AGENDA
BOROUGH OF ALLENDALE
MAYOR AND COUNCIL
FEBRUARY 11, 2021
8:00 P.M.

A Regular meeting of the Mayor and Council of the Borough of Allendale will be held on February 11, 2021 beginning at 8:00pm via a video and teleconferencing meeting on GoToMeeting due to the State of Emergency.

The public can join the meeting by taking the following steps:

- **From a computer, tablet or smartphone,** enter the website https://global.gotomeeting.com/join/302918517

- **From a phone**, dial +1 (872) 240-3212 and then enter Access Code: 302-918-517

Anyone from the public who does not have GoToMeeting may install the app prior to the start of the meeting at https://global.gotomeeting.com/install/302918517

The public is asked to please mute their devices until such time that the public comment portions are held so as not to distract from the business of the meeting.

I. CALL TO ORDER
   A. Open Public Meetings Act Announcement
   B. Salute to Flag

II. ROLL CALL

III. APPROVAL OF MINUTES January 7, 2021 Sine Die Meeting
January 7, 2021 Reorganization Meeting

IV. PRESENTATION
   A. Annual Reassessment Program – Rick DelGuercio, Associated Appraisal Group

V. PUBLIC COMMENT ON AGENDA ITEMS ONLY
Audience members wishing to speak will have a five (5) minute time limit to address the governing body on agenda items only. Large groups are asked to have a spokesperson represent them.

VI. INTRODUCTION OF ORDINANCES
Motion that the following ordinance be introduced and passed on first reading and setting February 25, 2021 at 8:00 p.m. or as soon thereafter as the matter can be heard as the date and time, and the Council Chambers of the Allendale Municipal Building as the place for a hearing on said ordinance.

ORDINANCE 21-01 – AN ORDINANCE OF THE BOROUGH OF ALLENDALE, BERGEN COUNTY, NEW JERSEY AMENDING AND MODIFYING CHAPTER 231 "STORMWATER CONTROL", ARTICLE I "GENERAL REGULATIONS", OF THE BOROUGH OF ALLENDALE

VII. 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.

A. **21-72/**Approve February 11, 2021 Bill List

B. **21-73/**Authorize Shared Service Agreement - Designation of Acting Municipal Court Administrator – Borough of Upper Saddle River
C. **21-74/**Cancel Outstanding Checks
D. **21-75/**Approve Municipal Service Agreement and Settlement – The Whitney Homeowners Association, Inc.
E. **21-76/**Adopt Bergen County Multi-Jurisdictional Hazard Mitigation Plan
F. **21-77/**Authorize Contract Extension – 2021 Commercial Grounds Maintenance Program – High Mountain Landscaping
G. **21-78/**Endorse FY21 Bergen County Community Development Block Grant Project – ADA Compliant Matting System at Crestwood Lake
H. **21-79/**Award Contract – 230 West Crescent Avenue Soil Remediation-Phase 2 – The Ambient Group
I. **21-80/**Appoint Borough Professional – Information Technology Consultant – Coban Computer Solutions, LLC
J. **21-81/**Appoint Borough Professional – Construction Management Consultant – Chuck Tatosian of the firm CFT Consulting, LLC
K. **21-82/**Appoint Borough Professional – Financial Advisory Consultant – Dennis Enright of the firm NW Financial Group, LLC
L. **21-83/**Appoint Borough Professional – Special Counsel – Ryan Scerbo of DeCotiis, Fitzpatrick, Cole & Giblin, LLC
M. **21-84/**Authorize Increase of Bid Threshold Pursuant to N.J.S.A. 40A:11-3C
N. **21-85/**Authorize Proposal – Design and Hosting of Municipal Website – Civic Plus

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. COMMITTEE REPORTS AND COMMENTS

XI. STAFF REPORTS

XII. PUBLIC COMMENTS
Audience members wishing to speak will have a five (5) minute time limit to address the governing body. Large groups are asked to have a spokesperson represent them.

XIII. CLOSED SESSION
A. **20-86/**Authorize Closed Executive Session
1. Attorney-Client Privilege: Update on Water Department Deliberations and Negotiations
2. Personnel Matter Update

XIV. ADJOURNMENT

Bulletin Board
Borough Website

*****AGENDA AND AGENDA MATERIALS SUBJECT TO CHANGE*****

BOROUGH OF ALLENDALE

PUBLIC NOTICE

ORDINANCE 21-01 – AN ORDINANCE OF THE BOROUGH OF ALLENDALE, BERGEN COUNTY, NEW JERSEY AMENDING AND MODIFYING CHAPTER 231 "STORMWATER CONTROL", ARTICLE I "GENERAL REGULATIONS", OF THE BOROUGH OF ALLENDALE

was introduced at a regular meeting of the Mayor and Council of the Borough of Allendale, in the County of Bergen, State of New Jersey, held on Thursday, February 11, 2021 and will be further considered for final passage after public hearing at a regular meeting of the Mayor and Council to be held in the Council Chambers, Allendale Municipal Building, 500 West Crescent Avenue, Allendale, New Jersey on Thursday, February 25, 2021 at 8:00 P.M. prevailing time, or as soon thereafter as the matter can be heard.

A clear and concise statement of this ordinance is to amend and modify Article I "General Regulations" of Chapter 231 entitled "Stormwater Control" of the Code of the Borough of Allendale to revise the Borough's stormwater control rules in accordance with the amended stormwater management rules adopted by the New Jersey Department of Environmental Protection on March 2, 2020, as set forth in the ordinance.

A copy of this ordinance may be obtained without cost between the hours of 9:00 a.m. and 4:30 p.m. at the Office of the Municipal Clerk, 500 West Crescent Avenue, Allendale, New Jersey.

Michelle Ryan
Acting Municipal Clerk

RESOLUTION

BOROUGH OF ALLENDALE

BERGEN COUNTY, NJ

DATE: 02/11/2021

RESOLUTION# 21-72

Council	Motion	Second	Yes	No	Abstain	Absent
Homan						
OôConnell						
OôToole						
Sasso						
Strauch						
Wilczynski						
Mayor Bernstein	- - -	- - -				

Carried☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

APPROVAL OF LIST OF BILLS

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approves the Bill List dated February 11, 2021 in the amounts of:

Current Fund	$1,253,972.68
Payroll Account	$185,633.22
General Capital	$33,100.22
Animal Fund	$0.00
Grant Fund	$0.00
COAH/Housing Trust	$325.00
Improvement & Beautification	$0.00
Unemployment Fund	$0.00
Trust Fund	$7,261.25
Water Operating	$0.00
Water Capital	$0.00
Total	**$1,480,292.37**

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2021.

Michelle Ryan
Acting Municipal Clerk

BOROUGH OF ALLENDALE

500 West Crescent Avenue, Allendale, NJ 07401-1792

OFFICE OF TAX COLLECTOR
OFFICE OF CHIEF FINANCIAL OFFICER

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 February 11, 2021

M. Alissa Mayer

M. Alissa Mayer, CMFO
Chief Financial Officer

RESOLUTION

BOROUGH OF ALLENDALE

BERGEN COUNTY, NJ

DATE: 02/11/2021

RESOLUTION# 21-73

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

Carried☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

CONSENT & AGREEMENT TO THE EXECUTION OF AN ORDER OF PROVISIONAL AUTHORIZATION AND DESIGNATION OF AN ACTING MUNICIPAL COURT ADMINISTRATOR BETWEEN THE MUNICIPALITY OF ALLENDALE AND THE MUNICIPALITY OF UPPER SADDLE RIVER

WHEREAS, pursuant to N.J.S.A. 2B:12-10 the Municipality of Upper Saddle River and the Municipality of Allendale are required to provide for a Municipal Court Administrator; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et. Seq., any municipality of the State of New Jersey may contract with any other municipality or municipalities to share services that any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, in accordance with N.J.S.A. 2B:12-1(c) the Municipality of Upper Saddle River and the Municipality of Allendale consent and agree to share the professional services of the Municipal Court Administrator on a provisional basis to undertake the duties of the absent Municipal Court Administrator during scheduled and/or unscheduled leaves, within the two respective municipalities; and

WHEREAS, as required by N.J.S.A. 2B:12-10(b), the pay rate is $20 per hour, not to exceed $2,000 annually.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Allendale that the Municipality of Allendale and the Municipality of Upper Saddle River consent to the agreement, attached hereto and incorporated herein by reference, for the year 2021.

BE IT FURTHER RESOLVED, that the Mayor and Acting Municipal Clerk be and are hereby authorized to sign said agreement.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2021.

_____

Michelle Ryan
Acting Municipal Clerk

Borough of Upper Saddle River
County of Bergen
State of New Jersey

Joanne Minichetti
Mayor

Theodore F. Preusch
Borough Administrator

Joy C. Convertini
Borough Clerk

INCORPORATED
1894

376 West Saddle River Road
Upper Saddle River, New Jersey 07458
Tel. (201) 327-2196
Fax (201) 934-5127

DeAnne DeFuccio *Councilwoman*
Steven DiMartino *Councilman*
Jonathan Ditkoff *Councilman*
Vincent Durante *Councilman*
Joanne Florio *Councilwoman*
Douglas Rotella *Councilman*

BOROUGH OF UPPER SADDLE RIVER
RESOLUTION #36-21
February 4, 2021

CONSENT AND AGREEMENT TO THE EXECUTION OF AN ORDER OF PROVISIONAL AUTHORIZATION AND DESIGNATION OF AN ACTING MUNICIPAL COURT ADMINISTRATOR BETWEEN THE MUNICIPALITY OF UPPER SADDLE RIVER AND THE MUNICIPALITY OF ALLENDALE.

WHEREAS, pursuant to N.J.S.A.2C:12-10 the Municipality of Upper Saddle River and the Municipality of Allendale are required for a Municipal Court Administrator; and

WHEREAS, pursuant to N.J.S.A.40A:65-1 et. seq., any municipality of the State of New Jersey may contract with any other municipality or municipalities to share services that any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, in accordance with N.J.S.A.2C:12-1 (c) the Municipality of Upper Saddle River and the Municipality of Allendale consent and agree to share the professional services of the Municipal Court Administrators on a provisional basis to undertake the duties of the absent Municipal Court Administrator during scheduled and/or unscheduled leaves, within the two respective municipalities; and

WHEREAS, the rate of pay shall be $20.00 per hour as established by N.J.S.A.2C:12-10(b), not to exceed $2,000 annually.

NOW, THEREFORE, BE IT RESOLVED, that the Municipality of Upper Saddle River and the Municipality of Allendale consent to the above agreement.

Councilperson	Moved	Second	Ayes	Nays	Absent	Abstain
DeFuccio			X			
DiMartino		X				
Ditkoff	X					
Durante			X			
Florio			X			
Rotella			X			

I hereby certify that the above resolution was adopted by the Mayor and Council on February 4, 2021.

Joy C. Convertini, R.M.C., Municipal Clerk

Witness/Attest

Borough of Upper Saddle River

Borough of Upper Saddle River

Municipal Court

County of Bergen

State of New Jersey

HARRY D. NORTON, JR.
Judge

INCORPORATED
1894
376 W. Saddle River Road
Upper Saddle River, NJ 07458
Tel 201-934-3972
Fax 201-934-0235

SHERRI D'ALESSANDRO
Administrator

ORDER OF PROVISIONAL AUTHORITY TO THE POSITION OF UPPER SADDLE RIVER ACTING MUNICIPAL COURT ADMINISTRATOR

This document provides for the continuity of essential functions through the orderly succession and provisional appointment of an Acting Municipal Court Administrator to the Upper Saddle River Municipal Court within the Bergen Vicinage on an interim basis to provisionally undertake the duties of the court's Municipal Court Administrator during scheduled and/or unscheduled leaves of absence, a disaster, or a national security crisis, until the absence or inability ceases.

IT IS ORDERED, on this 26th day of January 2021, Rosemarie Novelli-Salyer, CMCA, is hereby designated Acting Municipal Court Administrator to serve temporarily in the absence of the Upper Saddle River Court Administrator until the further order of the court and to have the following powers:

1. Issue process and sign arrest warrants pursuant to Rule 7:2-1;
2. Issue arrest warrants or summonses in citizen complaints pursuant to Rule 7:2-2(a);
3. Set bail in Upper Saddle River pursuant to Rule 7:4-2(a)in non-indictable and municipal ordinance offenses;
4. On Motor vehicle offenses, perform ministerial acts set forth in NJSA 39:5-6;
5. Have the attestation and signatory powers on process orders, warrants, or judgements as set forth in NJSA 2B:12-13;
6. Exercise the powers to administer oaths for complaints and issue warrants and summonses and to set conditions of pre-trial release as set forth in NJSA 2B:12-21.

This Order shall remain in effect from the 1st day of January 2021 until further order of the Court.

Harry D. Norton Jr., JMC

1/26/2021
Date

RESOLUTION

BOROUGH OF ALLENDALE

BERGEN COUNTY, NJ

DATE: 02/11/2021

RESOLUTION# 21-74

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

Carried☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

CANCELLATION OF OUTSTANDING CHECKS

WHEREAS, the Chief Financial Officer has requested the cancellation of outstanding checks which are at least 6 months old; and

WHEREAS, the Chief Financial Officer has advised that the following outstanding checks from the Payroll Account and Claims Account are at least 6 months old:

Date	**Number**	**Amount**	**Payee**
Payroll			
7/6/2018	11220	$126.46	Yajas Shah
9/14/2018	11480	$48.00	Brayden Hascup
11/09/2018	1576	$12.98	Ryan Berger
2/15/2019	11601	$131.84	Meghan Cornacchia
3/1/2019	11607	$40.86	Meghan Cornacchia
9/13/2019	12036	$33.98	Elizabeth Sheehy
9/13/2019	12039	$25.08	Margaret Travers
9/27/2019	12059	$16.98	Kaycee Hunt
9/27/2019	12062	$58.51	Machenzie Lynch
9/27/2019	12069	$24.40	Olivia DeLorenzo
Claims			
1/26/2017	2778	$9.72	James Schultz
10/26/2017	4059	$104.52	Costco Wholesale
4/12/2018	4790	$776.37	Dragon Asphalt Equipment
7/26/2018	5339	$40.00	Yolanda Vozzolo
6/27/2019	6785	$550.02	Kyle J. Zyskowski

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 cancellation of the checks listed above.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2021.

Michelle Ryan
Acting Municipal Clerk

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 02/11/2021

RESOLUTION# 21-75

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

Carried☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

APPROVAL OF MUNICIPAL SERVICE AGREEMENT AND SETTLEMENT – THE WHITNEY HOMEOWNERS ASSOCIATION, INC.

WHEREAS, The Whitney Homeowners Association, Inc. (the "Association"), a not for profit corporation of the State of New Jersey, is responsible for the administration and management of the common areas and facilities at the residential development located within the Borough of Allendale (the "Borough") known as The Whitney (hereinafter referred to as the "Development"); and

WHEREAS, in accordance with New Jersey's Municipal Services Act (hereinafter referred to as the "**Act**"), L.1989, C. 299 (*N.J.S.A.* 40:67-23.1 et seq.), the Borough is required either to perform certain specified services on roads and streets in the Development, which is a qualified private community, or to reimburse the Association to the extent specified in that statute for the actual costs to the Association of providing said specified services; and

WHEREAS, the Borough and the Association have agreed that $16,496.60 is the total amount which the Borough is, pursuant to the Act, obligated to reimburse the Association for the cost of all municipal services beginning (1) on that date the Borough was first obligated under the Act to reimburse the Association for such municipal services and (2) ending on December 16, 2020 (the "Prior Municipal Services"); and

WHEREAS, the Association has agreed that upon its receipt of the foregoing payment for reimbursement of Prior Municipal Services, it shall release the Borough from, and shall waive, any and all claims it may have against the Borough for such services; and

WHEREAS, the Borough's Chief Financial Officer has affirmed that the Borough has sufficient available funds for the foregoing payment for Prior Municipal Services; and

WHEREAS, a General Release and Waiver in the form annexed hereto (the "Release") memorializes the foregoing agreements as to Borough's reimbursing the Association for Prior Municipal Services, and the waiver/release being given by the Association to the Borough regarding same; and

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 02/11/2021

RESOLUTION# 21-75

WHEREAS, the Association and the Borough have agreed that commencing as of December 17, 2020 and continuing thereafter as provided for in a Municipal Services Agreement,

a copy of which is attached hereto (the "MSA"), the Borough shall (1) bear the cost, and pay directly as per the MSA, the costs of certain electricity for lights identified in the MSA, and (2) reimburse the Association for snow and ice removal costs of certain street within the Development as provided for in MSA.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, that the Borough hereby agrees to those agreements set forth in the MSA and the Release; and

BE IT FURTHER RESOLVED that the Mayor, the Acting Borough Clerk and such other Borough officials as may be necessary, be and hereby are authorized to execute the MSA and the Release and such other documents as the Borough Attorney may determine are necessary to effectuate the foregoing understanding and agreements between the Borough and the Association, and

BE IT FURTHER RESOLVED that the Borough's Chief Financial be and hereby is authorized to make such payment to the Association in the sum of $16,496.60 for the Prior Municipal Services as provided in the Release; and

BE IT FURTHER RESOLVED that the Mayor, the Acting Borough Clerk and the Borough Attorney be and hereby are authorized and directed to take all necessary and desirable actions to effectuate the foregoing understanding and agreements.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2021.

_____
Michelle Ryan
Acting Municipal Clerk

MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "**Agreement**") is made this _____ day of _____, 2021 between the Borough of Allendale, a municipal corporation organized under the Laws of the State of New Jersey, having its principal office at 500 West Crescent Avenue, Allendale, New Jersey 07401 (hereinafter referred to as the "**Borough**"), and **THE WHITNEY HOMEOWNERS ASSOCIATION, INC.**, a nonprofit corporation of the State of New Jersey, having its principal office located at 328 Changebrook Road, Pine Brook, NJ 07058 (hereinafter referred to as the "**Association**").

WHEREAS, the Association is responsible for the administration and management of the common areas and facilities at the residential development known as **THE WHITNEY** (hereinafter referred to as the "**Development**") within the Borough; and

WHEREAS, in accordance with New Jersey's Municipal Services Act (hereinafter referred to as the "**Act**"), L.1989, C. 299 (*N.J.S.A.* 40:67-23.1 et seq.), the Borough is required either to perform certain specified services on roads and streets in the Development, which is a qualified private community, or to reimburse the Association to the extent specified in that statute for the actual costs to the Association of providing said specified services.

NOW, THEREFORE, in accordance with the Act, the parties hereby covenant and agree as follows:

1. **Scope of Agreement**.

This Agreement will apply to the roads and streets located within the Development which are enumerated in the attached Schedule A (the "qualified roads and streets").

2. **Term of Agreement**.

(a) This Agreement will commence as of December 17, 2020 and will continue until terminated by either party upon 30 days prior written notice to the other party. This Agreement may, however, be modified consistent with subsequent legislative changes or case law decisions by a Court of competent jurisdiction.

(b) The Borough and the Association hereby agree and acknowledge that they are, simultaneous with their execution of this Agreement, entering into a General Release and Waiver whereby all claims by the Association against the Borough for municipal services to be performed by the Borough pursuant to the Act at any time prior to December 17, 2020 or the reimbursement for such services, are settled and resolved, and that accordingly, and notwithstanding anything in this Agreement to the contrary, the terms, provisions and conditions of this Agreement relate only to those municipal services required under the Act to be provided to the Association by the Borough as of December 17, 2020, and not prior to such date.

3. **Street Lighting**.

A. Inventory of Street Lights: As of the time of signing of this Agreement, it is understood by the Borough and the Association that there are forty-eight (48) qualified lights (said forty-eight (48) lights being hereinafter referred to as the "qualified lights") for which the Borough shall pay the costs of electricity. The Association agrees to annually assess its street lights and notify the Borough of any changes per paragraph 6 below. The number of qualified lights for which the Borough shall be responsible to pay the electricity shall not be increased without the agreement of the Borough.

B. Maintenance of Street Lights: The Borough shall be responsible for the costs of

electricity only (the "Lighting Costs") for the qualified lights. The responsibility to pay for maintenance of all lights, accessories, fixtures and all other lighting costs shall be solely that of the Association.

C. Payment of Lighting Costs: The costs of electricity for the qualified lights shall be paid directly by the Borough to Rockland Electric Company (or any successor in interest to Rockland Electric Company) ("Rockland"). Rockland's bills for the costs of electricity for the qualified lights shall be in the name of the Borough, and be mailed directly from Rockland to the Borough. The payment rate for such electricity shall be that rate paid by the Borough for other electricity within the Borough billed by Rockland directly to the Borough.

4. **Snow and Ice Removal**.

A. The Borough will reimburse the Association for the Association's actual costs incurred in providing snow and ice removal from the qualified roads and streets (but not for the snow and ice removal from any parking spaces, driveways, walkways, patios, sidewalks or paths) (the "Snow Removal Costs"), subject to the terms for reimbursement set forth in Paragraph 6 below.

B. Notwithstanding anything in this Agreement to the contrary, the amount that the Association is to reimburse for Snow Removal Costs for each snow event shall not exceed the lesser of (i) the actual costs incurred by the Association or (ii) those costs set forth in Schedule B attached hereto.

C. Notwithstanding anything else in the Agreement to the contrary, the Borough shall not reimburse, nor have any obligation to reimburse, the Association for any costs of snow and ice removal for any such accumulation in one (1) snow event that is less than 1.5 (one and one-half)

inches.

D. By no later than January 31st of each year, the Association shall provide detailed documentation evidencing the Association's actual costs for the Snow Removal Costs for the prior calendar year as well as evidence that same has been paid. For example, when seeking reimbursement costs incurred from January 1, 2021 through December 31, 2021, the Association shall submit its documentation for this request no later than January 31, 2022.

E. By no later than February 28th of each year, the Borough may request from the Association additional documentation deemed necessary in determining the amount of reimbursement owed, if any. The requested documentation shall be reasonably necessary to determine the actual costs, including payment of same, borne by the Association pursuant to the terms of this Agreement. The Association shall provide such documentation to the Borough within thirty (30) calendar days of such written request from the Borough.

F. The Borough shall reimburse the Association for the Snow Removal Costs for the prior calendar year by the later of (i) May 31st of each year, or (ii) sixty (60) days after the Borough's receipt of any supplemental documentation requested by the Borough.

5. **Waste Removal**.

The Borough agrees to provide solid waste disposal and the collection of recyclable materials to the Association in the same fashion as the Borough provides these services on public roads and streets. Solid waste collection and disposal and collection of recyclable materials shall occur pursuant to the schedule set forth by the Borough. The Borough shall not be obligated to enter any driveways, courtyards or other cart ways not specifically identified herein, unless similar

Borough services are provided to other residential dwellings throughout the Borough. The Association shall be responsible for any damage to Borough equipment during the collection of solid waste arising from any negligence of the Association.

6. **Fire Hydrants.**

The Borough agrees that it shall be responsible at its cost for the maintenance and operation of the fire hydrants located within the Development.

7. **Notification of Changes in Development.**

The Association shall be responsible for notifying the Borough of any changes in the Development which affect the coverage of services hereunder. The Association shall notify the Borough of any changes in the Development by February 1 of the year in which reimbursement will be made. Indicated changes shall be as of December 31 of the prior year.

8. **Insurance.**

The parties acknowledge that the Association is required by statute to pay the cost of any insurance rider or increased insurance costs incurred by the Borough to provide the solid waste collection and disposal and/or recyclable material collection services set forth herein. The Association shall be required to pay the cost of additional insurance premiums which may be charged as a result of the Borough providing these services.

9. **Discontinuance of Services.**

Nothing in this Agreement will be deemed to require the Borough to provide, or to continue to provide, any service(s) to the residents at large of the Borough. Should the Borough discontinue any particular service(s) now rendered to Borough residents, any provision(s) of this Agreement concerning the same service(s) will terminate upon the effective date of discontinuance of said

service(s). In the event any services are discontinued, the Borough will provide the Association with prior advance notice of same.

10. **Statutory Limitations.**

The parties acknowledge that certain statutory limitations have been placed on the provision of or reimbursement for services, including the following:

A. The Borough is not required to operate any municipally owned or leased vehicles or other equipment, or to provide any of the services enumerated in N.J.S.A. 40:67-23.3(g) on any street or road in a qualified private community which either (1) is not accepted for dedication to public use or (2) does not meet all municipal standards and specifications for such dedication, except for width. (N.J.S.A. 40:67-23.3(b).

B. If the Borough operates its vehicles on private roads and streets within the Development so as to provide some or all of the enumerated services, the Development shall pay the cost of any insurance riders required in order to enable municipal vehicles to operate on the Association's private roads and streets. (N.J.S.A. 40:67-23.4).

C. Any services provided by the Borough to the Association shall not exceed the level of services provided to residents on the public roads and streets of the Borough. (N.J.S.A. 40:67-23.3).

D. If the Association is reimbursed by the Borough for enumerated services the amount of reimbursement shall not exceed the cost that would be incurred by the Borough in providing those services directly. (N.J.S.A. 40:67-23.5a). This reimbursement shall be the actual cost to the Association to provide that service, but shall not exceed the amount which the Borough would have expended on that service if it were provided directly by the Borough to the Association.

(N.J.S.A. 40:67-23.5b). Any reimbursement that is in excess of the amounts actually expended or contractually committed by the Association shall be refunded to the Borough. (N.J.S.A. 40:67-23.5c)

11. **Invalidity or Amendment**.

Notwithstanding the provisions herein, in the event that the Act, as amended from time to time, is declared by a court of competent jurisdiction to be invalid or is repealed by the Legislature, the Borough will not be obliged to provide to the Association any of the services covered by the Act, or to pay reimbursement for any outstanding costs incurred by the Association or for any costs incurred by the Association on or after the effective date of such invalidation or repeal, and this Agreement will become null and void as of that date. In the event that the Act is held by a court of competent jurisdiction to be invalid in part, or is amended by the Legislature in a manner which reduces any of the duties or obligations of the Association pursuant to this Agreement, including any obligation to reimburse the Association for any outstanding costs incurred by the Association, any costs incurred by the Association on or after the effective date of such court decision or such amendment with respect to any services affected by the decision or the amendment, will be reduced or voided accordingly. However, the Association will not be obliged to refund the Borough any monies which it may have received from the Borough on or before the effective date for reimbursement under the terms of this Agreement.

12. **Successors**.

This Agreement will inure to the benefit of, and be binding upon, the respective successors, representatives, and assigns of the parties, except that any reimbursement due to the Association will be paid to the Association rather than to their grantees, unless the Association expressly gives

contrary written instructions to the Borough.

13. **Permission to Enter.**

By virtue of the execution of this Agreement by the Association and the Borough, the Association consents to grant to Borough employees and agents, access to the property and grounds of the Association for the purposes of fulfilling the provisions of this Agreement.

14. **Headings.**

Paragraph headings in this Agreement are for convenience of reference only, and are to be disregarded in interpreting this Agreement.

15. **Notices.**

Notices relating to this Agreement will be in writing and delivered to the following addresses (a) personally; (b) by U.S. certified mail, return receipt requested or (c) by overnight delivery services, e.g. Federal Express, United Parcel Services, etc. Notice shall be deemed delivered (a) upon the recipient's receipt of the written notice or (b) five (5) days from the date of mailing in the event the intended recipient refuses delivery:

For the Borough:	Borough Clerk Borough of Allendale 500 West Crescent Avenue Allendale, New Jersey 07401
with a copy to	Raymond R. Wiss, Esq. Wiss & Bouregy, PC 345 Kinderkamack Road Westwood, NJ 07675
For the Association:	Whitney Homeowners Association, Inc. **c/o Homestead Management Services, Inc.** **328 Changebrook Road** **Pine Brook, NJ 07058**

with a copy to: Caroline Record, Esq.
240 Cedar Knolls Road
Suite 209
Cedar Knolls, New Jersey 07927

16. **Full Consideration**.

The Association agrees to accept the Borough's annual payment as good, adequate and full consideration for the services provided by the Association.

17. **Agreement to Contain all Provisions**.

It is mutually agreed that the Agreement is the entire Agreement and that no oral or other evidence shall contradict this Agreement unless set forth in writing and executed by both parties.

18. **Severability.**

If any provision, covenant, term or condition herein shall be deemed by a court of competent jurisdiction to be unenforceable, the remaining terms and conditions shall be unaffected thereby and shall remain in full force and effect.

19. **Choice of Law and Forum.**

This Agreement and the relationship between the parties shall be governed and interpreted pursuant to the laws of the State of New Jersey. Moreover, the parties hereto agree and consent to the exclusive jurisdiction of the New Jersey Superior Court in Bergen County.

IN WITNESS WHEREOF, the parties accept and enter into this Agreement this _____ day of _____, 2021.

ATTEST: **BOROUGH OF ALLENDALE**

By: _____ **By:** _____
Michelle Ryan, Acting Borough Clerk Ari Bernstein, Mayor

ATTEST:

By: _____

WHITNEY HOMEOWNERS ASSOCIATION, INC.

By: _____

Board President

"Snow Ever

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4.1"
8.1"

Over

GENERAL RELEASE AND WAIVER

2021 by

office located at 328 Changebrook Road, Pine Brook, NJ 07058, and the Borough of Allendale,

nue, Allendale, NJ 07401; (the

WHEREAS, the Association is responsible for the administration and management of the common areas and facilities at the residential development known as **THE WHITNEY**

Development of Allendale; and

WHEREAS

Act *N.J.S.A.* 40:67-23.1 et seq.), the Borough is required either to perform/provide certain specified services in the Development (all such services required

, which is a qualified private community, or to reimburse the Association to the extent specified in the Act for the actual costs to the Association of providing said specified services.

WHEREAS, the Association and the Borough have agreed that the Borough shall, pursuant to the Act, reimburse the Association Sixteen Thousand Four Hundred Ninety Six and 60/100 ($16,496.60) Dollars for the cost of all Municipal Services incurred by the Association between (1) any time prior to the date of this Release and (2) December 16, 2020;

NOW THEREFORE, the parties hereto agree and covenant as follows:

1. The Borough shall pay to the Association the sum of $16,496.60 within thirty (30) days of the date that the Association has delivered to the Borough this Release fully executed by the Association.

2. The Association hereby agrees and acknowledges that said payment of $16,496.60 required

by the Act to be reimbursed by the Borough to the Association for any and all Municipal Services

(1) on that date Borough was first obligated under the Act to either commence its performance of Municipal Services, or to reimburse the Association for same, in the Development and ending (2) on December 16, 2020.

3.

payment to the Association of the Reimbursement Payment as set forth hereinabove, the Association shall release, give up and waive, and shall be deemed to have released, given up and waived, any and all claims and rights it may have against the Borough and the agents, members, officials, elected officials, employees, or officers of the Borough, for reimbursement of any and all costs for Municipal Services incurred by the Association during the Reimbursement Period.

4.

Payment as set forth hereinabove, the Association agrees that it shall thereafter indemnify, defend and hold harmless the Borough and the agents, members, officials, elected officials, employees, or officers of the Borough, from and against any and all claims, demand, losses, expenses, attorney fees, causes of actions, judgments, damages and liability which are or may be brought by or claimed by any person, including but not limited to, any contractor, or any past or present unit gation to provide the Association

with Municipal Services during the Reimbursement Period.

5. This Release shall insure to the benefit of, and be binding upon, the respective successors, representatives, and assigns of the Borough and the Association.

6. It is mutually agreed that the Release is the entire agreement between the parties relating to the subject thereof, and that no other oral or other evidence shall contradict this Release unless set forth in writing and signed by both parties.

7. This Release was fully negotiated by respective counsel for the parties, and any ambiguity herein shall not be construed against either party.

8. This Release shall be governed by and interpreted pursuant to the laws of the State of New Jersey. The parties agree and consent to the exclusive jurisdiction and venue of the New Jersey Superior Court in Bergen County in any matters arising from this Release.

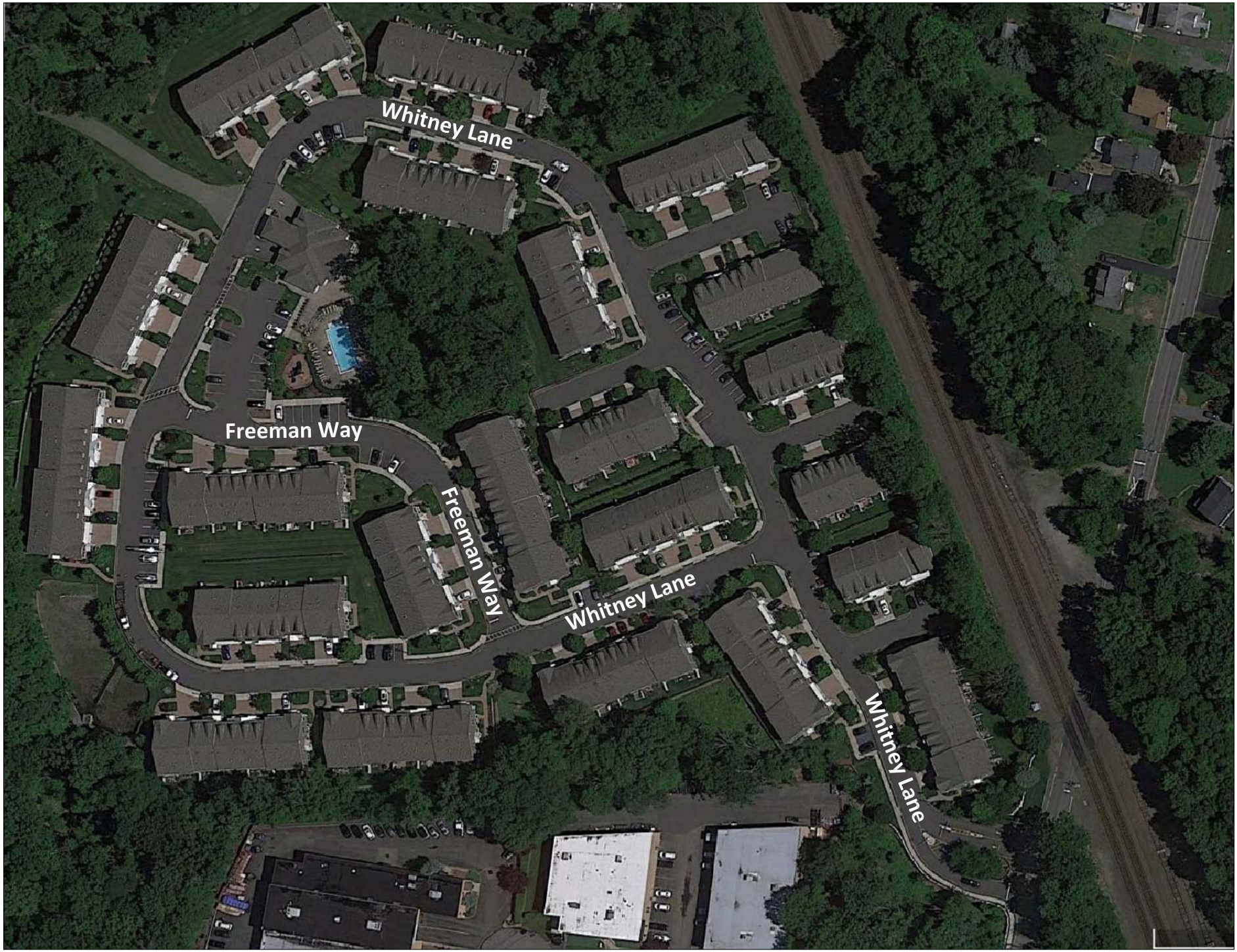
IN WITNESS WHEREOF, the parties accept and enter into this Agreement as of the date set forth hereinabove.

ATTEST: BOROUGH OF ALLENDALE

By: _____ By: _____
Michelle Ryan Ari Bernstein, Mayor
Acting Borough Clerk

ATTEST: WHITNEY HOMEOWNERS ASSOCIATION, INC.

By: _____ By: _____


Whitney Lane
Freeman Way
Freeman Way
Whitney Lane
Whitney Lane

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 02/11/2021

RESOLUTION# 21-76

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

Carried☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

ADOPTION OF THE BERGEN COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, the Borough of Allendale, County of Bergen, State of New Jersey, has experienced natural hazards that result in public safety hazards and damage to private and public property;

WHEREAS, the hazard mitigation planning process set forth by the State of New Jersey and the Federal Emergency Management Agency offers the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future risk through the adoption of a Bergen County Multi-Jurisdictional Hazard Mitigation Plan ("Hazard Mitigation Plan"); and

WHEREAS, the New Jersey Office of Emergency Management is providing federal mitigation funds to support development of the Hazard Mitigation Plan; and

WHEREAS, a draft Hazard Mitigation Plan has been developed by the Mitigation Planning Committee; and

WHEREAS, the draft Hazard Mitigation Plan includes a prioritized list of mitigation actions including activities that, over time, will help minimize and reduce safety threats and damage to private and public property; and

WHEREAS, the draft Hazard Mitigation Plan was provided to each participating jurisdiction and was posted on the Bergen County Office of Emergency Management's website so as to introduce the planning concept and to solicit questions and comments; and to present the Hazard Mitigation Plan and request comments, as required by law; and

WHEREAS, the draft Hazard Mitigation Plan was submitted by the Bergen County Office of Emergency Management to the New Jersey Office of Emergency Management and the Federal Emergency Management Agency on August 7, 2020; and

WHEREAS, the New Jersey Office of Emergency Management and the Federal Emergency Management Agency have approved the draft Hazard Mitigation Plan as submitted; and

WHEREAS, formal adoption and maintenance of the Hazard Mitigation Plan by the

governing body is a condition of receipt of federal disaster aid; and

WHEREAS, the Bergen County Office of Emergency Management has recommended to the County Executive and Board of Chosen Freeholders that the Hazard Mitigation Plan, as submitted to the New Jersey Office of Emergency Management and the Federal Emergency Management Agency on August 7, 2020, be adopted as the official Hazard Mitigation Plan of the County of Bergen.

NOW THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of Allendale, Bergen County, New Jersey that:

1. The Bergen County Multi-Jurisdictional Hazard Mitigation Plan, as submitted to the New Jersey Office of Emergency Management and the Federal Emergency Management Agency on August 7, 2020 by the Bergen County Office of Emergency Management is hereby adopted as an official plan of the County of Bergen; minor revisions recommended by the Federal Emergency Management Agency and/or the New Jersey Office of Emergency Management may be incorporated without further action.

2. A hard copy of the Hazard Mitigation Plan shall be kept on file at the Bergen County Office of Emergency Management, and a digital copy shall be posted on the web site of the Bergen County Office of Emergency Management.

3. Any action proposed by the Hazard Mitigation Plan shall be subject to and contingent upon budget approval, if required, which shall be at the discretion of the Borough of Allendale, and this resolution shall not be interpreted so as to mandate any such appropriations.

4. The Borough of Allendale Emergency Management Coordinator shall coordinate with their local offices and officials; and periodically report on the activities, accomplishments, and progress, and shall prepare an annual progress report to be submitted to the Bergen County Office of Emergency Management. The Bergen County Office of Emergency Management shall prepare an annual progress report on the goals and mitigation actions set forth in the Hazard Mitigation Plan. Copies of those reports will be kept on file at the office of the Board of Chosen Freeholders and the Bergen County Office of Emergency Management. Municipal status reports may be submitted at any time to the County Coordinator to amend mitigation actions identified in the Hazard Mitigation Plan. At a minimum, municipal status reports shall be submitted to the County Coordinator on an annual basis. The County Coordinator will identify one meeting per year that will address hazard mitigation updates, as required by the State of New Jersey's Hazard Mitigation Plan and its Standard Operating Procedure.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2021.

_____

Michelle Ryan
Acting Municipal Clerk

RESOLUTION

BOROUGH OF ALLENDALE

BERGEN COUNTY, NJ

DATE: 02/11/2021

RESOLUTION# 21-77

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

Carried☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

AUTHORIZE 2021 COMMERCIAL GROUNDS MAINTENANCE AGREEMENT – HIGH MOUNTAIN LANDSCAPING, INC.

WHEREAS, there is a need for landscaping services to be performed as part of the 2021 Commercial Grounds Maintenance Program; and

WHEREAS, High Mountain Landscaping was awarded the contract for the 2020 Commercial Grounds Maintenance Program via Resolution 20-110 on March 26, 2020; and

WHEREAS, High Mountain Landscaping satisfactorily performed these services for the year 2020; and

WHEREAS, an option exists to extend the aforesaid contract for the year 2021; and

WHEREAS, the Borough of Allendale wishes to extend such contract for the year 2021; and

WHEREAS, the Chief Financial Officer has advised that funding will be available in the 2021 Municipal Budget for such services;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that an Agreement for the 2021 Commercial Grounds Maintenance Program with High Mountain Landscaping, Inc., 101 Ballentine Drive, North Haledon, New Jersey 07508 be entered into in the amount of $34,345.00; and

BE IT FURTHER RESOLVED that the Mayor, Acting Municipal Clerk and hereby are authorized to sign an agreement, subject to attorney review and approval of the agreement, to reflect these services.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2021.

_____

Michelle Ryan
Acting Municipal Clerk

RESOLUTION

BOROUGH OF ALLENDALE

BERGEN COUNTY, NJ

DATE: 02/11/2021

RESOLUTION# 21-78

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

Carried☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

MUNICIPAL ENDORSING RESOLUTION FOR FY21 BERGEN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT – ADA COMPLIANT MATTING SYSTEM AT CRESTWOOD LAKE

WHEREAS, a FY21 Bergen County Community Development Block Grant (CDBG) totaling approximately $65,000 has been proposed by the Mayor and Council of the Borough of Allendale for an "ADA Compliant Matting System" at Crestwood Lake within the Borough of Allendale; and

WHEREAS, the proposed scope of work is considered eligible due to its area benefits and its intention to eliminate physical barriers to access which will enable vulnerable populations to enjoy this public facility; and

WHEREAS, pursuant to the State Interlocal Services Act, Community Development funds may not be spent in a municipality without authorization by the Governing Body; and

WHEREAS, the aforesaid project is in the best interest of the people of the Borough of Allendale; and

WHEREAS, this resolution does not obligate the financial resources of the municipality and is intended solely to expedite expenditure of the aforesaid Community Development funds.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Allendale hereby confirms endorsement of the aforesaid project; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be sent to the Bergen County Division of Community Development (Robert G. Esposito, Director; Bergen County Division of Community Development; One Bergen County Plaza, 4th Floor; Hackensack, NJ 07601) so that implementation of the aforesaid project may be expedited.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2021.

_____

Michelle Ryan
Acting Municipal Clerk

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 02/11/2021

RESOLUTION# 21-79

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

Carried☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

AWARD OF CONTRACT FOR 230 WEST CRESCENT AVENUE SOIL REMEDIATION PROJECT-PHASE 2 – THE AMBIENT GROUP LLC

WHEREAS, the Governing Body of the Borough of Allendale authorized advertisement and receipt of bids for the 230 West Crescent Avenue Soil Remediation Project via Resolution 21-57 on January 7, 2021; and

WHEREAS, a total of two (2) bids were received on January 26, 2021; and

WHEREAS, after review by the Borough Attorney and Borough Engineer, The Ambient Group LLC, 222 Thies Road, Sewell, New Jersey 08080, is the lowest responsible, responsive bidder with a bid of Ninety-Five Thousand, One Hundred Forty Dollars and No Cents ($95,150.00); and

WHEREAS, the CFO has certified that sufficient funds are available.

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 230 West Crescent Avenue Soil Remediation Project-Phase 2 be and is hereby awarded to The Ambient Group LLC, 222 Thies Road, Sewell, New Jersey 08080 in the amount of Ninety-Five Thousand, One Hundred Forty Dollars and No Cents ($95,150.00); and,

BE IT FURTHER RESOLVED that the Mayor, Acting Municipal Clerk and Borough Attorney are authorized to sign an agreement and take all appropriate actions necessary to effectuate 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 February 11, 2021.

_____
Michelle Ryan
Acting Municipal Clerk

Van Cleef
ENGINEERING ASSOCIATES, LLC

Since 1972 • Consulting Civil Engineers | Land Development | Municipal | Bridges | Highways | Construction Management | Construction Inspection | Dams | Geotechnical | Hydraulics/Hydrology |Water/Wastewater | Stormwater Management | Surveying | Planning | Landscape Architecture

Neil I. Van Cleef, P.E., L.S. & P.P.
Robert J. Clerico, P.E., P.P., CME, CPWM
Samuel D. Costanzo, P.E. & P.P.
Cynthia V. Norfleet, COO
Mark A. Bahnick, P.E.
Lawrence M. Diffley, P.E., PTOE
Michael K. Ford, P.E., P.P.
Jeffrey W. Munzing, P.E.
Stanley J. Schrek, P.E., A.I.A., P.P., CME, LEED AP
Herbert J. Seeburger, Jr., P.E., CME, CPWM

MEMORANDUM

TO: Mayor and Council Members

CC: M. Ryan, Acting Borough Clerk / R. Wiss, Borough Attorney / R. Kistner, Director of Operations / A. Mayer, CFO / D. Gabel RTP Environmental

FROM: Michael Vreeland, Borough Engineer

RE: 230 West Crescent Avenue Soil Remediation Project-Phase 2
Borough of Allendale
VCEA Project No. ALN-1001.001

DATE: January 27, 2021

Pursuant to your authorization, Bids were received for the above referenced project on Tuesday, January 26,2021 at 10:00 am. Two (2) Bids were submitted and opened in public at that time.

We have reviewed the schedule of prices in each Bid and found mathematical errors in the Bid from Onorati Construction Co., Inc. The Total Bid Amount should be $206,880.00 rather than $210,380.00.

A summary of corrected Bid Results is listed below.

CONTRACTOR	TOTAL BID
The Ambient Group LLC	$95,150.00
Onorati Construction Co., Inc.	$206,880.00

A complete Bid Summary including unit prices is attached.

The apparent low bidder - The Ambient Group LLC. was awarded the Phase 1 remediation project.

We have no engineering objection to the Borough awarding this project to The Ambient Group LLC, as the lowest responsible bidder, subject to availability of funds.

We defer to the Borough LSRP concerning the environmental aspects of the Bid and the Attorney concerning the legal aspects of the Bid.

Filename:[M-ALN-1001.001-210127-BS&ROA.docx]

Summary of Bids

Project: 230 WEST CRESCENT AVENUE
SOIL REMEDIATION PROJECT-PHASE 2

Municipality: BOROUGH OF ALLENDALE

County: BERGEN

				Contractor Name		Contractor Name	
				Street Address		Street Address	
				City	State/Zip	City	State/Zip
Item #	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
							$ 9,970.00
							$ 17,520.00
							$ 5,320.00
							$ 44,220.00
							$ 20,000.00
							$ 66,000.00
							$ 8,200.00
							$ 23,750.00
							$ 8,100.00
							$ 3,800.00
	TOTAL				$ 95,150.00		$ 206,880.00

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 02/11/2021

RESOLUTION# 21-80

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

Carried☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

APPOINTMENT OF BOROUGH PROFESSIONAL – IT CONSULTANT – COBAN COMPUTER SOLUTIONS

WHEREAS, the Borough of Allendale requires the service of professionals for the calendar year 2021; 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 professional 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 professional has completed, submitted and filed a Business Entity Certification Disclosure which certifies that the above named person and/or entity 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 professional/business entity 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 appointment be and they are hereby made for the year 2021:

Coban Computer Solutions – IT Consultant

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 02/11/2021

RESOLUTION# 21-80

BE IT FURTHER RESOLVED that this contract is being awarded as a non-fair and open contract, pursuant to the provisions of NJSA 19:44A-20.5;

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

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 appointment was made without competitive bidding under the provisions of NJSA 40A:11-5(1)(a) which excepts 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 a contract with the professional named herein for the services to be rendered; and,

BE IT FURTHER RESOLVED that the compensation to be paid for the professional named herein shall not exceed the budget appropriation for such services unless properly ordained in accordance with law; and,

BE IT FURTHER RESOLVED that the contract shall contain a clause of "not to exceed" the total fee 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 February 11, 2021.

_____
Michelle Ryan
Acting Municipal Clerk

RESOLUTION

BOROUGH OF ALLENDALE

BERGEN COUNTY, NJ

DATE: 02/11/2021

RESOLUTION# 21-81

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

Carried☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

APPOINTMENT OF BOROUGH PROFESSIONAL – CONSTRUCTION MANAGEMENT CONSULTANT – CHUCK TATOSIAN OF CFT CONSULTING LLC

WHEREAS, the Borough of Allendale requires the service of professionals for the calendar year 2021; 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 professional 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 professional has completed, submitted and filed a Business Entity Certification Disclosure which certifies that the above named person and/or entity 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 professional/business entity 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 appointment be and they are hereby made for the year 2021:

Chuck Tatosian of the firm CFT Consulting LLC –
Construction Management Consultant

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 02/11/2021

RESOLUTION# 21-81

BE IT FURTHER RESOLVED that this contract is being awarded as a non-fair and open contract, pursuant to the provisions of NJSA 19:44A-20.5;

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

BE IT FURTHER RESOLVED that the compensation for the aforesaid position to be established by contract for such services, in an amount not to exceed $45,000, absent further authorization from the Borough of Allendale, which shall be executed by each of the professionals named herein; and,

BE IT FURTHER RESOLVED that the aforesaid appointment was made without competitive bidding under the provisions of NJSA 40A:11-5(1)(a) which excepts 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 a contract with the professional named herein for the services to be rendered; and,

BE IT FURTHER RESOLVED that the compensation to be paid for the professional named herein shall not exceed the budget appropriation for such services unless properly ordained in accordance with law; and,

BE IT FURTHER RESOLVED that the contract shall contain a clause of "not to exceed $45,000" 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 February 11, 2021.

_____
Michelle Ryan
Acting Municipal Clerk

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 02/11/2021

RESOLUTION# 21-82

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

Carried☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

APPOINTMENT OF BOROUGH PROFESSIONAL – FINANCIAL ADVISORY CONSULTANT – DENNIS ENRIGHT OF NW FINANCIAL GROUP, LLC

WHEREAS, the Borough of Allendale requires the service of professionals for the calendar year 2021; 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 professional 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,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that the following appointment be and they are hereby made for the year 2021:

Dennis Enright of the firm NW Financial Group, LLC –
Financial Advisory Consultant

BE IT FURTHER RESOLVED that this contract is being awarded as a non-fair and open contract, pursuant to the provisions of NJSA 19:44A-20.5;

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

BE IT FURTHER RESOLVED that the compensation for the aforesaid position to be established by a contract for such services, in an amount not to exceed $17,400, absent further authorization from the Borough of Allendale, which shall be executed by the professional named herein; and,

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 02/11/2021

RESOLUTION# 21-82

BE IT FURTHER RESOLVED that the aforesaid appointment was made without competitive bidding under the provisions of NJSA 40A:11-5(1)(a) which excepts 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 a contract with the professional named herein for the services to be rendered; and,

BE IT FURTHER RESOLVED that the compensation to be paid for the professional named herein shall not exceed the budget appropriation for such services unless properly ordained in accordance with law; and,

BE IT FURTHER RESOLVED that the contract shall contain a clause of "not to exceed $17,400" 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 February 11, 2021.

_____
Michelle Ryan
Acting Municipal Clerk

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 02/11/2021

RESOLUTION# 21-83

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

Carried☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

APPOINTMENT OF BOROUGH PROFESSIONAL SPECIAL COUNSEL RYAN SCERBO OF DECOTIIS, FITZPATRICK, COLE & GIBLIN, LLP

WHEREAS, the Borough of Allendale requires the service of professionals for the calendar year 2021; 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 professional 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,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that the following appointment be and they are hereby made for the year 2021:

Ryan Scerbo of the firm DeCotiis, Fitzpatrick, Cole & Giblin, LLP –
Special Counsel

BE IT FURTHER RESOLVED that this contract is being awarded as a non-fair and open contract, pursuant to the provisions of NJSA 19:44A-20.5;

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

BE IT FURTHER RESOLVED that the compensation for the aforesaid position to be established by a contract for such services, in an amount not to exceed $14,500, absent further authorization from the Borough of Allendale, which shall be executed by the professional named herein; and,

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 02/11/2021

RESOLUTION# 21-83

BE IT FURTHER RESOLVED that the aforesaid appointment was made without competitive bidding under the provisions of NJSA 40A:11-5(1)(a) which excepts 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 a contract with the professional named herein for the services to be rendered; and,

BE IT FURTHER RESOLVED that the compensation to be paid for the professional named herein shall not exceed the budget appropriation for such services unless properly ordained in accordance with law; and,

BE IT FURTHER RESOLVED that the contract shall contain a clause of "not to exceed $14,500" 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 February 11, 2021.

_____
Michelle Ryan
Acting Municipal Clerk

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 02/11/2021

RESOLUTION# 21-84

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

Carried☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

AUTHORIZATION TO INCREASE BID THRESHOLD PURSUANT TO N.J.S.A. 40A:11-3(c) AND 18A:18A-3

WHEREAS, effective July 1, 2020, the Governor has authorized an adjustment to the bid threshold for contracting units subject to the Local Public Contracts Law, which allows local contracting units with an appointed Qualified Purchasing Agent to increase their bid threshold to a maximum of $44,000.00; and

WHEREAS, in accordance with N.J.S.A. 40A:11-3(c) and 18A:18A-3, a contracting unit is permitted to increase their bid threshold if a Qualified Purchasing Agent is appointed as well as granted the authorization to negotiate and award such contracts below the bid threshold; and

WHEREAS, Joe Citro is a Qualified Purchasing Agent in accordance with N.J.A.C. 5:34-5 et. Seq.; and

WHEREAS, Joe Citro was appointed as the Qualified Purchasing Agent of the Borough of Allendale for the year 2021 via Resolution 21-39 on January 7, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Allendale, County of Bergen, State of New Jersey that it hereby increases its bid threshold to $44,000.00; and

BE IT FURTHER RESOLVED, that in accordance with N.J.A.C. 5:34-5.4, the Acting Clerk is hereby authorized and directed to forward a certified copy of this resolution along with a copy of Joe Citro's certification to the Director of Local Government Services.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2021.

_____
Michelle Ryan
Acting Municipal Clerk

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 02/11/2021

RESOLUTION# 21-85

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

Carried☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

AUTHORIZATION OF PROPOSAL – DESIGN & HOSTING OF MUNICIPAL WEBSITE – CIVIC PLUS

WHEREAS, the Borough wishes to redesign its website; and

WHEREAS, Civic Plus submitted a proposal dated December 28, 2020 for such services, which the Finance, Human Resources and Administration Committee finds acceptable and has recommended to the Governing Body; and

WHEREAS, Civic Plus is duly qualified and is available to perform such services; and

WHEREAS, the Chief Financial Officer has certified that adequate funds are available to pay for the contract.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body that it does hereby accept the proposal of Civic Plus dated December 28, 2020 and authorizes entering into a contract with Civic Plus, 302 S. 4th Street, Suite 500, Manhattan, KS 66502 for Option 1 of said proposal in the amount of $10,000 for a One-Time Implementation Development Fee, payable over a three-year period in the amount of $3,333.34 per year; and

BE IT FURTHER RESOLVED, that the Governing Body accepts and authorized the Year One Annual Maintenance and Hosting Fee in the amount of $2,500.00 in addition to the One-Time Implementation Development Fee; and

BE IT FURTHER RESOLVED that the Mayor and Acting Municipal Clerk are authorized to sign the proposal or an appropriate agreement, subject to review and approval by the Borough Attorney, to reflect these services.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2021.

_____
Michelle Ryan
Acting Municipal Clerk

RESOLUTION

BOROUGH OF ALLENDALE

BERGEN COUNTY, NJ

DATE: 02/11/2021

RESOLUTION# 21-86

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

Carried☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

AUTHORIZATION TO ENTER INTO CLOSED EXECUTIVE SESSION

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

A. Attorney-Client Privilege: Update on Water Department Deliberations and Negotiations

B. Update on Personnel Matter

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2021.

_____

Michelle Ryan
Acting Municipal Clerk