

**Mayor and Council of the Borough of Allendale
Reorganization Meeting Minutes
January 5, 2023 – 7:30 p.m.**

The annual Reorganization Meeting of the Mayor and Council of the Borough of Allendale was held in the Municipal Building at 500 West Crescent Avenue, Allendale, New Jersey on January 5, 2023. The meeting was called to order at 7:30 p.m. by Municipal Clerk, Linda Louise Cervino who welcomed everyone who was joining the meeting in the audience and on Zoom Webinar. She reminded the public to mute their devices so as not to distract from the business of the meeting. The Municipal Clerk advised the public that they would have one opportunity during this meeting for public comment and she will advise at the appropriate time.

The Municipal Clerk read the open public meetings statement: “In compliance with the Open Public Meetings Act, the notice requirements have been satisfied. The meeting dates for the year are confirmed at the Annual Meeting, are posted on the public bulletin board in the Municipal Building and on the Borough Website, published in The Record within the first 10 days of the New Year, and copies are sent to The Ridgewood News and Star-Ledger. Notice of this meeting by the December 16, 2022 Sunshine Notice was sent to The Record, The Ridgewood News and Star Ledger and has been posted on the public bulletin board in the Municipal Building and Borough website.”

FLAG SALUTE: Linda Louise Cervino led the salute to the flag.

SWEARING IN OF ELECTED OFFICIALS:

The municipal clerk stated that the Bergen County Clerk’s Office certified their General Election on November 21, 2022. On November 8, 2022, Allendale’s voters cast 1,971 ballots for Amy Wilczynski to serve a three-year term as Mayor.

Mayor-Emeritus Liz White administered the Oath to Mayor-elect Wilczynski who was surrounded by her family. Photos were taken.

After Mayor Wilczynski is administered the oath, she returns to the dais and takes her position as Mayor. Thank you for coming out tonight. It is truly an honor to see so many familiar friendly faces, friends and family, here in support of me, my fellow councilmates and all of our volunteer organizations. I would like to express my sincere gratitude for you all for your faith in me to be your mayor. It’s an honor and it’s a privilege to serve this wonderful community in this capacity. I will work hard and I promise to always do my best. I look forward to serving alongside our amazing staff, volunteers and our fellow councilmembers. I would like to specially thank my husband and my family who’ve seen the sacrifice that this job can have over the years. I’d like to also thank my parents and my sisters who have always been in my life supporting me.

We have a few mayors in the room. We have Mayor Emeritus Barra and Mayor Emeritus White who I constantly call and look to as my mentors for advice all the time; and now Mayor Bernstein. Thank you to Assemblyman Christopher DePhillips for always being by our side and District 40. You work tirelessly for our district. We have an amazing team. I look forward to working with everyone to make positive changes in the borough and I

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promise you that each of us are here because we want to make Allendale a better place during our term from when we started and we will continue to work hard to make our community better, more resilient and always fiscally strong moving over.

Mayor-Emeritus Ari Bernstein administered the Oath to Councilman-Elect Matthew O'Toole, who was surrounded by his family. Photos were taken.

Before Council-elect Tyler Yaccarino was called up, Mayor Wilczynski stated that Tyler has been wanting to be a councilman since he was 18 years old. I forget sometimes that he is my children's age because he's such a poised young man and has really done such a great job for this borough. He deserves to be up here. He's going to make an awesome councilman. I'm looking forward to working with you and you being on our team.

Mayor-Emeritus Ari Bernstein administered the Oath to Councilman-Elect Tyler Yaccarino, who was surrounded by his family. Photos were taken.

ROLL CALL OF THE 2023 GOVERNING BODY:

Municipal Clerk, Linda Louise Cervino, conducted a roll call of the 2023 Mayor and Council.

PRESENT: Councilmembers Liz Homan, Susanne Lovisolo, Ed O'Connell, Matthew O'Toole, Tyler Yaccarino and Mayor Amy Wilczynski.

ABSENT: None.

ALSO PRESENT: Raymond Wiss, Borough Attorney
Linda Louise Cervino, Municipal Clerk

RESOLUTIONS:

RES 23-01: APPROVE ORDER OF VOTING

Motion by Councilwoman Homan, second by Councilman O'Connell that Resolution 23-01 be and is hereby approved.

On a roll call, the vote was record as follows:

Councilwoman Homan:	aye	Councilman O'Toole:	aye
Councilwoman Lovisolo:	aye	Councilman Yaccarino:	aye
Councilman O'Connell:	aye		

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RES 23-02: ELECT COUNCIL PRESIDENT

Councilwoman Lovisolo nominated Councilwoman Liz Homan as Council President for the year 2023. Second by Councilman O'Toole that Resolution 23-02 be and is hereby approved.

Councilwoman Lovisolo stated that for the past year, I was Liz's second on the water committee. I must admit it was a steep learning curb and I will readily confess that I did not reach the peak of that curb, but I really didn't have to. I haven't seen someone more committed than Liz to studying a topic; that being the sale or not of our water system, and then immersing herself in it and educating the rest of us. The meetings, the research, the phone calls and the follow up, Liz dedicated hundreds of hours to this town's benefit. As Allendale councilpeople up here, we don't receive compensation, but we do sometimes get rewarded. Those rewards are predominantly appreciative words now and then from our fellow borough residents, whether we've had to fix something or to improve something or to act as a true public servant in the best interest of our tax-paying residents. We are truly blessed to be a part of Allendale. As a grateful Allendale resident, one of many here tonight, we would like to thank Liz for epitomizing a true volunteer working hard and have the best interest of us all. I gladly nominate her for Council President.

On a roll call, the vote was record as follows:

Councilwoman Homan:	abstain	Councilman O'Toole:	aye
Councilwoman Lovisolo:	aye	Councilman Yaccarino:	aye
Councilman O'Connell:	aye		

RES 23-03: APPROVE TIME AND PLACE OF MAYOR AND COUNCIL MEETINGS FOR 2023

Motion by Councilman O'Connell, second by Councilman O'Toole that Resolution 23-03 be and is hereby approved.

On a roll call, the vote was record as follows:

Councilwoman Homan:	aye	Councilman O'Toole:	aye
Councilwoman Lovisolo:	aye	Councilman Yaccarino:	aye
Councilman O'Connell:	aye		

RES 23-04: APPOINT BOROUGH PROFESSIONALS

Motion by Councilwoman Lovisolo, second by Councilwoman Homan that Resolution 23-04 be and is hereby approved.

On a roll call, the vote was record as follows:

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Councilwoman Homan:	aye	Councilman O'Toole:	aye
Councilwoman Lovisolo:	aye	Councilman Yaccarino:	abstain
Councilman O'Connell:	aye		

RES 23-05: CONFIRM STANDING COMMITTEES

Motion by Councilman O'Toole, second by Councilwoman Homan that Resolution 23-05 be and is hereby approved.

On a roll call, the vote was record as follows:

Councilwoman Homan:	aye	Councilman O'Toole:	aye
Councilwoman Lovisolo:	aye	Councilman Yaccarino:	aye
Councilman O'Connell:	aye		

RES-23-06: APPOINT STANDING COMMITTEES

Mayor Wilczynski read into the record the Appointing Standing Committees.

Motion by Councilwoman Homan, second by Councilman O'Connell that Resolution 23-06 be and is hereby approved.

On a roll call, the vote was record as follows:

Councilwoman Homan:	aye	Councilman O'Toole:	aye
Councilwoman Lovisolo:	aye	Councilman Yaccarino:	aye
Councilman O'Connell:	aye		

RES 23-07: APPOINT FIRE CHIEF – DAVE BAEZ

Motion by Councilman O'Toole, second by Councilman O'Connell that Resolution 23-07 be and is hereby approved.

On a roll call, the vote was record as follows:

Councilwoman Homan:	aye	Councilman O'Toole:	aye
Councilwoman Lovisolo:	aye	Councilman Yaccarino:	aye
Councilman O'Connell:	aye		

RES 23-08: APPOINT FIRE OFFICIAL – KEVIN TODD

Motion by Councilman O'Toole, second by Councilman O'Connell that Resolution 23-08 be and is hereby approved.

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On a roll call, the vote was record as follows:

Councilwoman Homan:	aye	Councilman O’Toole:	aye
Councilwoman Lovisolo:	aye	Councilman Yaccarino:	aye
Councilman O’Connell:	aye		

RECOGNITION OF 2023 FIRE DEPARTMENT OFFICERS:

Mayor Wilczynski asked the members of the Fire Department to come forward and administered the Oath to the following.

FIRE DEPARTMENT

Fire Chief:	Dave Baez
Assistant Chief:	Vacant
1 st Captain:	Michael Pini
2 nd Captain:	Matthew Hillman
1 st Lieutenant:	Vacant
2 nd Lieutenant:	Vacant
Fire Official:	Kevin Todd

RECOGNITION OF 2023 AMBULANCE CORPS OFFICERS:

Mayor Wilczynski asked the members of the Ambulance Corps Officers to come forward and administered the Oath.

AMBULANCE CORPS

Chief:	Daryl E. D’Amore-Bottaro
Asst. Chief:	Stephanie Pini
1 st Lieutenant:	Ariane Hertenstein
2 nd Lieutenant:	Gregory Fylstra
3 rd Lieutenant:	Lauren Morgan
President:	Jose Diaz-Hernandez
Vice President:	Denis Murphy
Recording Sec:	Karen Clark
Correspond Sec.:	Linda Morgan
Treasurer:	Beth Fylstra

Mayor Wilczynski announced that she will be making the following Mayor’s appointments:

<u>LAND USE BOARD</u>		TERM EXPIRES
Land Use Board Class II – one (1) year	Ron Kistner	12/31/2023
Land Use Board Class III– one (1) year	TBD	12/31/2023
Land Use Board Class IV– four (4) years	TBD	12/31/2026
Land Use Board Alt. No. 1 – two (2) years	TBD	12/31/2024
Land Use Board Alt. No. 2 - two (2) years	TBD	12/31/2024

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Land Use Board	John Dalo	12/31/2023
<u>LIBRARY BOARD</u>		
Library Board of Trustees – five (5) years	Jim Wright	12/31/2027
Library Board of Trustees – five (5) years	Jill Webb	12/31/2027
Library Board Superintendent Representative	Melissa Duncan	-----
Borough Liaison to Library – one (1) year	Susanne Lovisolo	12/31/2023
<u>ALLENDALE SPORTS ALLIANCE</u>		
Board Member	Bridget Egan	12/31/2023
Board Member	Richard LeBlanq	12/31/2023
Board Member	Chris Homan	12/31/2023
Board Member	Tim Roy	12/31/2023
Board Member	George Mammunes	12/31/2023
<u>BOROUGH HISTORIAN</u>		
	Fred Litt	12/31/2023

INTRODUCTION OF ORDINANCES:

Motion by Councilman O’Toole that the following ordinance be introduced and passed on first reading and setting January 19, 2023, at 8:00 p.m. or as soon thereafter in the Council Chambers of the Allendale Municipal Building as the place for a hearing on said ordinance. Second by Councilwoman Lovisolo.

The Municipal Clerk read the title of the ordinance into the record:

ORDINANCE 23-01: AN ORDINANCE TO AMEND CHAPTER 53 OF THE CODE OF THE BOROUGH OF ALLENDALE, “OFFICERS AND EMPLOYEES”, TO FIX THE SALARIES, WAGES AND COMPENSATION OF THE OFFICERS AND EMPLOYEES OF THE BOROUGH OF ALLENDALE FOR THE YEAR 2023.

On a roll call, the vote was record as follows:

Councilwoman Homan:	aye	Councilman O’Toole:	aye
Councilwoman Lovisolo:	aye	Councilman Yaccarino:	aye
Councilman O’Connell:	aye		

(See Ordinance 23-01 attached and made a part hereof)

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CONSENT AGENDA:

Matters listed below are considered routine and will be enacted by one motion of the Council and one roll call vote. There will be no separate discussion of these items unless a Council member requests an item be removed for consideration.

- RES 23-09:** Council Appointments –Various Boards.
- RES 23-10:** Appoint Assessment Search Officer – Linda Louise Cervino and Appoint Tax Search Officer – Gina Wittmaack.
- RES 23-11:** Appoint Fund Commissioners of the Bergen County Municipal Joint Insurance Fund – Ron Kistner and Amy Wilczynski.
- RES 23-12:** Appoint PACO Officer & Personnel Officer – Ron Kistner – and Anti- Harassment Officer – Linda Louise Cervino.
- RES 23-13:** Appoint Fire Inspectors.
- RES 23-14:** Authorize Claims Account/Withdrawal of Borough Funds.
- RES 23-15:** Appoint ADA Compliance Officer – Ron Kistner.
- RES 23-16:** Adopt By-Laws.
- RES 23-17:** Designate Official Newspapers.
- RES 23-18:** Authorize Withdrawal of Water Utility Funds.
- RES 23-19:** Designate Official Depositories.
- RES 23-20:** Authorize Payroll Account/Withdrawal Signatory.
- RES 23-21:** Authorize Payments Between Meeting Dates.
- RES 23-22:** Adopt 2023 Cash Management Plan.
- RES 23-23:** Authorize Telephone/Electronic Transfer of Funds.
- RES 23-24:** Authorize Petty Cash Funds.
- RES 23-25:** Approve Interest on Delinquent Taxes.
- RES 23-26:** Authorize Annual Tax Sale.
- RES 23-27:** Approve Fee for Returned Checks.
- RES 23-28:** Authorize Continued Compensation for Borough Employees.
- RES 23-29:** Waive Insurance Requirement for Non-Profit Organizations.

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- RES 23-30:** Approve Coverage of Quasi-Public Entities by JIF.
- RES 23-31:** Appoint Police Chaplain – Fr Michael Allen, Trinity Episcopal Church.
- RES 23-32:** Appoint Zoning Officer – Anthony Hackett.
- RES 23-33:** Appoint Property Maintenance Officer – Mike Limatola .
- RES 23-34:** Adopt Volunteer Tuition Credit Program.
- RES 23-35:** Appoint Administrative Officer – Ron Kistner.
- RES 23-36:** Appoint Allendale Housing, Inc. Board of Trustees.
- RES 23-37:** Appoint Wireless Communications Carriers & Facilities Consultant – Hoplite Communications.
- RES 23-38:** Appoint Continuing Disclosure Agent and Independent Registered Municipal Advisor - Phoenix Advisors, LLC.
- RES 23-39:** Appoint Deputy Emergency Management Coordinators – Mike Limatola and Terrence Lawler.
- RES 23-40:** Appoint Water Collector – M. Alissa Mayer.
- RES 23-41:** Appoint Director of Operations – Ron Kistner.
- RES 23-42:** Appoint DPW Crew Chief –Dan Richards, Rich McDowell & John Pasquino.
- RES 23-43:** Appoint Court Officials.
- RES 23-44:** Appoint 9-1-1 System Coordinator – Police Officer Daniel Rosendahl.
- RES 23-45:** Approve 2023 Temporary Budget.
- RES 23-46:** Authorize Participation in Mutual Aid & Rapid Deployment Force.
- RES 23-47:** Appoint Affordable Housing Representative – Ron Kistner.
- RES 23-48:** Approve Shared Service Agreement – Licensed Sewer Operator Services – Northwest Bergen County Utilities Authority.
- RES 23-49:** Approval of Shared Service Agreement – As-Needed Sanitary Sewer Cleaning – Northwest Bergen County Utilities Authority
- RES 23-50:** Authorization of Shared Service Agreement – As-Needed TV Inspection –Northwest Bergen County Utilities Authority
- RES 23-51:** Designate Acting Municipal Court Administrator – Sherri D’Alessandro

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- RES 23-52:** Approve 2023 UPSEU White Collar Unit Salaries.
- RES 23-53:** Approve 2023 Teamsters Local No. 11 Salaries.
- RES 22-54:** Approve 2023 Patrolman’s Benevolent Association Salary Resolution.
- RES 23-55:** Approve 2023 Workplace Alcohol & Drug Testing Contract – Valley Medical Group.
- RES 23-56:** Appoint Police Physician – Seena Shekari, DO.
- RES 23-57:** Adopt Notice of Tort Claim Form.
- RES 23-58:** Appoint Emergency Management Director – Mike Dillon.
- RES 23-59:** Appoint Fire Administrator for the Borough of Allendale.
- RES 23-60:** Approval of Amendment to Recyclables Delivery Agreement – Rockland County Solid Waste Management Authority.
- RES 23-61:** Authorize the Cancellation of Property Tax Refunds or Delinquent Amounts of Less than \$10.00.
- RES 23-62:** Appointment of Crossing Guard, Maureen Fisher.
- RES 23-63:** Approval of 2023 Interlocal Service Agreement – Borough of Waldwick – Waldwick Well-Baby Clinic.
- RES 23-64:** Approval of 2023 & 2024 Public Health Shared Services Agreement – Bergen County Department of Health.

Motion by Councilwoman Homan, second by Councilman O’Toole that the Consent Agenda be and is hereby approved.

On a roll call, the vote was recorded as follows:

Councilwoman Homan:	aye	Councilman O’Toole:	aye
Councilwoman Lovisolo:	aye	Councilman Yaccarino:	aye
Councilman O’Connell:	aye		

(See Resolutions 23-09 through 23-64 attached and made a part hereof)

UNFINISHED BUSINESS: There was no unfinished business.

NEW BUSINESS:

SWEARING IN OF POLICE OFFICER:

RES 23-65: Authorize Hire of Police Officer – John Rubino, III

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Mayor Wilczynski invited Chief Dillon and John Rubino's family to come up as she administers the oath to John Rubino, III.

Motion by Councilman O'Toole, second by Councilwoman Homan, that Resolution 23-65 be approved to hire Police Officer John Rubino, III.

On a roll call, the vote was recorded as follows:

Councilwoman Homan:	aye	Councilman O'Toole:	aye
Councilwoman Lovisolo:	aye	Councilman Yaccarino:	aye
Councilman O'Connell:	aye		

(See Resolutions 23-65 attached and made a part hereof)

SWEARING IN OF POLICE OFFICER:

RES 23-66: Authorize Hire of Police Officer – Mark Dunn, Jr.

Motion by Councilman O'Toole, second by Councilman O'Connell, that Resolution 23-66 be approved to hire Police Officer Mark Dunn, Jr.

On a roll call, the vote was recorded as follows:

Councilwoman Homan:	aye	Councilman O'Toole:	aye
Councilwoman Lovisolo:	aye	Councilman Yaccarino:	aye
Councilman O'Connell:	aye		

Mayor Wilczynski invited Chief Dillon and Mark Dunn, Jr.'s family to come up as she administers the oath to John Rubino, III.

(See Resolutions 23-66 attached and made a part hereof)

MAYOR'S REPORT & COMMENTS:

I would just like to say we have a lot going on for a small town. This room is packed with lots of people. We have a lot of exciting changes in our police department. We have the swearing in of our two police officers, which we're so happy. We also have new leadership. Chief Mike Dillon has been the helm for a year and is already making positive changes. We just sold our water system. Thank you to Councilwoman Homan and her team, and will be upgrading our infrastructure and putting PFAS treatments in soon. We also just closed on 220 West Crescent right before the end of the year. Thank you to the lawyers that made this happy, including Vince Barra, who is also a lawyer. It was a long process, but it will be wonderful. It will soon be demolished. For those who don't know, it is the former Black Mill Work property. It will be demolished by the end of the month. We will be building a brand new community center and we will be building 70 condo units. We are really excited about that. We've already set up several meetings for our committee, so this team is ready. Thank you, everybody.

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COUNCIL COMMITTEE REPORTS & COMMENTS:

Councilman O'Toole expressed his heartfelt thanks to everyone who made it possible for him to sit up there. He thanked his wife, Joanna, and daughters, Erin and Tara. He stated, this takes a lot of time and a lot of commitment and there's not usually a whole lot of grumbling when I'm going out the door to another meeting or taking another phone call. I'd also like to thank my parents who are at everything that myself and my siblings have done, and I thank them for everything they've instilled in me and the values that I try to bring to this position. Thank you to all my friends and neighbors who feel that I deserve another chance. Finally, thank you to everyone up here for all your help and your support. I truly appreciate you. Tyler, congratulations. We all knew this day was coming and I'm very happy to be up here with you.

Councilwoman Lovisolo congratulated Mayor Wilczynski. You have worked so hard as a councilwoman for so many years and dedicated countless hours to the Borough of Allendale, whether it was Crestwood Lake or 220/230 or any number of things you've researched and worked on. You care about this borough and I have no doubt you will be an amazing mayor. A quick moment to my friend, Councilman Matthew O'Toole, back for another term. While we have similar opinions on so many things, I've always appreciated the different ways you often viewed things. You have a measured and steady approach to issues and challenges and it's no wonder you successfully run marathons because one of your enduring strengths is to stay committed to things for the long haul. I'm so happy to serve with you and Tyler. Tyler, you were a classmate of my oldest daughter, but it's really been the past seven years that I've gotten to know you. In that time, you've done everything possible to demonstrate your dedication to this borough and the organizations and groups that you are a part of. You are so many people's go to person when they need help or an answer to a borough question. You fully understand the obligation and the privilege it is to serve the people in Allendale. It is my honor and one of the proudest moments I think I'm going to have on council to welcome you as Councilman Yaccarino.

Councilman Yaccarino stated, first and foremost, I think you have to thank everybody in this room. We're all here tonight because we want what's best for Allendale. We have a great passion for our town, for our community, for our neighbors, for everyone up here. And for everyone here tonight, we're all here for one reason; because we want what's best for Allendale. I'd like to congratulate again my runningmates this year; Mayor Wilczynski and Councilman O'Toole. It's an honor and privilege to be here with you along with Councilwoman Homan, Lovisolo and Councilman O'Connell. It's really this governing body, past and present, that has done so many wonderful things, including Mayor Barra, Mayor White, Mayor Bernstein and Councilman Sasso, that have done so many wonderful things for this town, and I know that we're going to continue just that up here together; whether it being a committee or making great additions and changes for the borough, which I know under Mayor Wilczynski's leadership will be profound.

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For me, the journey to council started in this room at that table eight years ago on a morning in February when I communicated with the late Bob Pash, who was one of the reasons, along with Susanne, that I'm here this evening along with everyone else. It was from that moment in this room that I knew that I needed to involve myself with this community, to involve myself with this borough. I worked in borough hall for five years. I've been involved with so many different community organizations, seeing all the different aspects of this town and to tie it all together, I know that I am ready to take the next step as councilman here in the Borough of Allendale. I'm ready to meet to the challenges and to work with everyone to continue making Allendale a great place to live. I'd like to thank you all, again, so much for your support. I know that great things for all of us are to come, so thank you, all, again.

Councilwoman Homan stated, echoing what everybody has expressed that we do have an incredible community; the police department, fire department, ambulance corp, Holiday Observers, and you could list them all. We really are an amazing community and it is a pleasure to see everybody out in the streets or up at the high school or wherever because everybody does really volunteer and work in this community with their heart first. It's so great that this room is so full on a night when we can say congratulations, thank you for serving to Amy, Matt and Tyler coming on here because oftentimes this room is empty. It's so nice that everybody turned out in order to welcome them, to welcome our new policemen onto to force, to be able to swear in everybody into the fire and ambulance. Thank you very much. Amy, it's going to be fun. We've been on a long journey together and it's being lead by a wonderful person.

STAFF REPORTS & COMMENTS:

Attorney Raymond Wiss, Esq., said to Mayor Wilczynski that he looks forward to working with her in her role as Mayor, who worked closely in her role as a councilmember and councilpresident. I look forward to continuing. Matt and Tyler, congratulations.

PUBLIC COMMENTS:

Terry Lawler, 4 Fieldhedge Lane, Phillipsburg, New Jersey. Good evening, Mayor Wiczynski and Council. I am here this evening as a member of Allendale Waldwick PBA 217 and as the past president of the PBA, and as a member of the Allendale Police Department. I'd like to address you all regarding concerns of the membership of the local but, more specifically, the officers of the Allendale Police Department in regards to the lack of the adequate number of supervisors in the Allendale Police Department. The Allendale Police Department has been without of one sergeant since October of 2021. We've been without a second sergeant since July of this year who officially retired on November 1st. During this time, we have had only two sergeants leaving two squads working without proper supervision, while increasing the number of officers in the department with no lieutenants or captains.

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Sergeant Griffith and I, along with Chief Dillon, have requested at meetings of the public safety committee to make promotions within the department that presently exists from the testing process that the previous council had authorized, to fill that vacancy left by Sergeant Kroepke. I would also request that with the other sergeant presently out on disability that you promote two officers on the existing promotional list without delay so we have adequate supervision within the police department. The lack of supervisors in the police department makes an obvious concern to the police officers and residents of the Borough of Allendale. As a supervisor myself with 28 years of law enforcement experience, it is imperative that officers always have a clear chain of command to turn to when questions or concerns arise. Having two squads presently working with no supervisors assigned to them could lead to potential liability issues for the officers and the borough. The last we were told was the borough was waiting for the new council to be seated. Congratulations to you all. Now that you have taken your seats on the council, I hope that you see to it that these two sergeant positions are needed to be filled and we waste no more unnecessary time. Thank you.

Vince Barra, Mayor-Emeritus, stated that we're here tonight to recognize Amy, Tyler and Matt. No one knows better than I what a tough job this is. I have one correction to make. You said that Tyler wanted this since he was 18; can we agree eight years old? I just want the record to reflect that. Today is a proud day for Allendale. This is a fabulous town. We love it. We've all been here through the tough times. Amy, this is probably one of the proudest days that I have had. It's like my daughter. You've earned it. You and I worked very closely together. You are one of the brightest, hardworking and toughest individuals that I have ever run across. The saga that we went through on 220/230, no one in this town would ever appreciate what you did; I will and those of us that worked closely with you on this will appreciate what you did. You were phenomenal. How you worked with lawyers, architects, construction people and developers, and you brought this thing to the finish line and it was no easy task. It was an incredible undertaking. I want to say you are going to go down as one of the best mayors that Allendale has ever had. I've seen you in very tough situations and how you worked your way through it. It's just very impressive. Mayor Wilczynski said that she doesn't know what to say. That was so nice; and coming from you, Vince, I look up to you so much. You have been such a mentor to me throughout all of this.

Donna Yaccarino, (Councilman Yaccarino's mom) 108 Hillside Ave, stated that she is very proud of Tyler. She thanked everyone for guiding him along the way. Susanne, you've always been there when I couldn't be. Matt, you're a great friend. Amy, thank you for the opportunity for Tyler. I can just promise everybody here that Tyler loves this town and loves everybody and he will do his very best. Thank you, everybody. Councilman Yaccarino said he just wants to re-emphasize that. My family has always been there. I know every time I tell them I'm going to another meeting they say you have another meeting. I thank you.

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Jim Schultz, Waldwick, New Jersey. I'm an Allendale Fireman. I'd like to address questions to the public safety committee. The night of the public safety committee, Chief Policht, Assistant Chief Baez and I attending a meeting on June 13, 2022 to discuss the concerns we had regarding Apparatus 941. Mr. Schultz asked Councilman O'Toole and Councilman O'Connell if they remembered that meeting and asked if they remembered what the next steps were after that meeting and what they wanted to do. Councilman O'Toole said we were waiting for proposals. Mr. Schultz said he's going to go through the timeline. On June 13th, you met to discuss the deficiencies of 941 of the recent fire in Allendale. We agreed to hire a consultant to review 941 and its function and capabilities for the Borough of Allendale. June 15th, the committee contacted vendors referred to us by surrounding towns who utilized these companies. June 17th, two vendors replied to our proposals. June 21st, we conducted an in-person interview with East West Fire Apparatus Consultants. July 1st, East West Fire Apparatus Consultants were chosen to provide the requested services. July 17th, a write-up explaining the process and the proposal was sent to the Mayor and the public safety committee. July 27th, Mr. O'Toole sent a reply back saying they will respond soon. August 16th, I emailed Mr. O'Toole asking him for an update on his July 27th email. To date, I have not received a response from Mr. O'Toole to my email. I have watched all the borough's regular and work session meetings from June 16th through December 15th and I have never heard one mention of the June 13th meeting. As of today, it is over six months since that meeting and we have received no word from the public safety committee regarding that meeting on our proposal.

What amazes me is it took you less than two weeks to hire a consultant to review the voting percentages in the firehouse. It took you less than two months to create a new ordinance and hire an individual to fill that new position created by the ordinance. You have no issue approving or moving forward with administrative topics; however, when it comes to public safety and firefighter safety you have dragged your feet for greater than six months. 941 is outdated. It's too complex to operate and too large to properly function in the Borough of Allendale. Keeping that piece of equipment in service poses a safety risk for the firefighters and the public. Can you tell me the status of this request? Councilman O'Toole replied that we will discuss it at our next committee meeting. Mr. Schultz thanked Councilman O'Toole.

Ellen Hillman, One Homewood Avenue, stated that she's a little disappointed at the borough council's interference into the personal matters of the Allendale Volunteer Fire Department. The borough stepped in prior to the election that was to be held in November and they postponed that election because there were possible paperwork errors. At that time, the eligible voters would not have supported what appeared to be the safety committee and the borough council's agenda. There were members who were running for office who would have been moving the department ahead in a more professional manner, raising the bar, if you will.

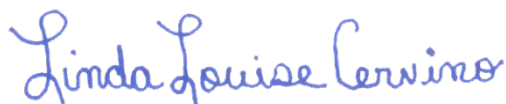
**Mayor and Council of the Borough of Allendale
Reorganization Meeting Minutes
January 5, 2023 – 7:30 p.m.**

The borough postponed that election. There were found to be four additional members who could now vote; good news, so the borough allowed the election to go forward. Now, on a side note, I don't know how the borough interferes into a volunteer organization in town and says you can or cannot do an election. The election takes place and there was a surprise outcome and that was that there were a number of write-in ballots that supported new officers. Very shortly after that, the borough council and the safety committee came in and said that election doesn't count. We're appointing new officers. We're appointing who we want. And, in fact, demoted some of the elected officers to lower ranks, which is inappropriate. I'm not sure what your reasoning is. I've communicated with each and every one of you, excluding Tyler, I believe. Once I mentioned the issue which has been brought up by other people in the department of harassment and bullying, the emails stopped. I would ask you to look very carefully at what's going on because while you may have won the war, you will surely lose the battle because, in the long run, by demoting officers, you provide no opportunity for growth in the department now for probably another two or three years because there are credentials and requirements of service in the fire department that must be met before one can go to assistant and to chief.

ADJOURNMENT:

There being no further business to come before the Mayor and Council, on a motion by Councilwoman Homan, with second by Councilman Yaccarino, and unanimously carried, the Regular Session was adjourned at 8:28 p.m.

Respectfully submitted,



Linda Louise Cervino, RMC
Municipal Clerk

02/09/2023
Date Approved

**BOROUGH OF ALLENDALE
SALARY ORDINANCE – 2023**

ORDINANCE #23-01

AN ORDINANCE TO AMEND CHAPTER 53 OF THE CODE OF THE BOROUGH OF ALLENDALE, “OFFICERS AND EMPLOYEES”, TO FIX THE SALARIES, WAGES AND COMPENSATION OF THE OFFICERS AND EMPLOYEES OF THE BOROUGH OF ALLENDALE FOR THE YEAR 2023.

BE IT ORDAINED, by the Governing Body of the Borough of Allendale that the salaries of the following officers and employees of the Borough of Allendale shall be paid bi-weekly and fixed in the amounts as set forth below, effective January 1, 2023.

TITLE	MINIMUM	MAXIMUM
Municipal Clerk	\$60,000	\$97,000
Deputy Municipal Clerk	48,000	68,000
Administrative Officer	5,000	40,000
Director of Communications	40,000	50,000
Summer Interns, Hourly	14.00	17.00
Chief Financial Officer	65,000	115,000
Tax Collector	63,000	71,000
Tax Assessor, Part-time	30,000	52,500
Qualified Purchasing Agent	3,000	6,000
Director of Operations	80,000	165,000
Clean Communities Coordinator/Certified Recycling Professional	1,500	3,000
Crestwood Lake Staff – Seasonal	500	20,000
Crestwood Lake Employees – Seasonal, Hourly	12.70	19.00
Water Collector	5,000	20,000
Construction Code Official, Part-time	25,000	64,000
CCO Inspector	4,000	6,000
Electrical Sub Code Official, Part-time	10,000	15,500
Building Sub Code Official, Part-time	1,700	3,500
Plumbing Sub Code Official, Part-time	10,000	13,100
Zoning Official, Part-time	4,500	9,000
Property Maintenance Official, Part-time/Hourly	18.00	25.00
Fire Sub Code Official, Part-time	10,000	13,100
Fire Prevention Official, Part-time	3,800	5,500
Fire Inspectors, Hourly	14.00	20.15
Fire Administrator	3,000	6,000
Chief of Police	135,000	180,000
Municipal Magistrate	10,000	16,000
Municipal Prosecutor	4,000	8,000
Crossing Guards, P/T Hourly	14.00	20.00
Emergency Management Official	2,500	5,000
Laborer, DPW	45,000	85,000
Standby, DPW, Per Week	425	425
Crew Chief, DPW	3,000	12,500
Laborer, DPW, Part-time/hourly	16.00	21.00
Administrative Assistant	35,000	48,000

**BOROUGH OF ALLENDALE
SALARY ORDINANCE – 2023**

ORDINANCE #23-01

Administrative Assistant, Part-time/hourly	16.00	23.00
Clerk Typist, Part-time/hourly	14.00	20.00
Land Use Administrative Assistant	32,000	48,000
Bookkeeper	40,000	55,000
DPW File Clerk, Part-time/hourly	14.00	22.27
Building Department Technical Assistant, Part-time/hourly	16.00	30.00
Radio Police Dispatcher, Full-time	35,000	43,000
Radio Police Dispatcher, Part-time-hourly	16.00	21.00

Council	Motion	Second	Yes	No	Abstain	Absent
Homan			✓			
Lovisolo		✓	✓			
O'Connell			✓			
O'Toole	✓		✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----	-----	-----	-----	

I hereby certify the above to be a true copy of an Ordinance introduced by the Governing Body of the Borough of Allendale on January 5, 2023.


 Linda Louise Cervino, RMC
 Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-01

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell		✓	✓			
O'Toole			✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

APPROVAL OF ORDER OF VOTING

BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that order of voting for the Governing Body in 2023 will be as follows:

Councilwoman Homan
Councilwoman Lovisolo
Councilman O'Connell
Councilman O'Toole
Councilman Yaccarino

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

Linda Louise Cervino

Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-02

Council	Motion	Second	Yes	No	Abstain	Absent
Homan			✓			
Lovisolo	✓		✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

ELECTION OF COUNCIL PRESIDENT

BE IT RESOLVED that Liz Homan is hereby elected President of the Borough Council for the year 2023.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-03

Council	Motion	Second	Yes	No	Abstain	Absent
Homan			✓			
Lovisolo			✓			
O'Connell	✓		✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

**APPROVAL OF TIME AND PLACE OF MAYOR & COUNCIL
MEETINGS FOR 2023**

WHEREAS, the Open Public Meetings Act, NJSA 10-4-18 et seq. took effect on January 19, 1976; and,

WHEREAS, the Governing Body desires to be in complete compliance with the requirements and spirit of that act.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body as follows:

1. The schedule listed below of regular meetings of this public body is hereby adopted for the year 2023;
2. A copy of the schedule shall be:
 - a. Posted and maintained through the year on the bulletin board in the Allendale Borough Hall, 500 West Crescent Avenue, Allendale, New Jersey 07401
 - b. Mailed and/or Emailed at no cost to the following newspapers: The Record, Star Ledger and the Ridgewood News
 - c. Filed in the Office of the Borough Clerk
 - d. Mailed to those who have requested same and have prepaid the sum of \$10.00 fixed to cover the cost of providing such notice
 - e. Official action may be taken.

(See copy attached and made a part hereof)

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.


 Linda Louise Cervino, RMC
 Municipal Clerk

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/05/2023

RESOLUTION# 23-03

**BOROUGH OF ALLENDALE
MAYOR & COUNCIL 2023 MEETINGS**

Work Sessions will be held at 7:30 p.m. followed by the Regular Sessions at 8:00 p.m. in the Allendale Municipal Building, 500 West Crescent Avenue, Allendale, New Jersey 07401 on the following Thursdays:

JANUARY

January 19, 2023

FEBRUARY

February 9, 2023
February 23, 2023

MARCH

March 9, 2023
March 23, 2023

APRIL

April 13, 2023
April 27, 2023

MAY

May 11, 2023
May 25, 2023

JUNE

June 15, 2023
June 29, 2023

JULY

July 20, 2023

AUGUST

August 17, 2023

SEPTEMBER

September 7, 2023
September 21, 2023

OCTOBER

October 12, 2023
October 26, 2023

NOVEMBER

November 16, 2023

DECEMBER

December 7, 2023
December 21, 2023

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

DATE: 01/05/2023

RESOLUTION# 23-04

Council	Motion	Second	Yes	No	Abstain	Absent
Homan		✓	✓			
Lovisolo	✓		✓			
O'Connell			✓			
O'Toole			✓			
Yaccarino					✓	
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

APPOINTMENT OF BOROUGH PROFESSIONALS

WHEREAS, the Borough of Allendale requires the service of professionals for the calendar year 2023; 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 that the following appointments be and they are hereby made for the year:

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

DATE: 01/05/2023

RESOLUTION# 23-04

BE IT FURTHER RESOLVED that these contracts are being awarded as a non-fair and open contract, pursuant to the provisions of N.J.S.A. 19:44A-20.5;

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the determination of value be placed on file with this Resolution.

BOROUGH PROFESSIONALS		Not to Exceed
Animal Control	Tyco Animal Control Service	\$17,500.00
Appraisal Firm	BBG/ Izenberg Appraisal Associates	\$17,500.00
Appraisal Firm	Associated Appraisal Group	\$50,000.00
Affordable Housing Consultant	Burgis Associates	\$17,500.00
Bond Counsel	Rogut McCarthy, LLC	\$17,500.00
Environmental Attorney	Susan Karp, Esq.	\$17,500.00
Environmental Consultant	RTP Environmental Associates, Inc.	\$17,000.00
Grant Writer	Bruno Associates	\$24,000.00
Municipal Auditor	Lerch Vinci and Higgins, LLP	\$60,000.00
Municipal & Labor Attorney	Wiss & Bouregy	\$150,000.00
Planner	Burgis Associates	\$17,500.00
Risk Management Consultant	Eifert, French & Company	\$17,500.00
Municipal Engineer	Van Cleef Engineering- Michael Vreeland	\$75,000.00
Engineer/Special Projects	Neglia Engineering	\$65,000.00
Tax Appeal Attorney	Huntington Bailey- Levi J. Kool, Esq.	\$17,500.00
Construction Mgmt. Consultant	Chuck Tatosian	\$75,000.00
Engineer/Special DEP Project	Dewberry Engineers Inc.	\$17,500.00
Special Counsel	DeCotiis, FitzPatrick, Cole & Giblin, LLP- Ryan Scerbo	\$17,500.00
IT Services Consultant	Coban Computers	\$45,000.00
Borough Architect	Z+ Architects, LLC	\$25,000.00

BE IT FURTHER RESOLVED that the compensation for the aforesaid positions to be established by the salary ordinance or the contract for such services which shall be executed by each of the professionals named herein; and,

BE IT FURTHER RESOLVED that the aforesaid appointments were made without competitive bidding under the provisions of N.J.S.A. 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,

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

DATE: 01/05/2023

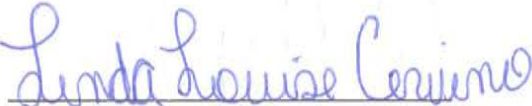
RESOLUTION# 23-04

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 each of the contracts shall contain a clause of "not to exceed" the total fees without prior written approval of the Governing Body; 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 January 5, 2023.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-05

Council	Motion	Second	Yes	No	Abstain	Absent
Homan		✓	✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole	✓		✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

CONFIRMATION OF STANDING COMMITTEES

BE IT RESOLVED that the following Standing Committees shall be appointed by the Mayor:

Finance, Human Resources and Administration

Water, Sewer and Public Utilities

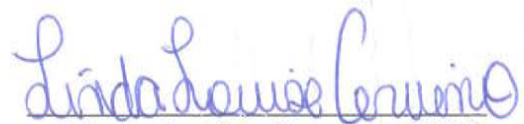
Public Works

Facilities, Parks and Recreation

Land Use and Construction Code

Public Safety

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-06

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell		✓	✓			
O'Toole			✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

APPOINTMENT TO STANDING COMMITTEES

BE IT RESOLVED that the first named Council member shall act as Chair of the Committee:

Finance, Human Resources and Administration
Councilwoman Lovisolo and Councilwoman Liz Homan

Water, Sewer and Public Utilities
Councilwoman Homan and Councilman Yaccarino

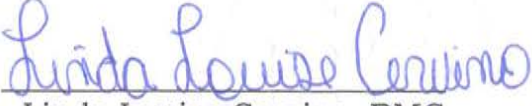
Public Works
Councilman O'Connell and Councilman O'Toole

Facilities, Parks and Recreation
Councilman Yaccarino and Vacant

Land Use and Construction Code
Vacant and Councilwoman Lovisolo

Public Safety
Councilman O'Toole and Councilman O'Connell

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-07

Council	Motion	Second	Yes	No	Abstain	Absent
Homan			✓			
Lovisolo			✓			
O'Connell		✓	✓			
O'Toole	✓		✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

APPOINTMENT OF FIRE CHIEF AND ASSISTANT FIRE CHIEF

BE IT RESOLVED that the Mayor and Borough Council do hereby confirm the election of the following individuals for the term expiring December 31, 2023:

Dave Baez
Vacant

Fire Chief
Assistant Fire Chief

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-08

Council	Motion	Second	Yes	No	Abstain	Absent
Homan			✓			
Lovisolo			✓			
O'Connell		✓	✓			
O'Toole	✓		✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

APPOINTMENT OF FIRE OFFICIAL

BE IT RESOLVED that the following individual be and is hereby appointed by the Mayor and Council as Fire Official for the Borough of Allendale for the year ending December 31, 2023.

Fire Official – Kevin Todd

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-09

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisollo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

COUNCIL APPOINTMENTS – VARIOUS BOARDS

BE IT RESOLVED that the following individuals are appointed to the named Board or Commission for the period specified:

TERM EXPIRES

Board of Health 3-year term

Robin Iverson	12/31/2025
Christopher Martin	12/31/2025
Linda Morgan	12/31/2025

Allendale Volunteer Goose Patrol

Trish Cellary	12/31/2023
Carlton Frost	12/31/2023
Jen Klemchalk Gill	12/31/2023
John Merchant	12/31/2023
Jim Strauch	12/31/2023

Marsh Wardens

Mike Limatola	12/31/2023
Jim Wright	12/31/2023

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-10

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

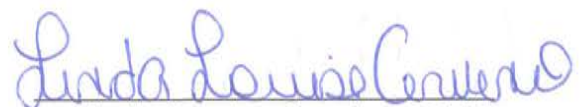
Approved on Consent Agenda

APPOINTMENT OF ASSESSMENT AND TAX SEARCH OFFICERS

BE IT RESOLVED that Linda Louise Cervino is hereby appointed as Assessment Search Officer of the Borough of Allendale; and,

BE IT FURTHER RESOLVED that Gina Wittmaack is hereby appointed as Tax Search Officer of the Borough of Allendale.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-11

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

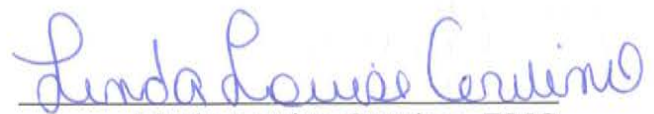
Approved on Consent Agenda

**APPOINTMENT OF FUND COMMISSIONERS OF THE BERGEN COUNTY
MUNICIPAL JOINT INSURANCE FUND**

BE IT RESOLVED that Ron Kistner is appointed as Fund Commissioner of the Bergen County Municipal Joint Insurance Fund for the year 2023; and

BE IT RESOLVED that Amy Wilczynski is appointed as the Alternate of the Bergen County Municipal Joint Insurance Fund for the year 2023.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-12

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

**APPOINTMENT OF PACO OFFICER, PERSONNEL OFFICER
AND ANTI-HARASSMENT OFFICER**

BE IT RESOLVED that Ron Kistner is hereby appointed as Affirmative Action Public Agency Compliance Officer (PACO) in accordance with P.L. 1975 C.127 (N.J.A.C. 17:27) for the year 2023; and,

BE IT FURTHER RESOLVED that Ron Kistner is hereby appointed Personnel Officer; and,

BE IT FURTHER RESOLVED that Linda Louise Cervino is hereby appointed as the Anti-Harassment Officer.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-13

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

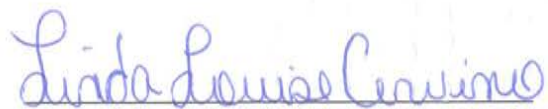
Approved on Consent Agenda

APPOINTMENT OF FIRE INSPECTORS

BE IT RESOLVED that the following individuals listed below are appointed by the Mayor and Council as Fire Inspectors for the Borough of Allendale for the year 2023:

Kevin Todd #117334
James Schultz #180149
Steven Alvarez #109976
Brian Testino #158410

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-14

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

**AUTHORIZATION OF CLAIMS ACCOUNT AND
WITHDRAWAL OF BOROUGH FUNDS**

NOW, THEREFORE, BE IT RESOLVED that the Chief Financial Officer is hereby authorized and directed to maintain in the official depository an account designated as the Borough of Allendale Claims Account; and,

BE IT FURTHER RESOLVED that all funds deposited in the account must be withdrawn by proper warrants of the Borough signed by three of the following: the Mayor, the Chief Financial Officer, the Municipal Clerk or Finance Committee Member.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-15

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

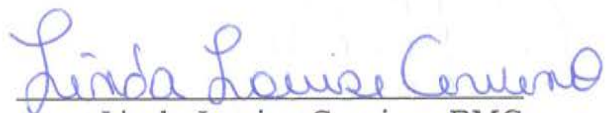
Carried Defeated Tabled

Approved on Consent Agenda

APPOINTMENT OF ADA COMPLIANCE OFFICER

BE IT RESOLVED that Ron Kistner is hereby appointed as ADA Compliance Officer for the Borough of Allendale for the year 2023.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-16

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

ADOPTION OF BY-LAWS

WHEREAS, pursuant to the Code of the Borough of Allendale, By-laws, Chapter A276 need to be adopted annually.

NOW, THEREFORE, BE IT RESOLVED that the By-laws recorded in the Code of the Borough of Allendale be and they are hereby adopted for the year 2023.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-17

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

DESIGNATION OF OFFICIAL NEWSPAPERS

BE IT RESOLVED that The Record and The Star Ledger be and are hereby designated as the official newspapers of the Borough of Allendale for the year 2023.

BE IT FURTHER RESOLVED that notice will also be sent to The Ridgewood News, posted on the Borough's official website and posted on the bulletin board in Borough Hall.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-18

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

AUTHORIZATION FOR WITHDRAWAL OF WATER UTILITY FUNDS

BE IT RESOLVED that all funds of the Water Operating Account or Water Capital Account deposited in the official depositories may be withdrawn by proper warrants of the Borough signed by three of the following: the Mayor, the Chief Financial Officer, the Municipal Clerk, and a member of the Finance Committee except as provided in Resolution 23-20.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-19

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

DESIGNATION OF OFFICIAL DEPOSITORIES

BE IT RESOLVED that Lakeland Bank, Provident Bank, Valley Bank, J.P. Morgan Chase Bank, and New Jersey Cash Management be designated as official depositories for the Borough funds for the year 2023.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-20

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

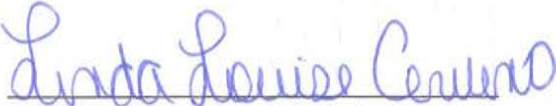
Approved on Consent Agenda

AUTHORIZATION OF PAYROLL ACCOUNT

BE IT RESOLVED that the Chief Financial Officer be and she is hereby authorized and directed to maintain in the official depository an account designated as the Borough of Allendale Payroll Account; and,

BE IT FURTHER RESOLVED that all funds of the Borough deposited in the account be withdrawn by proper warrants of the Borough signed by the Chief Financial Officer.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-21

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

AUTHORIZATION OF PAYMENTS BETWEEN MEETING DATES

WHEREAS, it becomes necessary at times to issue checks for certain fixed charges which are due on periodic dates, such as County Taxes, Payroll and other miscellaneous items, which dates frequently occur between Council meetings.

NOW, THEREFORE, BE IT RESOLVED that the proper Borough Officials be and are hereby authorized to issue and sign checks for payment when such payments become due for ratification at the next following meeting.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-22

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

ADOPTION OF 2023 CASH MANAGEMENT PLAN

WHEREAS, it is in the best interest of the Borough of Allendale to earn additional revenue through the investment and prudent management of its cash receipts; and,

WHEREAS, P.L. 1983, Chapter 8 and P.L. 1997, Chapter 148, is an act concerning the Local Fiscal Affairs Law and amends N.J.S.A. 40A:5-2 and N.J.S.A. 40A:5-14; and,

WHEREAS, the law requires that each local unit shall adopt a cash management plan.

NOW, THEREFORE, BE IT RESOLVED that the following shall constitute the Cash Management Plan for the Borough of Allendale and the Chief Financial Officer shall deposit and manage its funds pursuant to this plan.

(See attached)

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-22

Cash Management Plan
Borough of Allendale
YEAR 2023

Purpose:

It is in the best interest of the Borough of Allendale to earn additional revenue through the investment and prudent management of its cash receipts. Public Law 1983, Chapter 8, revised as Public Laws 1997, Chapter 148 is an act concerning the Local Fiscal Affairs Law and amends N.J.S.A. 40A:5-14. This law requires that each local unit shall adopt a Cash Management Plan.

The following shall constitute the Cash Management Plan for the Borough of Allendale, which shall deposit and manage its funds pursuant to this Plan.

Definitions:

1. Chief Financial Officer shall mean the Chief Financial Officer of the Borough of Allendale.
2. Fiscal Year shall mean the twelve-month period ending December thirty first.
3. Cash Management Plan shall mean that Plan as approved by resolution of the Governing Body of the Borough of Allendale.

Designation of Depositories:

At least once each fiscal year at its reorganization meeting, the Governing Body shall by resolution, designate the depositories in accordance with NJSA 40A:5-14.

The official depositories for the Borough of Allendale are as follows:

Lakeland Bank, Provident Bank, JP Morgan Chase, and NJCM (New Jersey Cash Management).

Audit Requirement:

The Cash Management Plan shall be subject to the annual audit conducted pursuant to NJSA 40A:5-14.

Authority to Invest-Effect Telephone Transfers and Withdrawal:

1. The Chief Financial Officer shall make and be responsible for all municipal deposits and investments.
2. The Chief Financial Officer is hereby authorized to effect telephone or electronic transfers for renewal of notes or investments into or out of authorized Borough and Water Utility Accounts.

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

DATE: 01/05/2023

RESOLUTION# 23-22

3. All Borough and Water Utility Warrants shall be signed by three of four of the following: the CFO, the Mayor, Municipal Clerk and a member of the Finance committee.
4. The Chief Financial Officer is authorized and directed to maintain an account designated as the Borough of Allendale Payroll Account, and all funds are withdrawn by proper warrants of the Borough signed by the Chief Financial Officer.

Investment Instrument

The Chief Financial Officer shall invest at her discretion in any investments as approved by the State of New Jersey, Department of Community Affairs, Division of Local Government Services and in accordance with N.J.S.A. 40A:5-15.1. The Borough of Allendale is currently receiving the best investment rates at Lakeland Bank and with Certificates of Deposits.

Records and Reports

1. The Chief Financial Officer shall report all investments in accordance with N.J.S.A. 40A:5-15.2.
2. At a minimum, the Chief Financial Officer shall:
 - a. Keep a record of all investments.
 - b. Keep a cash position record which reveals, on a daily basis, the status of the Borough's cash in its bank accounts.
 - c. Report investments to the Mayor and Council at regularly scheduled meetings of the Governing Body.
 - d. Report monthly to the Mayor and Council as to the status of cash balances, revenue collection, interest rates and interest earned.

Cash Flow:

1. The Chief Financial Officer shall ensure that the Borough's accounting system provides regular information concerning the Borough's cash position and investment performance.
2. All monies shall be turned over to the Chief Financial Officer and deposited in accordance with N.J.S.A. 40A:5-15.
3. The Chief Financial Officer is authorized and directed to invest funds of the Borough as the availability of funds permit. In addition, it shall be the responsibility of the Chief Financial Officer to minimize the possibility of idle cash by depositing the Borough's monies in interest bearing accounts wherever practical and in the best interest of the Borough of Allendale.

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

DATE: 01/05/2023

RESOLUTION# 23-23

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

**AUTHORIZATION FOR TELEPHONE TRANSFER/
ELECTRONIC TRANSFER OF FUNDS**

BE IT RESOLVED that M. Alissa Mayer, Chief Financial Officer, is hereby authorized on behalf of the Borough of Allendale to effect telephone/electronic transfers of funds for renewal of notes or investments into or out of authorized Borough and Water Utility Accounts.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-24

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

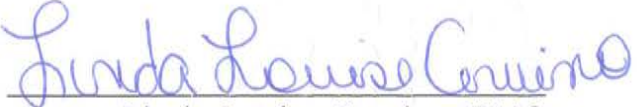
Approved on Consent Agenda

AUTHORIZATION OF PETTY CASH FUNDS

BE IT RESOLVED that the Chief Financial Officer is hereby authorized to draw current account checks for petty cash to the following individuals in the amounts stated:

Michael Dillon (Police Department)	\$150
Ron Kistner (Dept. of Public Works)	\$150
M. Alissa Mayer (Finance Department)	\$250
Amanda Bartoloma Richards (Mayor and Council)	\$250

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-25

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

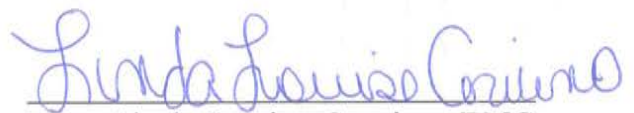
APPROVAL OF INTEREST ON DELINQUENT TAXES

BE IT RESOLVED that interest will be charged at the rate of eight (8%) per cent per annum on the first \$1,500 of all delinquent taxes, assessments and Borough charges and eighteen (18%) per cent of any amounts over \$1,500 delinquency, except that no interest will be charged on taxes for the current quarter if the said taxes are paid within the tenth calendar day following the date upon which the same became payable; and,

BE IT FURTHER RESOLVED that the interest rates shall revert to the percentages as aforesaid from the first day of any current quarter unless taxes for the same quarter are paid during the first ten days of such quarter; and,

BE IT FURTHER RESOLVED that a certified copy of this resolution be transmitted to the Collector of Taxes forthwith.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-26

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

AUTHORIZATION TO CONDUCT TAX SALE

BE IT RESOLVED that the Governing Body of the Borough of Allendale, County of Bergen, State of New Jersey hereby authorizes the Tax Collector to conduct the annual tax sale for delinquent property taxes and any other municipal charges.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-27

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

APPROVAL OF FEE FOR RETURNED CHECKS

WHEREAS, N.J.S.A. 40:5-18 provides for the imposition of a service charge to be added to any amount owing to the municipality if payment tendered on the account was tendered by a check which was returned for insufficient funds.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Allendale that the Chief Financial Officer is hereby authorized to impose a \$28.00 fee for all returned checks to any General Fund Account and Water Utility Account of the Municipality.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

Linda Louise Cervino
 Linda Louise Cervino, RMC
 Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-28

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

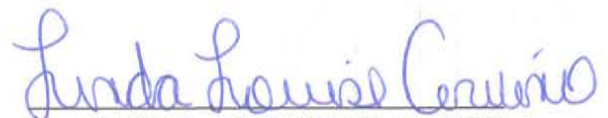
Carried Defeated Tabled

Approved on Consent Agenda

**AUTHORIZATION FOR CONTINUED COMPENSATION
FOR BOROUGH EMPLOYEES**

BE IT RESOLVED that the Chief Financial Officer be and she is authorized and directed to continue the compensation of Borough employees at previously authorized levels until such time as a resolution is adopted or as stated in a contractual agreement by the Governing Body of the Borough of Allendale setting forth the salaries of Borough employees for the year 2023.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-29

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

WAIVER OF INSURANCE FOR NON-PROFIT ORGANIZATIONS

WHEREAS, the Borough of Allendale, from time to time, authorizes use of public facilities for certain non-profit organizations which do not have insurance coverage; and,

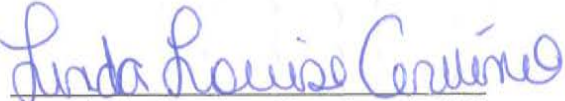
WHEREAS, the Borough is willing to permit use of its public facilities to such organizations provided that such use is consistent with the underwriting guidelines of the Borough's insurer.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body that it does hereby agree to waive insurance for the following not-for-profit organizations:

- Republican Club
- Democratic Club
- Veterans of Foreign Wars
- Allendale Housing, Inc.
- Allendale Senior Housing
- Allendale Womans Club

BE IT FURTHER RESOLVED that the waiver of insurance herein shall extend for a period of one (1) year only and must be renewed annually.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-31

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

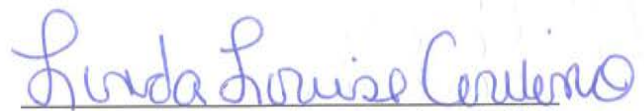
Carried Defeated Tabled

Approved on Consent Agenda

APPOINTMENT OF POLICE CHAPLAIN

BE IT RESOLVED that Father Michael Allen of Trinity Episcopal Church in Allendale, New Jersey be and is hereby appointed as Police Chaplains of the Borough of Allendale for the year 2023.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-30

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

APPROVAL OF COVERAGE OF QUASI-PUBLIC ENTITIES BY JIF

WHEREAS, the Borough of Allendale is a participating member of the Bergen County Municipal Joint Insurance Fund relative to General Liability and other coverage; and

WHEREAS, the “Fund” has adopted certain criteria to distinguish between bona fide municipal activities and other quasi-public entities not sponsored by the municipality and therefore, not subject to coverage by the “Fund”, and

WHEREAS, it has been determined that in order to be covered by the “Fund” an organization or activity meet the test that its function is of the type that historically municipalities have undertaken themselves or have provided with insurance coverage and/or is one which advances a bona fide local public purpose on a non-profit basis typically met by local government, the benefits of which are available to the municipality in general; and

WHEREAS, the Borough has asked the “Fund” to extend General Liability and non-owned Automobile Liability Coverage to the following entities:

- Class I – Allendale Firemen’s Relief Association
- Class I – Allendale Volunteer Firemen’s Association
- Class I – Allendale Volunteer Ambulance Corp
- Class I – Allendale Exempt Firemen’s Association
- Class I – Allendale Junior Fire Association
- Class I – Allendale Community Emergency Response Team
- Class III – XYZ Senior Citizens
- Class III – Friends of the Library
- Class III – Allendale Historical Society
- Class III – Holiday Observers
- Class III- Allendale Garden Club
- Class III – Allendale Volunteer Goose Patrol
- Class III - Fell House – Concerned Citizens of Allendale
- Class III – Allendale Circle of Support

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

DATE: 01/05/2023

RESOLUTION# 23-30

Class IV – Allendale Recreation Commission
Class IV – Crestwood Lake Swim Team
Class IV – Aleoop
Class IV – Allendale Sports Alliance

WHEREAS, the Borough wishes to list the following sports program activities that are covered under the Allendale Recreation Committee:

Baseball – 3rd grade through 8th grade
Basketball – Kindergarten through 12th grade
Kickball – Kindergarten
Soccer – Pre-K through 12th grade
Softball – 1st grade through 8th grade
T-Ball – 1st and 2nd grades
Volleyball – 5th grade through 8th grade
Fun with Fitness – 3rd grade through 8th grade

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

It is hereby certified that the above listed organizations exist within the Borough of Allendale as a bona fide charitable, educational, or recreational activity of the municipality and is, in fact an organization that supports and/or provides services to the municipality in general and as such is sponsored or subsidized directly or indirectly by the municipality.

The Borough of Allendale does hereby request that this organization described herein be named as an additional insured for General Liability and Non-owned Automobile Liability Coverage in accordance with the applicable limits and restrictions.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-32

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

APPOINTMENT OF ZONING OFFICER

WHEREAS, the Borough of Allendale is in need of the services of a Zoning Officer.

NOW, THEREFORE, BE IT RESOLVED that Anthony Hackett is hereby appointed to the aforementioned position to be effective January 1, 2023 for a term to expire December 31, 2023.

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.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-33

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

APPOINTMENT OF PROPERTY MAINTENANCE OFFICER

WHEREAS, the Borough of Allendale is in need of the services of a Property Maintenance Officer.

NOW, THEREFORE, BE IT RESOLVED that Michael Limatola is hereby appointed to the aforementioned position to be effective January 1, 2023 for a term to expire December 31, 2023.

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.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-34

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

ADOPTION OF VOLUNTEER TUITION CREDIT PROGRAM

WHEREAS, the Mayor and Council of the Borough of Allendale in the County of Bergen, deems it appropriate to enhance the recruitment of volunteer firefighters and emergency medical volunteers in the Borough of Allendale, and

WHEREAS, the State of New Jersey has enacted P.L. 1998, c. 145 which permits municipal governments to allow their firefighting and emergency medical volunteers to take advantage of the Volunteer Tuition Credit Program at no cost to the municipal government.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale in the County of Bergen that the Volunteer Tuition Credit Program as set forth in P.L. 1998, c. 145 is herewith adopted for volunteer firefighters and emergency medical volunteers in the municipality, and

BE IT FURTHER RESOLVED that the Municipal Clerk is herewith delegated the responsibility to administer the program and is authorized to enter into all agreements and to maintain files of all documents as may be required under the P.L. 1998, c. 145, a copy of which is herewith made part of this resolution.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.


 Linda Louise Cervino, RMC
 Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-35

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

APPOINTMENT OF ADMINISTRATIVE OFFICER

WHEREAS, Ron Kistner was appointed Administrative Officer of the Borough of Allendale on August 27, 2015 by Resolution 15-251; and,

WHEREAS, Ron Kistner has performed all of the necessary functions of the Administrative Officer;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Allendale that Ron Kistner is hereby reappointed Administrative Officer of Allendale pursuant to Code Section 53-48 et. seq. for the one-year term of January 1, 2023 to December 31, 2023; and,

BE IT FURTHER RESOLVED that the annual salary for the position of Administrative Officer shall be commensurate with the 2023 Salary Ordinance; and

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-36

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

**APPOINTMENT OF BOARD OF TRUSTEES
ALLENDALE HOUSING, INC.**

WHEREAS, Allendale Housing, Inc. has been incorporated since September 12, 2008; and,

WHEREAS, it is necessary to appoint a Board of Trustees; and,

WHEREAS, there shall be seven (7) Trustees; six (6) Trustees from the general public and one (1) Trustee from the Council of the Borough of Allendale.

NOW, THEREFORE, BE IT RESOLVED, that Mayor Amy Wilczynski is appointed as Trustee representing the Municipal Council for a term ending December 31, 2023.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-37

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

**APPOINTMENT OF 5G WIRELESS COMMUNICATIONS CARRIERS AND
FACILITIES CONSULTANT - HOPLITE COMMUNICATIONS, LLC**

WHEREAS, it is necessary for the Borough of Allendale (the "Municipality") to retain a consultant to provide municipal services with regard to the Municipality's communication carriers as carrier agreements and wireless communications facilities, in particular, the installation of next generation mobile networks in the public right-of-way, are beyond the scope and expertise of professionals normally utilized by the Municipality; and

WHEREAS, pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-53.2, application review and inspection charges shall be limited only to professional charges for review of applications, review and preparation of documents and inspections of developments under construction and review by outside consultants where an application is of a nature beyond the scope of the expertise of the professionals normally utilized by the Municipality; and

WHEREAS, the Municipality desires to appoint Hoplite Communications, LLC, with offices at 197 Route 18, Suite 3000, East Brunswick, NJ 08816, as a consultant to provide municipal services with regard to the Municipality's communications carriers; and

WHEREAS, Consultant has provided a copy of its summary of services, incorporated herein by reference; and

WHEREAS, Hoplite Communications will serve as Consultant, also known as "Designee", at no cost to the Municipality for the term of January 5, 2023 through December 31st, 2023; and

WHEREAS, all compensation paid to the consultant for services rendered to the Municipality will be paid the communications / utility carrier.

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

DATE: 01/05/2023

RESOLUTION# 23-37

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Allendale, County of Bergen and State of New Jersey that Hoplite Communications is hereby appointed as a Consultant to the Municipality to provide municipal services with regard to the Municipality's communication carriers as set forth in its summary of services referenced herein; and

BE IT FURTHER RESOLVED, that the Consultant will provide its services to the Municipality at no cost to the Municipality for the term of January 5, 2023, through December 31, 2023; and

BE IT FURTHER RESOLVED, that all services rendered to the Municipality will be paid by the communications / utility carrier; and

BE IT FURTHER RESOLVED that the Mayor and Council of the Borough of Allendale hereby authorizes Mayor Amy Wilczynski to enter into a contract with Hoplite Communications in accordance with the terms of this resolution herein; and

BE IT FURTHER RESOLVED, that this resolution to appoint Consultant is made without competitive bidding in accordance with the Local Public Contracts Law, specifically N.J.S.A. 40A:11-6.1, because the value of the goods or services does not exceed the bidding threshold; and

BE IT FURTHER RESOLVED, that the Municipal Clerk be and she is hereby authorized and directed to forward a copy of this resolution to Peter J. Lupo, Esq. of Hoplite Communications LLC, upon its passage; and

BE IT FURTHER RESOLVED, that this resolution is available for public inspection in the Allendale Borough clerk's office.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-38

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

**APPOINTMENT OF CONTINUING DISCLOSURE AGENT
AND INDEPENDENT REGISTERED MUNICIPAL ADVISOR**

WHEREAS, the Borough of Allendale is in need of a Continuing Disclosure Agent and Independent Registered Municipal Advisor; and

WHEREAS, Phoenix Advisors, LLC satisfactorily performed these services in 2022; and

WHEREAS, Phoenix Advisors, LLC has submitted a proposal for services in 2023;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Phoenix Advisors, LLC is hereby appointed as the Continuing Disclosure Agent and Independent Registered Municipal Advisor for the Borough of Allendale for the year 2023;

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.


Linda Louise Cervino, RMC
Municipal Clerk



AGREEMENT
for
MUNICIPAL ADVISOR AND CONTINUING DISCLOSURE SERVICES

THIS AGREEMENT (the "Agreement"), made and entered into on January 01, 2023, by and between Allendale Borough, 500 W. Crescent Avenue, Allendale, NJ 07401-1799 (the "Client"), and Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, New Jersey 08505 ("Phoenix Advisors"),

WITNESSETH:

WHEREAS Phoenix Advisors has expertise across a variety of disciplines, including but not limited to municipal advisor services, continuing disclosure, rating agency surveillance, project finance, debt management and financial consulting, and being duly registered as a Municipal Advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), is qualified to perform such professional services;

WHEREAS the Client desires to engage Phoenix Advisors to perform the professional services set forth herein; and

WHEREAS the parties desire to set forth herein the terms and conditions under which Phoenix Advisors will provide such services to the Client;

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

General. Phoenix Advisors will perform the professional services set forth herein.

Term. This Agreement shall have a term of one (1) year from the effective date noted above. This Agreement is subject to annual renewal and may be terminated by either the Client or Phoenix Advisors upon thirty (30) days prior written notice.

General Compensation. The client agrees to the compensation schedule set forth herein. There shall be no additional charge for out-of-pocket expenses incurred by Phoenix Advisors unless specifically agreed. Should any modification of fees become appropriate, the client shall receive written notification. In the event of termination of the agreement, Phoenix Advisors reserves the right to receive payment of its fee, calculated on a pro rata basis, for all services rendered under this Agreement up to and including the date of termination.

Professional Qualifications. Under SEC and MSRB regulations, municipal advisor professionals owe a fiduciary duty to the Client. Any person that provides advice to municipal entities concerning the issuance of municipal securities must be registered with the SEC and the MSRB. Any Phoenix Advisors professional providing advice to our clients must hold a Series 50



Municipal Advisor Representative license. Phoenix Advisors professionals who supervise the provision of municipal securities advice must hold a Series 54 Municipal Advisor Principal license. All Phoenix Advisors municipal advisor professionals hold the appropriate licenses. All licensees are subject to continuing education protocols.

Neither Phoenix Advisors nor any individual representing Phoenix Advisors possesses any authority concerning any decision of the Client or any official of the Client beyond the rendition of information or advice. Phoenix Advisors does not provide legal or accounting advice. None of the services contemplated in this Agreement shall be construed as legal advice or a substitute for legal services. The Client hereby acknowledges its responsibilities concerning federal securities laws and represents its intention to comply in all respects with federal securities laws. Phoenix Advisors and the Client agree, at their own expense, to operate in full compliance with all governmental laws, regulations, and requirements applicable to the duties conducted hereunder. Phoenix Advisors and the Client will obtain and maintain in force, at its own expense, all licenses, permits, and approvals required for its performance under this Agreement and will obtain all required authorizations and approvals prior to commencement of the services.

Disclosure of Conflicts of Interest. The MSRB requires Phoenix Advisors to provide written disclosure to the Client about material conflicts of interest. Disclosures required by the MSRB are set forth herein.

Indemnification and Release. The Client agrees, to the full extent permitted by law, to indemnify and hold harmless Phoenix Advisors, its officers, directors, shareholders, members, employees and agents ("Phoenix Indemnitees") against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Agreement or the performance by any of the Phoenix Indemnitees of the services under this Agreement, excepting only those damages, liabilities or costs attributable to a material breach of any of the representations of Phoenix Advisors in this Agreement. In consideration of the substantial risks to Phoenix Advisors in rendering professional services in connection with this Agreement, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against Phoenix Indemnitees, which may arise out of or in connection with this Agreement or the performance by any of the parties above named of the services under this Agreement.

Entire Agreement. The Agreement and all exhibits thereto constitute the entire agreement of the parties hereto and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter, and this Agreement, including all exhibits thereto, prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communication between the parties during the term of this Agreement, including all exhibits thereto, unless such additional terms are consented to by both parties in writing.

Severability and Survival. If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect. The covenants set forth above shall



survive and shall continue to be binding notwithstanding the termination of this Agreement for any reason whatsoever.

Applicable Law. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, The Client and Phoenix Advisors have caused this Agreement to be duly executed by their authorized representatives, as of the effective date noted above.

ALLENDALE BOROUGH

By: M. Alissa Mayer
Authorized Signatory

PHOENIX ADVISORS, LLC

By: David B. Thompson
David B. Thompson, Chief Executive Officer



EXHIBIT I - SCOPE OF SERVICES

CONTINUING DISCLOSURE

Phoenix Advisors has offered comprehensive continuing disclosure services since 2014. Beginning in 2023, this vital post-issuance service extends to include **Debt Caddie**, our debt service payment reminder platform. Under SEC Rule 15c2-12 (the "Rule"), issuers of municipal debt must regularly make secondary market disclosure of financial information and other disclosable events, as described in the continuing disclosure undertakings in the Official Statements that accompany their debt issues. With the cooperation of the client, Phoenix Advisors compiles the required information, files it in a timely fashion and provides confirmation of the filing for client records to demonstrate compliance with the Rule.

- **Codify Issues That Are Subject to Continuing Disclosure**
 - Obtain and examine the Client's Official Statements relating to its outstanding bond issues to research the requirements found in the prior undertakings.
 - Review the Client's financial statements for information concerning debt and lease obligations and other relevant obligations.
 - Discuss with the Client its filing and/or reporting obligations.

- **Disclosure Obligation & Debt Service Schedule Setup**
 - Capture critical data concerning continuing disclosure requirements and filings, along with principal and interest debt service payments for our proprietary database.
 - Apply database functions to each outstanding financial obligation with filing requirements.
 - Provide initial report to the Client to review and confirm for accuracy.
 - On an ongoing basis, enter into our database new financial obligations of which the Client has made us aware.

- **Monitor, React and Meet Filing Deadlines**
 - Actively monitor the Client's unique deadlines to ensure timely filing of required documents.
 - When possible, gather required documents from public sources, e.g., state and local websites.
 - Provide database-generated messages to give the Client sufficient advance notice of approaching filing deadlines.
 - Contact the Client by phone or email to pursue missing documents.

- **File Financial and Operating Data**
 - File Operating Data in addition to filing Audited Financial information.



- Work with the Client to assure that Operating Data reports, as filed, meet the requirements of the Client's prior undertakings.
- If necessary, prepare the required Operating Data document to be filed in accordance with the Client's prior undertakings.
- **Confirm Filings to Client Promptly**
 - Forward to the client MSRB submission confirmations for disclosure filings made on EMMA.
 - Record and maintain EMMA filings in our proprietary database.
- **File Documents Uniformly, Accurately and Promptly**
 - Use consistent naming conventions and descriptive titles on EMMA filings to create a uniform and logical chronology.
 - Associate filings with appropriate CUSIP numbers on EMMA.
 - File documents on EMMA within forty-eight (48) hours of receipt.
 - In concert with the Client, identify relevant documents not required to be filed under the Client's prior undertakings and file them as voluntary submissions on EMMA. These may include budgets, debt statements, unaudited financial statements and bank loans.
- **Disclosure Events and Timely Filing of Notices**
 - Proactively monitor rating agency news and web sites for rating changes that affect the Client and file appropriate disclosure event notices on EMMA.
 - Proactively monitor rating changes affecting bond insurers or credit enhancement programs, e.g., state school bond enhancement programs, to determine which, if any, of the Client's bonds are affected and file appropriate disclosure event notices.
 - File event notices for the various disclosure events identified by the Rule on the Client's relevant financial obligations that are impacted.
- **Provide a Comprehensive Filing Report Each Year**
 - Annually prepare a continuing disclosure summary report containing each issue for which there is a continuing disclosure obligation, each required filing made and each disclosure event notice filed on the Client's behalf during the reporting year.
 - Include in the summary report a (5) year history of the Client's filings.
 - Prior to the publication of an offering document relating to municipal securities, the Continuing Disclosure Agent, if made aware of such offering, will prepare an interim report for the Client to review for completeness and accuracy.
 - The interim report will provide the basis for certain disclosures made in the offering document. The Continuing Disclosure Agent, bond counsel and other interested parties are entitled to rely upon the interim report.



- **Debt Caddie – Debt Service Payment Reminders**
 - Debt service payments must be on time, in the correct amounts, and with the correct references, in order to avoid clean up administration and reporting that can unnecessarily alarm investors.
 - Three weeks (15 business days) prior to each scheduled debt-service payment date, Debt Caddie provides the Client with a detailed payment reminder with itemized principal and interest amounts due (per issue and in the aggregate, if applicable), for cross-checking against your own records and the payee's.
 - The Client will receive a separate reminder for each scheduled payment date throughout the [calendar/contract/fiscal] year.
 - For book-entry payments to the Depository Trust Company ("DTC"), Phoenix Advisors acts as an interface to facilitate the timely allocation and processing of funds through the complexities of DTC's rigid systems.

Client Responsibilities

- The occurrence of a disclosure event may not be apparent to the Continuing Disclosure Agent. It is ultimately the Client's responsibility to notify the Continuing Disclosure Agent of any reportable event.
- Clients are always notified by the rating agencies when their ratings are adjusted. It is incumbent upon the Client to notify the Continuing Disclosure Agent when the Client is so notified by the rating agencies or other entities.
- It is the responsibility of the Client to review submission confirmations for accuracy and completeness and retain copies of submission confirmations in its files.
- The Client must review the annual continuing disclosure summary report and relay to the Continuing Disclosure Agent within ten (10) calendar days any error, discrepancy, omission or concern relating to the accuracy or completeness of the report. It is agreed hereby that after ten (10) calendar days, and absent notice from the Client, the report is accepted by the Client as accurate and complete.
- If this process requires collaboration with any of the Client's other retained professionals, any fees of those professionals are solely the responsibility of the Client.
- It is essential that the Client notify Phoenix Advisors within ten (10) calendar days of the occurrence of any disclosure event requiring the filing of an event notice under the Rule or the Client's prior undertakings.



The disclosure events requiring such notification include:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;
- vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- vii. Modifications to rights of security holders, if material;
- viii. Bond calls, if material, and tender offers;
- ix. Defeasances;
- x. Release, substitution, or sale of property securing repayment of the securities, if material;
- xi. Rating changes;
- xii. Bankruptcy, insolvency, receivership or similar event of the obligated person;
- xiii. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- xv. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- xvi. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.



EXHIBIT II - COMPENSATION

Phoenix Advisors has a fiduciary duty to put your interests first in all matters relating to our engagement. There is no separate fee or obligation related to the appointment of Phoenix Advisors as your Municipal Advisor and Continuing Disclosure Agent, other than the fees for Continuing Disclosure Services noted below. As your Municipal Advisor and Continuing Disclosure Agent, we remain available to answer general questions concerning outstanding debt issues, market conditions, or to prepare preliminary project analyses or review financing proposals, as requested.

1. FEES FOR CONTINUING DISCLOSURE SERVICES:

- ❖ \$1,600 base fee (for up to three (3) outstanding issues), plus \$100 for each additional outstanding obligation, if filings are required.
- ❖ \$450 per issue set-up charge, discounted to \$200 if Phoenix Advisors serves as Municipal Advisor on the transaction.
- ❖ \$250 for each Event filing we make under the SEC's Event Disclosure Rule. Phoenix Advisors will waive this fee if engaged as Municipal Advisor on a transaction that involves such Event filing.
- ❖ \$250 for each Notice of Redemption made in connection with an outstanding term bond maturity.
- ❖ All fees are accumulated and invoiced toward the end of the relevant year.

If you request municipal advisor services for a specific engagement, such as the issuance of bonds or notes, redevelopment advisory or rating agency surveillance, as more fully described herein, you will receive a separate engagement letter. Non-hourly compensation is **all-inclusive** – we do **not** charge for out-of-pocket expenses, fees for travel time or attendance at meetings without prior notification. Costs associated with debt issuance are customarily included in the bond ordinance authorization and would likely not be part of your current budget expenses. The details of compensation and municipal advisor services provided will be clearly delineated in the engagement letter.



EXHIBIT III - MSRB REQUIRED DISCLOSURES

Phoenix Advisors, LLC is a licensed municipal advisor duly registered with the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). The MSRB requires municipal advisors to provide their clients with certain disclosures relating to actual or potential material conflicts under Rule G-42.

MSRB Rule G-42 requires that all municipal advisors provide disclosures of legal or disciplinary events material to the integrity of the municipal advisor's management or advisory personnel. There are no legal or disciplinary events concerning Phoenix Advisors, our management, or advisors filed on any Form MA or Form MA-I filed with the SEC. The MSRB's website is www.msrb.org and the link for the Municipal Advisor Client Brochure is www.msrb.org/sites/default/files/MSRB-MA-Clients-Brochure.pdf. SEC forms MA and MA-I are available on the SEC's EDGAR website at: www.sec.gov/edgar/searchedgar/companysearch.

Having exercised reasonable diligence, we are aware of no material conflicts of interest that would preclude us from fulfilling our fiduciary duty on any transaction for which we are engaged. Should we become aware of any material conflict, we would immediately inform the affected parties. Phoenix Advisors makes the following disclosures in connection with our engagement:

General Mitigation of Conflicts. Phoenix Advisors has a fiduciary duty to our clients, which includes a duty of loyalty in performing all municipal advisor services. Accordingly, we are always ethically bound to deal honestly and in the utmost good faith with our clients, placing your interests ahead of ours at all times. We also mitigate potential conflicts by adhering to a high standard of suitability for any service rendered to our clients. Phoenix Advisors mitigates any potential conflict described below through our adherence to this fiduciary duty.

Other Business Lines. Phoenix Advisors offers a variety of services, including but not limited to Municipal Advisor services, fiscal/budgetary consulting, redevelopment advisory, and various post-issuance compliance services such as Continuing Disclosure Agent services. These offerings could lead to the appearance of a conflict through the cross-selling of our services; however, we clearly disclose that there is no contingency requiring a client to accept multiple services.

Other Municipal Advisory Relationships. Phoenix Advisors serves a broad array of other clients, such as school districts, cities and towns, fire districts, counties, and regional authorities that may, from time to time and depending on specific circumstances, have interests that compete with yours. Phoenix Advisors owes a fiduciary duty to any and all clients for whom it performs Municipal Advisory services. No other engagements or relationships would impair our ability to fulfill our regulatory duties to any client.

Third-Party Service Providers. From time to time, third-party service providers or vendors may host informative conferences, seminars and other functions (namely the annual conferences of BAM and AGM, the two major bond insurance providers) that are attended by industry



participants, including Phoenix Advisors. We typically solicit competitive quotes for third-party services with or without attending any functions sponsored by vendors.

Non-Exclusive Relationship. Phoenix Advisors may represent, perform services for, and contract with as many additional clients, persons, or companies as we, in our sole discretion, see fit, provided those services do not pose a conflict of interest with the services we perform for our clients.

Ongoing Disclosure. All municipal advisors are required to provide to each client written documentation of their municipal advisor relationship. You have received a written agreement and/or engagement letter, that includes a scope of services, compensation information and disclosure of potential conflicts of interest, if any. We review each engagement to identify, mitigate or eliminate potential conflicts of interest.

Compensation-Based Potential Conflicts. MSRB Rule G-42 requires that all municipal advisors provide this information regarding the potential for conflicts arising from certain types of pricing.

Fixed Plus Variable Fee Contingent Upon Closing. Compensation includes both a fixed fee component and variable fee component, and the payment of such fees shall be contingent upon the delivery of the issue. This form of compensation may present a potential conflict of interest because, in certain circumstances, it could result in the recommendation of less time-consuming alternatives, failure to perform a thorough analysis of alternatives or a larger than necessary par amount.

Variable Fee Contingent Upon Closing. Compensation is based on the size of the issue and the payment of such fees shall be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive to recommend a financing that is unnecessary, disadvantageous, or includes a larger than necessary par amount.

Fixed Fee Contingent Upon Closing. Compensation is a fixed amount and the payment of such fees shall be contingent upon the delivery of the issue. The amount is usually based upon, among other things, the expected duration and complexity of the transaction and the scope of services to be performed. This form of compensation may present a potential conflict of interest because the transaction could require more work than originally contemplated, which could result in the recommendation of less time-consuming alternatives or failure to perform a thorough analysis of alternatives.

Hourly. Compensation is based on the hourly fees of our personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation may present a potential conflict of interest because, absent an agreed upon maximum fee, there may not be a financial incentive to recommend alternatives that would result in fewer hours worked.

**If you have any questions about your relationship with Phoenix Advisors,
Call your Municipal Advisor professional at 866-291-8180**



Note: The following overviews are not formal Scopes of Services. For a specific engagement, a more detailed Scope of Services tailored to the actual services requested will be provided.

EXHIBIT IV - OVERVIEW OF ADDITIONAL SERVICES

DEBT ISSUANCE

At Phoenix Advisors, we believe the client deserves a complete understanding of the municipal debt issuance process. We guide you through the marketplace, addressing any questions and concerns at each juncture. There are various types of debt financing available to municipal issuers, including general obligation bonds, revenue bonds, notes, leases, bank loans, ESIPs, and NJIB loans, to name a few. Our primary objectives are to develop a strategic plan that fits your needs, to coordinate the financing process, to take an active, constructive role on your behalf in the execution of the transaction, and to provide post-issuance analysis and administration. As Municipal Advisor for an issuance of debt, we perform the following:

1. Develop a strategic plan that fits your needs.
 - Design a sound plan of finance that considers your existing financial strengths and growth patterns to ensure the success of the current and future transactions.
 - Assess the cost-benefit of available financing options, structures & concepts.
 - Recommend appropriate structure, terms, credit enhancements and timing-to-market.
 - Prepare clear and concise public presentations to State oversight boards, governing bodies, rating agencies or bond insurers.
2. Coordinate the financing process.
 - Establish a timeline identifying key events, dates, and responsibilities.
 - Manage communication and workflow transparently among the working group.
 - Contribute to preparation of the Official Statement and other required offering documents consistent with market standards and satisfactory to interested parties.
 - Develop rating agency strategy, researching and preparing a comprehensive rating presentation to obtain the best possible result. (See Rating Agency Expertise below)
 - Prepare specifications, solicit and evaluate bids, and recommend the most cost-effective, qualified providers of third-party services, if necessary.
3. Execute the transaction.
 - Utilize real-time market statistics and reference points to evaluate the market environment and determine suitable timing, terms, and structure.



- Coordinate public bid solicitation for competitive sales and manage the underwriter selection process for negotiated sales.
 - Conduct investor outreach to educate investors and underwriters about your offering.
 - Participate actively in the sale of your debt, provide live translation of events during competitive bid submissions, and dialogue strategically with underwriters if negotiated.
4. Administration, post-issuance analysis and reporting.
- Administer efficient closing – flow of funds, closing documents, debt service schedules.
 - Provide options for investment of bond proceeds, if necessary.
 - Produce summary report(s) and follow-up analysis.
 - Monitor outstanding debt and market conditions for refunding opportunities.
 - Assist with secondary market reporting requirements, if engaged. (See Continuing Disclosure below)

DEBT MANAGEMENT, BUDGET/FISCAL CONSULTING & CAPITAL PLANNING

Our professionals have extensive experience in debt management, budget/fiscal consulting, and capital planning. Services in this area will be tailored to your specific needs, which may include any of the following specialized tasks and services:

- Analyze existing and future obligations in the context of debt capacity, debt per capita, and amortization, including mitigation options such as restructuring and refinancing.
- Provide analytical services for financial planning efforts and assist with long-range capital budget, financing strategy and debt service projections.
- Review third-party solicitations with respect to debt refinancing, financial products, or RFP responses, and assess their viability.
- Review budget operations, including revenue shortfalls or expenditure overflows based on changes in the tax levy, other revenues, state aid, debt service and other expenditures, and quantify impacts on the taxpayers, ratepayers, and other stakeholders.
- Evaluate the financial condition, future viability, and potential sale valuation of municipal assets (utilities, etc.).
- Develop a customized debt management and/or fund balance policy.

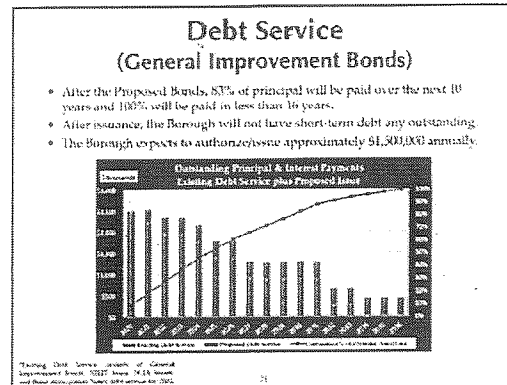
RATING AGENCY EXPERTISE

A proactive, strategic approach to interaction with rating agencies is essential to achieving a successful outcome since a strong underlying credit rating is critical to achieving the best possible financing. With this goal, Phoenix Advisors takes the lead in the rating process by recommending the appropriate rating agency (or agencies) and helps you interact with them more effectively.

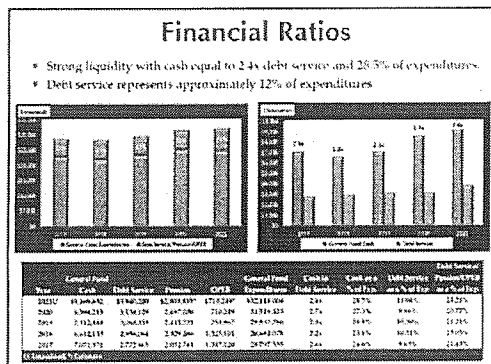


Each agency uses its own proprietary evaluation methodology, which our professionals have studied and are intimately familiar with. A municipal credit rating is generally comprised of four parts:

- i. economic data and taxpayer / ratepayer base
- ii. financial performance, liquidity, and reserves
- iii. debt and liabilities
- iv. management and policies



We prepare a comprehensive presentation tailored to your unique characteristics and circumstances, emphasizing the areas on which the rating agencies are expected to focus during their review. We understand the economic, demographic and financial ratios that impact your credit rating and will help you put your best foot forward by highlighting your strengths. From local wealth/income metrics to fund balance ratios, our presentation will serve as a guide for the discussion to ensure we touch upon all the key areas.



Our professionals take the lead in discussions but give you ample opportunity to elaborate on each topic. We request a list of questions from the credit analyst in advance to avoid surprises. In addition to emphasizing your strengths, it is important to address proactively what could be perceived as limitations, giving you the ability to structure the discussion. We will work with you and the credit analyst to provide any information requiring follow-up after the presentation.

A stronger credit rating attracts broader appeal in the capital markets, which leads to more cost-effective financings. Whether for a new issue or a periodic surveillance review, Phoenix Advisors helps you to interact with the rating agencies more effectively.



REDEVELOPMENT ADVISORY

Phoenix Advisors provides expert financial advice at each stage of a Redevelopment project from conception through completion to administration. Projects typically involve public-private partnerships that employ various tax abatement strategies to encourage investment, such as payments in lieu of tax (PILOTs). As Redevelopment Advisor, we perform the following:

- Review developer proposals to confirm assumptions (rents, expenses, construction costs, financing terms) are consistent with market conditions.
- Model cash flows independently to assess feasibility and the need for tax abatement.
- Compare proposed PILOT revenue projections to current and traditional taxes.
- Estimate the impact on municipal and school costs.
- Negotiate PILOT terms with the developer and review the Financial Agreement.
- Prepare presentations to the administration, governing body, and the public, as required.
- Assist with the implementation of the PILOT, including:
 - Monitor the developer's compliance with the terms of the Financial Agreement.
 - Calculate and invoice PILOT payments based on actual, audited financials.

ENERGY SAVINGS IMPROVEMENT PROGRAMS

Phoenix Advisors has been the leader in providing municipal advisory services on ESIP financings. Since the new ESIP law was enacted in 2009, Phoenix Advisors and its professionals have served as municipal advisor on more ESIP financings than any other New Jersey municipal advisory firm.

- Provide advice regarding renewable energy and energy efficient projects through either a lease purchase or bond financing through the Energy Savings Improvement Program.
- Evaluate competitive bids for Energy Savings Company ("ESCO") services and/or professional engineering/energy approach towards execution of ESIP.
- Provide input as to the value of ESCO guarantees and their costs.
- Advise as to costs/benefits of lease purchase financing versus refunding bond financing (competitive, negotiated, private placement methods) given existing legal constraints, market conditions and credit factors.
- Review and analyze the proposed project, projected energy savings, optimal repayment schedule and project timing, and advise in final structuring decisions to ensure annual debt service levels meet preferred debt service coverage ratios and do not exceed projected energy savings and incentives.



- Assist with the procurement of financing by soliciting proposals from lessors or investment banking firms, and the preparation or review of the various financing documents prepared in connection with the ESIP.
- Coordinate the application to the Local Finance Board and meet with the Division of Local Government Services and Board of Public Utilities staff, as needed.

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

DATE: 01/05/2023

RESOLUTION# 23-39

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

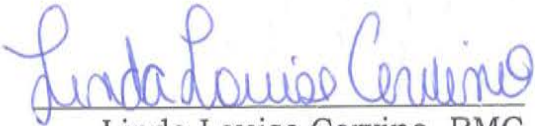
Carried Defeated Tabled

Approved on Consent Agenda

APPOINTMENT OF DEPUTY EMERGENCY MANAGEMENT COORDINATORS

BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Mike Limatola and Terrence Lawler shall serve as Deputy Emergency Management Coordinators for a one-year term through December 31, 2023.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-40

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

APPOINTMENT OF WATER COLLECTOR

WHEREAS, the Borough of Allendale is in need of the services of a Water Collector.

NOW, THEREFORE, BE IT RESOLVED that M. Alissa Mayer is hereby appointed to the aforementioned position to be effective January 1, 2023 for a term to expire December 31, 2023.

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.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-41

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda


APPOINTMENT OF DIRECTOR OF OPERATIONS

WHEREAS, there is a need to appoint a Director of Operations for the Borough of Allendale.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it does hereby appoint Ron Kistner as Director of Operations.

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.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-42

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

**APPOINTMENT OF CREW CHIEFS
FOR THE DEPARTMENT OF PUBLIC WORKS**

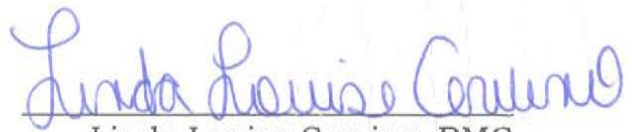
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that the following appointments and corresponding salaries be made:

Dan Richards	Crew Chief	\$12,500.00 annually
Richard McDowell	Crew Chief	\$ 6,000.00 annually
John Pasquino	Crew Chief	\$ 3,000.00 annually

BE IT FURTHER RESOLVED that the foregoing appointment and accompanying compensation be made effective as of January 1, 2023, and expire on December 31, 2023.

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.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-43

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

APPOINTMENT OF COURT OFFICIALS

WHEREAS, the Borough of Allendale requires the professional services of a Prosecutor, Alternate Prosecutor, Public Defender and Alternate Public Defender for the calendar year 2023; and,

WHEREAS, it is anticipated that the expenditure for each of such professional services will not exceed the sum of \$17,500 in said calendar year and therefore, the "Pay to Play" Statute and Regulations do not apply to these appointments; and,

WHEREAS, the Chief Financial Officer in accordance with the Local Public Contracts Law has duly certified that adequate funds have been or will be appropriated in the 2023 temporary or permanent budget for fees reasonably required by each of such professionals in the appropriate line items in said budget(s).

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Allendale that the following appointments are hereby made:

Municipal Prosecutor: Richard Rosa, Esq., for a term of one year commencing January 1, 2023 until December 31, 2023 and until a successor is appointed and qualified pursuant to N.J.S.A. 2B:25-4a;

Alternate Prosecutor: _____, Esq., for a term of one year commencing January 1, 2023 until December 31, 2023;

Public Defender: Robert Metzdorf, Esq., for a term of one year commencing January 1, 2023 until December 31, 2023 and until a successor is appointed and qualified pursuant to N.J.S.A. 2B:24-4a;

Alternate Public Defender: Louis DeAngelis, Esq., for a term of one year commencing January 1, 2023 until December 31, 2023;

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

DATE: 01/05/2023

RESOLUTION# 23-43

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are authorized to execute contracts with each of the said professionals and to take all of the steps necessary to carry this resolution into effect; and,

BE IT FURTHER RESOLVED that the foregoing appointments are made without competitive bidding under the provisions of the Local Public Contracts Law 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.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-44

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

**APPOINTMENT OF THE BOROUGH'S
EMERGENCY TELEPHONE SYSTEM COORDINATOR**

WHEREAS, the Borough of Allendale is required pursuant to State law and the regulations of the State Department of Treasury to appoint a coordinator for the Borough's emergency telephone 9-1-1 System; and

WHEREAS, the municipal coordinator of the 9-1-1 System is responsible for maintaining a plan for enhanced emergency services throughout the Borough and for developing such revisions to the plan as may be necessary for review by the Mayor and Council of the Borough; and

WHEREAS, the Borough is empowered by law to appoint and employ professionals, technical advisors and experts as the Borough may determine to be necessary for its efficient operation; and

WHEREAS, the Borough has received a written recommendation from Michael T. Dillon, Chief of Police of the Allendale Police Department, requesting the appointment of Police Officer Daniel Rosendahl as the municipal coordinator of the 9-1-1 System; and

WHEREAS, the Mayor and Council of the Borough are desirous of appointing Police Officer Daniel Rosendahl to serve as municipal coordinator for the 9-1-1 System in accordance with the requirements and procedures mandated under N.J.S.A. 52: 17C-1 et seq., and N.J.A.C. 17:24-5.1 et seq.,

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

1. That Police Officer Daniel Rosendahl of the Allendale Police Department is hereby appointed to serve as the municipal coordinator for the Borough's 9-1-1 System.

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

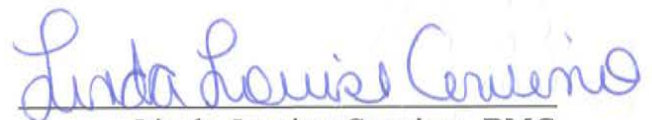
DATE: 01/05/2023

RESOLUTION# 23-44

2. That Police Officer Daniel Rosendahl shall perform all such duties and carry out all of the responsibilities as set forth in the existing plan for enhanced emergency services throughout the Borough and in accordance with the requirements and procedures mandated under N.J.S.A. 52: 17C-1 et seq, and N.J.A.C. 17:24-5.1 et seq.,

3. That no further action of the Borough shall be required.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-45

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

APPROVAL OF 2023 TEMPORARY BUDGET

WHEREAS, 40A:4-19 Local Budget Act provides that (where any contracts, commitments or payments are to be made prior to the final adoption of the 2023 budget) temporary appropriations be made for the purposes and amounts required in the manner and time therein provided; and,

WHEREAS, the date of this resolution is within the first thirty days of 2023; and,

WHEREAS, the total appropriations in the 2022 Budget, less appropriations made for capital improvement fund, debt service and relief of the poor (public assistance) are as follows:

General	\$13,802,679
Water Utility	\$ 1,661,793

WHEREAS, 26.25 percent of the total appropriations in the 2022 Budget, less appropriations for capital improvement fund, debt service and relief of the poor (public assistance) in the said 2022 Budget is as follows:

General	\$ 3,623,203
Water Utility	\$ 436,221

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Allendale, County of Bergen, that the following temporary appropriations be made and that a certified copy of this resolution be transmitted to the Chief Financial Officer for her records.

(See copy attached)

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-45

ADMINISTRATION	-
SALARIES & WAGES, ADMINISTRATION	15,000
OTHER EXPENSES - ADMINISTRATION	18,000
MAYOR & COUNCIL	-
OTHER EXPENSES - MAYOR & COUNCIL	2,000
MUNICIPAL CLERK	-
SALARIES & WAGES - MUNICIPAL CLERK	46,000
OTHER EXPENSES - MUNICIPAL CLERK	14,000
FINANCE	-
SALARIES & WAGES - FINANCE	42,000
OTHER EXPENSES - FINANCE	9,500
TAX COLLECTION	-
SALARIES & WAGES - TAX COLLECTION	17,340
OTHER EXPENSES - TAX COLLECTION	4,500
TAX ASSESSMENT	-
SALARIES & WAGES - TAX ASSESSMENT	12,800
OTHER EXPENSES - TAX ASSESSMENT	30,000
LEGAL SERVICES	-
OTHER EXPENSES - LEGAL	25,000
ENGINEERING	-
OTHER EXPENSES - ENGINEERING	13,000

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

DATE: 01/05/2023

RESOLUTION# 23-45

PLANNING AND ZONING BOARD	-
SALARIES & WAGES, PLANNING & ZONING	12,000
OTHER EXPENSES, PLANNING & ZONING	2,000
CONSTRUCTION CODE/BUILDING DEPT.	-
SALARIES & WAGES, CONSTRUCTION CODE/BLDG	25,000
OTHER EXPENSES, CONSTRUCTION CODE/BLDG.	7,800
ELECTRICAL INSPECTOR	-
SALARIES & WAGES, ELECTRICAL INSPECTOR	3,750
PLUMBING SUBCODE	-
SALARY & WAGE - PLUMBING SUBCODE	3,400
PROPERTY MAINTENANCE INSPECTOR	-
SALARY & WAGE - PROPERTY MAINTENANCE	7,000
FIRE SUBCODE	-
SALARY & WAGE, FIRE SUBCODE	3,200
INSURANCE - OTHER	-
OTHER EXPENSES - INSURANCE - OTHER	55,000
WORKERS' COMPENSATION	45,000
GROUP INSURANCE	-
OTHER EXPENSES - GROUP INSURANCE	250,000
POLICE	-
SALARY & WAGE - POLICE	631,544
OTHER EXPENSES - POLICE	25,000

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

DATE: 01/05/2023

RESOLUTION# 23-45

EMERGENCY MGMT SERVICES	-
SALARY & WAGE - EMERGENCY MGMT SVCS	950
OTHER EXPENSES - EMERGENCY MANAGEMENT	290
FIRE	-
OTHER EXPENSES - FIRE	10,000
FIRE OFFICIAL	-
SALARY & WAGE - FIRE OFFICIAL	5,000
OTHER EXPENSES - FIRE OFFICIAL	2,000
RADIO EQUIPMENT MAINTENANCE	-
OTHER EXPENSES - RADIO EQUIPMENT	1,200
MUNICIPAL PROSECUTOR	-
SALARY & WAGE - MUNICIPAL PROSECUTOR	1,500
STREETS & ROADS	-
SALARY & WAGE - STREETS & ROADS	215,000
OTHER EXPENSES - STREETS & ROADS	15,000
SNOW REMOVAL	-
OTHER EXPENSES - SNOW REMOVAL	75,000
SHADE TREE	-
OTHER EXPENSES - SHADE TREE	2,900
GARBAGE & TRASH REMOVAL	-
OTHER EXPENSES - GARBAGE & TRASH REMOVAL	80,000

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

DATE: 01/05/2023

RESOLUTION# 23-45

MUNICIPAL RECYCLING	-
SALARY & WAGE - MUNICIPAL RECYCLING	500
OTHER EXPENSES - MUNICIPAL RECYCLING	32,000
BUILDINGS & GROUNDS	-
OTHER EXPENSES - BUILDINGS & GROUNDS	40,000
BOARD OF HEALTH	-
OTHER EXPENSES - BOARD OF HEALTH	1,000
ANIMAL CONTROL	-
OTHER EXPENSES - ANIMAL CONTROL	1,500
PARKS	-
OTHER EXPENSES - PARKS	4,000
CRESTWOOD	-
OTHER EXPENSES - CRESTWOOD	5,000
ELECTRICITY	-
OTHER EXPENSES - ELECTRICITY	14,000
STREET LIGHTING	20,000
TELEPHONES	-
OTHER EXPENSES - TELEPHONES	15,000
GAS (NATURAL)	-
OTHER EXPENSES - GAS (NATURAL)	20,000
GASOLINE	-
OTHER EXPENSES - GASOLINE	20,000

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

DATE: 01/05/2023

RESOLUTION# 23-45

PUBLIC EMPL RETIREMENT SYSTEM	240,793
SOCIAL SECURITY	86,000
POL & FIRE RETIREMENT SYSTEM	774,536
DCRP	1,500
PUBLIC DEFENDER	-
SALARY & WAGE - PUBLIC DEFENDER	200
<hr/>	
<i>SUB-TOTAL APPROPRIATIONS WITHIN "CAPS"</i>	3,004,703
 <u>OPERATIONS OUTSIDE "CAPS"</u>	
N W BERGEN SEWER AUTHORITY	-
OTHER EXPENSES - NW BERGEN SEWER	464,200
LIBRARY	-
OTHER EXPENSES - LIBRARY	150,000
INTERLOCAL WALDWICK WELL BABY	-
OTHER EXPENSE - WALDWICK WELL BABY	-
MUNICIPAL COURT	-
SALARY & WAGE - MUNICIPAL COURT	4,000
OTHER EXPENSES - MUNICIPAL COURT	300
<hr/>	
<i>SUB-TOTAL APPROPRIATIONS OUTSIDE "CAPS"</i>	618,500
<hr/>	
<i>TOTAL APPROPRIATIONS</i>	3,623,203
 <u>APPROPRIATIONS EXCLUDED FROM TEMPORARY BUDGET</u>	
CAPITAL IMPROVEMENT FUND	45,000

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

DATE: 01/05/2023

RESOLUTION# 23-45

PAYMENT OF NOTE PRINCIPAL	4,675,478
PAYMENT OF NOTE INTEREST	69,431
PAYMENT OF BOND PRINCIPAL	100,000
PAYMENT OF BOND INTEREST	5,166
<hr/>	
TOTAL APPROPRIATIONS EXCLUDED FROM TEMP BUDGET	4,895,075

BOROUGH OF ALLENDALE WATER UTILITY

2023 TEMPORARY BUDGET

Salaries & Wages	1,500.00
Other Expenses	50,000.00
Social Security	100.00
<hr/>	
Total Appropriations	51,600.00

Debt Service

Principal on Notes	268,806.00
Interest on Notes	3,991.76
Principal on Bonds	125,000.00
Interest on Bonds	15,467.38
<hr/>	
Total Debt Service	413,265.14

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

DATE: 01/05/2023

RESOLUTION# 23-46

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

**AUTHORIZATION TO PARTICIPATE IN BERGEN COUNTY LAW
ENFORCEMENT MUTUAL AID & RAPID DEPLOYMENT FORCE**

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

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

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

WHEREAS, this Plan is adopted in accordance with the provisions of N.J.S.A. 40A:14-156, N.J.S.A. 40A:14-156.1, N.J.S.A. 40A:14-156.4 and N.J.S.A. App. A:9-40.6, and

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

WHEREAS, it is also recognized that the Allendale Chief of Police, in accordance with the provisions of N.J.S.A. 40A:14-118 and under the authority of the Bergen County Prosecutor, has the authority to assign officers to a Task Force, Rapid Deployment Team, or Regional SWAT Team operated in conjunction with the Bergen County Prosecutor's Office, and

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

DATE: 01/05/2023

RESOLUTION# 23-46

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that the police Department of the Borough of Allendale under the direction of the Chief of Police, cooperate with the Bergen County Police Chief's Association to create an Interlocal Services Agreement with all municipalities in the County of Bergen in order to put into place the Mutual Aid Plan and Rapid Deployment Force, and

BE IT FURTHER RESOLVED that a copy of the Resolution be forwarded to the County Executive, the Board of Chosen Freeholders, the County Prosecutor, and all municipalities in the County of Bergen.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

To: Lisa Caporale; 'Joy Convertini'; 'Stovall, Omar'; swehmann@alpinenj.org; boroclerk@bergenfield.com; clerk@bogotaonline.org; oem@carlstadtnj.us; szoklu@cliffsideparknj.gov; agray@closternj.us; fmaragliano@cresskillboro.org; susandemboro@aol.com; jsiek@dumontboro.org; dmicci@eastrutherfordnj.net; aoconnor@edgewaterjnj.org; edelaney@elmwoodparknj.us; clerk@emersonnj.org; ywazirmas@cityofenglewood.org; Borough@englewoodcliffsjnj.org; lborchers@englewoodcliffsjnj.org; NMagarelli@fairlawn.org; cgoddel@fairlawn.org; dtesta@fairviewborough.com; e-rosario@fortleenj.org; grulli@franklinlakes.org; edelaney@garfieldnj.org; jscalia@glenrocknj.net; dkarlsson@hackensack.org; clerk@harringtonparknj.gov; lvarga@hasbrouck-heightsnj.org; fay@haworthnj.org; dkohan@hillsdalenj.org; clerk@ho-ho-kusboro.com; mtineo@leonianj.gov; b-maldonado@littleferrynj.org; cdamico@lodi-nj.org; angelaw@lyndhurstnj.org; kcovello@mahwahtwp.org; bdispoto@maywoodboro.org; wmartin@midlandparknj.org; miarossi@montvaleboro.org; ssanyal@moonachie.us; cdemiris@newmilfordboro.com; kmoore@northarlington.org; boroughclerk@boroughofnorthvale.com; jpadovano@norwoodboro.org; boroclerk@oakland-nj.org; llyons@oradell.org; 'Gina Kim'; akrusznis@paramusborough.org; mgiandomenico@parkridgeboro.com; mbendian@ramseynj.com; lsilvestri@ridgefieldboro.com; togrady@ridgefieldpark.org; hmailander@ridgewoodnj.net; clerk@rivervalenj.org; clerk@rockleighnj.org; mscanlon@rutherfordboronj.com; plodico@saddlebrooknj.gov; vnienhouse@saddleriver.org; municipalclerk@southhackensacknj.org; clerk@teanecknj.gov; ginger@teterboronj.org; khalewicz@waldwicknj.org; holmo@wallingtonnj.org; switkowski@twpofwashington.us; khughes@westwoodnj.gov; debbiedakin@wclnj.com; gaffuso@njwoodridge.org; wyckoffclerk@wyckoff-nj.com; jdonch@oldtappan.net

Cc: Mike Dillon; prosecutor@bcpo.net; countyexecutive@co.bergen.nj.us; LRodriguez@co.bergen.nj.us

Subject: RE: Borough of Allendale Resolution 23-46 - 2023 Authorize to Participate in Bergen County Law Enforcement Mutual Aid & Rapid Deployment Force

Attachments: RES 23-46 Authorization to participate in Bergen County Law Enforcement Mutual Aid & Rapid Deployment Force.pdf

Good morning,

Attached please find Resolution, #23-46, which was adopted by the Governing Body of the Borough of Allendale at the Re-organization meeting on Thursday, January 5, 2023.

Have a great day!

Linda Louise Cervino, RMC
Municipal Clerk
Borough of Allendale
201-818-4400 x 216

cc: Mike Dillon, Allendale Police Chief
Bergen County Executive
Bergen County Prosecutor
Board of Chosen Freeholders – Clerk to the Board

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

DATE: 01/05/2023

RESOLUTION# 23-47

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

**APPOINTMENT OF AFFORDABLE HOUSING
REPRESENTATIVE - RON KISTNER**

BE IT RESOLVED by the Mayor and Borough Council of the Borough of Allendale, County of Bergen, State of New Jersey that Ron Kistner be and is hereby appointed the Affordable Housing Representative for the Borough of Allendale.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-48

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

**AUTHORIZATION OF SHARED SERVICE AGREEMENT WITH
NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY FOR NJ
LICENSED SEWER OPERATOR SERVICES**

WHEREAS, the Borough of Allendale seeks to enter into an agreement with the Northwest Bergen County Utilities Authority to provide Licensed Sewer Operator Services for the period January 1, 2023 to December 31, 2023 pursuant to the terms of the Shared Service 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 authorized the Mayor and Municipal Clerk to sign a Shared Service Agreement offered through the Northwest Bergen County Utilities Authority (NBCUA) for sewer operator services effective January 1, 2023 until December 31, 2023.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

Linda Louise Cervino, RMC
Municipal Clerk



**NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY**

30 Wyckoff Avenue
at Authority Drive
P.O. Box 255
Waldwick, NJ 07463

Tel: 201.447.2660
Fax: 201.447.0247
www.nbcua.com

November 14, 2022

Ms. Linda Cervino, Clerk
Borough of Allendale
500 West Crescent Avenue
Allendale, NJ 07401

Re: Shared Services Agreement, Licensed Operator

Dear Ms. Cervino,

The Shared Services Agreement between the Northwest Bergen County Utilities Authority and your municipality for licensed sewer operator services is set to expire on December 31, 2022. In order to continue receiving these services, please sign the enclosed two (2) Shared Services Agreements and return back to my attention along with a copy of the Resolution authorizing the municipality to enter in the Agreement. Once fully executed, I will send back one (1) original agreement for your files.

If you have any questions, please do not hesitate to contact me.

Sincerely,

**NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY**

A handwritten signature in cursive script that reads "Alison Gordon".

Alison Gordon
Administrative Assistant

encl.

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, made, and entered into this 5th day of January, 2023, by and among:

THE BOROUGH OF ALLENDALE, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as "Allendale" and the NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, doing business at 30 Wyckoff Avenue, P.O. Box 255, Waldwick, New Jersey 07463, hereinafter referred to as "NBCUA".

WHEREAS, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; 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 (N.J.S.A. 40A:65-1 *et. seq.*) 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 unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, Allendale and the NBCUA have researched the feasibility of entering into an agreement under the authority of Uniform Shared Services and Consolidation Act, whereby the NBCUA would provide to Allendale the services of a licensed sewer operator, in addition to other services as outlined more specifically in Paragraph 3 of this Agreement; and

WHEREAS, Allendale has adopted Resolution # 23-48, which authorizes Allendale to enter into an agreement with the NBCUA, for the services as outlined in Paragraph 3.

NOW, THEREFORE, this Agreement is entered into by and among the Borough of Allendale and the NBCUA for the purpose of defining and specifying the obligations of the parties and Allendale and the NBCUA hereby agree as follows:

1. Pursuant to N.J.S.A. 40A:65-1 *et. seq.*, both Allendale and the NBCUA shall adopt the appropriate Resolution, which will formally authorize the entering into of this Agreement between the parties.
2. The duration of this Agreement shall be for a period of one (1) year following the commencement date. The commencement date shall be January 1, 2023.
3. The NBCUA shall provide the following services to the Borough of Allendale:
 - a. The NBCUA shall act as the New Jersey Licensed Sewer Operator for the Borough of Allendale.

- b. NBCUA will respond to sanitary sewer collection emergencies 24 hours a day, seven days a week.
 - c. NBCUA will coordinate all third-party repairs of the collections system.
 - d. NBCUA will, when necessary, coordinate, participate and correspond to any and all NJDEP inspections and actions regarding the sanitary collection system.
 - e. NBCUA will coordinate with Allendale any NJDEP Hotline calls and correspondence regarding the sanitary collection system.
 - f. NBCUA, upon request, can coordinate and conduct a manhole inspection program that will involve the physical inspection of every manhole within Allendale over a three-to-five-year cycle.
 - g. NBCUA, upon request, can conduct annual NJ State Certified Backflow Preventer tests on all of your backflow prevention devices.
4. In consideration for the services to be rendered by the NBCUA to Allendale, pursuant to Paragraph 3 above, Allendale shall pay to NBCUA:
- a. Four (4) equal installments of \$1,070.00 on or before March 1st, June 1st, September 1st and December 1st of each year, for a total annual compensation of \$4,280.00.
 - b. Non-Business hours – emergency responses (per man) \$120.71/hr.
 - c. Business hours emergency/non-basic repair and catch basin maintenance (per man) \$ 96.58/hr.
 - d. Third Party Contractors for repairs and/or spare parts \$Direct Cost
 - e. Manhole Inspection Program \$ 48.15/MH
 - f. Backflow Preventer Tests \$160.50/unit
5. The NBCUA shall provide Allendale with an invoice reflecting all time and work provided by its staff for repairs and response service during the previous month. Said invoices shall be paid by Allendale within 45 days of receipt.
6. The parties agree to be bound by this Agreement for a minimum of twelve (12) months. Starting six (6) months from the Commencement Date, either party may terminate this Agreement by giving at least six (6) months written notice to the other party.
7. Each party to this Agreement represents to the other party thereto that the Officials executing this Agreement are fully authorized and empowered to do so and to bind the parties to the terms of this Agreement, pursuant to law.
8. The parties recognize that the individuals who shall be designated as the Primary Contact Persons are, the Licensed Sewer Operator and Superintendent of the NBCUA for the NBCUA and the Manager of the Borough's Public Works Department, for Allendale. The Primary Contact individual shall be noticed on all issues of importance and shall be responsible for initiating all requests for repairs and corrective actions to be carried out by NBCUA or Allendale, as applicable.

8. The Primary Contact Persons shall jointly and cooperatively implement and complete a reporting form to memorialize and record all required and/or performed repairs, corrective actions, and responses to Allendale's collection system.
9. The NBCUA will provide a certificate of insurance designating Allendale as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance program.
10. Allendale assumes all liability for, and agrees to indemnify and hold the NBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by Allendale, its agents, servants or employees.
11. The effective date of this Agreement shall be January 1, 2023, and the expiration shall be December 31, 2023, unless the agreement is terminated pursuant to paragraph 6 above.
12. The NBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules, and regulations.
13. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this month, day, and year first above written.

ATTEST:

Linda Louise Coruero

Date: 1/5/2023

ATTEST:

Date: _____

BOROUGH OF ALLENDALE

By: [Signature]
MAYOR

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

By: _____
CHAIRMAN

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

DATE: 01/05/2023

RESOLUTION# 23-49

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

**APPROVAL OF SHARED SERVICE AGREEMENT -
AS-NEEDED SANITARY SEWER CLEANING -
NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

WHEREAS, the Borough of Allendale seeks to enter into an Interlocal Agreement with the Northwest Bergen County Utilities Authority whereby provide sanitary sewer jetting services on an as needed basis to the Municipality for the years 2023 and 2024; the Municipality will pay to the NWBCUA a per foot price of sixty-five cents (\$0.65) in the year 2023 and a per foot price of sixty-eight cents (\$0.68) in the year 2024.

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 authorizes the Mayor and Municipal Clerk to sign a Shared Service Agreement offered through the NorthWest Bergen County Utilities Authority (NBCUA) for sanitary sewer jetting services effective January 1, 2023 until December 31, 2024.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

Linda Louise Cervino
Municipal Clerk



**NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY**

30 Wyckoff Avenue
at Authority Drive
P.O. Box 255
Waldwick, NJ 07463

Tel: 201.447.2660
Fax: 201.447.0247
www.nbcua.com

December 1, 2022

Ms. Linda Cervino
Borough of Allendale
500 West Crescent Avenue
Allendale, NJ 07401

Dear Ms. Cervino,

The Shared Services Agreement for Sanitary Sewer Cleaning between your municipality and the Northwest Bergen County Utilities Authority will be expiring on December 31, 2022.

To continue receiving these services, please sign the two (2) enclosed Agreements and return both to my attention along with the Resolution authorizing the entering into of same. We will return one (1) fully executed copy for your file. Please note that the Agreement will be in effect for the calendar years of 2023 and 2024.

If you have any questions, please do not hesitate to contact me.

Sincerely,

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

A handwritten signature in blue ink, appearing to read "Alison Gordon", written over a faint, larger version of the same signature.

Alison Gordon
Administrative Assistant

Encl.

SHARED SERVICES AGREEMENT – SANITARY SEWER CLEANING

THIS AGREEMENT, made this 5th day of January 2023, between Borough of Allendale (hereinafter referred to as "Municipality"), a municipal corporation of the State of New Jersey maintaining offices at 500 W. Crescent Ave, Allendale, New Jersey and the **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY** (hereinafter referred to as "NBCUA"), maintaining offices at 30 Wyckoff Avenue, Waldwick, New Jersey.

WITNESSETH:

WHEREAS, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; 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 (N.J.S.A. 40A:65-1 et. seq.) 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 unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Municipality and NBCUA wish to enter into an Agreement whereby NBCUA will provide jet cleaning services to the Municipality for sanitary sewer systems, or other systems as applicable, in the years 2023 and 2024; and

WHEREAS, the within Agreement has been duly authorized by appropriate resolutions of the Municipality and NBCUA.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. This Agreement will be in effect for the 2023 and 2024 calendar years. NBCUA will provide jet cleaning services on an as needed basis for the Municipality.
2. The Municipality will pay to the NBCUA:
 - a) Sewer/Storm Jet Cleaning – a per foot price of sixty-five cents (\$0.65) in year 2023 and a per foot price of sixty-eight cents (\$0.68) in year 2024.
 - b) Pump Stations Cleaning and Storm Draining Vacuuming – current hourly rate for labor (*contact NBCUA*).

3. Payment shall be made by the Municipality to the NBCUA upon completion of the work and certification by the Municipality that the work has been completed in a satisfactory manner.
4. All solid waste material harvested as a result of the jet cleaning will be collected and disposed of by NBCUA at no additional costs. All water, when possible, shall be decanted off into the nearest sanitary manhole. Exceptions to this requirement are any materials that are classified hazardous in nature and/or any material that cannot be disposed of in an ordinary and typical way (i.e. landfill). If material is found to be "exceptional" in nature, NBCUA will charge the Municipality direct costs for disposal of said material.
5. Each party will maintain and operate insurance coverages through the Joint Insurance Fund or other source in connection with workers' compensation, automobile liability, general liability and other coverage.
6. Municipality assumes all liability for, and agrees to, indemnify and hold the NBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by the Municipality, its agents, servants or employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this month, day, and year above written:

ATTEST:

MUNICIPALITY

Linda Louise Cerullo

Date:

1/5/2023

Amy Guilfoyle
MAYOR

ATTEST:

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

Date:

EXECUTIVE DIRECTOR

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

DATE: 01/05/2023

RESOLUTION# 23-50

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

**AUTHORIZATION OF SHARED SERVICE AGREEMENT – AS-NEEDED TV
INSPECTION – NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

BE IT RESOLVED that the Mayor is hereby authorized to sign a Shared Service Agreement for TV Inspection with the Northwest Bergen County Utilities Authority for the years 2023 and 2024.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

Linda Louise Cervino, RMC
Municipal Clerk



**NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY**

30 Wyckoff Avenue
at Authority Drive
P.O. Box 255
Waldwick, NJ 07463

Tel: 201.447.2660
Fax: 201.447.0247
www.nbcua.com

December 1, 2022

Ms. Linda Cervino
Borough of Allendale
500 West Crescent Avenue
Allendale, NJ 07401

Dear Ms. Cervino,

The Shared Services Agreement for TV Inspection between your municipality and the Northwest Bergen County Utilities Authority will be expiring on December 31, 2022.

To continue receiving these services, please sign the two (2) enclosed Agreements and return both to my attention along with the Resolution authorizing the entering into of same. We will return one (1) fully executed copy for your file. Please note that the Agreement will be in effect for the calendar years of 2023 and 2024.

If you have any questions, please do not hesitate to contact me.

Sincerely,

**NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY**

A handwritten signature in blue ink, appearing to read "Alison Gordon".

Alison Gordon
Administrative Assistant

Encl.

SHARED SERVICES AGREEMENT – TV INSPECTION

THIS AGREEMENT, made this 5th day of January 20 23, between Borough of Allendale (hereinafter referred to as “Municipality”), a municipal corporation of the State of New Jersey maintaining offices at 500 W. Crescent Ave, Allendale New Jersey and the **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY** (hereinafter referred to as “NBCUA”), maintaining offices at 30 Wyckoff Avenue, Waldwick, New Jersey.

WITNESSETH:

WHEREAS, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; 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 (N.J.S.A. 40A:65-1 et. seq.) 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 unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Municipality and NBCUA wish to enter into an Agreement whereby NBCUA will provide TV Inspection services for sanitary sewer systems, or other systems, to the Municipality for the years 2023 and 2024; and

WHEREAS, the within Agreement has been duly authorized by appropriate resolutions of the Municipality and NBCUA.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

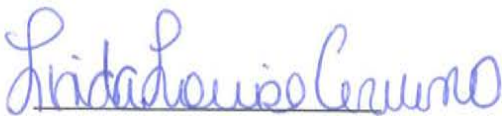
1. This Agreement will be in effect for the 2023 and 2024 calendar years. NBCUA will provide TV Inspection services as set forth in Purchase Order(s) or other written authorization to be issued by the Municipality.
2. The Municipality will pay to the NBCUA a per foot price of eighty-nine cents (\$0.89) in year 2023 and a per foot price of ninety-two cents (\$0.92) in year 2024, with a minimum payment of five hundred dollars (\$500) for each day of inspection in the years 2023 and 2024.

3. Prior to initiating the inspection, the Municipality will certify that the line to be inspected has been cleaned and is available for inspection. Should it become apparent during the inspection that the work cannot continue due to an accumulation of material in the system or other restriction, the inspection will be discontinued and the Municipality will be billed for the work completed or the minimum payment defined above, whichever is greater.
4. The Municipality shall provide the required traffic control to ensure the safe operation of the TV Inspection equipment within the Municipality.
5. Payment shall be made to NBCUA upon completion of the work and certification by the Municipality that the work has been completed in a satisfactory manner.
6. Each party will maintain insurance coverage through the Joint Insurance Fund or other source in connection with workers' compensation, automobile liability, general liability and other coverage.
7. Municipality assumes all liability for, and agrees to indemnify and hold the NBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by the Municipality, its agents, servants or employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this month, day, and year above written:

ATTEST:

MUNICIPALITY




MAYOR

ATTEST:

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

EXECUTIVE DIRECTOR

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

DATE: 01/05/2023

RESOLUTION# 23-51

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

DESIGNATION OF ACTING MUNICIPAL COURT ADMINISTRATOR

WHEREAS, the Municipal Court of the Borough of Allendale finds it necessary to appoint a person as Acting Court Administrator, part-time, as-needed; and

WHEREAS, Sherri D'Alessandro, CMCA, has the appropriate certifications and has been appointed to the position of Municipal Court Administrator in the Borough of Upper Saddle River.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Borough of Allendale that Sherri D'Alessandro, CMCA, be and is hereby appointed as Acting Court Administrator; and

BE IT FURTHER RESOLVED, as required by N.J.S.A. 2B:12-10(b), the pay rate is \$20.00 per hour, not to exceed \$2,000 annually.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 05, 2023.

Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-52

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

APPROVAL OF 2023 UPSEU SALARY RESOLUTION

BE IT RESOLVED that the following are the salaries for Borough employees for the year 2023. All salaries are retroactive to January 1, 2023.

Carol Savoy, Bookkeeper	\$54,016
Linda Garafalo, Land Use Administrative Assistant	47,347
Lisa Crescente, Administrative Assistant, Police	43,672
Linda McLaughlin, Administrative Assistant, Clerks Office	40,851
Kerri Niosi, Administrative Assistant, DPW & Clerks Office	39,321
Amanda Richards, Administrative Assistant Clerks Office	43,672
Chris Rago, Radio Police Dispatcher, Full-time	39,321
Michael LoPrinzi, Radio Police Dispatcher, Full-time	38,301
Nicholes Biondi, Radio Police Dispatcher, Part-time Hourly	18.73
Michael Schell, Radio Police Dispatcher, Part-time Hourly	18.73
Peggy Timony, Radio Police Dispatcher, Part-time Hourly	20.81
Tiffany Thomas, Radio Police Dispatcher, Part-time Hourly	18.36
Charlotte Zinn, Technical Assistant to Building Dept., Part-time Hourly	29.28

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.


 Linda Louise Cervino, RMC
 Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-53

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

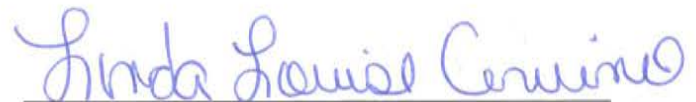
Approved on Consent Agenda

TEAMSTERS SALARY RESOLUTION

BE IT RESOLVED that the following are the salaries for Borough employees for the year 2023. All salaries are retroactive to January 1, 2023.

Dan Davis, DPW Laborer	\$69,473
Ray Frazier, DPW Laborer	\$69,473
Richard McDowell, DPW Laborer, Crew Chief	\$75,951
Jim Moritz, DPW Laborer	\$69,473
John Pasquino, DPW Laborer, Crew Chief	\$58,795
Dan Richards, DPW Laborer, Mechanic, Crew Chief	\$82,982
Lonnie Simon, DPW Laborer	\$65,742
Standby, Weekly	\$425

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-54

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

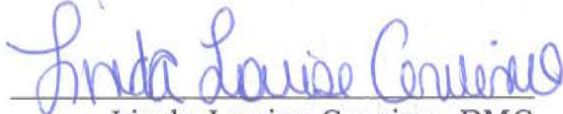
Approved on Consent Agenda

**PATROLMAN'S BENEVOLENT ASSOCIATION
SALARY RESOLUTION**

BE IT RESOLVED that the following are the salaries for Borough employees for the year 2023. All salaries are retroactive to January 1, 2023

Kevin Azevedo, Police Officer	\$143,413
Todd Griffith, Sergeant	\$164,476
Jamie Hillgardner, Police Officer	\$143,413
Sean Hubbard, Police Officer	\$154,661
Scott Kuenzel, Police Officer	\$154,661
Terry Lawler, Sergeant	\$164,476
John Mattiace, Sergeant	\$164,476
Vincent Rizzo, Police Officer	\$143,414
Vincent Rizzo, Detective Stipend	\$1,500
Dan Rosendahl, Police Officer	\$143,413
Paul Stettner, Police Officer	\$154,661
Victor Bartoloma, Police Officer	\$143,413
Alex Helmer, Police Officer (1/1 – 7/21)	\$98,428
Alex Helmer, Police Officer (7/22 – 12/31)	\$108,585
Nicole DePasquale, Police Officer	\$57,801
Christopher Naumov, Police Officer	\$47,644

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-55

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

**APPROVAL OF WORKPLACE ALCOHOL & DRUG TESTING CONTRACT
- VALLEY MEDICAL GROUP d/b/a VALLEY PHYSICIAN SERVICES**

WHEREAS, there is a need for a Workplace Alcohol & Drug Testing Contract; and

WHEREAS, Valley Medical Group d/b/a Valley Physician Services has provided the Borough with satisfactory service in 2022; and

WHEREAS, Valley Medical Group has provided the Borough with a proposal for 2023.

WHEREAS, the Chief Financial Officer has attached hereto a certification that adequate funds have been or will be duly budgeted and appropriated to pay for 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 it hereby approves the 2023 contract between the Borough of Allendale and the Valley Medical Group for services related to workplace alcohol and drug testing in an amount not to exceed \$1,000 through December 31, 2023; and

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk be and they are hereby authorized to sign said contract.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

AGREEMENT

ALCOHOL AND DRUG TESTING SERVICES

This AGREEMENT is made between Valley Health System, Inc. ("PROVIDER"), a New Jersey non-profit corporation having its principal place of business at 223 North Van Dien Avenue, Ridgewood, New Jersey 07450 and Allendale, Borough of ("PUBLIC ENTITY"), a PUBLIC ENTITY having its address at 500 W. Crescent Avenue P.O. Box 11, Allendale, New Jersey 07401 on this date of **January 1, 2023**, which shall hereinafter be referred to as the execution date of this Agreement.

WHEREAS:

PROVIDER provides alcohol and drug testing services to public entities and companies to support workplace alcohol and drug testing programs and policies;

The PUBLIC ENTITY has a policy for alcohol and drugs abuse testing of applicants and/or employees and requires alcohol and drug testing services from PROVIDER.

In consideration of the mutual covenants and promises set forth, the parties hereby enter into this Agreement, the terms and conditions of which shall apply from the execution date of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and Agreements contained herein, the parties agree as follows:

I. PROVIDER RESPONSIBILITIES

A. PROVIDER will offer the following services to PUBLIC ENTITY upon request:

1. Alcohol tests, performed using screening and evidential devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing.
2. Drug tests, performed using chain-of-custody collection, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (MROs) qualified and certified to review and report test results.
3. DOT/FTA tests, whether DOT/FTA alcohol tests or DOT/FTA drug tests, performed in accordance with the regulatory requirements of the DOT/FTA for

such testing, including all applicable procedural, personnel, and equipment requirements.

- B. PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to the PUBLIC ENTITY in accordance with the Fee Schedule, appended as Exhibit A to this Agreement. In particular, PROVIDER will maintain trained and certified personnel qualified to perform services provided.
- C. PROVIDER will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by PROVIDER to the PUBLIC ENTITY.
 - 1. FIVE YEARS: Alcohol tests > 0.02 , positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable; medical explanations of inability to provide specimens; calibration documentation for EBTs; and substance abuse professional evaluations & related information.
 - 2. TWO YEARS: Supervisory training BAT and drug screen collector training/certification; logbooks for drug and alcohol testing, if used; random selection records; agreement for testing (e.g., collection, laboratory, MRO, consortium).
 - 3. ONE YEAR: Negative (<0.02) or canceled drug test results alcohol test results.
- D. Except as noted elsewhere in this Agreement, PROVIDER may release individual test results to PUBLIC ENTITY or its agents, to the Federal Transit Administration or Federal or New Jersey Department of Transportation or their agents, to or any State or local officials with regulatory authority over the testing program, to any third party for whom the tested individual provides written authorization, or to any third party to whom PROVIDER is required to make such release pursuant to a court order or valid subpoena.
- E. PROVIDER will make available to PUBLIC ENTITY, at location(s) of PUBLIC ENTITY's choosing, and at reasonable expense to PUBLIC ENTITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for PUBLIC ENTITY, except records containing confidential medical information, within two business days of notification by PUBLIC ENTITY of such request
- F. PROVIDER will make available to PUBLIC ENTITY, at location(s) of PUBLIC ENTITY's choosing, and at reasonable expense to PUBLIC ENTITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for PUBLIC ENTITY, except records containing confidential medical information, within two business days of notification by PUBLIC ENTITY of such request.

- G. Reporting of results to PUBLIC ENTITY by PROVIDER, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

II. PUBLIC ENTITY RESPONSIBILITIES

- A. PUBLIC ENTITY will provide PROVIDER with the most recent applicable alcohol and/or drug testing policies of PUBLIC ENTITY.
- B. PUBLIC ENTITY will provide PROVIDER with an updated drivers list on a quarterly basis or upon request.
- C. PUBLIC ENTITY will designate a representative and an alternate to whom the PROVIDER will report test results and discuss or report other information.
- D. PUBLIC ENTITY will notify PROVIDER of any responsibilities with regard to the PUBLIC ENTITY's Employee Assistance Program as it relates to alcohol and drug testing.
- E. PUBLIC ENTITY represents that the means of obtaining results from the PROVIDER (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication), will assure that the results and other information remain secure and confidential with distribution of or access to such information to PUBLIC ENTITY officials with a business need for the information only.
- F. PUBLIC ENTITY authorizes PROVIDER to request specific information or upon prior consultation with and approval by MUNICIPALITY to order additional tests as necessary or appropriate related to tests performed for PUBLIC ENTITY; PUBLIC ENTITY agrees to pay for additional costs and charges related to such information requests or additional testing performed.
- G. PUBLIC ENTITY acknowledges that performance of necessary verification procedures may be dependent upon cooperation by PUBLIC ENTITY representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.
- H. PUBLIC ENTITY acknowledges that alcohol testing results of a breath-alcohol content over 0.04 or positive drug test results reported by PROVIDER do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

III. ASSIGNED RESPONSIBILITIES

PUBLIC ENTITY and PROVIDER agree that PROVIDER shall bear responsibility for the following procedures and services: (1) Selection/provision of alcohol testing services; (2) Selection/provision of drug testing collections; (3) Selection/provision of drug testing laboratory services; (4) Random selection for drug and/or alcohol testing; and (5) Mandatory reporting to FMCSA Clearinghouse. PROVIDER agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

IV. FEES AND PAYMENT

- A. Fees. Fees for services provided by PROVIDER to PUBLIC ENTITY will be in accordance with the *FEE SCHEDULE* hereby incorporated by attachment into this Agreement.
- B. Fee Changes. The price for services rendered under this Agreement will not change unless PROVIDER notifies PUBLIC ENTITY in writing sixty (60) days in advance of a price change. On or before the date the price change goes into effect, PUBLIC ENTITY shall inform PROVIDER, in writing, whether it agrees to the price change. If PUBLIC ENTITY does not agree to the new price, PROVIDER, at its sole discretion, may continue to provide agreed upon services at the then-current price for the duration of the Agreement, or either party may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Agreement.
- C. Significant Changes in Services Provided. If during the term of this Agreement there is a significant change in the requirements of the PROVIDER, or other services covered under this Agreement as the result of regulatory changes, or other changes mandated by federal or state law, PROVIDER shall provide written notice of such change to PUBLIC ENTITY. Upon service of such notice, both parties agree to work in good faith to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this Agreement. In the event that the parties do not come to an agreement within forty five (45) days of service of the notice, either party may terminate this Agreement, by providing the other party with at least fourteen (14) days' notice.
- D. Payment. PROVIDER will invoice PUBLIC ENTITY for all services provided on a monthly basis. Payment terms are net thirty (30) days after the PUBLIC ENTITY's receipt of the invoice. Overdue payments are subject to interest accruing at a rate of 1.5% per month. In the case of failure of PUBLIC ENTITY to make timely payment, PROVIDER may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.

V. **TERM**

The term of this Agreement shall be for a period of one (1) year commencing on **January 1, 2023, and terminating on December 31, 2023**, with the understanding that this Agreement will renew itself for an additional term of one (1) year, through 2024, unless terminated prior to that date in writing by either party herein. Either party may terminate this Agreement at any time, with or without cause by providing the other party with at least thirty (30) days' written notice.

VI. **INSURANCE**

- A. **PROVIDER INSURANCE:** PROVIDER shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million per occurrence/\$3 million in the aggregate on an occurrence basis, insuring PROVIDER against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by PROVIDER, its employees, staff and agents related to or arising out of this Agreement or the subject matter thereof.
- B. **PUBLIC ENTITY INSURANCE:** PUBLIC ENTITY shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, in the amount of at least \$1 million per occurrence/\$3 million in the aggregate on an occurrence basis, insuring the PUBLIC ENTITY against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by the PUBLIC ENTITY, its employees, staff and agents related to or arising out of this Agreement or the subject matter hereof. All policies and coverages shall be provided on an occurrence basis. PUBLIC ENTITY shall provide evidence of such coverage to PROVIDER.

VII. **CONFLICTS OF INTEREST.**

PROVIDER, in performing work for and on behalf of the PUBLIC ENTITY, must conduct business according to the highest ethical standards. The PUBLIC ENTITY recognizes the right of individuals to engage in outside activities that are private in nature and unrelated to governmental business. However, business dealings can create or appear to create a conflict between the individual and the PUBLIC ENTITY's interests.

Prior to becoming a vendor for the PUBLIC ENTITY, all vendors are required to disclose possible conflicts so that the PUBLIC ENTITY may assess and prevent potential conflicts. Therefore, the PROVIDER must disclose any possible conflicts of interest prior to signing this Agreement. The PROVIDER after being engaged by the PUBLIC ENTITY shall not engage in matters that create a conflict of interest for the PUBLIC ENTITY. If a potential conflict arises, the PROVIDER must

promptly notify the PUBLIC ENTITY of the possible conflict of interest. The PROVIDER shall not take any action that will be adverse to the PUBLIC ENTITY.

VIII. GENERAL TERMS.

A. **Compliance with Laws.** In the performance of the duties under this Agreement, each party shall comply with any and all applicable local, state and federal laws, statutes, rules and regulations. The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the Department of Transportation / Federal Transit Administration (hereinafter referred to as DOT/FTA). Both parties agree to assure, to the best of their ability that services provided are rendered according to all applicable laws and regulations. Each Party agrees that, in performance of this Agreement, services will be provided without discrimination toward any patient, employee or other person regardless of their race, creed, color national origin, sex, sex orientation, blindness or ethnic background. Both Parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C. 2000, et seq. and of the New Jersey Law Against Discrimination. PUBLIC ENTITY and PROVIDER agree to abide by the terms of the Equal Employment Opportunity and Affirmative Action Exhibit, appended hereto as Exhibit B.

B. **Confidentiality.** In the performance of this Agreement, each party is likely to have contact with information of substantial value to the other, including, without limitation, information relating to scientific techniques, designs, drawings, processes, inventions, developments, equipment, prototypes, sales and customer information; and business and financial information, relating to the business, products, practices or techniques (all of the foregoing hereinafter referred to as "Confidential Information"). Each party agrees, at all times, to regard and preserve as confidential such Confidential Information, and to refrain from publishing or disclosing any part of such Confidential Information or from using it, except as expressly provided in this Agreement.

Information received from either party to this Agreement shall not be deemed Confidential Information, and the receiving party shall have no obligation with respect to such information if: (1) such information, as of the effective date of this Agreement, is part of the public domain or becomes part of the public domain through no fault of the receiving party; (2) such information was in possession of the receiving party on the effective date this Agreement, as evidenced by prior written records kept in the ordinary course of the receiving party's business, and the information had not been wrongfully acquired, directly or indirectly, from the other party; (3) such information is subsequently disclosed to the receiving party by a third party not in violation of any right of, or obligation to, the other party to this Agreement; or (4) such information is developed independently and without reference to the Confidential Information.

In the event that either party receives a request to produce Confidential Information pursuant to an order of a court of competent jurisdiction or a facially valid administrative, Congressional, state or local legislative or other subpoena, or believes that such party is otherwise required by law to disclose Confidential Information, then the party from whom

disclosure is sought shall promptly notify the other party to this Agreement so that Discloser may seek a protective order or other appropriate remedy.

- C. **Independent Contractors.** Both parties to this Agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.
- D. **Responsibility for Employer Policy and Program.** The parties understand and agree that PROVIDER does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that PUBLIC ENTITY has sole responsibility for all such decisions. PROVIDER shall not be responsible for any damages resulting from acts or omissions of the PUBLIC ENTITY under the PUBLIC ENTITY's substance abuse policy.
- E. **Severability.** If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force, and effect in the same manner as if the invalid or illegal provisions had not been contained herein.
- F. **Force Majeure.** Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations under this Agreement on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of such party.
- G. **Waiver.** The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.
- H. **Indemnification and Limitation of Liability.** Each Party ("Indemnitor") will defend, indemnify and hold harmless the other party, its affiliates, and their respective officers, directors, trustees, employees, agents, successors and permitted assigns ("Indemnitee(s)") from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature (including court costs and reasonable attorneys' fees) (collectively "Claim(s)"), to the extent such Claims are attributable to the acts, omissions, or willful misconduct of, or breach of this Agreement for any reason by, Indemnitor, its affiliates and their respective employees, agents, contractors or subcontractors. This provision shall survive Termination or expiration of this Agreement.

EXCEPT WITH RESPECT TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY, INTELLECTUAL PROPERTY CLAIMS, MATTERS COVERED BY INSURANCE, VIOLATIONS OF THE CONFIDENTIALITY PROVISIONS HEREOF, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT

(INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THREE (3) TIMES THE TOTAL AMOUNT OF FEES PAID BY PUBLIC ENTITY PURSUANT TO THIS AGREEMENT.

- I. **Governing Law.** The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of New Jersey including all matters of construction, validity and performance but without giving effect to New Jersey choice-of-law or conflict-of-law principles. The Parties hereby consent to the filing of an action in, and personally submit to the jurisdiction of, the state courts located in Bergen County, New Jersey, or the United States District Court for the District of New Jersey, and further agree that such courts shall be exclusive courts of jurisdiction and venue for any litigation arising out of or in connection with this Agreement.
- J. **Entire Agreement.** This Agreement represents the entire Agreement between PROVIDER and PUBLIC ENTITY. This Agreement supersedes all prior Agreements, understandings, negotiations and discussions, written or oral, and may be modified only by a written document signed by both PROVIDER and PUBLIC ENTITY.
- K. **Health Insurance Portability And Accountability Act (HIPAA).** Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules, or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as it may be amended from time to time ("HIPAA"). Furthermore, the Parties agree that should any future interpretation or modification of HIPAA or regulations, rules or orders promulgated thereunder require the modification or amendment of this Agreement, the parties shall in good faith negotiate same.
- L. **Disbarment.** Each Party represents and warrants to the other Party: that neither the Party, nor its trustees, shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal

offense described in (a) through (d) above. Each Party further agrees to notify the other Party immediately after the Party becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

M. **Notices.** Notices required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, by hand delivery or by a nationally recognized overnight delivery service. All notices shall be sent to the parties at the addresses specified below, or to such other address as the parties may from time to time designate in writing, and shall be deemed given when sent, and shall be effective upon receipt or three days of mailing, whichever occurs first. Notice by electronic mail is not accepted.

If to PROVIDER:

Jose Balderrama
VP, Human Resources
15 Essex Road, Suite 206
Paramus, New Jersey 07652
jbalder@valleyhealth.com

With a copy to:

Robin Goldfischer
Senior Vice President & General Counsel
Valley Health System
223 North Van Dien Avenue
Ridgewood, New Jersey 07450
rgoldfi@valleyhealth.com

If to PUBLIC ENTITY:

N. **Amendment.** This Agreement may not be amended or modified in any manner except by an instrument in writing signed by both Parties.

O. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties, their respective agents, affiliates and successors. Neither Party shall have the right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Institution and any attempted or purported assignment shall be null and void and of no effect.

- P. **Construction.** The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring a party by virtue of the authorship of any of the provisions of this Agreement.
- Q. **Further Assurances.** Each Party covenants that it shall, from time to time, upon the request of the other, execute such further instruments and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.
- R. **Survival.** Any covenant or provision herein which requires or might require performance after the termination or expiration of this Agreement shall survive the termination or expiration of the Agreement, including but not limited to, indemnities, confidentiality, records retention and access, and restrictive covenants, if applicable.
- S. **Third Party Beneficiaries.** The parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement.
- T. **Counterparts.** This Agreement may be executed in any number of counterparts, and by facsimile or electronic transmission, each of which, when executed, shall be deemed to be an original, and all of which, together, shall be deemed to be one and the same instrument, valid and binding on all parties

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year executed below:

Provider: Valley Health System, Inc.
 By: _____
 Title: _____
 Date: _____

Public Entity: Allendale, Borough of
 By: Amy Bucynski
 Title: Mayor
 Date: 12/5/22 1/5/2023
S.C.

Exhibit A

FEE SCHEDULE

(Pricing based on program including all driver DOT physicals)

The following services are included in the per-driver fee: (1) Random; (2) Post-Accident; (3) Reasonable Suspicion; and (4) Return to Duty.

BUNDLED PRICES FOR SERVICES

BUNDLED PRICES for alcohol tests include both screening and confirmation tests. BUNDLED PRICES for drug tests include collection, laboratory testing, and MRO review.

PUBLIC ENTITY agrees to pay PROVIDER \$ 68.00 per driver for DOT drug test (UDS)
and DOT alcohol test (BAT)

PUBLIC ENTITY agrees to pay PROVIDER \$ 100.00 per DOT physical

PUBLIC ENTITY agrees to pay PROVIDER \$ 40.00 per DOT follow-up physical

PUBLIC ENTITY agrees to pay PROVIDER \$ 160.00 per split sample test

PUBLIC ENTITY agrees to pay PROVIDER \$ 180.00 per post accident On- Site service

PUBLIC ENTITY agrees to pay PROVIDER \$ 68.00 per non-covered UDS

PUBLIC ENTITY agrees to pay PROVIDER \$ 55.00 per non-covered BAT

Above Fees include:

- **Required Safety Sensitive Supervisor Training.**
- **Required Blind Specimen Designation.**
- **Required Certified MRO Services.**

Charge *includes* periodic *random* selection of employees, (50% UDS per yr, 25% BAT per yr) all MRO services, Collection Sites, Record back-up, semi-annual laboratory reports as well as *unlimited* Supervisor training instruction, and 800 Hot-Line numbers for Post Accident Collection Sites or On-Site Post Accident Services. (On-Site Post Accident Service fee does not include cost of drug or alcohol tests).

Exhibit B

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT

NON-DISCRIMINATION

Valley Physician Services, PC t/a Valley Medical Group ("Contractor") and Allendale, Borough of ("PUBLIC ENTITY") agree that, in performance of this Agreement, services will be provided without discrimination and in compliance with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq., the New Jersey Law Against Discrimination, and the New Jersey Equal Employment Opportunity and Affirmative Action Rules.

During the performance of this contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Appropriate evidence that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (such as a Letter of Federal Affirmative Action Plan Approval);
- A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4; or
- An Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract compliance](http://www.state.nj.us/treasury/contract_compliance)), to be completed by the contract, in accordance with N.J.A.C. 17:27-4).

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

DATE: 01/05/2023

RESOLUTION# 23-56

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

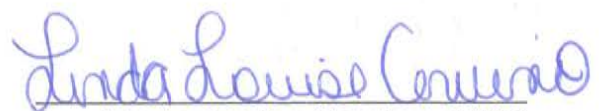
Approved on Consent Agenda

APPOINTMENT OF POLICE PHYSICIAN

BE IT RESOLVED that the following physician is hereby designated as the Police Physician for the Borough of Allendale for the year 2023:

Seena Shekari, DO

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-57

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

**RESOLUTION ADOPTING A FORM REQUIRED TO BE USED FOR THE FILING OF
NOTICES OF TORT CLAIMS AGAINST THE BOROUGH OF ALLENDALE IN
ACCORDANCE WITH THE PROVISIONS OF THE
NEW JERSEY TORT CLAIMS ACT, N.J.S.A. 59:8-6.**

WHEREAS, the New Jersey Tort Claims Act N.J.S.A. 59:8-6 provides that a public entity may adopt a form to be completed by claimants seeking to file a Notice of Tort Claim against the public entity; and

WHEREAS, the Borough of Allendale is a public entity covered by the provisions of the New Jersey Tort Claims Act; and

WHEREAS, the Borough of Allendale deems it advisable, necessary, and in the public interests to adopt a Notice of Tort Claim form in the form set forth in paragraphs 1 and 2 herein.

1. **NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the Borough of Allendale, that the attached Notice of Tort Claim form be and hereby is adopted as the official Notice of Tort Claim form for the Borough of Allendale; and

2. **BE IT FURTHER RESOLVED**, that all persons making claims against the Borough of Allendale, pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:8-1 et seq., be required to complete the form herein adopted as a condition of compliance with the notice requirement of the New Jersey Tort Claims Act.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-58

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

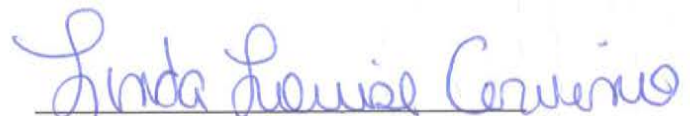
Carried Defeated Tabled

Approved on Consent Agenda

APPOINTMENT OF EMERGENCY MANAGEMENT DIRECTOR

BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Michael Dillon shall serve as Emergency Management Coordinator for a one-year term through December 31, 2023.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-59

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

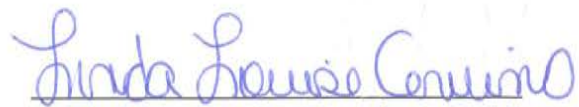
Carried Defeated Tabled

Approved on Consent Agenda

**APPOINTMENT OF FIRE ADMINISTRATOR
FOR THE BOROUGH OF ALLENDALE**

BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Michael Dillon shall serve a one-year term as Fire Administrator for the Borough of Allendale through December 31, 2023.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-60

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

**APPROVAL OF AMENDMENT TO RECYCLABLES DELIVERY AGREEMENT –
ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY**

WHEREAS, the Borough of Allendale (Borough) requires the services of a Recyclable Materials Recovery Facility to accept recyclable materials collected from its residents; and

WHEREAS, Rockland County Solid Waste Management Authority, hereinafter referred to as Rockland Green, is a body corporate and politic constituting a public benefit corporation of the State of New York that has the capacity to accept at Rockland Green's Materials Recovery Facility such recyclable materials collected from the residents of the Borough of Allendale; and

WHEREAS, the Borough and Rockland Green entered into a Recyclables Delivery Agreement through September 19, 2022 via Resolution 21-213 on August 26, 2021; and

WHEREAS, the parties have agreed that all terms of the current Recyclables Delivery Agreement will remain in full force and effect through December 31, 2022 Via Resolution 22-217; and

WHEREAS, said agreement is set to expire on December 31, 2022, the parties have determined that the continued delivery of such recyclable materials is beneficial to both parties and wish to enter into a successor agreement; and

WHEREAS, pursuant to Article V, Section 5.1 (B) of the current Recyclables Delivery Agreement, Rockland Green hereby renews said Agreement and all its previous terms, for an additional term that will extend from January 1, 2023, until December 31, 2023; and

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

DATE: 01/05/2023

RESOLUTION# 23-60

WHEREAS, Rockland Green will impose the following tip fees, commencing on or about March 2023 when its new plant is fully operational: Commingled Material at \$129.00 per ton, OCC at \$112.00 per ton, OCC direct to bale clean at \$28.00 per ton and Mixed Paper at \$116.00 per ton.

WHEREAS, the parties are entering into this agreement pursuant to their respective lawful authorities.

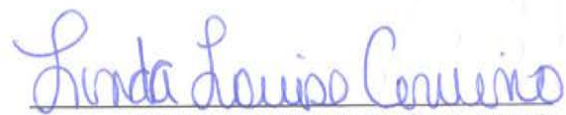
NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Allendale, County of Bergen, State of New Jersey that the Recyclables Delivery Agreement be and is hereby extended until December 31, 2023; and

BE IT FURTHER RESOLVED that this agreement is being awarded pursuant to N.J.S.A. 40A:11-5(1)(s) and 40A:11-5(2); and

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are authorized to sign an extension agreement on behalf of the Borough; and

BE IT FURTHER RESOLVED that the Director of Operations, Municipal Clerk and Chief Financial Officer are authorized to take all appropriate actions so as to implement this Resolution.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

December 5, 2022

Mr. Ari Bernstein, Mayor
Borough of Allendale
500 West Crescent Avenue
Allendale, New Jersey 07401

Re: Amendment to Recyclables Delivery Agreement (RDA) between
Rockland Green and the Borough of Allendale, New Jersey

Dear Mr. Bernstein:

As specified in paragraph 5.1 (B) of the current RDA, we would like to extend the term of said RDA until December 31, 2023. Enclosed herein, for your review and signature is an Amendment to the RDA that leaves all terms of the agreement intact other than extending the term of the agreement until December 31, 2023, as well as providing notice of tip fee rates that will be imposed, anticipated as of March 2023, when Rockland Green's new recycling facility is fully operational.

Thank you for your anticipated cooperation. After receiving the signed Amendment back from your office, we will send you back a fully executed copy of the Amendment for your records.

Sincerely,



Gerard M. Damiani, Jr.
Executive Director

GD:sh

AMENDMENT TO RECYCLABLES DELIVERY AGREEMENT (RDA) BETWEEN
ROCKLAND GREEN AND THE BOROUGH OF ALLENDALE, NEW JERSEY

WHEREAS, an agreement currently exists between Rockland Green and the Borough of Allendale, New Jersey for the delivery of recyclables from the Borough of Allendale, New Jersey to Rockland Green; and

WHEREAS, said agreement is set to expire on December 31, 2022, and is desired to be extended by both parties; therefore be it agreed

THAT, pursuant to Article V, Section 5.1 (B) of the current Recyclables Delivery Agreement, Rockland Green hereby renews said Agreement and all its previous terms, for an additional term that will extend from January 1, 2023, until December 31, 2023; and

THAT Rockland Green will impose the following tip fees, commencing on or about March 2023 when its new plant is fully operational: Commingled Material at \$129.00 per ton, OCC at \$112.00 per ton, OCC direct to bale clean at \$28.00 per ton and Mixed Paper at \$116.00 per ton

IN WITNESS WHEREOF, the parties have caused this Amendment to the Recyclables Delivery Agreement between Rockland Green and the Borough of Allendale, New Jersey to be executed by their duly authorized officers or representatives.

Dated: ~~12/15/22~~ 1/5/2023^{sc.}

Borough of Allendale, NJ

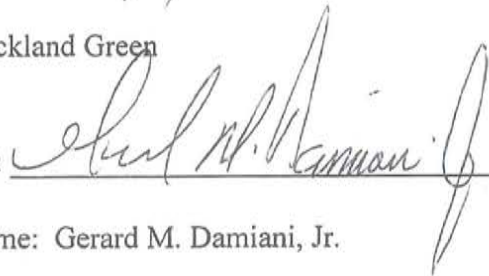
By: 

Name: Amy E. Wilczynski

Title: Mayor

Dated: 12/2/22

Rockland Green

By: 

Name: Gerard M. Damiani, Jr.

Title: Executive Director

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

DATE: 01/05/2023

RESOLUTION# 23-61

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

**AUTHORIZE THE CANCELLATION OF PROPERTY TAX REFUNDS OR
DELINQUENT AMOUNTS OF LESS THAN \$10.00**


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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, hereby authorize the Tax Collector to cancel said tax amounts as deemed necessary.

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-62

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

APPOINTMENT OF CROSSING GUARD, P/T, HOURLY – MAUREEN FISHER

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Maureen Fisher is appointed as a Crossing Guard, P/T, Hourly on a per diem basis at a rate of \$20.00 per hour effective January 1, 2023.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-63

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

**APPROVAL OF 2023 INTERLOCAL SERVICE AGREEMENT -
BOROUGH OF WALDWICK - WALDWICK WELL-BABY CLINIC**

WHEREAS, there is a need for Well Child Services in the Borough of Allendale; and,

WHEREAS, the Waldwick Board of Health is able to provide public health services to Allendale residents with infants and pre-school children, as mandated by the Public Health Council of the State of New Jersey; and

WHEREAS, the Waldwick Board of Health has agreed to provide Well-Baby Services for the 2023 calendar year in the amount of a one-time \$125 administrative fee, payable upon execution of the contract, a \$35 per child per visit fee for examinations and a \$20 per child fee for immunizations only, to be billed directly by the medical provider; and,

WHEREAS, the Chief Financial Officer has certified that there will be sufficient funds available in the 2022 Budget for this contract;

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 the Waldwick Board of Health; and,

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk be and they are hereby authorized to sign said contract.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5 , 2023.


 Linda Louise Cervino, RMC
 Municipal Clerk

Interlocal Service Agreement

WHEREAS, N.J.S.A. 40A:8A-1, known as the "Interlocal Services Act," authorizes agreements between local units for any services which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Borough of Allendale and the Borough of Waldwick, along with their respective Boards of Health, have determined that it is in their best interest to enter into an Interlocal Service Agreement for providing certain services to infant and pre-school children as mandated by the Public Health Council of the State of New Jersey; and

WHEREAS, this Agreement has been duly authorized by appropriate Resolutions of each municipality.

NOW, THEREFORE, the parties hereto, based upon the mutual covenants and considerations herein contained agree as follows:

1. Allendale and Waldwick along with their respective Boards of Health and Governing bodies hereby agree to enter into the within Agreement to provide public health services through the Waldwick Well-Baby Clinic to Allendale residents with infants and pre-school children.
2. Waldwick shall be deemed as the lead agency for purposes of this agreement.
3. Waldwick and its Board of Health shall provide services to include immunizations to pre-school and school age children for protection against disease in accordance with current recommendations of the New Jersey Department of Health; provide important information forms (consent forms) for individual receiving State issued vaccine according to State directives; conferences and examinations of infants and pre-school children with particular emphasis on the medically indigent, based upon the current Department of Health Publication, "Guidelines for the Child Health Conference". Services shall also include all those as may be required as set forth in N.J.A.C. 8:52-5.1 entitled "Recognized Public Health Activities and Minimum Standards of Performance for Local Boards of Health in New Jersey" (Title 8-Chapter 52), New Jersey Administrative Code as revised by the Public Health Council of the New Jersey State Department of Health effective January 1, 1987.
4. The Waldwick Well-Baby Clinic shall provide the foregoing services in accordance with the minimum standards of performance for local Boards of Health in New Jersey as stipulated and mandated by State regulations as set forth in New Jersey Administrative Code, Title 8-Chapter 52, as set forth by the Public Health Council of the New Jersey State Department of Health.

5. In consideration of the services to be performed herein, Allendale shall be assessed **a one-time administrative fee of \$125, payable upon execution of the contract,** a \$35 per child fee for examinations and a \$20 per child fee for immunizations only, to be billed directly by the medical provider.

6. This Agreement shall become effective upon adoption of the respective Resolutions of Allendale and Waldwick and Resolutions of the respective Boards of Health. This Contract shall remain in full force and effect from date of execution until December 31, 2023.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals opposite their respective signatures.

ATTEST:

Linda Cervino Cervino
Linda Cervino
Municipal Clerk

BOROUGH OF ALLENDALE

Amy Frisley
Mayor

ATTEST:

ALLENDALE BOARD OF HEALTH

ATTEST:

Kelley Halewicz, RMC/CMC

BOROUGH OF WALDWICK

Thomas A. Giordano, Mayor

ATTEST:

WALDWICK BOARD OF HEALTH

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

DATE: 01/05/2023

RESOLUTION# 23-64

Council	Motion	Second	Yes	No	Abstain	Absent
Homan	✓		✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

**APPROVAL OF 2023 & 2024 PUBLIC HEALTH SHARED SERVICES
AGREEMENT – BERGEN COUNTY DEPARTMENT OF HEALTH**

WHEREAS, there is a need for professional and technical health services in the Borough of Allendale, and

WHEREAS, the County of Bergen is able to provide health services as mandated by the Public Health Council; and

WHEREAS, the County of Bergen has agreed to provide Public Health Infrastructure; Public Health Officer with Nursing, Health Promotion & Education and Registered Environmental Health Specialist services for a total cost of \$16,878.22; and

WHEREAS, the County of Bergen has agreed to provide Septic/Well services on an “as needed basis” based on the Two-Year Agreement Fee Schedule for the year 2023; and

WHEREAS, the County of Bergen will continue services in 2024 providing Public Health Infrastructure; Public Health Officer with Nursing, Health Promotion & Education and Registered Environmental Health Specialist services not to exceed \$20,000.00; and

WHEREAS, the County of Bergen has agreed to provide Septic/Well services on an “as needed basis” based on the Two-Year Agreement Fee Schedule for the year 2024.

WHEREAS, the Chief Financial Officer has certified that there will be sufficient funds available for this contract included in the 2023 and 2024 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

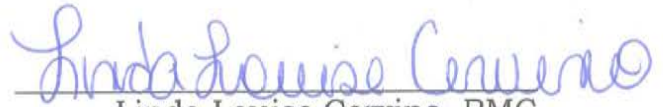
**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 01/05/2023

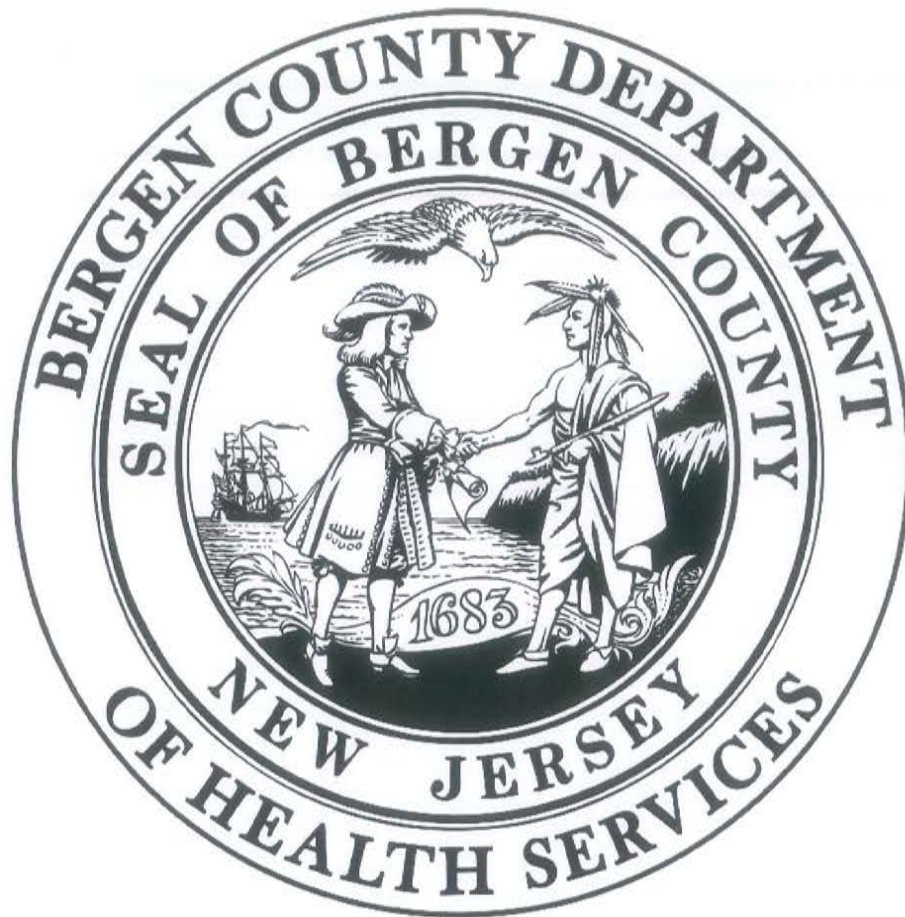
RESOLUTION# 23-64

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk be and they are hereby authorized to sign said contract.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC
Municipal Clerk



**BERGEN COUNTY
DEPARTMENT OF HEALTH SERVICES**

**PUBLIC HEALTH SHARED SERVICES AGREEMENT
with**

Borough of Allendale

Approved by Bergen County Resolution No. _____, dated _____.

Approved by Municipal Resolution No. 23-64, dated 1/5/2023.

CONTENTS

SHARED SERVICE AGREEMENT

MUNICIPAL REQUIREMENTS:

- PUBLIC HEALTH SHARED SERVICE SELECTION
- AGREEMENT TERM
- SELECTION REQUIREMENT
- SIGNATURE REQUIREMENTS

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- Option 1. PUBLIC HEALTH INFRASTRUCTURE ADMINISTRATION AND HEALTH OFFICER COVERAGE GUIDELINES
- PUBLIC HEALTH NURSING SERVICES
 - HEALTH PROMOTION AND EDUCATION SERVICES
 - REGISTERED ENVIRONMENTAL HEALTH SPECIALIST (REHS) SERVICES

Option 2. SEPTIC AND WELL SERVICES

Option 3. ANIMAL CONTROL SERVICES

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AGREEMENT FEE SCHEDULES

- 4 YEAR
- 2 YEAR

CENSUS AND PRICING WORKSHEETS

- MUNICIPALITY CENSUS
- REHS PRICING WORKSHEET INSTRUCTIONS
- REHS BLANK WORKSHEET

ATTACHMENTS:

COUNTY RESOLUTION

MUNICIPALITY RESOLUTION

SHARED SERVICE AGREEMENT

This Shared Services Agreement is made on this 1st day of January 2023 by and between the:

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

Borough of Allendale a municipal corporation of the State of New Jersey, (hereinafter referred to as the "MUNICIPALITY"), located at 500 West Crescent Ave Allendale, NJ 07401-1726;

(Both collectively known as "the Parties").

WITNESSETH:

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 *et seq.*) promotes the broad use of Shared Services to reduce local expenses funded by property tax payers; and

WHEREAS, the Bergen County Department of Health Services (hereinafter, referred to as "BCDHS") coordinates and assures the preservation, protection and promotion of essential public health services and seeks to assist municipalities with their public health obligations for services; and

WHEREAS, MUNICIPALITY desires to contract with the COUNTY for the furnishing of health services of a technical and professional nature by the BCDHS pursuant to the Local Health Services Act (N.J.S.A. 26:3A2-1 *et seq.*), and as further specified herein; and

WHEREAS, MUNICIPALITY adopted Resolution No. 23-64, dated, 1/5/2023, authorizing its designee to enter into this agreement with the Bergen County Department of Health Services for the services set forth herein; and

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions hereinafter set forth, the Parties agree that the COUNTY will provide the MUNICIPALITY with public health services specified herein below and that the MUNICIPALITY will pay to the COUNTY for the specified public health services during the term of this Agreement.

1. Available Bergen County Public Health Services:

The COUNTY will provide one or more of the following public health services modules to the MUNICIPALITY as selected by the MUNICIPALITY. MUNICIPALITY shall enter into this Shared Service Agreement with the COUNTY by selecting one or more of the offered public health services modules. A list of the available modules for the available public health services and a description are included in the Schedule "A" attached hereto and made a part hereof. MUNICIPALITY shall select which services are to be provided by the COUNTY, designating selected services. Available BCDHS services include the following:

- a. Public Health Infrastructure Administration and Health Officer Coverage, including Public Health Nursing, Health Promotion and Education, Registered Environmental Health Specialist Services
- b. Septic and Well Inspection and Monitoring Services.
- c. Animal Control Program Services.

2. Term of Agreement and Termination:

- a. Term: MUNICIPALITY shall select one of two options for length of term: a term of **two (2) years** or a term of **four (4) years**. Both options will begin on January 1, 2023. If this agreement is executed after that date, the cost for that year will be prorated to reflect the shortened term. MUNICIPALITY shall specify the selected modules attached hereto and made a part hereof.
- b. Termination: Either Party to this Agreement shall have the right to terminate this Agreement by providing a Notice of Termination, in writing, to the other Party one hundred and twenty (120) days prior to the termination date of delivery to the other Party.

3. Fees:

- a. MUNICIPALITY agrees to pay fees to the COUNTY in accordance with the fee schedule attached hereto as Schedule "B." The COUNTY will provide MUNICIPALITY with invoices for fixed payments on a semi-annual basis, with MUNICIPALITY required to provide the first payment no later than May 15th covering the months of January through June and a second payment due no later than November 30th covering the months of July through December.
- b. For fees based upon hourly rates or per unit service charges, the COUNTY will provide MUNICIPALITY with invoices three times each year. The first payment from the MUNICIPALITY shall be due no later than June 15th. The second payment shall be due no later than November 30th. The final payment shall be

due no later than February 15th of the subsequent year.

4. COUNTY Obligations:

The COUNTY agrees to provide all public health services selected by MUNICIPALITY as described in Section B.4 Fee Schedules and as selected by MUNICIPALITY.

5. MUNICIPALITY Obligations:

If the MUNICIPALITY selects a BCDHS service requiring notification of health emergency events to any state agency, the MUNICIPALITY'S health staff/contracted vendors shall be responsible for the timely notification and communication of all emergencies, (e.g., communicable disease, disaster information, public health emergencies) and related information directly to the BCDHS Health Officer or designee and comply with any request for written reports by the BCDHS Health Officer in order to assure best practices and consistency and continuity of services.

Similarly, the MUNICIPALITY'S health staff/contracted vendors shall be responsible for communicating (via phone, fax, and/or e-mail), documenting, and reporting to the COUNTY all public health activities conducted by them. They are also required to maintain complete confidentiality on any interventions.

6. Hold Harmless:

The MUNICIPALITY shall defend, indemnify, protect and save harmless the COUNTY and its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of any kind or nature, arising out of, or claimed to arise out of, any act, error or omission of the MUNICIPALITY, its consultants, contractors, agents, servants and employees including, but not limited to, expenditures for investigation, legal defense, settlement and/or judgment. Any health-related function or activity not within the scope of the Health Officer license shall be the sole responsibility of the MUNICIPALITY and the MUNICIPALITY shall indemnify and hold harmless the COUNTY from any such activity.

The MUNICIPALITY shall be responsible for and shall indemnify COUNTY and its employees for all costs, injuries, or damages, suffered by any COUNTY employee while performing his/her duties as a COUNTY employee on behalf of the MUNICIPALITY pursuant to the terms and conditions of this Agreement. This indemnification shall also apply to any damages suffered to any COUNTY property or equipment while in use under the terms and conditions of this Agreement. Any damages or injuries suffered by COUNTY employees or COUNTY property caused solely by the negligence of the COUNTY employee shall be the sole responsibility of the COUNTY.

7. Miscellaneous:

- a. Entire Agreement. This Agreement, including any Schedules, Appendices and Addenda and replaces any and all prior discussions, understandings, representations, statements, negotiations and prior agreements or understandings between the Parties, whether oral or written. 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.
- b. Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such Party, including, without limitation, fire, flood, earthquake, hurricane, tornado, "Acts of God," epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.
- c. General Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, N.J.S.A. 59:1-2 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq. without regard to its conflict of law principles. All disputes arising out of this Agreement shall be resolved in the Courts of the State of New Jersey.
- d. No Waiver. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach waive any succeeding breach of such provision or waive the enforcement of the provision itself.
- e. No Third-Party Beneficiaries. Nothing contained herein shall be construed so as to create rights in any third party
- f. Notices. Notices required or permitted to be given under this Agreement shall be made to the Parties at the following addresses and shall be presumed to have been received by the other Party (i) three (3) days after mailing by the Party when notices are sent by First Class Mail, postage prepaid; (ii) on receipt (if sent via facsimile or electronic mail with a confirmed transmission report/delivery receipt); or (iii) upon receipt (if sent by hand delivery or courier service) as follows:

If to COUNTY:

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

With a copy to:

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

If to the MUNICIPALITY:

CLERK, Borough of Allendale
500 West Crescent Ave
Allendale, NJ 07401-1726

- g. Non-Discrimination. The Services provided by the COUNTY hereunder shall be in compliance with applicable laws prohibiting discrimination on any basis.
- h. Employee Reconciliation. No employees are intended to be transferred from MUNICIPALITY to COUNTY, or from COUNTY to MUNICIPALITY, pursuant to this Agreement, and the COUNTY will not accept transfer of any employees from MUNICIPALITY to COUNTY by virtue of this Agreement. If a reconciliation plan is required by N.J.S.A. 40A:65-11, it shall be MUNICIPALITY's responsibility to prepare such 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 MUNICIPALITY in the preparation and filing of the plan.
- i. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, the objecting Party must request non-binding mediation and the non-objection Party must participate in the mediation. The costs of the mediator shall be borne equally by the Parties. 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.

- j. 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.
- k. Judicial Proceedings. Upon the conclusion of mediation, either Party may commence judicial legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- l. Temporary Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a Party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- m. Payment Pending Dispute. In the event of any dispute as to the amount to be paid, the full amount shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the COUNTY shall forthwith repay the excess.

Instructions: MUNICIPALITY must fill out and return page 9 (Municipal Designation of Selected Public Health Services and Designation of Selected Agreement Term) and page 10 (Signatures) for Agreement to be properly executed.

MUNICIPAL DESIGNATION OF SELECTED PUBLIC HEALTH SERVICES

MUNICIPALITY hereby agrees to retain the COUNTY to perform and provide the following Public Health Services:

- a. PUBLIC HEALTH OFFICER WITH NURSING, HEALTH PROMOTION & EDUCATION, REGISTERED ENVIRONMENTAL HEALTH SPECIALIST SERVICE
- b. SEPTIC/WELL SERVICES
- c. ANIMAL CONTROL

DESIGNATION OF SELECTED AGREEMENT TERM

MUNICIPALITY hereby designates the accepted Agreement Term

FOUR (4) YEAR TIME FRAME AGREEMENT

OR

TWO (2) YEAR TIME FRAME AGREEMENT

SELECTION MUST BE COMPLETED FOR AGREEMENT TO BE PROPERLY EXECUTED.

SIGNATURES:

IN WITNESS WHEREOF, the County of Bergen, and Borough of Allendale have caused this Agreement to be signed and their respective seals to be hereunto affixed, pursuant to duly adopted resolutions of their governing bodies, passed for that purpose.

(PLEASE PLACE MUNICIPALITY SEAL OVER ATTESTING SIGNATURE)

ATTESTING SIGNATURE:

By: Linda Louise Cervino
PRINTED: Linda Louise Cervino
Title: Municipal Clerk
Date: 1/5/2023

MUNICIPALITY AUTHORIZING SIGNATURE:

By: [Signature]
PRINTED: Amy F. Wilczynski
Title: Mayor
Date: ~~12/5/22~~ 1/5/2023
S.C.

ATTESTING SIGNATURE:

By: _____
PRINTED: _____
Title: _____
Date: _____

COUNTY OF BERGEN:

By: _____
James J. Tedesco, III, County Executive
or
Thomas J. Duch, Esq. County Administrator/
County Counsel
Date: _____

SECTION A
AVAILABLE PUBLIC HEALTH SERVICES AND DESCRIPTION

Option 1: PUBLIC HEALTH INFRASTRUCTURE ADMINISTRATION AND HEALTH OFFICER COVERAGE INCLUDING PUBLIC HEALTH NURSING, HEALTH PROMOTION AND EDUCATION, REGISTERED ENVIRONMENTAL HEALTH SPECIALIST SERVICES

PUBLIC HEALTH INFRASTRUCTURE

The MUNICIPALITY shall appoint the BCDHS Health Officer as its Municipal Health Officer. By contracting with the COUNTY for Health Officer and Administrative Services, BCDHS will be the Public Health Agency for the MUNICIPALITY as required by the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52.

The BCDHS Health Officer shall be the enforcement agent of the MUNICIPALITY for the Sanitary Laws of the State and for Ordinances that are appropriately reviewed by the BCDHS Health Officer prior to their effective date and within the scope and purview of the BCDHS Health Officer's license.

The BCDHS Health Officer shall direct and supervise all public health activities and employees engaged in public health activities of the MUNICIPALITY pursuant to N.J.A.C. 8:52.

The BCDHS Health Officer is responsible for coordination and/or administration of Planning, Epidemiology, Nursing, Health Promotion and Education, Registered Environmental Health Specialist (REHS), Communicable Disease Control. BCDHS Health Officer oversight includes oversight of public health services provided by municipal employees, e.g. Public Health Nurse, REHS, Health Promotion and Education which are provided under the Health Officer's license as defined in N.J.A.C. 8:52 et seq. This oversight includes promulgation of best practices, reports as requested, on-site field assessments, and participation in technical/clinical trainings. This oversight shall not include administrative or disciplinary oversight of municipal employees.

In addition, BCDHS Health Officer oversight includes any municipal contracted services which are operated under the Health Officer's license as defined in N.J.A.C. 8:52 et seq.;

All Agreements with the COUNTY for Health Officer services include REHS staff, a Health Promotion and Education Program representative, and Public Health Nursing Oversight, as defined in N.J.A.C. 8:52 et seq.

The COUNTY shall perform the services set forth under Chapter N.J.A.C. 8:52 as listed below. Public Health Officer shall perform, be responsible for and oversee:

- a. Communicable Disease Reportable Surveillance System
- b. School Immunization Auditing
- c. Adult Health Consultation
- d. Nursing Oversight Supervision- Local Health Departments, Public

Health Nurses

- e. Vaccinations
- f. Childhood Blood Lead Case Management
- g. Health Promotion and Education
- h. State mandated public health inspections and investigations

Information about each service covered by the election of Option 1 for Health Officer, Public Health Nursing, Health Promotion & Education, and REHS Services can be found below.

PUBLIC HEALTH NURSING OVERSIGHT

Public Health Nursing activities include childhood elevated blood lead levels, adult wellness programs, school immunization audits and communicable disease prevention, and vaccinations.

Included in Public Health Nursing oversight are the services of specially trained nurses. These professionals work in the field with the local nurse and/or agency nurse assigned, to advise the Board of Health and/or governing body on issues of quality assurance and accountability of services.

- a. Communicable Disease Reportable Surveillance System: Public health nursing services consistent with N.J.A.C. 8:52 et seq.; include participating in Communicable Disease Reporting System, clinical surveillance, case identification and assurance of treatment. Conduct investigations, disseminate and exchange information relative to outbreaks of disease with physicians, hospitals, boards of education and other responsible health agencies as appropriate.
- b. School Immunization Auditing: Assist all schools in implementing and enforcing the immunization requirements contained in Chapter 14 of the State Sanitary Code N.J.A.C. 8:57-4 et seq., by providing immunization services and conducting periodic surveys and annual record audits.
- c. Adult Health Consultation Program: Adult consultation hours are established by mutual agreement with the MUNICIPALITY. Services include: health history evaluation; blood pressure measurement; height and weight measurement; referral and follow-up; and confidential consultation with a Public Health Nurse.

- d. Nursing Oversight Supervision: Whether the MUNICIPALITY chooses to provide their own municipal nurse for public health nursing functions, BCDHS will include nursing service as well as assistance with care plans, communicable disease reporting and investigation, and on-site meetings.

If MUNICIPALITY or local Board of Health contracts with a nursing agency, contracted vendor or employs a municipal nurse, it is the responsibility of the local Board of Health to ensure that the vendor or employee provide all public health nursing services as articulated in N.J.A.C. 8:52 et seq. including all of the oversight noted in the above paragraph.

Vendor agencies will comply with all public health nursing reporting criteria including Communicable Disease Reporting Surveillance System (CDRSS), monthly activity reports, and any other reports determined by the Health Officer as necessary to assure compliance with standard public health practice and appropriate communication of health conditions.

- e. Vaccination: BCDHS will assist with vaccinations as needs necessitate within our communities.
- f. Childhood Lead: The BCDHS shall provide case management oversight to all children and their families with high levels of lead. Will provide education in nutrition, preventive measures, exposure, effects of lead in blood and treatment.

Public Health nursing is practiced under the Bergen County Health Officer license; therefore, any vendor or employee shall submit reports as requested by the Health Officer, BCDHS Director of Nursing, or his/her designee and be subject to monitoring and review by the Health Officer and or their designee to ensure appropriate and comprehensive public health services. Any vendor contract or job description for public health nursing will be reviewed by the Health Officer to ensure an appropriate level and scope of service.

HEALTH PROMOTION AND EDUCATION SERVICES

All agreements with the County of Bergen for Health Officer Services also include Health Promotion and Education, as defined in N.J.A.C. 8:52 et seq. This service includes any combination of Health Promotion and Education and related activities which are designed to facilitate behavioral and environmental adaptations to protect or improve health using audio, visual, and print materials to support program initiatives.

- g. The Health Promotion and Health Education service shall provide a comprehensive health promotion and education program which is overseen by a Health Education team. All services provided will be in accordance with N.J.A.C 8:52-3.2 (a).

The Office of Health Promotion and Education offers numerous science-based educational programs to improve the quality of life by promoting nutrition, physical activity, clinical preventive screenings, and creates tools and resources to help individuals make healthy choices.

The Office of Health Promotion and Education will visit the local health department office to communicate current public health issues being addressed by the Department of Health Services. Health education programs are then prepared and conducted by Certified Health Education Specialists (CHES) on these topics. The COUNTY health programs on these local health issues and concerns are available to residents for in-person and virtual presentation, at community events and in coordination with community organizations and school programs. Programs are supported by health education literature and program materials. In addition to current public health issues, a variety of on-going, reoccurring issues and reinforcement for general populous topics.

Assistance with health promotion resources and consultation with a health educator upon request. Health resources, including online sources, are made available to all residents.

Response to public health emergencies in the form of health education literature and/or press releases are also available.

REGISTERED ENVIRONMENTAL HEALTH SPECIALIST (REHS) SERVICES

A team of licensed REHS' shall be provided to the MUNICIPALITY. These teams shall perform all State mandated public health inspections and investigations as set forth in the State Sanitary Code. This includes coverage for all reported public health related emergencies 24/7, 365 days per year. Enforcement actions taken by the COUNTY for violations of public health regulations that require a municipal court appearance shall be attended by REHS. The Health Officer or his/her designee shall attend Board of Health meetings held by the MUNICIPALITY.

- h. REHS oversight services include consultations and trainings with the local REHS and other public health municipal employees. These trainings will provide educational opportunities, quality assurance, and accountability of services.

The COUNTY shall inspect on behalf of the MUNICIPALITY delegated facilities regulated by the State Sanitary Code and other relevant State public health laws and codes. REHS services shall be limited to conducting public health compliance and enforcement (C&E) inspections of regulated facilities. The frequency and number of all C&E inspections performed shall be at the sole discretion of the Health Officer or his/her designee.

REHS public health compliance and enforcement inspections shall be limited to the following:

- a. Sanitary Operation of Kennels, Pet Shops, Shelters, and Pounds (N.J.A.C. 8:23A-1.1 through 1.12)
- b. Sanitation in Retail Food Establishments and Food and Beverage Vending Machines (N.J.A.C. 8:24)
- c. New Jersey Youth Camp Safety Standards (N.J.A.C. 8:25)
- d. Public Recreational Bathing (N.J.A.C. 8:26)
- e. Body Art Procedures (N.J.A.C. 8:27)
- f. Tanning Facilities (N.J.A.C. 8:28)
- g. Child Care Centers (N.J.A.C. 10:122-5.2; 7.7; 7.8)

The COUNTY shall investigate all reports of public health nuisances and complaints, animal bites, investigate foodborne, airborne, waterborne, and other suspected disease outbreaks as required by N.J.A.C. 8:52.

Public health investigations shall be limited to the following:

- a. Animal bites (N.J.S.A. 26:4-82; 83; 84; 85)
- b. Public Health Nuisance Code ordinances
- c. Public health complaints
- d. Reportable foodborne illness and suspected disease outbreaks

The COUNTY shall provide the MUNICIPALITY with report(s) related to any public health inspection(s) or investigation(s) conducted herein. The Municipality shall be solely responsible for maintaining files for these reports in accordance with all applicable laws and regulations. Upon request, the MUNICIPALITY shall immediately provide the COUNTY with a courtesy copy of any and all files pertaining to public health inspection(s) and/or investigation(s).

State Sanitary Code inspection and investigation services are practiced under the Health Officer's license; therefore, any contracted REHS vendor or municipal employee shall submit reports as requested by the Health Officer or his/her designee and are subject to monitoring and review by the Health Officer or his/her designee to ensure appropriate and comprehensive public health services are being provided to the MUNICIPALITY.

SECTION A
AVAILABLE PUBLIC HEALTH SERVICES AND DESCRIPTION

Option 2: SEPTIC AND WELL SERVICES

The MUNICIPALITY shall pay the COUNTY an hourly rate for all septic and well service(s) rendered. Hourly rates for Septic and Well services are contained in Section B.5.

COUNTY Services included:

- a. Septic system plan reviews
- b. On-site soil evaluations (septic systems)
- c. Septic system inspections
- d. Septic system complaint investigations
- e. Realty transfer reviews (septic systems)
- f. File reviews – building department applications (septic systems)
- g. Well plan reviews
- h. Well inspections
- i. Well permit reviews
- j. Well records reviews
- k. Analytical laboratory and PwTA report reviews
- l. Legal actions
- m. Consultations – septic and well (public/contractors/private)

SECTION A
AVAILABLE PUBLIC HEALTH SERVICES AND DESCRIPTION

Option 3: ANIMAL CONTROL SERVICES

This Agreement meets the mandatory municipal compliance for Animal Control including applicable sections of N.J.S.A. 4:19, N.J.A.C. 8:23A, N.J.A.C. 8-52 and N.J.A.C. 8:57. Animal Program services will be provided at the Bergen County Animal Shelter and Adoption Center (BCASAC), 100 United Lane, Teterboro, NJ 07608.

Mandated Services: Animal regulatory control compliance:

- a. All stray animal patrol and response done by State Certified Animal Control Officers
- b. Stray animal housing and care
- c. Rabies control including free vaccination clinics
- d. Specimen preparation and arrangement of transportation to NJPHEAL (New Jersey Public Health Environmental and Agricultural Laboratory)
- e. Rabies specimen preparation for testing in human exposure cases
- f. Confinement services for stray and owned animals involved in bite cases
- g. Animal Control related humane euthanasia services
- h. Emergency Veterinarian services for sick or injured domestic stray animals. This practice exceeds the basic care (alleviate pain and suffering) required under N.J.A.C. 8:23A-1.9.

The BCASAC provides comprehensive full-time veterinary care to sick or injured domestic animals entering the shelter at no additional cost to the MUNICIPALITY.

COUNTY Animal Control Services included with this Agreement:

- a. Animal control officer available 24/7, 365 days per year
- b. Impoundment of stray domestic animals not limited to public property
- c. Animal mobile adoption/community education services
- d. Rabies vaccination clinic/ State rabies vaccine distribution program
- e. Wildlife rescue including injured animals and orphaned juveniles
- f. Electronic records maintained for lost and found animals
- g. Emergency management when disaster response is requested
- h. Comprehensive follow up for rabies control and human exposure, including County REHS staff, County nursing staff, and County Health Officer
- i. Dead on Arrival (DOA) carcass removal from all municipal public areas
- j. Deer carcass removal from all public and private property at no additional cost to residents
- k. Comprehensive feral cat trap, neuter and release (TNR) program subject to locally managed feral cat colonies.

Resident Services Available: (fee based, visit www.co.bergen.nj.us)

- a. Respite animal housing and care in cases of eviction, hospitalization, incarceration, limited to 10 days and subject to availability
- b. Surrender of domestic animals, subject to availability
- c. Reclaim: Pet retrieval by owner (with appropriate documentation)
- d. Impoundment of domestic animals per State regulations, Humane Law Enforcement Officer (HLEO) authorization/charges, and/or court ordered
- e. Low-cost routine vaccinations (cats and dogs), as availability permits
- f. Pet Microchipping (cats and dogs)
- g. Proper and legal disposition of remains of deceased animals
- h. Limited services for wildlife assistance on private property: typically, a single animal within a garage, yard or accessible living area of the home. Residents with infestation of rodents, bees, squirrels, raccoons, etc., will need to contract with a private pest control company. The ACO reserves the right to evaluate the situation to determine if it is within the scope of services.

Service Availability / Hours of Operation:

The BCASAC is open to the public in excess of the state minimum of two (2) hours per day. Residents seeking adoption or reclaim information should be directed to the Bergen County Animal Shelter and Adoption Center, 100 United Lane, Teterboro, NJ, (201) 229-4600.

Animal Control staff is available 24 hours per day / seven (7) days a week. All requests for immediate Animal Control Officer Response should be routed through the municipal Police Department to the Bergen County Public Safety Dispatch Center (201-785-8505). Non-emergency requests and resident inquiries should be directed to the COUNTY Animal Control division's office at (201) 229-4616.

Deer Carcass Removal:

- a. County and Municipal Roads, Private Property: COUNTY will provide deer carcass removal service on all County, Municipal and private properties within the MUNICIPALITY. The carcasses shall be removed by a NJDEP licensed transporter within 72 business hours and taken to a disposal facility licensed to receive carcasses. Requests for this service are initiated by the municipal police department by sending a completed deer carcass removal form to Animal Control at deercarcassremoval@co.bergen.nj.us. Those municipalities not contracting for Animal Control Services with the BCDHS will have to secure their own agreement for deer carcass removal on municipal roads.
Note: this form can be obtained by emailing a request to deercarcassremoval@co.bergen.nj.us.
- b. State Roads: Deer carcass removal from state roads within the municipality must be arranged through the N.J. D.O.T. by fax at (609) 588-2511, by phone at 1-609-588-6211, or via the website at: <http://www.state.nj.us/transportation/commuter/potholeform.shtm>

Handling of Strays: Strays are accepted from MUNICIPALITY, regardless of whether they are brought into the Animal Shelter facility by the Animal Control Officer or the public. They may be dropped off during normal Animal Shelter hours.

Wildlife: Animal Control will provide educational guidance to residents for wildlife/pest control concerns on private property. Services beyond the scope of the capabilities of the animal control services shall be referred to private vendors at the choice of the owner.

Adoption: All animals are evaluated, medically and behaviorally, for adoption or rescue placement. Bergen County has adopted a no-kill resolution committed to not euthanizing animals due to lack of space, breed, age, and length of stay or cost of treatment. Comprehensive efforts are made to provide for the adoption of all eligible animals. All adoption and reclaims are handled at the Bergen County Animal Shelter and Adoption Center, 100 United Lane, Teterboro, NJ 07608. Special hours have been designated for adoption and are listed on the website: <http://www.co.bergen.nj.us/shelter>

Field Operations: The Bergen County Department of Health Services is approved and registered by the NJ Department of Environmental Protection (NJDEP) to collect, transport and dispose of solid waste (animal carcasses) N.J.A.C. 7:26-3.2(a) and N.J.A.C. 7:26-3.2 (a)2.

Animal Control maintains fully equipped, temperature-controlled, State compliant vehicles; N.J.A.C. 8:23 A-1.12 All BCDHS Animal Control vehicles display the required NJDEP decal, the NJDEP Solid Waste Registration and carry the required Registration Certificate in the vehicle cab N.J.A.C. 7:26-3.4 (h). Each animal control officer carries a cell phone and police radio for immediate consultation. During all hours, Municipal Police or Health Department officials, using the County Communication System at (201) 785-8505, may reach an Animal Control Officer to expedite response time.

**SCHEDULE B
AGREEMENT FEE SCHEDULE**

MUNICIPALITY agrees to pay fees required for the optional services selected by the MUNICIPALITY. These fees include charges based on the population of a MUNICIPALITY, fees charged on the number of establishments within MUNICIPALITY, fees based on the number of required inspections and fees based on the amount of time expended by employees of the MUNICIPALITY. Specific fees for Health Services Options and for specific services included in a selected option are set forth in a Fee Schedule attached hereto. Fees set forth in the Schedule are applied in the following manner:

Option 1. PUBLIC HEALTH OFFICER WITH NURSING, HEALTH PROMOTION AND EDUCATION, REGISTERED ENVIRONMENTAL HEALTH SPECIALIST SERVICES

MUNICIPALITY agrees to provide financial compensation to the COUNTY for Public Health Officer, Public Health Nursing oversight and Health Promotion and Education on a per resident basis, as set forth in the attached payment fee schedule rate scale, based on the 2020 US Census report. Required Public Health Officer, Nursing and Health Promotion and Education set forth on the fee schedule are payable as outlined in the 2 and 4 year fee schedule attachments for such services. MUNICIPALITY agrees to pay percentage increases in the schedule for subsequent agreement years as set forth on the attached fee schedule.

If the population of the MUNICIPALITY is less than 5,000 residents, the MUNICIPALITY agrees to pay percentage increases in the flat fee charge for subsequent Agreement years as set forth on the attached fee schedule.

Required Registered Environmental Health Specialist Services set forth on the fee schedule are payable as outlined in the 2 and 4 year fee schedule attachments for REHS services. MUNICIPALITY agrees to pay percentage increases in the schedule for subsequent agreement years as set forth on the attached fee schedule.

Option 2. SEPTIC/WELL SERVICES

Services provided pursuant to this option on an hourly basis for all time expended by any COUNTY employee providing Septic/Well Health Services. The COUNTY shall include a description of the Well/Septic service provided on all invoices requiring hourly payments for this service. Septic/Well Services set forth on the fee schedule are payable as outlined in the 2 and 4 year fee schedule attachments for Septic/Well services. MUNICIPALITY agrees to pay percentage increases in the schedule for subsequent agreement years as set forth on the attached fee schedule

Option 3. ANIMAL CONTROL SERVICES

If the MUNICIPALITY selects the Animal Control Option, MUNICIPALITY shall pay for Animal Control on a per resident basis, as set forth in the attached fee schedule. Animal Control Services set forth on the fee schedule are payable as outlined in the 2 and 4 year fee schedule attachments for Animal Control services. MUNICIPALITY agrees to pay percentage increases in the schedule for subsequent agreement years as set forth on the attached fee schedule.

If the population of the MUNICIPALITY is less than 5,000 residents, MUNICIPALITY agrees to pay percentage increases as set forth in the attached fee schedule for subsequent agreement years as set forth on the attached fee schedule.

SECTION B. AGREEMENT FEE SCHEDULES

4 YEAR AGREEMENT FEE SCHEDULE

SERVICE	2022 - current rates	2023 - 2% increase	2024 1.75% increase	2025 - 1.75% increase	2026 1.5% increase
a. Health Officer (Census Base)	\$1.42	\$1.45	\$1.47	\$1.50	\$1.52
Low Population HO Rate (below 5,000)	\$7,300.00	\$7,446.00	\$7,576.31	\$7,708.89	\$7,824.52
REHS - PER INSPECTION					
Retail Food Establishment Risk 1	\$71.50	\$72.93	\$74.21	\$75.50	\$76.64
Retail Food Establishment Risk 2	\$107.26	\$109.41	\$111.32	\$113.27	\$114.97
Retail Food Establishment Risk 3	\$214.52	\$218.81	\$222.64	\$226.54	\$229.93
Retail Food Establishment Risk 4	\$143.01	\$145.87	\$148.42	\$151.02	\$153.29
Public Recreational Bathing	\$214.52	\$218.81	\$222.64	\$226.54	\$229.93
Child Care Center	\$107.26	\$109.41	\$111.32	\$113.27	\$114.97
Kennel, Pet Shop, Shelter/Pound	\$143.01	\$145.87	\$148.42	\$151.02	\$153.29
Youth Camp	\$143.01	\$145.87	\$148.42	\$151.02	\$153.29
Tanning & Body Art Facility Inspections	\$143.01	\$145.87	\$148.42	\$151.02	\$153.29
REHS - ANNUAL FEE					
Complaints	\$143.01	\$145.87	\$148.42	\$151.02	\$153.29
Animal Bites	\$178.78	\$182.36	\$185.55	\$188.79	\$191.63
REHS - FLAT RATE FEE					
Administration Fee	\$3,575.00	\$3,646.50	\$3,710.31	\$3,775.24	\$3,831.87
Disease	\$391.18	\$399.00	\$405.99	\$413.09	\$419.29
RFE Plan Reviews	\$391.18	\$399.00	\$405.99	\$413.09	\$419.29
Temporary Food Event	\$391.18	\$399.00	\$405.99	\$413.09	\$419.29
b. Septic/Well (Hourly Base)	\$77.86	\$79.42	\$80.81	\$82.22	\$83.45
c. Animal Control (Census Base)	\$1.52	\$1.55	\$1.58	\$1.61	\$1.63

2 YEAR AGREEMENT FEE SCHEDULE

Renewal thereafter will continue with a 2% annual increase

SERVICE	2022 - current rates	2023 - 2% increase	2024 2.5% increase
a. Health Officer (Census Base)	\$1.42 <i>845</i>	\$1.45	\$1.48
Low Population HO Rate (below 5,000)	\$7,300.00	\$7,446.00	\$7,632.15
REHS -PER INSPECTION			
Retail Food Establishment Risk 1	\$71.50	\$72.93	\$74.75
Retail Food Establishment Risk 2	\$107.26	\$109.41	\$112.14
Retail Food Establishment Risk 3	\$214.52	\$218.81	\$224.28
Retail Food Establishment Risk 4	\$143.01	\$145.87	\$149.52
Public Recreational Bathing	\$214.52	\$218.81	\$224.28
Child Care Center	\$107.26	\$109.41	\$112.14
Kennel, Pet Shop, Shelter/Pound	\$143.01	\$145.87	\$149.52
Youth Camp	\$143.01	\$145.87	\$149.52
Tanning & Body Art Facility Inspections	\$143.01	\$145.87	\$149.52
REHS - ANNUAL FEE			
Public Health Nuisance Complaints	\$143.01	\$145.87	\$149.52
Animal Bites	\$178.78	\$182.36	\$186.91
REHS - FLAT RATE FEE			
Administration Fee	\$3,575.00	\$3,646.50	\$3,737.66
Foodborne & Communicable Disease	\$391.18	\$399.00	\$408.98
RFE Plan Reviews	\$391.18	\$399.00	\$408.98
Temporary Food Event	\$391.18	\$399.00	\$408.98
b. Septic/Well (Hourly Base)	\$77.86	\$79.42	\$81.40
c. Animal Control (Census Base)	\$1.52	\$1.55	\$1.59

MUNICIPALITY CENSUS

Municipalities	2010 Census per US Census Report	2020 Census per US Census Report	INCREASE/ DECREASE
Bergen County			
Allendale Borough	6,505	6,848 ✓	5.27%
Alpine Borough	1,849	1,762	-4.71%
Bergenfield Borough	26,764	28,321	5.82%
Bogota Borough	8,187	8,778	7.22%
Carlstadt Borough	6,127	6,372	4.00%
Cliffside Park Borough	23,594	25,693	8.90%
Closter Borough	8,373	8,594	2.64%
Cresskill Borough	8,573	9,155	6.79%
Demarest Borough	4,881	4,981	2.05%
Dumont Borough	17,479	17,863	2.20%
East Rutherford Borough	8,913	10,022	12.44%
Edgewater Borough	11,513	14,336	24.52%
Elmwood Park Borough	19,403	21,422	10.41%
Emerson Borough	7,401	7,290	-1.50%
Englewood, City	27,147	29,308	7.96%
Englewood Cliffs Borough	5,281	5,342	1.16%
Fair Lawn Borough	32,457	34,927	7.61%
Fairview Borough	13,835	15,025	8.60%
Fort Lee Borough	35,345	40,191	13.71%
Franklin Lakes Borough	10,590	11,079	4.62%
Garfield city	30,487	32,655	7.11%
Glen Rock Borough	11,601	12,133	4.59%
Hackensack, City	43,010	46,030	7.02%
Harrington Park Borough	4,664	4,741	1.65%
Hasbrouck Heights Borough	11,842	12,125	2.39%
Haworth Borough	3,382	3,343	-1.15%
Hillsdale Borough	10,219	10,143	-0.74%
Ho-Ho-Kus Borough	4,078	4,258	4.41%
Leonia Borough	8,937	9,304	4.11%
Little Ferry Borough	10,626	10,987	3.40%
Lodi Borough	24,136	26,206	8.58%
Lyndhurst Township	20,554	22,519	9.56%
Mahwah Township	25,890	25,487	-1.56%
Maywood Borough	9,555	10,080	5.49%
Midland Park Borough	7,128	7,014	-1.60%
Montvale Borough	7,844	8,436	7.55%
Moonachie Borough	2,708	3,133	15.69%

MUNICIPALITY CENSUS

Municipalities	2010 Census per US Census Report	2020 Census per US Census Report	INCREASE/ DECREASE
Bergen County			
New Milford Borough	16,341	16,923	3.56%
North Arlington Borough	15,392	16,457	6.92%
Northvale Borough	4,640	4,761	2.61%
Norwood Borough	5,711	5,641	-1.23%
Oakland Borough	12,754	12,748	-0.05%
Old Tappan Borough	5,750	5,888	2.40%
Oradell Borough	7,978	8,244	3.33%
Palisades Park Borough	19,622	20,292	3.41%
Paramus Borough	26,342	26,698	1.35%
Park Ridge Borough	8,645	8,883	2.75%
Ramsey Borough	14,473	14,798	2.25%
Ridgefield Borough	11,032	11,501	4.25%
Ridgefield Park Village	12,729	13,224	3.89%
Ridgewood Village	24,958	25,979	4.09%
River Edge Borough	11,340	12,049	6.25%
River Vale Township	9,659	9,909	2.59%
Rochelle Park Township	5,530	5,814	5.14%
Rockleigh Borough	531	407	-23.35%
Rutherford Borough	18,061	18,834	4.28%
Saddle Brook Township	13,659	14,294	4.65%
Saddle River Borough	3,152	3,372	6.98%
South Hackensack Township	2,378	2,701	13.58%
Teaneck Township	39,776	41,246	3.70%
Tenafly Borough	14,488	15,409	6.36%
Teterboro Borough	67	61	-8.96%
Upper Saddle River Borough	8,208	8,353	1.77%
Waldwick Borough	9,625	10,058	4.50%
Wallington Borough	11,335	11,868	4.70%
Washington Township	9,102	9,285	2.01%
Westwood Borough	10,908	11,282	3.43%
Woodcliff Lake Borough	5,730	6,128	6.95%
Wood-Ridge Borough	7,626	10,137	32.93%
Wyckoff Township	16,696	16,585	-0.66%
TOTAL	905,116	955,732	5.59%
Out of BERGEN COUNTY			
East Newark	2406	2594	7.81%
Harrison	13620	19450	42.80%
Kearny	40684	41999	3.23%
TOTAL	56710	64043	12.93%

REHS Pricing Worksheet Instructions

Enclosed is a pricing worksheet to help you in determining the anticipated yearly cost to contract for *Direct Registered Environmental Health Specialist (REHS) Services Coverage* with the Bergen County Department of Health Services.

The information required to complete this pricing worksheet can be obtained from your local licensing department or local Board of Health. All businesses and facilities located within your municipality listed below are required to be licensed.

REHS – PER INSPECTION FEES

Retail Food Establishment Inspections (RFE)

- *Risk Type 1 RFEs* require one (1) inspection per year. Multiply the total number of licensed *Risk Type 1* establishments located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.
- *Risk Type 2 RFEs* require one (1) inspection per year. Multiply the total number of licensed *Risk Type 2* establishments located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.
- *Risk Type 3 RFEs* require two (2) inspections per year. Multiply the total number of licensed *Risk Type 3* establishments located within your municipality by two (2). This total is the amount of inspections to be used on the pricing worksheet.
- *Risk Type 4 RFEs* require two (2) inspections per year. Multiply the total number of licensed *Risk Type 4* establishments located within your municipality by two (2). This total is the amount of inspections to be used on the pricing worksheet.

Public Recreational Bathing Inspections

- *Public Recreational Bathing* facilities require two (2) inspections per year. Multiply the total number of licensed *Public Recreational Bathing* facilities located within your municipality by two (2). This total is the amount of inspections to be used on the pricing worksheet.

Child Care Center Inspections

- *Child Care Centers* require one (1) inspection per year. Multiply the total number of licensed *Child Care Centers* located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.

Kennel, Pet Shop, Shelter/Pound Inspections

- *Kennels, Pet Shops, Shelters/Pounds* require one (1) inspection per year. Multiply the total number of licensed *Kennel, Pet Shop, Shelter/Pound* facilities located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.

Youth Camp Inspections

- *Youth Camps* require one (1) pre-operational inspection per year. Multiply the number of New Jersey State licensed *Youth Camps* located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.

Tanning & Body Art Facility Inspections

- *Tanning & Body Art* facilities require one (1) inspection per year. Multiply the total number of licensed Tanning & Body Art facilities located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.

REHS – ANNUAL FEES

Public Health Nuisance Complaints

- Take the previous 2-year average of the total amount of *Public Health Nuisance Complaint* investigations reported. This total is the amount of investigations to be used on the pricing worksheet.

Animal Bites

- Take the previous 2-year average of the total amount of *Animal Bites* reported. This total is the amount of investigations to be used on the pricing worksheet.

REHS – FLAT RATE FEES

- Food Borne and Communicable Disease Investigation(s)
- Administration
- Retail Food Establishment Plan Review(s)
- Temporary Food Event(s)

Once the total numbers of inspections and investigations have been determined for each individual category, the totals are to then be multiplied by the fee amounts listed on the worksheet for their respective category. Finally, add the totals for each category together for the *Total Yearly Cost of REHS Contracted Services* for your municipality.

Questions?

Please contact Thomas Longo, Program Coordinator at (201) 634-2783.

REHS Pricing Worksheet:

Retail Food Establishment Inspections (RFE):

		<u>FEE</u>		<u>TOTAL</u>
Risk Type 1: _____ # Facilities x 1= _____	X	_____	=	_____
Risk Type 2: _____ # Facilities x 1= _____	X	_____	=	_____
Risk Type 3: _____ # Facilities x 2= _____	X	_____	=	_____
Risk Type 4: _____ # Facilities x 2= _____	X	_____	=	_____

Temporary Food Event Inspections

Yearly Flat Rate		_____	=	_____
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RFE Plan Reviews

Yearly Flat Rate		_____	=	_____
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Public Recreational Bathing Inspections

_____ # Facilities x 2= _____	X	_____	=	_____
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Child Care Center Inspections

_____ # Facilities x 1= _____	X	_____	=	_____
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Kennel, Pet Shop, Shelter/Pound Inspections

_____ # Facilities x 1= _____	X	_____	=	_____
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Youth Camp Inspections

_____ # Facilities x 1= _____	X	_____	=	_____
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Tanning & Body Art Facility Inspections

____ # Facilities x 1= ____ X _____ = _____

Public Health Nuisance Complaints (2-year average)

____ # Investigations X _____ = _____

Animal Bites (2-year average)

____ # Investigations X _____ = _____

Foodborne & Communicable Disease Investigations

Yearly Flat Rate _____ = _____

Administration (Court, Board Meetings, OPRA Review, etc.)

Yearly Flat Rate _____ = _____

Total Estimated Yearly Cost of REHS Contracted Services = \$ _____

2023 Pricing Worksheet:

Allendale

Retail Food Establishment Inspections (RFE):

Risk Type 1:	4 Inspections	X	\$72.93	=	\$291.72
Risk Type 2:	9 Inspections	X	\$109.41	=	\$984.69
Risk Type 3:	26 Inspections	X	\$218.81	=	\$5,689.06
Risk Type 4:	4 Inspections	X	\$145.87	=	\$583.48

Temporary Food Event Inspections

Yearly Flat Rate				=	\$399.00
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RFE Plan Reviews

Yearly Flat Rate				=	\$399.00
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Public Recreational Bathing Inspections

4 Inspections		X	\$218.81	=	\$875.24
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Child Care Center Inspections

3 Inspections		X	\$109.41	=	\$328.23
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Kennel, Pet Shop, Shelter/Pound Inspections

0 Inspections		X	\$145.87	=	\$0.00
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Youth Camp Inspections

0 Inspections		X	\$145.87	=	\$0.00
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Tanning & Body Art Facility Inspections

0 Inspections		X	\$145.87	=	\$0.00
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Public Health Nuisance Complaints (2-year average)

10 Investigations		X	\$145.87	=	\$1,458.70
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Animal Bites (2-year average)

10 Investigations		X	\$182.36	=	\$1,823.60
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Foodborne & Communicable Disease Investigations

Yearly Flat Rate				=	\$399.00
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Administration (Court, Board Meetings, OPRA, etc.)

50 Administrative Hours		X	\$72.93	=	\$3,646.50
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Total Yearly Cost of REHS Contracted Services				=	\$16,878.22
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**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 01/05/2023

RESOLUTION# 23-65

Council	Motion	Second	Yes	No	Abstain	Absent
Homan		✓	✓			
Lovisolo			✓			
O'Connell			✓			
O'Toole	✓		✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

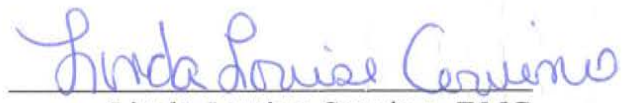
Carried Defeated Tabled

Approved on Consent Agenda

**AUTHORIZATION TO HIRE POLICE OFFICER
JOHN RUBINO III**

BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, upon recommendation of the Chief of Police and the Public Safety Committee that John Rubino III is hereby appointed as a Police Officer Recruit of the Allendale Police Department effective January 1, 2023, at the annual salary of \$42,793 in accordance with PBA Local 217 contract.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/05/2023

RESOLUTION# 23-66

Council	Motion	Second	Yes	No	Abstain	Absent
Homan			✓			
Lovisolo			✓			
O'Connell		✓	✓			
O'Toole	✓		✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

Carried Defeated Tabled

Approved on Consent Agenda

**AUTHORIZATION TO HIRE POLICE OFFICER
MARK DUNN, JR.**

BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, upon recommendation of the Chief of Police and the Public Safety Committee that Mark Dunn, Jr. is hereby appointed as a Police Officer Recruit of the Allendale Police Department effective January 1, 2023, at the annual salary of \$42,793 in accordance with PBA Local 217 contract.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

Linda Louise Cervino, RMC
Municipal Clerk