.J.S.A. 10:4-12, the Mayor and Council of the Borough of Allendale entered into Closed Executive Session to discuss the following matters:

- A. Personnel
 - 1. Administrative Officer Position

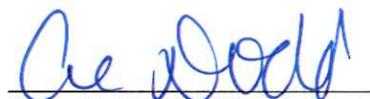
Minutes will be taken of the meeting and released to the public at the time that the matter is resolved.

| | Motion | Second | Yea | Nay | Absent | Abstain |
|------------|--------|--------|-----|-----|--------|---------|
| Bernstein | ✓ | | ✓ | | | |
| Homan | | | | | ✓ | |
| McSwiggan | | | ✓ | | | |
| Sasso | | ✓ | ✓ | | | |
| Strauch | | | ✓ | | | |
| Wilczynski | | | ✓ | | | |
| White | | | | | | |

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 13, 2015



Mayor Elizabeth White



Anne Dodd, RMC
Municipal Clerk

Borough of Allendale

August 13, 2015

Resolution 15-239

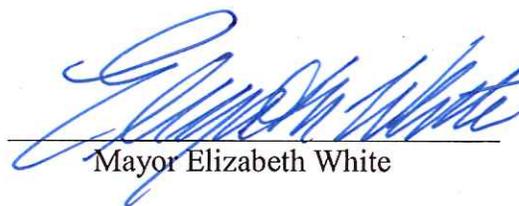
List of Bills

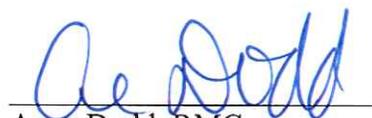
Now, Therefore, Be It Resolved by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approves the Bill List dated August 13, 2015 in the amounts of:

| | |
|------------------------------|-----------------------|
| Current Fund | \$2,390,943.98 |
| General Capital | \$24,489.10 |
| Improvement & Beautification | \$500.00 |
| Dog Fund | \$3,105.20 |
| COAH/Housing Trust | \$360.00 |
| Trust Fund | \$5,296.00 |
| Unemployment Fund | \$1,695.64 |
| Total | \$2,426,389.92 |

| | Motion | Second | Yea | Nay | Absent | Abstain |
|------------|--------|--------|-----|-----|--------|---------|
| Bernstein | | | ✓ | | | |
| Homan | | | | | ✓ | |
| McSwiggan | | | ✓ | | | |
| Sasso | | | ✓ | | | |
| Strauch | | ✓ | ✓ | | | |
| Wilczynski | ✓ | | ✓ | | | |
| White | | | | | | |

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 13, 2015


 Mayor Elizabeth White


 Anne Dodd, RMC
 Municipal Clerk

Borough of Allendale

August 13, 2015

Resolution 15-240

Municipal Representative for Open Space Committee

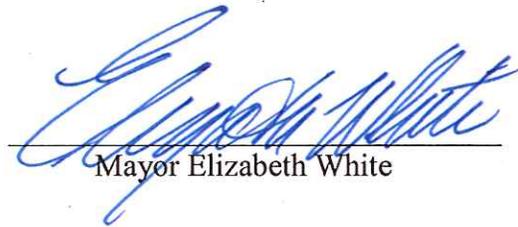
WHEREAS, the Municipality of Allendale has entered into a Cooperative Agreement with the County of Bergen as provided under the Interlocal Services Act N.J.S.A. 40A:8A-1 et seq. to participate in the Bergen County Open Space, Recreation, Farmland and Historic Preservation Trust Fund; and

WHEREAS, said Agreement requires that one municipal representative be appointed by the Governing Body of the community to be part of the Open Space Trust Municipal Park Improvement and Land Acquisition Program Regional Committee for the term of one year coinciding with the fiscal year July, 2015 through June 30, 2016.

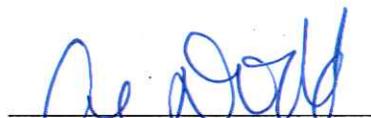
NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the Municipality of Allendale hereby appoints Mayor Elizabeth White as its representative to participate on the Open Space Trust Municipal Program Regional Committee.

| | Motion | Second | Yea | Nay | Absent | Abstain |
|------------|--------|--------|-----|-----|--------|---------|
| Bernstein | | | ✓ | | | |
| Homan | | | | | ✓ | |
| McSwiggan | | | ✓ | | | |
| Sasso | | | ✓ | | | |
| Strauch | | ✓ | ✓ | | | |
| Wilezynski | ✓ | | ✓ | | | |
| White | | | | | | |

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 13, 2015



Mayor Elizabeth White



Anne Dodd, RMC
Municipal Clerk

Borough of Allendale

August 13, 2015

Resolution 15-241

Approval of Corrective Action Plan

Whereas, the Division of Local Government Services requires the Chief Financial Officer to file a "Corrective Action Plan" outlining the actions to be taken relative to the findings and recommendations in the annual audit report; and

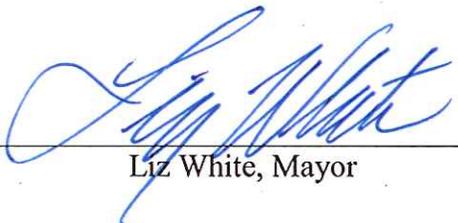
Whereas, the "Corrective Action Plan" shall be prepared by the Chief Financial Officer with the assistance of the departments affected by the audit finding and recommendations, and

Whereas, the Governing Body is required by resolution, to approve said "Corrective Action Plan" and shall be placed on file and made available for public inspection in the Office of the Municipal Clerk,

Now, Therefore, Be It Resolved that the Governing Body of the Borough of Allendale hereby approves the "Corrective Action Plan" for the fiscal year 2014 Audit Report submitted by the Chief Financial Officer.

| | Motion | Second | Yea | Nay | Absent | Abstain |
|------------|--------|--------|-----|-----|--------|---------|
| Bernstein | | | ✓ | | | |
| Homan | | | | | ✓ | |
| McSwiggan | | | ✓ | | | |
| Sasso | | | ✓ | | | |
| Strauch | | ✓ | ✓ | | | |
| Wilczynski | ✓ | | ✓ | | | |
| White | | | | | | |

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 13, 2015


Liz White, Mayor


Anne Dodd, RMC
Municipal Clerk

BOROUGH OF ALLENDALE, NJ

CORRECTIVE ACTION PLAN REPORT

2014 AUDIT - YEAR ENDED DECEMBER 31, 2014

Finding/Condition No. 1

The Clerk's office did not maintain a cash receipts ledger for the whole year.

Recommendation

That the Clerk's office maintain a cash receipts ledger.

Explanation and
Corrective Action

Due to transitions in the Clerk's office a cash receipts ledger was not maintained for the entire year. New personnel have been properly trained and are currently maintaining the ledger.

Implementation Date

April 2015

BOROUGH OF ALLENDALE, NJ

CORRECTIVE ACTION PLAN REPORT

2014 AUDIT - YEAR ENDED DECEMBER 31, 2014

Finding/Condition No. 2

Political Disclosure Forms were not submitted by all vendors required to submit them.

Recommendation

That Political Disclosure Forms be submitted by all vendors required to submit them.

Explanation and
Corrective Action

Due to transitions in the Clerk's office there was no follow-up on several requests for Political Disclosure Forms. New personnel have been properly trained and follow-up procedures have been put in place.

Implementation Date

June 2015

BOROUGH OF ALLENDALE, NJ

CORRECTIVE ACTION PLAN REPORT

2014 AUDIT - YEAR ENDED DECEMBER 31, 2014

Finding/Condition No. 3

State dog license reports were not in agreement with the cash received.

Recommendation

That the State dog license reports be in agreement with the cash receipts.

Explanation and
Corrective Action

Due to personnel transitions and software issues there were problems with the licenses, reports and receipts issued. A review of the software program and training of all personnel on the use of same has been completed.

Implementation Date

Commencing in May 2015.

August 13, 2015

Resolution 15-242

Borough of Allendale

Resolution Appointing Interim Borough Clerk

WHEREAS, there presently exists a need on the part of the Borough of Allendale (“Allendale”) to hire an Interim Borough Clerk to serve in such capacity at the August 27, 2015 regular meeting of the Mayor and Council; and

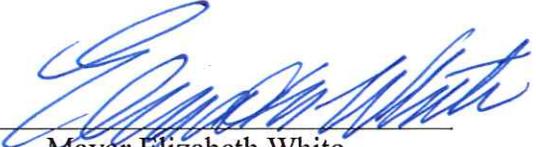
WHEREAS, Allendale, by adoption of this Resolution, wishes to appoint Gwen McCarthy to the position of Interim Borough Clerk as set forth in this Resolution; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that Gwen McCarthy be and hereby is appointed as Interim Borough Clerk to serve in such capacity at the August 27, 2015 regular meeting of Mayor and Council, and that she shall be paid \$200.00 by the Borough for such services; and

NOW THEREFORE BE IT FURTHER RESOLVED that the Mayor, the Chief Financial Officer, Municipal Clerk and the Borough Attorney are authorized to take all appropriate actions so as to implement this Resolution.

| | Motion | Second | Yea | Nay | Absent | Abstain |
|------------|--------|--------|-----|-----|--------|---------|
| Bernstein | | | ✓ | | | |
| Homan | | | | | ✓ | |
| McSwiggan | | | ✓ | | | |
| Sasso | | | ✓ | | | |
| Strauch | | ✓ | ✓ | | | |
| Wilczynski | ✓ | | ✓ | | | |
| White | | | | | | |

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 13, 2015



Mayor Elizabeth White



Anne Dodd, RMC
Municipal Clerk

Borough of Allendale

August 13, 2015

Resolution 15-243

Appointment of Dog Census Workers

Whereas, Resolution 15-234 dated July 23, 2015 was adopted by the Governing body approving the appointment of Dog Census Workers; and

Whereas, Robert E. Paterson was appointed to this position in error.

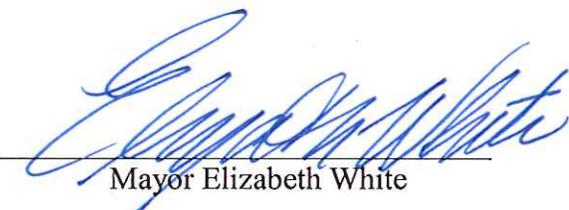
Now, Therefore, Be It Resolved by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that Resolution 15-234 be amended to appoint Robert B. Paterson as a Dog Census Workers at a rate of \$12.50/hour effective July 27, 2015.

Be it Further Resolved that the work is to be completed within 2 months and the cost shall not exceed \$1,200.00.

Be it Further Resolved that the appointment of Robert E. Paterson to the position of Dog Census Worker is hereby rescinded.

| | Motion | Second | Yea | Nay | Absent | Abstain |
|------------|--------|--------|-----|-----|--------|---------|
| Bernstein | | | ✓ | | | |
| Homan | | | | | ✓ | |
| McSwiggan | | | ✓ | | | |
| Sasso | | | ✓ | | | |
| Strauch | | ✓ | ✓ | | | |
| Wilczynski | ✓ | | ✓ | | | |
| White | | | | | | |

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 13, 2015



Mayor Elizabeth White



Anne Dodd, RMC
Municipal Clerk

August 13, 2015

Borough of Allendale

Resolution 15-244

Approval of Flu Program

Whereas, there is a need for a flu program in the Borough of Allendale, and

Whereas, the County of Bergen will provide this program under the Department of Health Services, and

Whereas, the County of Bergen provides flu vaccine at a cost of \$175.00 per ten dose vial, and

Whereas, the Allendale Board of Health has a need for ten vials of flu vaccine, and

Whereas, the Chief Financial Officer has certified that there are funds for this agreement;

Now, Therefore, Be It Resolved by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approved the agreement between the Borough of Allendale and the County of Bergen for the flu vaccination program;

Be It Further Resolved that the Mayor is hereby authorized to sign said agreement.

| | Motion | Second | Yea | Nay | Absent | Abstain |
|------------|--------|--------|-----|-----|--------|---------|
| Bernstein | | | ✓ | | | |
| Homan | | | | | ✓ | |
| McSwiggan | | | ✓ | | | |
| Sasso | | | ✓ | | | |
| Strauch | | ✓ | ✓ | | | |
| Wilczynski | ✓ | | ✓ | | | |
| White | | | | | | |

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 13, 2015



Mayor Elizabeth White



Anne Dodd, RMC
Municipal Clerk

Certification Of Availability of Funds

This is to certify to the of the Borough of Allendale that funds for the following resolutions are available.

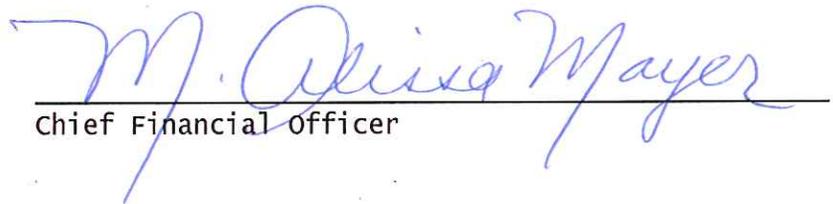
Resolution Date: 08/13/15
Resolution Number: R15-24

Vendor: B0047 BERGEN CO DEPT HEALTH SERVICES
ONE BERGEN COUNTY PLAZA
4TH FLOOR
HACKENSACK, NJ 07601

Contract: c1500011 2015-16 Flu Vaccination
Program

| Account Number | Amount | Department Description |
|-----------------|----------|------------------------|
| 5-01-27-330-174 | 1,750.00 | BOARD OF HEALTH |
| Total | 1,750.00 | |

Only amounts for the 2015 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

15-244

**2015-2016
FLU PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COUNTY OF BERGEN
And
BOROUGH OF ALLENDALE**

WHEREAS, the County of Bergen, Department of Health Services offers a program in which municipalities may contract for the purpose of providing flu vaccination clinics for its residents.

WHEREAS, the program includes purchasing the vaccines in bulk, administration of the vaccine to residents, and Medicare part B insurance processing for vaccinated residents maintaining this form of insurance.

WHEREAS, the Borough of Allendale hereinafter referred to as the "Municipality" and

WHEREAS, the County of Bergen, Department of Health Services, having its principal place of business at One Bergen County Plaza, Hackensack, NJ 07601 and hereinafter referred to as the "BCDHS"

WHEREAS, the Bergen County Resolution as adopted by the Bergen County Board of Chosen Freeholders authorized by the County Executive to enter into an agreement

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

- I. BCDHS and Municipality acknowledge and agree that by virtue of the services Municipality agrees to perform under the Contract, Municipality is BCDHS's "Municipality" as such term is defined under the regulatory Standards for Privacy of Individually Identifiable Health Information adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (such regulations and act are hereinafter collectively referred to as "HIPAA").
- II. BCDHS and Municipality acknowledge that in order for the BCDHS to disclose to Municipality, or for the Municipality to create or to receive on behalf of BCDHS, information defined as "protected health information" under HIPAA, BCDHS must obtain and document satisfactory assurances that Municipality will appropriately safeguard the information.

NOW, BE IT FURTHER RESOLVED, for and in consideration of the foregoing premises, and the covenants and other agreements set forth below, BCDHS and Municipality, intending to be bound legally, hereby agree as follows:

- I. Permitted Uses and Disclosures. Municipality may use and disclose protected health information it receives from BCDHS or that it creates or receives on behalf of BCDHS (collectively, the "Protected Health Information") only to perform its obligations under the Contract and, in such cases, only to the extent that BCDHS may use and disclose such information, or as otherwise permitted or required under this Agreement or required by law.

II. Compliance Obligations.

- A. Municipality may not use or disclose Protected Health Information other than as permitted or required in the Contract or this Agreement, or as required by law.
- B. Municipality shall use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for under the Contract or this Agreement.
- C. Municipality shall promptly report to BCDHS any use or disclosure of Protected Health Information not provided for under the Contract or this Agreement of which Municipality becomes aware.
- D. Municipality shall ensure that any agents, including any subcontractor, to whom Municipality provides Protected Health Information, agrees to the same restrictions and conditions that apply to Municipality under this Agreement with respect to such information.
- E. Municipality shall make available to BCDHS, within 15 business days of BCDHS's request, such Protected Health Information maintained by Municipality as BCDHS requires to comply with the access and inspection rights of the individual who is the subject of the information, or the access and inspection rights of the individual's personal representative, in accordance with 45 C.F.R. §164.524.
- F. Municipality shall make available to BCDHS, within 15 business days of BCDHS's request, such Protected Health Information maintained by Municipality as BCDHS requires to make amendments in accordance with 45 C.F.R. §164.526, and Municipality shall incorporate amendments into Protected Health Information as directed by BCDHS.
- G. Municipality shall document disclosures of Protected Health Information it makes if and to the same extent that BCDHS is required to document the disclosures under 45 C.F.R. §164.528, and it shall make such documentation available to BCDHS within 15 business days of BCDHS's request.
- H. Municipality shall make available to the Secretary of the United States Department of Health and Human Services its internal practices, books and records relating to the use and disclosure of Protected Health Information for purposes of determining BCDHS's compliance with the standards and implementation specifications for Municipality contracts.

III. Management and Administration; Data Aggregation.

- A. Municipality may use such Protected Health Information as is necessary for the proper management and administration of Municipality or the Municipality to perform its legal obligations. Municipality may disclose Protected Health Information for such purposes, but only if (i) the disclosure is required by law, or (ii) Municipality obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Municipality of any breach of confidentiality concerning such information of which it is aware.
- B. Municipality may use the Protected Health Information to provide data aggregation services relating to the health care operations of BCDHS.

IV. Term and Termination.

- A. The term of this Agreement shall be from October 1, 2015 through June 30, 2016.
- B. Notwithstanding anything to the contrary contained in the Contract, BCDHS may terminate the Contract and this Agreement upon at least 45 days advance written notice of termination, if Municipality materially breaches any term or condition of this Agreement and Municipality fails to cure the breach within the notice period.
- C. Upon Termination of this Agreement, if feasible, Municipality shall return to BCDHS or destroy all Protected Health Information in its possession and retain no copies of such information if infeasible, it may maintain such information; however, the protections of this Agreement will survive termination with respect to such information, and Municipality shall limit further its uses and disclosures of the Protected health Information for those purposes that make the return or destruction of the information infeasible.
- D. NOTICE: Written notice under this Agreement shall be sent via certified mail, return receipt requested, to:

**County of Bergen
Department of Health Services
One Bergen County Plaza, 4th floor
Hackensack, NJ 07601
Attn.: Director / Health Officer**

And

**Borough of Allendale
500 W. Crescent Avenue
Allendale, NJ 07401**

PROGRAM OUTLINE AND COST:

BCDHS purchases vaccine BCDHS administers vaccine, BCDHS submits for insurance reimbursement and will bill Municipality accordingly

| Type of Vaccine | Municipality cost per dose | Municipality cost for denied insurance claims | Municipality CREDIT for Insurance Reimbursement | Municipality CREDIT for Administering vaccination |
|-----------------|----------------------------|---|---|---|
| Flu vaccine | \$17.50 | \$21.00 | \$9.00 | \$4.00 |

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

SIGNATURES BELOW:

PLEASE PLACE MUNICIPAL SEAL OVER ATTESTING SIGNATURE

ATTESTING SIGNATURE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

COUNTY OF BERGEN SIGNATURES BELOW:

ATTESTING SIGNATURE:

By: _____

By: _____

**James J. Tedesco III
County Executive**

Date: _____

By: _____

**Nancy L. Mangieri,
Director/Health Officer**

Date: _____

Borough of Allendale

August 13, 2015

Resolution 15-245

Approval to submit a grant application and execute a grant agreement with the New Jersey Department of Transportation for the Donny Brook Drive project.

WHEREAS, the Borough of Allendale is requesting funding from the New Jersey Department of Transportation Municipal Aid Program.

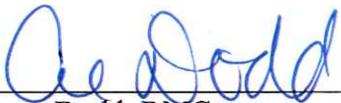
NOW, THEREFORE, BE IT RESOLVED that Council of the Borough of Allendale formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2016-Donny Brook Drive-00003 to the New Jersey Department of Transportation on behalf of the Borough of Allendale.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Allendale and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

| | Motion | Second | Yea | Nay | Absent | Abstain |
|------------|--------|--------|-----|-----|--------|---------|
| Bernstein | | | ✓ | | | |
| Homan | | | | | ✓ | |
| McSwiggan | | | ✓ | | | |
| Sasso | | | ✓ | | | |
| Strauch | | ✓ | ✓ | | | |
| Wilczynski | ✓ | | ✓ | | | |
| White | | | | | | |

Certified as a true copy of the Resolution adopted by the Council
On this 13th day of August, 2015


Anne Dodd, RMC
Municipal Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

Anne Dodd, RMC
Municipal Clerk


Mayor Elizabeth White

Borough of Allendale

August 13, 2015

Resolution 15-246

BE IT RESOLVED by the Mayor and Council of the municipality of ALLENDALE that application is made to the Commissioner of Transportation for aid under the New Jersey Trust Fund Authority Act for:

2016 Municipal Aid project-MA-2016 Donny Brook Drive-00003

WHEREAS, the Council has determined that such application(s) should be prepared by Capital Alternatives Corporation, the grants specialists engaged by the municipality for assistance in such matters.

RESOLVED, that Capital Alternatives Corporation is authorized to prepare, assemble, and submit the necessary documentation on behalf of the municipality of ALLENDALE for the stated project(s).

| | Motion | Second | Yea | Nay | Absent | Abstain |
|------------|--------|--------|-----|-----|--------|---------|
| Bernstein | | | ✓ | | | |
| Homan | | | | | ✓ | |
| McSwiggan | | | ✓ | | | |
| Sasso | | | ✓ | | | |
| Strauch | | ✓ | ✓ | | | |
| Wilczynski | ✓ | | ✓ | | | |
| White | | | | | | |

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 13, 2015



Mayor Elizabeth White



Anne Dodd, RMC
Municipal Clerk

Borough of Allendale
Resolution Approving Elevator Maintenance Contracts
With Slade Elevator

WHEREAS, the Borough of Allendale (“Allendale”) owns and utilizes two (2) hydraulic elevators for Allendale’s facilities located at 500 West Crescent Avenue and 290 Franklin Turnpike; and

WHEREAS, such elevators require periodic prevention maintenance by a qualified servicer; and

WHEREAS, components of such elevators will need to be examined, adjusted, and lubricated, as required, on a quarterly basis; and

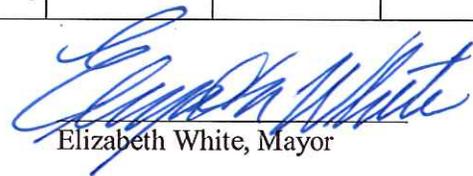
WHEREAS, proposals were received from Slade Elevator for the aforementioned elevator maintenance services; and

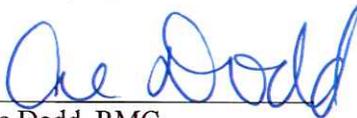
WHEREAS, Allendale wishes to memorialize its approval of elevator maintenance contracts dated July 31, 2015 with Slade Elevator, the terms of which are incorporated by reference herein, by adoption of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that Allendale Borough Clerk, Director of Operations and Borough Attorney are authorized to take all appropriate actions so as to implement this Resolution.

| | Motion | Second | Yea | Nay | Absent | Abstain |
|------------|--------|--------|-----|-----|--------|---------|
| Bernstein | | | ✓ | | | |
| Homan | | | | | ✓ | |
| McSwiggan | | | ✓ | | | |
| Sasso | | | ✓ | | | |
| Strauch | | ✓ | ✓ | | | |
| Wilczynski | ✓ | | ✓ | | | |
| White | | | | | | |

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 13, 2015


Elizabeth White, Mayor


Anne Dodd, RMC
Municipal Clerk

Certification Of Availability of Funds

This is to certify to the of the Borough of Allendale that funds for the following resolutions are available.

Resolution Date: 08/13/15
Resolution Number: R15-247

Vendor: S0245 SLADE ELEVATOR
1101 BRISTOL ROAD
MOUNTAINSIDE, NJ 07092

Contract: C1500012 Elevator maintenance

| Account Number | Amount | Department Description |
|-----------------|--------|------------------------|
| 5-01-26-310-051 | 665.65 | BUILDINGS & GROUNDS |
| Total | 665.65 | |

Only amounts for the 2015 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer



- Hoistway
Hoistway limit switches-car limit switches-speed governor-bearing boxes-governor tension sheave-interlocks-door rollers-buffers- counterweight guide shoes-bottom door guides.
- Car
Guide shoes-guide shoe linings-guide shoe rollers-leveling units-car door operator motor- belts-gears-cables-sheaves-gate switch-safety edge-photo electric devices.
- Signals
Pushbuttons-contacts-indicator lights-hall lanterns.

The following replacement parts will be provided under the terms of the contract: none

The service will be furnished from August 01, 2015 for the period of Five (5) years, and will be automatically renewed for the same period unless certified written notice is provided to Slade Elevator ninety (90) days prior to the contract end date. This agreement is cancellable by either party with thirty (30) days written notice for reasons of non-performance, management or ownership change. Non-performance is defined as our inability to remedy any deficiencies within 30 days after receiving written notification from you.

The price of this service as herein stated shall be Fifty Six and 32/100 dollars (\$56.32) monthly. Purchasers shall pay, in addition to the price, any tax imposed upon purchaser by any existing or future law and the amount of tax imposed upon us, Slade's suppliers or purchaser under any statute, court decision, rule or regulation currently effective or becoming effective after the date of this agreement which is based upon or incident to the transfer, use, ownership, or possession of the materials or equipment involved in the performance hereof or the services rendered, hereunder. A delinquent payment charge calculated at the rate of 1 ½% per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to delinquent payments. In the event of default of the payment provisions herein, purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court cost in connection therewith. Failure to pay any sum due by purchaser within sixty (60) days will be a material breach. Slade may at Slade's option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharge from further obligations under the contract. It is understood and agreed that if payments are not made in accordance with this contract, when due, the Company may elect to cancel this contract at will and shall not be liable for any acts or omissions during the period of default, whether election is made to cancel the contract or not.

The price of the herein specified maintenance coverage will be increased or decreased in the same proportion that the hourly wage including fringe costs of a maintenance mechanic covered by Local 3 of the International Brotherhood of Electrical Workers may be increased or decreased as against the rate in effect.

It is understood that in consideration of the company's performance of the service enumerated herein at the price stated, nothing in this agreement shall be construed to mean that the company assumes any liability on account of accidents to persons or property, except those directly due to the negligent acts of the company or its employees, and the purchaser's own responsibility for accidents to persons or property while riding in or being in or about the elevators referred to is in no way affected by this agreement.



The building owner will maintain personnel competent to inspect and detect irregularities or idiosyncrasies in operation and will shut down the elevators upon the detection of same and notice of such to the company.

The company shall not be held responsible or liable for any loss, damage, detention or delay caused by non-operation of said equipment or authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control, or in any event for consequential damage. No work, service or liability on the part of the company other than those specifically mentioned herein is included or intended.

This agreement is subject to the terms and conditions printed on the back hereof, which are expressly made a part of this contract. This contract shall constitute the entire agreement for the services describe, and all prior representations whether written or verbal are merged herein.

Respectfully submitted

By _____
Michael Quinn

Purchaser _____

Approved for Slade Elevator Co.

By _____

By _____

Title _____

Title _____

Date _____

Date _____



- Hoistway Hoistway limit switches-car limit switches-speed governor-bearing boxes-governor tension sheave-interlocks-door rollers-buffers- counterweight guide shoes-bottom door guides.
- Car Guide shoes-guide shoe linings-guide shoe rollers-leveling units-car door operator motor- belts-gears-cables-sheaves-gate switch-safety edge-photo electric devices.
- Signals Pushbuttons-contacts-indicator lights-hall lanterns.

The following replacement parts will be provided under the terms of the contract: none

The service will be furnished from August 01, 2015 for the period of Five (5) years, and will be automatically renewed for the same period unless certified written notice is provided to Slade Elevator ninety (90) days prior to the contract end date. This agreement is cancellable by either party with thirty (30) days written notice for reasons of non-performance, management or ownership change. Non-performance is defined as our inability to remedy any deficiencies within 30 days after receiving written notification from you.

The price of this service as herein stated shall be Seventy Six and 81/100 dollars (\$76.81) monthly. Purchasers shall pay, in addition to the price, any tax imposed upon purchaser by any existing or future law and the amount of tax imposed upon us, Slade's suppliers or purchaser under any statute, court decision, rule or regulation currently effective or becoming effective after the date of this agreement which is based upon or incident to the transfer, use, ownership, or possession of the materials or equipment involved in the performance hereof or the services rendered, hereunder. A delinquent payment charge calculated at the rate of 1 ½% per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to delinquent payments. In the event of default of the payment provisions herein, purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court cost in connection therewith. Failure to pay any sum due by purchaser within sixty (60) days will be a material breach. Slade may at Slade's option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharge from further obligations under the contract. It is understood and agreed that if payments are not made in accordance with this contract, when due, the Company may elect to cancel this contract at will and shall not be liable for any acts or omissions during the period of default, whether election is made to cancel the contract or not.

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It is understood that in consideration of the company's performance of the service enumerated herein at the price stated, nothing in this agreement shall be construed to mean that the company assumes any liability on account of accidents to persons or property, except those directly due to the negligent acts of the company or its employees, and the purchaser's own responsibility for accidents to persons or property while riding in or being in or about the elevators referred to is in no way affected by this agreement.



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This agreement is subject to the terms and conditions printed on the back hereof, which are expressly made a part of this contract. This contract shall constitute the entire agreement for the services describe, and all prior representations whether written or verbal are merged herein.

Respectfully submitted

By _____
Michael Quinn

Purchaser _____

Approved for Slade Elevator Co.

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Borough of Allendale

August 13, 2015

Resolution 15-248

Grantee Authorizing Resolution

BE IT RESOLVED, that the Mayor and Council of the Borough of Allendale, wish to enter into a Bergen County Trust Fund Project Contract ("Contract") with the County of Bergen for the purpose of using a \$39,000 matching grant award from the 2014 Funding Round of the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund ("Trust Fund") for the municipal park project entitled "Tennis Court Rehabilitation" located in Crestwood Park at 300 West Crescent Avenue, Block 201, Lot 9 on the tax maps of the Borough of Allendale;

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorize Mayor Elizabeth White to be a signatory on the aforesaid contract; and,

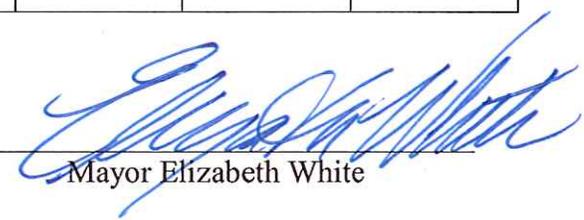
BE IT FURTHER RESOLVED, that the Mayor and Council hereby acknowledge that, in general, the use of this Trust Fund grant towards this approved park project must be completed by or about July 15, 2017; and,

BE IT FURTHER RESOLVED, that the Mayor and Council acknowledge that the grant will be disbursed to the municipality as a reimbursement upon submittal of certified Trust Fund Payment and project completion documents and municipal vouchers, invoices, proofs of payment, and other such documents as may be required by the County in accordance with the Trust Fund's requirements; and,

BE IT FURTHER RESOLVED, that the Mayor and Council acknowledge that the grant disbursement to the municipality will be equivalent to fifty (50) percent of the eligible costs incurred (not to exceed total grant award) applied towards only the approved park improvements identified on the aforesaid Contract on accordance with the Trust Fund's requirements.

| | Motion | Second | Yea | Nay | Absent | Abstain |
|------------|--------|--------|-----|-----|--------|---------|
| Bernstein | | | ✓ | | | |
| Homan | | | | | ✓ | |
| McSwiggan | | | ✓ | | | |
| Sasso | | | ✓ | | | |
| Strauch | | ✓ | ✓ | | | |
| Wilczynski | ✓ | | ✓ | | | |
| White | | | | | | |

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 13, 2015


Mayor Elizabeth White

Anne Dodd, RMC
Municipal Clerk

Borough of Allendale

August 13, 2015

Resolution 15-249

Resolution Appointing Legal Counsel

WHEREAS, there exists a need on the part of the Borough of Allendale (“Allendale”) to appoint legal counsel to represent Allendale in the matter entitled D’Antonio v. Retained Realty, Docket No. BER-L-4562-15; and

WHEREAS, Allendale has determined that Raymond R. Wiss is qualified and experienced to be appointed to and to hold such position; and

WHEREAS, Allendale, by adoption of this Resolution wishes to appoint Raymond R. Wiss, the Borough Attorney to act as counsel for and defend Allendale in the above captioned matter; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that Raymond R. Wiss be and hereby is appointed as counsel to represent and defend Allendale in the above referenced litigation; and

BE IT FURTHER RESOLVED that the Mayor, the Borough Clerk, the Chief Financial Officer and the Borough Attorney are authorized to take all appropriate actions so as to implement this Resolution.

| | Motion | Second | Yea | Nay | Absent | Abstain |
|------------|--------|--------|-----|-----|--------|---------|
| Bernstein | | | ✓ | | | |
| Homan | | | | | ✓ | |
| McSwiggan | | | ✓ | | | |
| Sasso | | | ✓ | | | |
| Strauch | | ✓ | ✓ | | | |
| Wilczynski | ✓ | | ✓ | | | |
| White | | | | | | |

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 13, 2015


Anne Dodd, RMC
Municipal Clerk


Mayor Elizabeth White