

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 02/25/2016

RESOLUTION# 16-89

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein	✓		✓			
Homan			✓			
McSwiggan			✓			
Sasso			✓			
Strauch			✓			
Wilczynski		✓	✓			
Mayor White	---	---				

Approve 2016 Temporary Capital Budget

WHEREAS, the Borough of Allendale desires to constitute the 2016 Temporary Capital Budget of said municipality by inserting therein the following projects.

NOW, THEREFORE BE IT RESOLVED by the Council of the Borough of Allendale as follows:

Section 1. The 2016 Temporary Capital Budget of the Borough of Allendale is hereby constituted by the adoption of the schedule to read as follows:

Temporary Capital Budget of the

Borough of Allendale

County of Bergen, New Jersey

Projects Scheduled for 2016

Method of Financing

<u>Project</u>	<u>Est. Costs</u>	<u>Grants</u>	<u>Other. Funds</u>	<u>Capital Imp. Fund</u>	<u>Bonds</u>	<u>Self- Liquidating Bonds</u>
Various Capital Improvements	723,000		218,000	25,000	480,000	
Various Water Utility Capital Improvements	350,000					350,000

Section 2. The Clerk be and is authorized and directed to file a certified copy of this resolution with the Division of Local Government Services Department of Community Affairs, State of New Jersey, within three days after the adoption of this project for 2016 Temporary

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Capital Budget, to be included in the 2016 Permanent Capital Budget as adopted.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 25, 2016.



Anne Dodd, RMC
Municipal Clerk



**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 02/25/2016

RESOLUTION# 16-90

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan			✓			
McSwiggan			✓			
Sasso	✓		✓			
Strauch		✓	✓			
Wilczynski			✓			
Mayor White	---	---				

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 February 11, 2016 in the amounts of:

Current Fund	\$1,754,822.74
Capital	\$1,870.10
Housing Trust	\$1,712.50
Trust Fund	\$169.00
Dog Fund	\$0.00
Water Capital	\$720.00
Payroll	\$158,135.52
Water Operating	\$186,459.22
Water Operating Payroll	\$14,728.00
Total	\$2,118,617.08

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2016.


 Anne Dodd, RMC
 Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 02/25/2016

RESOLUTION# 16-91

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan			✓			
McSwiggan			✓			
Sasso	✓		✓			
Strauch		✓	✓			
Wilczynski			✓			
Mayor White	---	---				

Awarding a Professional Services Contract to
Dewberry Engineers, Inc.

Whereas, the Borough of Allendale foresees the need for Special Project Engineering services during the year 2016; and,

Whereas, it is contemplated that the temporary and permanent budgets will contain the necessary appropriations estimated to be reasonably required for each such professional service; and,

Whereas, the professionals named herein will be required to execute a contract for the services to be rendered which shall set forth the compensation for such services therein; and,

Whereas, a Certification of availability of funds has been received from the Chief Financial Officer or that such funds will be encumbered by Purchase Order on an as-needed basis pursuant to the provisions of NJAC 5:30-5.4 et seq; and,

Whereas, in any instance where it is anticipated that the expenditure for each such professional service will exceed the sum of \$17,500 for said calendar year, the named professionals have completed, submitted and filed a Business Entity Certification Disclosure which certifies that the above named persons and/or entities have not made any reportable contributions to any political or candidate committee including (Republicans for Responsible Government, Allendale Republican Club, Allendale Democratic Club, Candidates for Allendale Municipal Government, Bergen County Democratic Organization, Bergen County Republican Organization) in the previous one (1) year, and that the contract will prohibit the above named professionals/business entities from making any reportable contributions through the term of the contract.

Now, Therefore, Be It Resolved by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that a Professional Services Contract be and is hereby awarded to Dewberry Engineers, Inc. for Special Project Engineering; and,

Be It Resolved that the following appointment and contract commence immediately upon adoption of this resolution and expire on December 31, 2016; and,

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Be It Further Resolved that this contract is being awarded as a non-fair and open contract, pursuant to the provisions of NJSA 19:44A-20.5; and,

Be It Further Resolved that the aforesaid appointments were made without competitive bidding under the provisions of NJSA 40A:11-5(1)(a) which exempts from competitive bidding Professional Services rendered by persons authorized by law to practice a recognized profession and whose practice is regulated by law; and,

Be It Further Resolved that the appropriate Borough Officials be and they are hereby authorized to execute contracts with each of the professionals named herein for the services to be rendered; and,

Be It Further Resolved that the compensation to be paid for the professionals named herein shall not exceed the budget appropriation for such services unless properly ordained in accordance with law; and,

Be It Further Resolved that a copy of this resolution be filed with the Borough Clerk and made available for inspection and that a brief notice of the passage thereof be published in The Record within ten days of the passage as required by law.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 25, 2016.



Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 02/25/2016

RESOLUTION# 16-92

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan			✓			
McSwiggan			✓			
Sasso	✓		✓			
Strauch		✓	✓			
Wileczynski			✓			
Mayor White	---	---				

Awarding a Contract to 4 Clean Up, Inc. for Boroline Road Improvements.

WHEREAS, the Borough of Allendale (“Allendale”) and the Borough of Saddle River (“Saddle River”) have been selected by the New Jersey Department of Transportation to receive funding totaling \$220,000.00 from the Fiscal Year 2015 Municipal Aid Program for the resurfacing of Boroline Road and the construction of a new sidewalk along a section of such roadway (the “Project”); and

Whereas, sealed bids were received on February 5, 2016 for the project “Boroline Road Improvements”; and

Whereas, a total of six (6) bids were received; and

Whereas, the bid documents have been reviewed and it is determined that the bid of 4 Clean Up, Inc. is the lowest responsible, responsive bidder with a total Base Bid with Alternates A & B in the amount of \$223,377.38; and

Whereas, Allendale and Saddle River have agreed that each municipality shall pay fifty (50%) of the costs over and above the grant amount of \$220,000.00; and

Whereas, the cost over the grant amount of \$220,000.00 totals \$3,337.38, therefore Allendale’s share of the cost over and above the grant amount shall be \$1,688.69, and Saddle River’s share of the cost over and above the grant amount shall be \$1,688.69; and

Whereas, the Chief Financial Officer has attached a Certification that adequate funds are available through a grant awarded by the New Jersey Department of Transportation totaling \$220,000.00 from the Fiscal Year 2015 Municipal Aid Program to pay for the Contract pursuant to NJAC 5:30-5.4 et. seq.

Now, Therefore, Be It Resolved, by the Governing Body that it does hereby award a Contract for the above referenced project to 4 Clean Up, Inc., North Bergen, New Jersey in the amount of \$223,377.38.

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Be It Further Resolved, that the Mayor and Borough Clerk are hereby authorized to execute a Contract in substantially the form contained within the bid documents with 4 Clean Up, Inc. following legal review; and

Be it Further Resolved, that the foregoing Contract award is subject to approval and funding by the New Jersey Department of Transportation (NDOT) in accordance with the Borough's grant agreement with NJDOT and adoption of a companion resolution by the Borough of Saddle River.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 25, 2016.



Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 02/25/2016

RESOLUTION# 16-93

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan			✓			
McSwiggan			✓			
Sasso	✓		✓			
Strauch		✓	✓			
Wilczynski			✓			
Mayor White	---	---				

BE IT RESOLVED that the Mayor and Council of the Borough of Allendale hereby recommends to the New Jersey Department of Transportation that the contract for

Boroline Road Improvements

in the Borough of Allendale County of Bergen be awarded to 4 Clean Up, Inc. whose bid amounted to \$223,377.38 subject to the approval of the Department.

BE IT FURTHER RESOLVED that the presiding officer of this body be and is hereby directed to sign for and on its behalf the contract in the prescribed form for said construction.

BE IT FURTHER RESOLVED that the clerk of this body be and is hereby directed to seal said contract with the corporate seal of this body and to attest to the same.

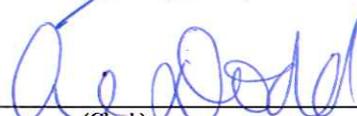
Approved by the Borough of Allendale on February 25, 2016.



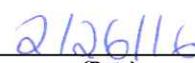
(Presiding Officer)



(Date)



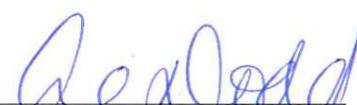
(Clerk)



(Date)

(Affix Seal)

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 25, 2016.



Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
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RESOLUTION# 16-94

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan			✓			
McSwiggan			✓			
Sasso	✓		✓			
Strauch		✓	✓			
Wilczynski			✓			
Mayor White	---	---				

Donation of Crestwood Lake Season Pass
To Allendale Woman's Club 2016 Fashion Show

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 donation of a family (parents and children) Crestwood Lake 2016 Season Pass to the Allendale Woman's Club for the 2016 Fashion Show on April 6, 2016.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 25, 2016.



Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 02/25/2016

RESOLUTION# 16-95

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan			✓			
McSwiggan			✓			
Sasso	✓		✓			
Strauch		✓	✓			
Wilczynski			✓			
Mayor White	---	---				

Authorize Service Agreement with BCUA for CRP Services

WHEREAS, commencing in 2012, the Borough of Allendale is required by the New Jersey Recycling Enhancement Act, P.L. 2008, Chapter 6, to have a mandatory Annual Recycling Tonnage Report approved by a Certified Recycling Professional ("CRP"); and

WHEREAS, the annual Recycling Tonnage Report must be submitted to the New Jersey Department of Environmental Protection on or before April 30th of each year;

WHEREAS, pursuant to N.J.S.A. 40A:11-1, the Borough is authorized and permitted to enter into a Service Agreement with the Bergen County Utilities Authority for services without bidding pursuant to N.J.S.A. 40A:11-5(2); and

WHEREAS, the Borough of Allendale desires to enter into a Service Agreement for retaining and providing CRP services from the BCUA for signing of the Annual Recycling Tonnage Report; and

WHEREAS, the Director of Operations has reviewed the Service Agreement for a Certified Recycling Professional to prepare the Annual Recycling Tonnage Report between the Borough of Allendale and the Bergen County Utilities Authority attached hereto and incorporated herein by reference and approves of same; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Allendale, County of Bergen, and State of New Jersey that the Service Agreement for a Certified Recycling Professional to prepare the Annual Recycling Tonnage Report between the Borough of Allendale and the Bergen County Utilities Authority attached hereto and incorporated herein by reference be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Director of Operations is hereby authorized and directed to execute the attached Service Agreement on behalf of the Borough; and

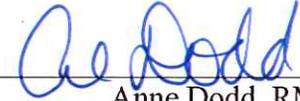
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BE IT FURTHER RESOLVED, that the Director of Operations be and he is hereby authorized and directed to forward the attached Service Agreement to the Bergen County Utilities Authority for signature.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 25, 2016.



Anne Dodd, RMC
Municipal Clerk

RECEIVED

#16-95

Office: (201) 641-2552
Fax: (201) 641-6407

FEB 03 2016

BOROUGH OF ALLENDALE
OFFICE OF THE BOROUGH CLERK



BERGEN COUNTY UTILITIES AUTHORITY

P.O. Box 9, Foot of Mehrhof Road, Little Ferry, New Jersey 07643

January 29, 2016

Municipal Clerk
Borough of Allendale
500 West Crescent Avenue
Allendale, New Jersey 07401

Re: Certified Recycling Professional Tonnage Grant Assistance Program

Dear Municipal Clerk:

In 1980 and 2006, the Bergen County Board of Chosen Freeholders designated the Bergen County Utilities Authority (BCUA) as the agency empowered to develop and implement the Bergen County District Solid Waste Management Plan. As part of its solid waste management responsibilities, the BCUA has developed and implemented numerous programs to assist Bergen County municipalities with the management of solid and hazardous waste. In 2012 the BCUA implemented the Certified Recycling Professional Tonnage Grant Assistance Program to ensure that all Bergen County municipalities receive their share of the New Jersey Department of Environmental Protection's tonnage grant. In 2016, the BCUA will continue this program.

As you may know, in accordance with the Recycling Enhancement Act (REA) P.L. 2008, Chapter 6, beginning 2012 each New Jersey municipality is required to submit an Annual Recycling Tonnage Report to the New Jersey Department of Environmental Protection (NJDEP) **signed by a Certified Recycling Professional (CRP) on or before April 30th of each year.** Failure to submit a Tonnage Report signed by a CRP will jeopardize your municipality's receipt of the annual recycling tonnage grant. It has come to the attention of the BCUA that certain municipalities may not have a CRP employed by the municipality.

As part of the BCUA's Certified Recycling Professional Tonnage Grant Assistance Program, the BCUA will provide the services of a CRP to sign and submit the Annual Recycling Tonnage Report to the NJDEP at **no cost to your municipality.** If your municipality requires the services of a CRP and would like to participate in this program, please review and execute the attached Service Agreement and submit to the attention of Richard Wierer, Director of Solid Waste on or before March 13, 2016.

If you have any questions regarding the Service Agreement or the requirements of the Recycling Enhancement Act, please do not hesitate to contact Richard Wierer at 201-807-5818.

Very truly yours,

A handwritten signature in black ink that reads "Robert Laux".

Robert Laux
Executive Director

enclosure

cc: Honorable Mayor and Council
Municipal Recycling Coordinator

**SERVICE AGREEMENT FOR A CERTIFIED RECYCLING PROFESSIONAL (CRP)
TO PREPARE THE ANNUAL RECYCLING TONNAGE REPORT**

This Service Agreement, by and between **The Bergen County Utilities Authority**, a public body politic and corporate of the State of New Jersey, having its principal offices for the performance of essential governmental functions and services located at the Foot of Mehrhof Road, Little Ferry, New Jersey 07643 (hereinafter referred to as "Authority"), and the Borough of Allendale a Municipal Corporation of the State of New Jersey, having its principal offices for the performance of essential governmental functions and services located at 500 West Crescent Avenue, Allendale, New Jersey, 07401 (hereinafter referred to as the "Municipality"), is dated this ____ day of _____, 2016.

WHEREAS, commencing in 2012, New Jersey municipalities are required by the New Jersey Recycling Enhancement Act ("REA") P.L. 2008, CHAPTER 6, to have the mandatory Annual Recycling Tonnage Reports approved and signed by a Certified Recycling Professional ("CRP"); and

WHEREAS, the Annual Recycling Tonnage Reports must be submitted via email to the New Jersey Department of Environmental Protection ("NJDEP") utilizing a spreadsheet provided by the NJDEP on or before April 30th of each year.

WHEREAS, Municipality, by ordinance, has duly enacted a recycling plan for all recyclable materials, as designated by the Bergen County Solid Waste Management Plan and amendments thereto; and

WHEREAS, the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) authorizes and permits contracting units, such as the Authority and the Municipality to enter into Service Agreements with municipalities for the services contemplated herein

questioning the proceedings or authority under which the same have been effected or the validity or enforceability of this Service Agreement; and no authority or proceeding for the transactions on the part of the Authority contemplated by this Service Agreement has been repealed, revoked or rescinded.

1.02 Representations by the Municipality.

The Municipality hereby represents and warrants as follows:

A. The Municipality is duly authorized under the Constitution and laws of the State to execute and deliver this Service Agreement, and the Municipality has taken all actions required on its part for the execution and delivery of this Service Agreement and the performance of the Municipality's obligations hereunder;

B. Upon its execution by the Municipality, this Service Agreement shall be a valid and binding obligation of the Municipality, enforceable in accordance with its terms;

C. The execution and delivery of this Service Agreement and the performance by the Municipality of its obligations hereunder do not conflict with any applicable law, rule or regulation and will not constitute a breach of or default under any agreement, instrument or undertaking to which the Municipality is a party or by which it is bound; and

D. No litigation or administrative action of any nature is now pending seeking to restrain or enjoin the execution and delivery of this Service Agreement by the Municipality or the performance by the Municipality of its obligations hereunder, or in any manner questioning the proceedings or authority under which the same have been effected or the validity or enforceability of this Service Agreement; and no authority or

IV. TERM OF SERVICE AGREEMENT

4.01. The term of this Service Agreement shall be for a term of one (1) year, commencing March 1, 2016.

V. NOTICE

5.01. All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following address or sent by certified or registered mail, postage pre-paid with receipt requested, at such address; provided, if such notices, demands, requests or other communications are sent by mail, they should be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered.

5.02. All notices shall be addressed as follows:

If to Authority:
Richard Wierer, Director of Solid Waste
Bergen County Utilities Authority
Box 9, Foot of Mehrhof Road
Little Ferry, New Jersey 07643

If to the Municipality:

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Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan			✓			
McSwiggan			✓			
Sasso	✓		✓			
Strauch		✓	✓			
Wilczynski			✓			
Mayor White	---	---				

Oppose Rate Increase Proposed by Suez Water New Jersey Inc.

WHEREAS, Suez Water New Jersey Inc. has applied to the Board of Public Utilities for the approval of an increase in rates for water service and other tariff changes from United Water; and

WHEREAS, the Company is requesting an overall increase in water revenues of \$29,485,322 or approximately 13.51% above the annual level of revenues for the post-test year period ending June 30, 2016; and

WHEREAS, the notice of application further states "If this proposal were to be adopted without modification a residential customer using 9CCF or 6,732 gallons of water per month will see his/her bill increase from \$46.40 to \$54.66, an increase of \$8.36 per month, or approximately 18.05%; and

WHEREAS, these rates, if approved would be an exorbitant increase and burden on our municipal budget and our tax payers far exceeding the 2% mandated Cap of municipal government and would be particularly onerous on the residential and business community in these most difficult economic environment; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey requests the Board of Public Utilities to consider the hardship and the impact on all government agencies, business and residents; and

BE IT FURTHER RESOLVED that the Borough of Allendale urges the Board of Public Utilities to reject this rate increase as exorbitant; and

BE IT FURTHER RESOLVED that the Borough of Allendale strongly opposes the requested increases; and

BE IT FURTHER RESOLVED, that the Borough of Allendale requests all surrounding municipalities in the Suez Water New Jersey Inc. service area to oppose this rate increase and contact the BPU to register their opposition on behalf of all residents and rate payers; and

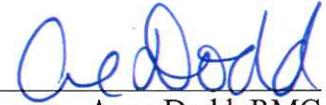
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BE IT FURTHER RESOLVED that copies of this resolution be sent to Governor Christie, Legislators of the 40th District, the Board of Public Utilities and surrounding municipalities.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 25, 2016.



Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
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Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan			✓			
McSwiggan			✓			
Sasso	✓		✓			
Strauch		✓	✓			
Wilczynski			✓			
Mayor White	---	---				

Authorization to Advertise Bid Specifications for Fairhaven Tank High Speed Pump

Be It Resolved the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey does hereby authorize the Borough Clerk to advertise and thereby solicit and accept sealed bids in accordance with State law for the project Fairhaven Tank High Speed Pump; and,

Be It Further Resolved that the final bid specifications be subject to form approval by the Borough Attorney.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 25, 2016.



Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 02/25/2016

RESOLUTION# 16-98

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan			✓			
McSwiggan			✓			
Sasso	✓		✓			
Strauch		✓	✓			
Wilczynski			✓			
Mayor White	---	---				

**Approval of Short Term Emergency Sharing of Fire
Apparatus Shared-Services Agreement**

Whereas, the County of Bergen owns certain fire apparatus, including ladder vehicles and engines ("Fire Apparatus") used for training firefighters at its Fire Academy operated through the County's Department of Public Safety; and

Whereas, there is a need for the Borough of Allendale, at times, to utilize Fire Apparatus on a temporary/emergency basis solely for use as front line Fire Apparatus; and

Whereas, the County of Bergen has agreed, subject to the operational needs of the Fire Academy, to make certain Fire Apparatus available to the Borough of Allendale on a temporary/emergency basis solely for use as front line Fire Apparatus; and

Whereas, the Borough of Allendale has determined that by entering into a Shared Services Agreement governing the terms for borrowing the County's Fire Apparatus in advance of the Borough of Allendale's need to utilize the Fire Apparatus, the parties will be able to facilitate the prompt availability when there is a need to utilize it; and

Whereas, the apparatus will be loaned for up to eight weeks at no charge, \$25/day for weeks 9-16, and \$50/day for weeks 17-24, for a maximum of twenty-four weeks; and

Whereas, the Chief Financial Officer has certified that there will be sufficient funds available for this contract included in the 2016 budget;

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 contract between the Borough of Allendale and Bergen County, and

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BERGEN COUNTY, NJ**

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Be It Further Resolved, that the Mayor and Municipal Clerk be and they are hereby authorized to sign said contract attached hereto and made part thereof.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 25, 2016.



Anne Dodd, RMC
Municipal Clerk

**SHARED SERVICES AGREEMENT FOR SHORT TERM EMERGENCY SHARING
OF FIRE APPARATUS BETWEEN THE COUNTY OF BERGEN AND ANY
MUNICIPALITY WITHIN THE COUNTY OF BERGEN**

THIS 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 the "County" and

EACH MUNICIPALITY located within Bergen County signing this agreement, being a body politic and corporate of the State of New Jersey, with administrative offices located at the address set forth on the municipality's respective signature page, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the County of Bergen operates a Fire Academy through the County's Department of Public Safety; and

WHEREAS, the County of Bergen owns certain fire apparatus, including ladder vehicles and engines ("Fire Apparatus") used for training firefighters; and

WHEREAS, subject to the operational needs of the Fire Academy, the County seeks to make certain Fire Apparatus available to the municipalities within Bergen County on a temporary/emergency basis solely for use as front line fire apparatus; and

WHEREAS, Municipality seeks to ensure its ability to utilize the Fire Apparatus on a temporary/emergency basis as front line fire apparatus; and

WHEREAS, the County and Municipality have determined that by entering into this Shared Services Agreement governing the terms for borrowing the County's Fire Apparatus in advance of Municipality's need to utilize the Fire Apparatus, the parties will be able to facilitate the prompt availability of the Fire Apparatus at such time as Municipality has a need to utilize it;

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

WHEREAS, the County has authorized this agreement by adoption of Resolution No. 1458-15 on December 16, 2015; and

WHEREAS, Municipality has authorized this agreement by adoption of the Resolution number set forth on the signature page of this Agreement, adopted on the date set forth therein;

NOW THEREFORE BE IT AGREED AS FOLLOWS:

- iii. The use to which the Fire Apparatus will be put;
- iv. The duration for which the Municipality wishes to borrow the Fire Apparatus. Because the County has a limited number of Fire Apparatus, and wishes to make Fire Apparatus available to as many municipalities as possible, the duration will, in the absence of extenuating circumstances, be limited to eight (8) weeks. In extenuating circumstances, the County may approve ;
- v. Any other information the Municipality wishes to include with its request;
- vi. Any other information required by the County, in its discretion, to evaluate the Municipality's request.

C. If the County, upon review of the written request, determines that the requested Fire Apparatus is available for loan, the County will loan the Fire Apparatus to the Municipality on the following terms:

- i. Prior to taking custody of the Fire Apparatus, the Municipality must provide the County with a certificate of insurance, demonstrating compliance with the insurance requirements below, naming the County, its officers, agents, employees, and volunteers as additional insureds.
- ii. Prior to taking custody of the Fire Apparatus, the Municipality's Contact Person will sign a statement indicating and agreeing to the following:
 - a. The make, model, vehicle identification number, serial number, or other vehicle-specific identification of the Fire Apparatus being borrowed;
 - b. The date on which the Fire Apparatus will be borrowed;
 - c. The date by which the Fire Apparatus will be returned;
 - d. The daily rate the Municipality will pay to the County for use of the Fire Apparatus for any period exceeding eight (8) weeks, if the County determines that extenuating circumstances warrant such extended loan.
 - e. That the Municipality has inspected the Fire Apparatus and independently determined that the Fire Apparatus is acceptable for the Municipality's purposes. Where the County has advised the Municipality of known recommended repairs or replacement of specific malfunctioning or nonfunctioning parts of the Fire Apparatus, the Municipality has reviewed same, and determined that, notwithstanding such recommended repairs or replacement, the Municipality agrees to take custody of the Fire Apparatus.

Fire Apparatus is required for Fire Academy use, and within twenty four (24) hours when the County determines that return of the Fire Apparatus is required in the interest of public safety.

- xii. The Municipality will take custody of the Fire Apparatus and return custody of the Fire Apparatus to the County at the Bergen County Fire Academy. Under no circumstances shall the County be required to retrieve the Fire Apparatus from another location.

3. Term.

The term of this Agreement shall commence on the Effective Date, and shall remain in effect for a period of ten years. This Agreement will continue in effect on the terms and conditions provided herein for the full term of the Agreement, unless either Party elects to terminate said Agreement upon thirty (30) days' notice to the other Party. Said election to terminate does not relieve the Municipality from any responsibility for defense or indemnification of any claims against the County or its obligations for maintenance or repair of the Fire Apparatus occasioned by Municipality's use of the Fire Apparatus. The County shall have no liability to the Municipality for any losses or additional costs that may be incurred by the Municipality as a result of the County's termination of this Agreement.

4. Compensation.

- A. Subject to availability, the County agrees to permit the Municipality to borrow the Fire Apparatus free of charge for a period not to exceed eight (8) weeks, and the Municipality agrees to return the Fire Apparatus by the date set forth in the statement described in paragraph 2(C)(ii), *supra*, which the Municipality's Contact Person will sign prior to the Municipality taking custody of the Fire Apparatus.
- B. If the County determines that the Municipality has demonstrated extenuating services justifying the borrowing of the Fire Apparatus for more than eight (8) weeks, but not more than twenty four (24) weeks, the Municipality Agrees to pay the County, and the County agrees to accept payment at the daily rate charged by the County for use of the County Fire Apparatus at the time the Municipality seeks to borrow the County Fire Apparatus.
- C. The daily rates may be increased by the County periodically. The then effective rate shall be set forth in the in the statement described in paragraph 2(C)(ii), *supra*, which the Municipality's Contact Person will sign prior to the Municipality taking custody of the Fire Apparatus. The current daily rates are as follow:
 - a. First eight weeks – No charge, as set forth in Paragraph 4(A), above.
 - b. Ninth through sixteenth weeks – Twenty five dollars (\$25) per day.
 - c. Seventeenth through twenty fourth weeks – Fifty dollars (\$50) per day.

including but not limited to any claim alleging liability based upon any known or unknown defective, malfunctioning, or nonfunctioning part of the Fire Apparatus.

The Municipality, upon notice from the County, shall resist and defend, at the expense of the Municipality, such action or proceeding with counsel satisfactory to the County. In addition, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Municipality's obligation to defend, indemnify, and hold harmless the County, including its officers, employees, and agents, under this paragraph.

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

9. Insurance.

During the term of this Agreement, the Municipality 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 Fire Apparatus used in this performance hereunder. In addition, the Municipality 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 Fire Apparatus other than those claims covered by the aforementioned automobile liability insurance. The Municipality shall not take any action to cancel or materially change any of the insurance requirements under this Agreement without the County's prior written approval of such cancellation or change. The Certificates must provide for thirty (30) days' notice of cancellation in the event that a Municipality's policy is cancelled for any reason. The Municipality expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Municipality's obligations assumed in this Agreement and shall not be construed to relieve the Municipality from liability in excess of such coverage.

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

10. Dispute Resolution.

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 the Municipality of returning the Fire Apparatus to the County immediately upon demand, regardless of the status of any dispute resolution process.

16. No Assignment.

This Agreement may not be assigned by either party without the written consent of the other. Under no circumstances shall the Municipality grant custody of the Fire Apparatus to any third party without the express written consent of the County's Contact Person.

17. 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.

18. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. 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.

20. 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.

21. Title and Headings.

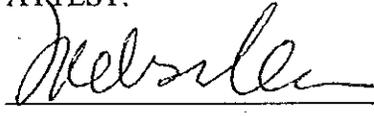
Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

22. Recitals.

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

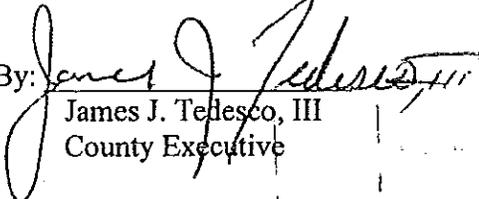
IN WITNESS WHEREOF, the COUNTY OF BERGEN and the Borough/City/Township/Village of _____ ("Municipality") have executed this SHARED SERVICES AGREEMENT FOR SHORT TERM EMERGENCY SHARING OF FIRE APPARATUS BETWEEN THE COUNTY OF BERGEN AND ANY MUNICIPALITY WITHIN THE COUNTY OF BERGEN ("Agreement"), consisting of recitals and twenty four enumerated paragraphs on ten pages plus signature pages, and agree to be bound to the terms thereof, as of the Effective Date.

ATTEST:



Dated: 12/17/15

COUNTY OF BERGEN

By: 
James J. Tedesco, III
County Executive

Authorized by Freeholder Resolution No. 1458-15, adopted on December 16, 2015, a copy of which is annexed hereto.

ATTEST:

(Name of Municipality)

By: _____

Dated: _____

Title: _____

Authorized by Resolution No. _____ of the Municipality, adopted on _____, a copy of which is annexed hereto.

All notices to the Municipality pursuant to Paragraph 13, "Notices," shall be sent to the following (to be completed by Municipality):

WHEREAS, the County has determined that by entering into a Shared Services Agreement governing the terms for borrowing the County's Fire Apparatus in advance of a municipality's need to utilize the Fire Apparatus, the parties will be able to facilitate the prompt availability of the Fire Apparatus at such time as a municipality has a need to utilize it;

WHEREAS, the County is authorized to enter into shared services agreements in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*).

WHEREAS, County Counsel has prepared a form of Shared Services Agreement, entitled "SHARED SERVICES AGREEMENT FOR SHORT TERM EMERGENCY SHARING OF FIRE APPARATUS BETWEEN THE COUNTY OF BERGEN AND ANY MUNICIPALITY WITHIN THE COUNTY OF BERGEN" ("Shared Services Agreement"), a copy of which is annexed to this Resolution, as Exhibit A; and

WHEREAS, the Shared Services Agreement sets forth the terms under which the County will, subject to availability, loan Fire Apparatus to municipalities on an emergent, temporary basis, such as in circumstances of breakdown or destruction of a municipality's firefighting vehicles,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS, upon the recommendation of Ralph Rivera, Director of the Department of Public Safety and Richard Blohm, Director of the Division of Public Safety Education, as follows:

1. The recitals set forth above are incorporated into the body of this resolution as if set forth at length herein.
2. The Board of Chosen Freeholders hereby endorses the County Executive's proposed Fire Apparatus Loaner Program, and approves the terms thereof, as set forth in the Shared Services Agreement annexed to this Resolution as Exhibit A.
3. The County Executive is hereby authorized to sign the Shared Services Agreement in the form annexed as Exhibit A, together with any other documents necessary to implement the Fire Apparatus Loaner Program as set forth therein, the Agreement and all other documents to be in forms approved by County Counsel.

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 02/25/2016

RESOLUTION# 16-99

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan			✓			
McSwiggan			✓			
Sasso	✓		✓			
Strauch		✓	✓			
Wilczynski			✓			
Mayor White	---	---				

Appointment of Community Development Representatives

Whereas, each Bergen County Community that participates in the Community Development Cooperative must appoint two representatives to its respective Community Development Committee; and

Whereas, Mayor Liz White and Councilwoman Amy Wilczynski were appointed to participate on the Community Development Committee via Resolution #16-42; and

Whereas, the Governing Body wishes to appoint Ronald Kistner, Administrative Officer/Director of Operations, in place of Mayor Liz White.

Now, Therefore, Be It Resolved that the Governing Body hereby appoints Ronald Kistner, Administrative Officer/Director of Operations, and Councilwoman Amy Wilczynski to participate on the Community Development Committee.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 25, 2016.

Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 02/25/2016

RESOLUTION# 16-100

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan			✓			
McSwiggan			✓			
Sasso	✓		✓			
Strauch		✓	✓			
Wilczynski			✓			
Mayor White	---	---				

Approval of 2016 Memorial Day Parade

Be It Resolved by the Mayor and Borough Council of the Borough of Allendale, County of Bergen, State of New Jersey that it does hereby grant permission to the Veterans of Foreign Wars Post 10181 to conduct the annual Memorial Day Parade on Monday, May 30, 2016 at 9:30 a.m.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 25, 2016.



Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 02/25/2016

RESOLUTION# 16-101

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan			✓			
McSwiggan			✓			
Sasso	✓		✓			
Strauch		✓	✓			
Wilczynski			✓			
Mayor White	---	---				

Reduction of Performance Bond
Trinity Episcopal Church

Whereas, the Borough of Allendale holds a cash bond for Trinity Episcopal Church in the amount of \$12,698.00, and

Whereas, the Borough Engineer has recommended a reduction in the bond amount to \$6,349.00; and

Whereas, the Borough of Allendale holds a surety bond for Trinity Episcopal Church in the amount of \$139,678.00 and

Whereas, the Borough Engineer has recommended a reduction in the bond amount to \$69,839.00.

Now, Therefore, Be It Resolved by the Mayor and Council of the Borough of Allendale that \$6,349 be released from the cash bond and \$69,839 be released from the surety bond, to Trinity Episcopal Church subject to payment of all outstanding legal and engineering fees.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 25, 2016.


Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 02/25/2016

RESOLUTION# 16-102

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan			✓			
McSwiggan			✓			
Sasso	✓		✓			
Strauch		✓	✓			
Wilczynski			✓			
Mayor White	---	---				

**Borough of Allendale
Resolution Authorizing Defense Agreement**

WHEREAS, the Borough of Allendale (“Borough”) has been named as a Defendant in a Civil Litigation (the “Complaint”) filed by Michael A. D’Antonio in the United States District Court for the District of New Jersey, entitled D’Antonio v. Borough of Allendale, et als.; and

WHEREAS, the Bergen County Municipal Joint Insurance Fund (“BCMJIF”) has agreed to file a Motion to Dismiss the Complaint in such litigation on behalf of the Borough and certain related and unrelated parties; and

WHEREAS, approval of the Agreement with BCMJIF, on the terms and conditions recited therein, is in the best interest of the Borough; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor Elizabeth White be and hereby is authorized to enter into the Defense Agreement with BCMJIF on behalf of the Borough, on the terms recited therein.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 25, 2016.



Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 02/25/2016

RESOLUTION# 16-103

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan			✓			
McSwiggan			✓			
Sasso	✓		✓			
Strauch		✓	✓			
Wilczynski			✓			
Mayor White	---	---				

Authorization for the Mayor to Sign the 2016-2019
Contract Between the Teamsters and the Borough

Be It Resolved by the Governing Body that an Agreement between the Borough of Allendale and Local No. 11, affiliated with the International Brotherhood of Teamsters, for a term commencing January 1, 2016 through December 31, 2019 which Agreement is on file in the office of the Municipal Clerk is hereby authorized and approved; and

Be It Further Resolved that the salaries for the positions set forth in said Agreement shall be in accordance with the terms of the Agreement and the annual salary ordinances and implementing resolutions adopted by the Governing Body from year to year.

Be It Further Resolved that the Mayor and Municipal Clerk are authorized to sign the Agreement on behalf of the Borough.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 25, 2016.



Anne Dodd, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 02/11/2016

RESOLUTION# 16-104

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan			✓			
McSwiggan			✓			
Sasso			✓			
Strauch			✓			
Wilczynski			✓			
Mayor White	---	---				

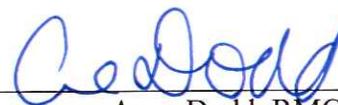
Closed Session

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. Pending & Prospective Litigation

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 25, 2016.



Anne Dodd, RMC
Municipal Clerk