

Mayor and Council of the Borough of Allendale
Regular Session Meeting Minutes
September 8, 2022 – 8:00 p.m.

A Regular Session 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 September 8, 2022. The meeting was called to order at 8:00 pm by Mayor Bernstein who welcomed everyone who is joining the meeting in the audience and on Zoom Webinar. He reminded the public to mute their devices so as not to distract from the business of the meeting. Mayor Bernstein advised the public that they would have two opportunities for those present to speak during this meeting and he will advise you at the appropriate time.

Mayor Bernstein asked that 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 September 6, 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: Mayor Bernstein led the salute to the flag.

ROLL CALL:

PRESENT: Councilmembers Susanne Lovisolo, Steve Sasso and Amy Wilczynski, and Mayor Bernstein

ABSENT: Councilmembers Liz Homan, Ed O'Connell and Matthew O'Toole

ALSO PRESENT: Raymond Wiss, Borough Attorney
Linda Louise Cervino, Municipal Clerk
Ron Kistner, Director of Operations/Administrative Officer
Michael Dillon, Chief of Police
Tyler Yaccarino, Webmaster and IT

PUBLIC COMMENT ON AGENDA ITEMS:

James Thomas, 30 Arlington Avenue, Allendale. Mr. Thomas stated that Ordinance 22-13 is on the agenda tonight. He asked if that means that the suggestions that were put before the mayor and council about six weeks ago had no merit in your thinking. Mayor Bernstein said, no. It doesn't mean that. We listened to you, so I wouldn't say what you said had no merit. Mr. Thomas said, obviously, it was not adopted.

Ray Wiss, Borough Attorney, stated his understanding was that the modification is a part of this ordinance based upon the change from what included a municipal component to a community facility. That it was the intention of the borough to continue to proceed along those lines and not to divest itself of the forward lot at 220.

Mayor and Council of the Borough of Allendale
Regular Session Meeting Minutes
September 8, 2022 – 8:00 p.m.

Mr. Wiss further states that he thinks, to the mayor's point, your points were noted, but I don't think that it changed the direction that the borough intended to go and I think that's the reason why this is on for second reading.

Mr. Thomas asked the mayor if he would permit him to make a statement to the members of the council on this point tonight. Borough Attorney, Wiss, said, yes, he would be making it under the other portion so I don't see any reason why not to.

Mr. Thomas read his statement:

Councilpersons, by accepting Hampshire's letter of intent on the reconstruction project, your agents committed 3.5 million dollars of future borough funds to a building of unspecified size, shape, form and appearance. I have contended here before that was a legal plunder on our part and an unwarranted profit grab by Hampshire. The deal was confirmed in December of 2018 when former Mayor White signed a contract which said the building would be 15,000 square feet. Hampshire would spend our three million and a half on it and the borough would come up with more in needed. That contract also provided the very interesting fact that the municipal building would remain under ownership of Hampshire and the borough would simply occupy a part as their borough hall. Eighteen months later, in July of 2020, Hampshire, citing poor business conditions and the virus, unilaterally and arbitrarily revised the whole plan to its favor.

One change, which went unnoticed, was the reduction and the size of the new municipal building from 15,000 square feet to 10,000 square feet. Still, Hampshire would spend three and a half million dollars of the borough's money and Attorney Wiss and Mayor Bernstein did not object to that. When ownership of the new building was finally granted to the borough upon completion, the developers locked in the 3.5 million in an escrow agreement which releases our money to Hampshire as construction occurs. It makes no difference to the developer whether it is to a town hall, a gymnasium, senior apartments or even public toilets. Subsequently, the square foot cost of construction as projected by Hampshire rose to a level which made a new town hall of any size simply out of reach.

Your fiduciary prompted you to cancel the new municipal building and that was the correct action. At that point, Attorney Wiss, with the aid of lawyers, engineers and consultants, to whom you have already paid a half of a million dollars, should have negotiated the steps that were proposed here six weeks ago. They are without any question in the best interest of both parties. Apparently, they have not done that. Instead, you intend to have Hampshire build a smaller, nonessential structure with the borough's 3.5 million dollars consumed at the ballooning rates that you have already found intolerable. That simply is senseless. It is fiscal responsibility be damned.

**Mayor and Council of the Borough of Allendale
Regular Session Meeting Minutes
September 8, 2022 – 8:00 p.m.**

Members of council, this evening you should table the resolution and direct your attorney to negotiate the elimination of a borough building from the project and the release of the borough's funds from escrow. You can then build a proper civic or sports center or whatever on borough property as you desire. Thank you.

Mayor Bernstein said I'm not going to address your points specifically, but I am going to say that your understandings of the facts are incorrect.

Borough Attorney, Ray Wiss, said this is public portion with respect to matters on the agenda. I would suggest to the governing body that corrections to the record can be made after public portion is closed.

No one else from the public came forward.

SECOND READING AND PUBLIC HEARING FOR ORDINANCES:

The Municipal Clerk read into the record:

The following ordinance published herewith was first read by title only on August 16, 2022 and posted on the bulletin board of the lobby of the municipal building and borough website.

**ORDINANCE 22-13: AN ORDINANCE AMENDING THE REDEVELOPMENT PLAN
FOR CERTAIN PROPERTIES SITUATED ALONG WEST CRESCENT AVENUE**

Public Comments on Ordinance 22-13 - No one else, besides Mr. Thomas, came forward.

Motion by Councilwoman Wilczynski, second by Councilman Sasso, that Ordinance 22-13 be passed on second and final reading and is hereby adopted and notice of same shall be published according to law.

Councilwoman Wilczynski responds to Mr. Thomas's comments.

I would like to state for the record that the statement Mr. Thomas' read with regards to the contract with Hampshire are woefully incorrect and inaccurate. While I have spent considerable time trying to explain the terms, Mr. Thomas still has a misinterpretation of the facts. The \$3.5 million was a value that was negotiated at the time of the sale. It was a negotiation as part of the entire acquisition cost. The Borough determined and negotiated this amount to carve out for a municipal building before we had plans, specs or quotes. It was part of the \$13,250,000 acquisition cost.

Mayor and Council of the Borough of Allendale
Regular Session Meeting Minutes
September 8, 2022 – 8:00 p.m.

By law, the Borough has to go to bids on the project which we intend to do. If we don't want to build a municipal center, we don't have to and the 3.5 would be ours. The municipal center is a much needed space in the community, currently the council chambers is the only space for all our volunteer organizations. If we didn't acquire this space it would developed into 100's of condos similar to our surrounding towns and similar to what all the other bids were when we initially went out to bid on this project.

I would like to thank Mr. Thomas again for stating his concerns. We have an excellent team of professionals, I am confident that all of our negotiations are what is best for the Borough.

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

| | | | |
|------------------------|--------|--------------------------|--------|
| Councilwoman Homan: | absent | Councilman O'Toole: | absent |
| Councilwoman Lovisolo: | aye | Councilman Sasso: | aye |
| Councilman O'Connell: | absent | Councilwoman Wilczynski: | aye |

Before Councilman Sasso placed his vote on the record, he just wanted to say that Mr. Thomas used the word arbitrary. Nothing was done on this project arbitrarily.

(See Ordinance 22-13 attached and made a part hereof)

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 22-213: LEASE AGREEMENTS PERTAINING TO INTERSECTION IMPROVEMENTS OF HILLSIDE AND WEST CRESCENT AVENUE.

RES 22-214: TAX OVERPAYMENTS OF 2ND AND 3RD QUARTERS OF 2022 TAXES.

RES 22-215: PERSON-TO-PERSON LIQUOR LICENSE TRANSFER-PLENARY RETAIL CONSUMPTION LICENSE TO GREYSON ENTERPRISES, LLC, D/B/A THE ALLENDALE HOUSE.

RES 22-216: AWARD Z+ ARCHITECTS, LLC TO PROVIDE ARCHITECTURAL SERVICES FOR BOROUGH OF ALLENDALE COMMUNITY RECREATION CENTER.

Mayor and Council of the Borough of Allendale
Regular Session Meeting Minutes
September 8, 2022 – 8:00 p.m.

- RES 22-217:** APPROVAL OF EXTENSION OF RECYCLABLES DELIVERY AGREEMENT – ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY.
- RES 22-218:** APPOINTMENT OF CROSSING GUARD, F/T, HOURLY – JOSEPH MIRRA.
- RES 22-219:** APPOINTMENT OF CROSSING GUARD, P/T, HOURLY – PER DIEM BASIS - JAIDYN COMER.
- RES 22-220:** AUTHORIZING AND APPROVING A SHARED SERVICES AGREEMENT FOR 9-1-1 COMMUNICATIONS SERVICES WITH THE COUNTY OF BERGEN.
- RES 22-221:** AWARD OF CONTRACT FOR PAVING PROGRAM 2022 BID – D.S. MEYER ENTERPRISES, LLC - \$149,180.39.
- RES 22-222:** SEPTEMBER 8, 2022 BILL LIST.

Motion by Councilman Sasso, second by Councilwoman Lovisolo that the Consent Agenda be and is hereby approved.

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

| | | | |
|------------------------|--------|--------------------------|--------|
| Councilwoman Homan: | absent | Councilman O'Toole: | absent |
| Councilwoman Lovisolo: | aye | Councilman Sasso: | aye |
| Councilman O'Connell: | absent | Councilwoman Wilczynski: | aye |

(See Resolutions 22-213 through 22-222 attached and made a part hereof)

Motion by Councilman Sasso, second by Councilwoman Wilczynski to authorize Councilwoman/Water chairperson, Liz Homan, to execute the operations and management agreement with VEOLIA that will confirm that the fees remain the same as they are now as it was for the year ending July 30, 2022, going forward.

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

| | | | |
|------------------------|--------|--------------------------|--------|
| Councilwoman Homan: | absent | Councilman O'Toole: | absent |
| Councilwoman Lovisolo: | aye | Councilman Sasso: | aye |
| Councilman O'Connell: | absent | Councilwoman Wilczynski: | aye |

UNFINISHED BUSINESS: There was no unfinished business.

NEW BUSINESS: There was no new business.

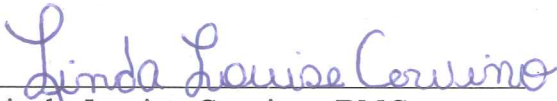
Mayor and Council of the Borough of Allendale
Regular Session Meeting Minutes
September 8, 2022 – 8:00 p.m.

PUBLIC COMMENT: No one came forward.

ADJOURNMENT:

There being no further business to come before the Mayor and Council, on a motion by Councilman Sasso, with second by Councilwoman Wilczynski, and unanimously carried, the Regular Session was adjourned at 8:13 p.m.

Respectfully submitted,



Linda Louise Cervino, RMC
Municipal Clerk

11/17/2022
Date Approved

**BOROUGH OF ALLENDALE
COUNTY OF BERGEN
STATE OF NEW JERSEY**

ORDINANCE 22-13

**AN ORDINANCE AMENDING THE REDEVELOPMENT
PLAN FOR CERTAIN PROPERTIES SITUATED ALONG
WEST CRESCENT AVENUE**

WHEREAS, on March 28, 2019, the Borough of Allendale (the “Borough”), pursuant to Ordinance # 19-03, adopted a Redevelopment Plan (the “Original Redevelopment Plan”) for certain properties situated along West Crescent Avenue in the Borough; and

WHEREAS, on June 30, 2020, the Borough, pursuant to Ordinance #20-11, adopted an Amended Redevelopment Plan (the “Amended Redevelopment Plan”) which modified certain portions of the Original Redevelopment Plan; and

WHEREAS, the Borough has determined that certain modifications to the Amended Redevelopment Plan are required based upon prevailing economic and related considerations; and

WHEREAS, by this Ordinance, the Borough intends to modify and amend the references in the Amended Redevelopment Plan to the municipal facility, or municipal building, or to the municipal building having an office use, to provide that such municipal facility may also be used as a municipal community facility and municipal recreational facility owned by the Borough; and

WHEREAS, the property situated at Block 1005, Lot 20.01, which is located in the Borough’s D-1 Zone District, may have such municipal facility used for community and recreational purposes; and

WHEREAS, as such, the Borough, by this Ordinance, also intends to amend (add) §270-72A.10 of the Borough Code to permit, as an additional permitted use at Block 1005, Lot 20.01, a municipal recreational/community facility; and

WHEREAS, such amendments herein to the Amended Redevelopment Plan adding municipal recreational/community facilities as an additional permitted use is hereby adopted pursuant to the terms of N.J.S.A. 40A:12A-7 of the Redevelopment Law; and

WHEREAS, other than as set forth herein, all recitals and provisions of Ordinance # 19-03, Ordinance #20-4 are readopted and reconfirmed.

NOW, THEREFORE, be it ordained by the Mayor and Council of the Borough of Allendale as follows:

Section 1. The foregoing recitals are incorporated herein as though set forth at length herein.

Section 2. The modifications/amendments set forth hereinabove to the Amended Redevelopment Plan are hereby adopted pursuant to the terms of N.J.S.A. 40A:12A-7 of the Redevelopment Law.

Section 3. § 270.72 of the Borough Code is hereby amended to add § 270.72 A(10) designating a municipal community facility and a municipal recreational facility as permitted uses in the D-1 Zone District, which such facility shall have no less than 3.5 parking spaces on-site for each 1,000 square feet of such constructed facility. Said parking spaces shall be for the exclusive use of such facility. Except as amended, all other provisions of § 270.72 of the Borough Code remain in full force and effect.

Section 4. (a) As used herein, “municipal community facility” shall mean a building, and site improvements related thereto, owned by the Borough and utilized for community and civic events and purposes conducted, authorized, organized, operated, sponsored and/or sanctioned by the Borough for meetings, functions, events and/or gatherings, including but not limited to activities by/for senior citizens of the Borough, activities of civic or social organizations located in the Borough, educational programs, health programs and any other similar civic or community activities.

(b) As used herein, “municipal recreational facility” shall mean a building, and site improvements related thereto, owned by the Borough and utilized for recreational activities, and meetings related thereto, which are conducted, authorized, organized, operated, sponsored and/or sanctioned by the Borough, including but not limited to, sports and athletic activities, games, youth recreational events and/or exercise activities.

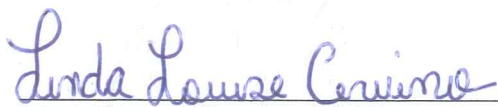
Section 5. If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

Section 6. A copy of this Ordinance shall be available for public inspection at the office of the Borough Clerk during regular business hours.

Section 7. This Ordinance shall be in full force and effect from and after its adoption and any publication as may be required by law.

| | Motion | Second | Yes | No | Abstain | Absent |
|------------|--------|--------|-----|----|---------|--------|
| Homan | | | | | | ✓ |
| Lovisolo | | | ✓ | | | |
| O'Connell | | | | | | ✓ |
| O'Toole | | | | | | ✓ |
| Sasso | | ✓ | ✓ | | | |
| Wilczynski | ✓ | | ✓ | | | |
| Bernstein | ----- | | | | | |

I hereby certify the above to be a true copy of an ordinance adopted by the Governing Body of the Borough of Allendale on September 8, 2022.


 Linda Louise Cervino, RMC
 Municipal Clerk


 Mayor Ari Bernstein

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

DATE: 09/08/2022

RESOLUTION# 22-213

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

Carried Defeated Tabled

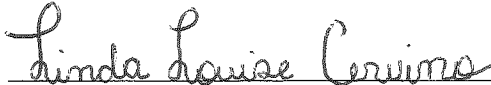
Approved on Consent Agenda

**AUTHORIZATION OF REFUNDS PER LEASE AGREEMENTS
BLOCK 1604, LOT 17 (5 HILLSIDE AVENUE) &
BLOCK 1001, LOT 1 (4 HILLSIDE AVENUE)**

BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that the Chief Financial Officer is hereby authorized to issue the following checks in connection with the Lease Agreements pertaining to Intersection Improvements of Hillside and West Crescent Avenue as follows:

| | |
|---|----------|
| Block 1604, Lot 17, Merchant, John and Teresa | \$632.78 |
| Block 1001, Lot 1, Thompson, James H. and Frances | \$607.73 |

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 8, 2022.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 09/08/2022

RESOLUTION# 22-214

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

Carried Defeated Tabled

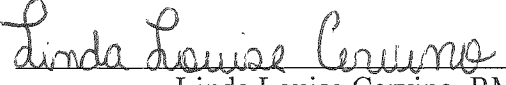
Approved on Consent Agenda

TAX OVERPAYMENTS

BE IT RESOLVED by the Council of the Borough of Allendale that the Tax Collector is hereby authorized to issue the following checks on the properties listed below and charge same to Overpayment of 2nd and 3rd Quarters of 2022 Taxes:

| Block/Lot | Name | Property Location | Amount |
|------------------|--|--------------------------|---------------|
| 504/9 | Corelogic Centralized Refunds PO BOX 9202 Coppell, TX 75019-9214 | 65 Cherokee Avenue | \$5,429.93 |
| 509/2 | Corelogic Centralized Refunds PO BOX 9202 Coppell, TX 75019-9214 | 42 Harreton Road | \$3,898.00 |
| 1805/2 | Corelogic Centralized Refunds PO BOX 9202 Coppell, TX 75019-9214 | 430 Franklin Tpke | \$3,149.11 |
| 2101/1.403 | Corelogic Centralized Refunds PO BOX 9202 Coppell, TX 75019-9214 | 403 Whitney Lane | \$3,182.56 |
| 2204/10 | Corelogic Centralized Refunds PO BOX 9202 Coppell, TX 75019-9214 | 45 New Street | \$2,873.72 |

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 8, 2022.


 Linda Louise Cervino, RMC
 Municipal Clerk

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

DATE: 09/08/2022

RESOLUTION# 22-215

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

Carried Defeated Tabled

Approved on Consent Agenda

PERSON-TO-PERSON LIQUOR LICENSE TRANSFER

WHEREAS, an application has been filed for a Person-to-Person Transfer of Plenary Retail Consumption License Number 0201-33-007-009, heretofore issued to Friends & Family, LLC, Inc. d/b/a Restaurant L for premises located at 9 Franklin Turnpike, Allendale, New Jersey; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the license business;

NOW, THEREFORE, BE IT RESOLVED that the Allendale Mayor and Council does hereby approve the transfer of the aforesaid Plenary Retail Consumption License to Greyson Enterprises, LLC, d/b/a The Allendale House effective September 8, 2022 and does hereby direct the Municipal Clerk to endorse the license certificate to the new ownership as follows: This license, subject to all its terms and conditions, is hereby transferred to Greyson Enterprises, LLC, d/b/a The Allendale House, effective September 8, 2022.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 8, 2022.

Linda Louise Cervino
Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 09/08/2022

RESOLUTION# 22-216

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

Carried Defeated Tabled

Approved on Consent Agenda

**AWARD Z+ ARCHITECTS, LLC TO PROVIDE ARCHITECTURAL SERVICES
FOR BOROUGH OF ALLENDALE COMMUNITY RECREATION CENTER**

WHEREAS, the Borough of Allendale has a need to retain an architect to provide architectural services for the new Borough Community Recreation Center located at 220 West Crescent Avenue, Block 1005, Lot 20; and

WHEREAS, it is not anticipated that the scope and cost of services will exceed Ninety Thousand (\$90,000.00) Dollars; and

WHEREAS, Z + Architects of Allendale, New Jersey, has submitted a proposal dated August 10, 2022; and

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the services will exceed \$17,500 in the calendar year 2022; and,

WHEREAS, that the fee for such services shall be in accordance with the proposal attached hereto; and

WHEREAS, the services set forth herein shall not exceed the sum of \$90,000.00 unless further approved by resolution of the Governing Body, excluding reimbursable expenses, which shall be billed in addition to the base fee in accordance with the proposal aforesaid; and

WHEREAS, Z + Architects, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to a candidate or candidate committee in the Borough of Allendale in the previous one-year, and that this contract will prohibit them from making any reportable contributions through the term of the contract; and

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

DATE: 09/08/2022

RESOLUTION# 22-216

WHEREAS, the governing body of the Borough of Allendale pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Allendale that Michael Scro of Z+ Architects of Allendale, New Jersey is hereby awarded as an Architectural Services Consultant; and

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification, C.271 Political Contribution Disclosure Form, Stockholder Disclosure Form and the Determination of Value for Z+ Architect, LLC be placed on file with this resolution.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are authorized to execute a contract or a proposal with Z+ Architects, LLC for the services to be rendered; and

BE IT FURTHER RESOLVED that this contract is 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 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 September 8, 2022.


Linda Louise Cervino, RMC
Municipal Clerk

Certification of Availability of Funds

This is to certify to the Borough of Allendale that funds for the following resolution will be available in the Capital Budget.

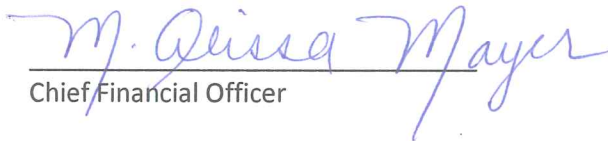
Resolution Date: September 8, 2022

Resolution Number: 22-216

Vendor: Z+ Architects, LLC
240 W. Crescent Ave.
Allendale, NJ 07401

Contract: Architectural Services for Community Recreation Center

Amount: \$90,000


Chief Financial Officer

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

DATE: 09/08/2022

RESOLUTION# 22-217

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

Carried Defeated Tabled

Approved on Consent Agenda

**APPROVAL OF EXTENSION OF 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 determined that the continued delivery of such recyclable materials is beneficial to both parties and wish to enter into a successor agreement; and

WHEREAS, the parties have agreed that all terms of the current Recyclables Delivery Agreement will remain in full force and effect until December 31, 2022; and

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 dated June 14, 2020 be and is hereby extended until December 31, 2022; and

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 09/08/2022

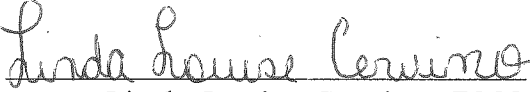
RESOLUTION# 22-217

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 September 8, 2022.


Linda Louise Cervino, RMC
Municipal Clerk

August 9, 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 Mayor 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, 2022. 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, 2022.

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 September 19, 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 September 19, 2022 until December 31, 2022.

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: 9/8/2022

Dated: _____

Borough of Allendale, NJ

Rockland Green

By: 

By: _____

Name: Ari Bernstein

Name: Gerard M Damiani, Jr.

Title: Mayor

Title: Executive Director

BOTTA ANGELI, L.L.C.

COUNSELLORS AT LAW

50 SOUTH FRANKLIN TURNPIKE

RAMSEY, NEW JERSEY 07446

(201) 818-6400

Telefax (201) 818-4090

mail@bottalaw.com

CHRISTOPHER C. BOTTA**

NATALIA R. ANGELI*

RENEE F. MCCASKEY

Please reply to NJ Office

New York Office:

23 Green Street
Suite 302
Huntington, NY 11743

* Also Member NY Bar

+ Also Member DC Bar

August 25, 2022

Via Email Only

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

Re: Borough of Allendale Ordinance 22-13

Dear Ms. Cervino:


This firm serves as Counsel to the Borough of Allendale Land Use Board.

The Borough of Allendale Land Use Board has conducted its statutory review of Ordinance 22-13. Please be advised that at its public meeting on August 24, 2022, the Land Use Board deemed Ordinance 22-13 as presented consistent with the Borough's Master Plan, inclusive of all of its associated elements. The Board makes no further recommendation as to any changes or amendments to the Ordinance.

Thank you. If you have any questions or comments, please feel free to contact me.

Very truly yours,

BOTTA ANGELI, L.L.C.



Christopher C. Botta

CCB/slf

cc: Allendale Land Use Board (via email only)
Raymond Wiss, Esq. (via email only)
Mayor Ari Bernstein (via email only)

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

DATE: 09/08/2022

RESOLUTION# 22-218

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

Carried Defeated Tabled

Approved on Consent Agenda

**APPOINTMENT OF CROSSING GUARD, F/T, HOURLY -
JOSEPH MIRRA**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Joseph Mirra, previously appointed P/T as a Crossing Guard, is now appointed a F/T Crossing Guard at West Crescent/Brookside at a rate of \$20.00 per hour retroactive to September 6, 2022.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 8, 2022.

Linda Louise Cervino
Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 09/08/2022

RESOLUTION# 22-219

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

Carried Defeated Tabled

Approved on Consent Agenda

**APPOINTMENT OF CROSSING GUARD, P/T, HOURLY - PER DIEM BASIS
JAIDYN COMER**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Jaidyn Comer, previously appointed as a part-time Crossing Guard, is now appointed as a part-time Crossing Guard, hourly, on a per diem basis at a rate of \$20.00 per hour retroactive to September 6, 2022.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 8, 2022.

Linda Louise Cervino
Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 09/08/2022

RESOLUTION# 22-220

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

Carried Defeated Tabled

Approved on Consent Agenda

**AUTHORIZING AND APPROVING
A SHARED SERVICES AGREEMENT
FOR 9-1-1 COMMUNICATIONS SERVICES
WITH THE COUNTY OF BERGEN**

WHEREAS, there is a need on the part of the Borough of Allendale (the "Borough") to provide and have access to 9-1-1 Communication Services for the safety and welfare of its residents; and

WHEREAS, the County of Bergen (the "County") through its Department of Public Safety Division of Communications provides the most efficient and cost-effective way to provide such services; and

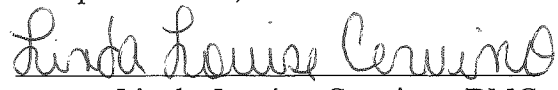
WHEREAS, the Borough and the County have negotiated the terms of a Shared Services Agreement (the "Agreement"), the terms of which are incorporated by reference herein; and

WHEREAS, the Borough wishes to authorize and approve the terms of the Agreement between the Borough and the County.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Allendale that the Borough hereby authorizes and approves the terms of the Agreement; and

BE IT FURTHER RESOLVED that, the Mayor, Chief of Police, Borough Attorney and other appropriate representatives of the Borough are authorized to take any and all appropriate action to effectuate the foregoing.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 8, 2022.


Linda Louise Cervino, RMC
Municipal Clerk

SHARED SERVICES AGREEMENT

BETWEEN

COUNTY OF BERGEN

AND

BOROUGH OF ALLENDALE

FOR:

**THE PROVISION OF
9-1-1 COMMUNICATIONS SERVICES**

**BERGEN COUNTY
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF COMMUNICATIONS**

Approved by Bergen County Resolution No. _____

Approved by Borough of Allendale Resolution No. 22-220

DATE: September 8, 2022, 2022

PREPARED BY:

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

THIS SHARED SERVICES AGREEMENT (“Agreement”) made this ___ day of _____, 2022, by and between:

The **COUNTY OF BERGEN** (the “COUNTY”), a body politic and corporate of the State of New Jersey, located at One Bergen County Plaza, Hackensack, New Jersey 07601, and

The **BOROUGH OF ALLENDALE** (the “LOCAL UNIT”), a body politic and corporate of the State of New Jersey, with administrative offices located at 500 West Crescent Avenue, Allendale, New Jersey 07401.

The COUNTY and LOCAL UNIT may hereinafter also be referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the structure of providing 9-1-1 Public Safety Access Points (PSAP) resulted in a system in which increasing costs were being imposed upon municipalities; and

WHEREAS, the cost per resident for said services varied throughout Bergen County; and

WHEREAS, the costs and inequities of the system resulted in public safety organizations looking to participate in a unified and consolidated system; 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 tax payers; and

WHEREAS, various municipalities have previously entered into shared services agreements with the COUNTY to consolidate their 9-1-1 communications with the COUNTY’s Communications; and

WHEREAS, this consolidation and shared infrastructure has resulted in savings passed on to municipalities while maintaining the performance and service levels on behalf of the operating entities; and

WHEREAS, Bergen County Public Safety Operations Center, operated by the Bergen County Department of Public Safety – Communications Division, has the capability to provide 9-1-1 communications services to the LOCAL UNIT, twenty-four (24) hours a day, seven (7) days a week; and

WHEREAS, the COUNTY and the LOCAL UNIT wish to enter into an Agreement whereby the COUNTY provides 9-1-1 communications services to the LOCAL UNIT for the period commencing October 1, 2022 and ending September 30, 2027, for the sum of \$3,378.50 per year; and

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

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

I. TERM.

The term of this Agreement shall be for five (5) year(s), commencing October 1, 2022 (“Effective Date”), and continuing through September 30, 2027, unless terminated sooner as provided in this Agreement.

II. SERVICES PROVIDED BY THE COUNTY.

A. During the term of this Agreement, the COUNTY, through its Department of Public Safety, Division of Communications (hereinafter “County Communications”) shall provide 9-1-1 communications services to the LOCAL UNIT twenty-four (24) hours a day, seven (7) days a week, which will include call taking of all 9-1-1 calls, and transferring same to the LOCAL UNIT’s dispatchers (the “Services”) as set forth below.

B. County Communications will:

1. Answer all 9-1-1 calls routed to County Communications from the LOCAL UNIT for requests for fire, police and emergency medical services;
2. Provide pre-arrival instructions to emergency response providers in accordance with the New Jersey Office of Emergency Telecommunications guidelines (**NOTE: The COUNTY will not provide any dispatching services for the LOCAL UNIT**);
3. Utilize language line services to process 9-1-1 and administrative calls from Limited English Proficient persons;
4. Perform the Services in accordance with and in compliance with all statutes, rules, and directives governing the performance of the Services set forth in this Agreement.

C. The COUNTY’s obligations contemplated under this Agreement shall be performed under the supervision and direction of the COUNTY’s Communications Director.

D. All performance by the COUNTY shall be limited to the COUNTY’s appropriation for same, and the COUNTY’s budgetary restrictions.

E. Should the COUNTY determine at any time, including after commencement of the Services under this Agreement, that performance will require more time, labor or equipment than the COUNTY wishes to expend, the COUNTY may terminate this Agreement without liability or responsibility of any kind, in accordance with Article VI. (TERMINATION) below.

III. PAYMENT TERMS.

- A. Service Fee. The COUNTY will provide 9-1-1 communications services to the LOCAL UNIT and the LOCAL UNIT shall pay the COUNTY an annual service charge (the "Service Fee") calculated at fifty cents (\$0.50) per resident of the LOCAL UNIT, based upon the 2020 census in the amount of \$3,378.50 per year.
- B. Payment Due. The above-stated amount shall be paid annually, at the start and at each anniversary of the contract, or shall be paid in three (3) installments, due on the 1st day of each of the following months of each calendar year: October 1st, February 1st and June 1st.
- C. Payment Submissions. Payment shall be sent to: Bergen County Treasurer, County of Bergen, One Bergen County Plaza, Hackensack, NJ 07601, or to such other address as the COUNTY may direct upon notice in writing.

IV. EMPLOYMENT RECONCILIATION.

No employees are intended to be transferred or terminated by virtue of this Agreement. The LOCAL UNIT does not need to make any changes to the way it presently operates, vis-à-vis dispatch, to have the COUNTY provide 9-1-1 services.

V. NOTICES.

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

If to LOCAL UNIT: **Borough of Allendale**
Attention: _____
500 West Crescent Avenue
Allendale, NJ 07401

With a copy to: _____

If to COUNTY: Director, Division of Communications
Department of Public Safety
COUNTY OF BERGEN
285 Campgaw Road
Mahwah, NJ 07430

With a copy to: **BERGEN COUNTY COUNSEL**
County of Bergen
One Bergen County Plaza – Room 580
Hackensack, NJ 07601

VI. TERMINATION.

- A. Notwithstanding any other term in this Agreement, either Party retains the right, in their sole discretion, to terminate this Agreement at any time and for any reason, including convenience, on ninety (90) days' written notice, which shall specify the effective date of termination.
- B. In the event of termination by the COUNTY, the COUNTY shall have no liability to the LOCAL UNIT for any losses or additional costs that may be incurred as a result of the COUNTY's termination of this Agreement.

VII. LIMITATION OF LIABILITY.

The LOCAL UNIT agrees that the COUNTY shall have no liability to the LOCAL UNIT for damages, whether arising under theories of contract, tort, or warranty. The LOCAL UNIT further agrees that the COUNTY, its officers, managers, affiliates, representatives, subcontractors, and employees will not be liable for any indirect, special, incidental or consequential damages, even if the COUNTY has been advised of the possibility of such damages.

VIII. DISPUTE RESOLUTION.

- A. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, a Party must request Non-Binding Mediation and the other Party must participate in the mediation prior to and as a condition precedent to the commencement of any litigation in a court of law. The costs of such Non-Binding Mediation shall be shared equally between the COUNTY and the LOCAL UNIT.
- B. Procedure. The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each Party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one Party determines in its sole discretion that its interests are not being served by the mediation.

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

IX. TORT CLAIMS ACT.

The Parties to this Agreement are both local government units, and are therefore entitled to the defenses and immunities of the New Jersey Tort Claims Act, as amended.

X. FORCE MAJEURE.

A Party shall be excused for delays in the performance of its obligations hereunder to the extent due to causes beyond its reasonable control and that could not have been avoided through the exercise of reasonable care, such as Acts of God, acts or omissions of civil or military authorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, or the unavailability of necessary labor, materials or manufacturing facilities (the "Force Majeure").

XI. MISCELLANEOUS.

- A. Authorization. All Parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of any and all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.
- B. Entire Agreement. This Agreement, including any exhibits and addenda attached hereto, contains the sole and entire Agreement between the Parties and supersedes all 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.
- C. Amendments/Modifications. This Agreement may not be modified except in a writing executed by all Parties. No agreement or understanding varying or extending this Agreement shall be binding upon the Parties unless it is memorialized in a written amendment signed by an authorized officer or representative of each Party.

- D. Counterparts and Electronic Delivery and Signatures. This Agreement and any amendments or addenda hereto, or any other document necessary for the consummation of the transaction(s) contemplated, administered or controlled by this Agreement (“Agreement Documents”), may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any Agreement Document, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all manner and respects as an original agreement or instrument, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The Parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transaction Act, N.J.S.A. 12A12-1, *et seq.* and any associated regulations. Any Agreement Document accepted, executed or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed, and all Parties hereby consent to the use of any third party electronic signature capture service providers as may be chosen by the COUNTY.
- E. Cooperation of the Parties. In performing any Services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise the other Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Party. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.
- F. Governing Law/Venue/Construction. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of canons requiring construction against the drafting Party.
- G. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- H. No Waiver. The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement,

shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

- I. Assignment. No Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.
- J. Benefit/No Third Party Beneficiaries. This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.
- K. Relationship of the Parties. In consideration of the Services provided herein, both Parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing any association, joint venture, partnership, or agency relationship of any kind between the Parties hereto. The individual Parties are and shall remain independent entities with respect to all services performed under this Agreement. Neither Party may create or assume any liability, obligation or expense on behalf of the other, or use the other's monetary credit in conducting any activities under this Agreement.
- L. Non-Discrimination. The Services provided by the COUNTY hereunder shall be in compliance with applicable laws prohibiting discrimination on any basis.
- M. Titles and Headings. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- N. Recitals. The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Shared Services Agreement for the Provision of 9-1-1 Communications Services and agree to be bound by the terms thereof, as of the Effective Date.

COUNTY OF BERGEN

ATTEST:

Dated: _____

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

BOROUGH OF ALLENDALE

ATTEST:

Linda Louise Cervino

Dated: 9/8/2022

By:  _____

Printed: Ari Bernstein

Title: Mayor

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

DATE: 09/08/2022

RESOLUTION# 22-221

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

Carried Defeated Tabled

Approved on Consent Agenda

**AWARD OF CONTRACT FOR PAVING PROGRAM 2022 BID –
D.S. MEYER ENTERPRISES, LLC**

WHEREAS, the Governing Body of the Borough of Allendale authorized advertisement and receipt of bids for the resurfacing of designated streets within the Borough of Allendale, Paving Program 2022; and

WHEREAS, a total of nine (9) bids were accepted on August 30, 2022; and

WHEREAS, after review by the Borough Attorney and Borough Engineer, D.S. Meyer Enterprises, LLC, 2 North Street, Suite 2A, Waldwick, New Jersey 07463, is the lowest responsible, responsive bidder with a bid of One Hundred Forty-Nine Thousand, One Hundred Eighty Dollars and Thirty-Nine Cents (\$149,180.39); and

WHEREAS, the Chief Financial Officer has attached a Certification that adequate funds have been 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 the contract for the Paving Program 2022 bid be and is hereby awarded to D.S. Meyer Enterprises, LLC, 2 North Street, Suite 2A, Waldwick, New Jersey 07463 in the amount of One Hundred Forty-Nine Thousand, One Hundred Eighty Dollars and Thirty-Nine Cents (\$149,180.39); and

BE IT FURTHER RESOLVED that the Mayor and Acting Municipal Clerk are authorized to sign an agreement with D.S. Meyer Enterprises, LLC.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 8, 2022.

Linda Louise Cervino
Linda Louise Cervino, RMC
Municipal Clerk

Certification Of Availability of Funds

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


Contract Amount: 149,180.39
Resolution Date: 09/08/22
Resolution Number: 22-221

Vendor: D0126 D S MEYER ENTERPRISES, L.L.C.
63 LONGVIEW DRIVE
WALDWICK, NJ 074631118

Contract: C2200008 2022 PAVING PROGRAM

| Account Number | Amount | Department Description |
|-----------------|------------|------------------------|
| C-04-55-933-101 | 149,180.39 | ORDINANCE22-07 |
| Total | 149,180.39 | |

Only amounts for the 2022 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

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

DATE: 09/08/2022

RESOLUTION# 22-222

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

Carried Defeated Tabled

Approved on Consent Agenda

APPROVAL OF SEPTEMBER 8, 2022 LIST OF BILLS

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approves the Bill List dated September 8, 2022 in the amounts of:

| Bill List Numbers | September 8, 2022 |
|------------------------------|--------------------------|
| Current Fund | \$1,001,360.50 |
| Payroll Account | \$208,235.68 |
| General Capital | \$60,998.74 |
| Animal Fund | \$0.00 |
| Grant Fund | \$0.00 |
| COAH/Housing Trust | \$0.00 |
| Improvement & Beautification | \$0.00 |
| Unemployment Fund | \$0.00 |
| Trust Fund | \$8,909.48 |
| Water Operating | \$0.00 |
| Water Capital | \$0.00 |
| Total | \$1,279,504.40 |

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 8, 2022.


 Linda Louise Cervino, RMC
 Municipal Clerk



Borough of Allendale

500 WEST CRESCENT AVENUE
ALLENDALE, NEW JERSEY 07401

OFFICE OF TAX COLLECTOR
OFFICE OF CHIEF FINANCIAL OFFICER

TEL: 201-818-4400 EXT 205
FAX 201-818-0193

I, M. Alissa Mayer, Chief Financial Officer of the Borough of Allendale, having reviewed the bill list for the Borough, do hereby certify that funds are available in the accounts so designated.

Certified September 8, 2020

M. Alissa Mayer
M. Alissa Mayer, CMFO
Chief Financial Officer