

AGENDA
BOROUGH OF ALLENDALE
MAYOR AND COUNCIL
REGULAR SESSION – SEPTEMBER 8, 2022
8:00 P.M.

A Regular Meeting of the Mayor and Council of the Borough of Allendale will be held in-person on September 8, 2022 beginning at 8:00 pm in the Mayor & Council Chambers of the Allendale Municipal Building, 500 West Crescent Avenue, Allendale, New Jersey 07401.

I. CALL TO ORDER

- A. Open Public Meetings Act Announcement
- B. Salute to Flag

II. ROLL CALL

III. PUBLIC COMMENT ON AGENDA ITEMS ONLY

Audience members wishing to speak will have a three (3) minute time limit to address the governing body on agenda items only. Large groups are asked to have a spokesperson represent them.

IV. SECOND READING AND PUBLIC HEARING ORDINANCE(S)

The following ordinance published herewith was first read by title only on August 18, 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

V. 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.

AGENDA
BOROUGH OF ALLENDALE
MAYOR AND COUNCIL
REGULAR SESSION – SEPTEMBER 8, 2022
8:00 P.M.

- RES 22-217:** APPROVAL OF EXTENSION OF RECYCLABLES DELIVERY AGREEMENT – ROCKALAND 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.

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

VIII. COMMITTEE REPORTS AND COMMENTS

IX. STAFF REPORTS

X. PUBLIC COMMENTS

Audience members wishing to speak will have a three (3) minute time limit to address the governing body. Large groups are asked to have a spokesperson represent them.

XI. ADJOURNMENT

Bulletin Board
Borough Website

AGENDA AND AGENDA ITEMS SUBJECT TO CHANGE

The Borough of Allendale will livestream the Work and Regular Sessions.
Members of the public wishing to view these meetings only should take the following steps:

- From a computer, tablet or smartphone, enter the website: <https://zoom.us/j/95236146732>
- From a phone, dial (301) 715-8592 and then enter Webinar ID: 952 3614 6732

Alternate phone numbers to dial: (312) 626-6799; (929) 205-6099; (346) 248-7799; (669) 900-6833
(253) 215-8782

The public is advised that there will be no opportunity for comment by those viewing the livestreamed Work and Regular Session meetings. Public wishing to comment must attend in person or submit advance written comments, for reading at the meeting, to LindaCervino@allendalenj.gov or Linda Cervino, Municipal Clerk, Borough of Allendale, 500 West Crescent Avenue, Allendale, NJ 07401 by 4 p.m. on the day of the meeting.

**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, 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.

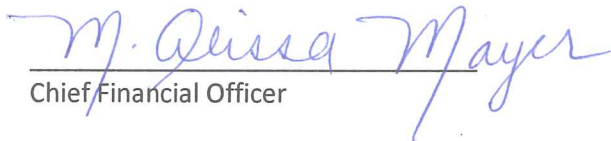
Resolution Date: September 8, 2022

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

RECYCLABLES DELIVERY AGREEMENT

Between

THE ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY
hereinafter ROCKLAND GREEN

and

THE BOROUGH OF ALLENDALE, NEW JERSEY

Dated as of June 14, 2020

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APPENDICES

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APPENDIX B	DESIGNATED HAULER AUTHORIZATION PROCESS AND DESIGNATED HAULER DELIVERY REQUIREMENTS
APPENDIX C	MATERIALS DELIVERY PROTOCOL
APPENDIX D	ACCEPTABLE MATERIALS

THIS RECYCLABLES DELIVERY AGREEMENT (the “Agreement”) is made and dated as of [June 14], 2020 between the ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY , a body corporate and politic constituting a public benefit corporation of the State of New York (hereinafter “Rockland Green”), and the BOROUGH OF ALLENDALE, NEW JERSEY, the provider of recyclables, as set forth herein (the “Recyclables Provider”).

RECITALS

WHEREAS, the Recyclables Provider requires the services of a Recyclable Materials Recovery Facility to accept recyclable materials collected from its municipal residents; and

WHEREAS, Rockland Green is a body corporate and politic constituting a public benefit corporation of the State of New York and 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, as of June 13, 2015, the parties entered into an agreement for the long-term delivery of such recyclable materials and such agreement will expire soon; and

WHEREAS, the parties have determined that the continued delivery of such recyclable materials would be beneficial to both parties and that a new agreement is necessary; and

WHEREAS, a resolution authorizing the negotiation, execution and delivery of this agreement was duly adopted by Rockland Green on May [21], 2020; and

WHEREAS, a resolution authorizing the execution and delivery of this agreement was duly adopted by the Recyclables Provider on May [], 2020; and

WHEREAS, the parties have agreed to act in good faith and to take all necessary and appropriate actions, in cooperation with one another, to effectuate the purpose of this agreement, and

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

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the other, the parties do hereby promise and agree as follows:

ARTICLE I.

INTERPRETATION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below:

“Acceptable Materials” means Commingled Containers and Commingled Paper as further described in Appendix E.

“Acceptable Materials Charge” means that amount charged by Rockland Green to the Recyclables Provider for performance of the Service Covenant under this Agreement.

“Agreement” means this Recyclables Delivery Agreement between Rockland Green and the Recyclables Provider as the same may be amended or modified from time to time in accordance herewith.

“Alternate Processing Facility” means an alternate facility to be used to process Acceptable Materials which is approved by Rockland Green and meets the requirements of Applicable Law.

“Applicable Law” means any law, rule, code, standard, regulation, requirement, policy, consent decree, consent order, consent agreement, permit, guideline, action, determination or order of, or Legal Entitlement issued, or deemed to be issued by, any professional or industry organization or society or any Governmental Body having jurisdiction, applicable from time to time to any activities associated with the collection, transportation and disposal of recyclable materials, including the procurement thereof, and the Facility; or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, non-discrimination and the payment of prevailing wages).

“Authority” means the Rockland County Solid Waste Management Authority or its designee.

“Commingled Containers” means glass containers/bottles regardless of color , aluminum cans, tin and bi-metallic containers and cans, mixed rigid plastics, high density polyethylene (HDPE) plastic containers, polyethylene, terephthalate (PET), aluminum foil/pie plates, milk cartons and drink boxes (gable-top, aseptic packaging), and other containers so designated by Rockland Green with the Agreement of the Recyclable Provider.

“Commingled Paper” means newspaper, corrugated containers, magazines, white and colored ledger (office paper), computer printout paper, telephone and paperback books, junk mail, kraft paper (brown grocery bags), and other paper so designated by Rockland Green with the agreement of the Recyclable Provider.

“Contract Date” means June 14, 2020, the date of delivery of this Agreement as executed by the parties hereto.

“County” means Rockland County, New York.

“DEC” means the Department of Environmental Conservation of the State of New York.

“Delivery Covenant” has the meaning set forth in subsection 3.1(A).

“Designated Hauler” means any person authorized by Rockland Green pursuant to the procedures outlined in Appendix B to this Agreement and the Recyclables Provider to haul Acceptable Materials to the Facility for processing or disposal pursuant to this Agreement.

“Facility” means Rockland Green’s materials recovery facility constructed and operated in Hillburn, New York.

“Governmental Body” means any federal, state, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction with respect to the Facility or the work being performed in connection with this Agreement.

“Hazardous Waste” means (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.) and the regulations contained in 40 CFR Parts 761-766; and (3) future additional or substitute federal, State or local laws pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.) and the regulations contained in 10 CFR Part 40; or (c) a chemical listed by the United States Environmental Protection Agency in accordance with Section 302(a) or Section 313(c) of the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. §§ 11002(a), 11023(c) (Supp. 1993), in each case as the same may be amended, replaced, or superseded; or (d) a material or substance which may endanger health or safety including, but not limited to, any material or substance or combination of materials or substances which are explosive, volatile, radioactive, toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, or which generate pressure through decomposition, heat, or other means if such materials or substances may cause injury, illness or harm to humans, to domestic animals or livestock, or to wildlife; or (e) a material or substance that is treated as a hazardous waste, substance or material by any federal, State, or local law, regulation, or ordinance or is otherwise prohibited from being deposited in the Facility or Alternate Materials Recovery Facility; and (4) Regulated Substances. With regard to materials or substances which

are not Hazardous Waste as of the Contract Date, if any law shall subsequently declare, or if any governmental agency or unit having appropriate jurisdiction shall thereafter determine, that such materials or substances are Hazardous Waste, then such materials or substances shall be considered to be Hazardous Waste for the purposes of this Agreement as of the effective date of such governmental determination.

“Initial Term” has the meaning specified in Section 5.1 hereof.

“Legal Entitlement” means all permits, licenses, registrations, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person, including a hauler, with respect to this Agreement.

“Pass-Through Charge” has the meaning specified in subsection 3.2(B) hereof.

“Receiving Hours” means those 10 hours per day, between 6:30 A.M. and 4:30 P.M., Monday through Friday, and 6:30 A.M. and 12:00 P.M. (noon) Saturdays, during which deliveries of Acceptable Materials will be accepted at the Facility, except for holidays designated by Rockland Green. Holidays include, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

“Recyclables Provider” means the Borough of Allendale, New Jersey, which has entered into this Agreement with Rockland Green to provide Acceptable Materials to the Facility for processing.

“Regulated Medical Waste” means any medical waste that is a solid waste, as defined in subdivision 360-1.2(A) of NYCRR Part 360, generated in the diagnosis, treatment (e.g., provision of medical services) or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, that is not excluded or exempted under subparagraph 360-17.2(h)(2) of NYCRR Part 360-17.2, and as further defined therein.

“Regulated Substance” means regulated substances such as (a) any oil, petroleum or petroleum product and (b) any pollutant, contaminant, toxic substance, toxic pollutant, solid waste, municipal waste, or industrial waste that is defined as such by and is subject to regulation under any Applicable Law, including Regulated Medical Waste.

“Rejects” means Unacceptable Materials which are delivered to the Facility and are not accepted at the Facility.

“Renewal Term” has the meaning specified in Section 5.1 hereof.

“Service Covenant” has the meaning set forth in Section 3.2 hereof.

“State” means the State of New York.

“Term” has the meaning specified in Section 5.1 hereof.

“Ton” means a “short ton” of 2,000 United States pounds.

“Unacceptable Materials” means any materials which do not constitute Acceptable Materials, and includes, but is not limited to, those materials listed as such in Appendix E.

“Uncontrollable Circumstances” means any act, event or condition that is beyond the reasonable control of the party relying thereon as justification for not performing and (including a change in Applicable Law) which materially and adversely affects the ability of either party to perform any obligation hereunder, if such act, event or condition is beyond the reasonable control and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as a justification for not performing an obligation or complying with any condition required by such party under this Agreement, except that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or inaction or a lack of reasonable diligence of either party.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context requires otherwise:

(A) Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and, except as expressly provided otherwise herein, nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(B) Applicable Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of New York, and any dispute hereunder shall be resolved in the courts of the State of New York.

(C) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction or administrative agency, then the parties shall promptly meet and negotiate a substitute for such clause, provision, section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

(D) References Hereto. The terms “herby”, “hereof”, “herein”, “hereunder” and any similar terms refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the Contract Date.

(E) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(F) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(G) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(I) Defined Terms. The definitions set forth or referred to in Section 1.1 hereof shall control in the event of any conflict with the definitions used in the recitals hereto.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF ROCKLAND GREEN. Rockland Green represents and warrants that:

(A) Existence and Powers. Rockland Green is a body corporate and politic constituting a public benefit corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. Rockland Green has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Rockland Green and constitutes a legal, valid and binding obligation of Rockland Green, enforceable against Rockland Green in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by Rockland Green of this Agreement nor the performance by Rockland Green of its obligations hereunder nor the consummation by Rockland Green of the transaction contemplated hereby (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Rockland Green, or (2) conflicts with, violates or results in a breach of any term or conditions of any judgment, decree, agreement or instrument to which Rockland Green is a party or by which Rockland Green or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No Approval Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority, or any approval of voters by referendum or otherwise, is required for the valid execution, delivery and performance by Rockland Green of this Agreement, except such as have been fully obtained or made.

(E) No Litigation. Except as set forth in Appendix A hereto, there is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority pending or, to Rockland Green's best knowledge, threatened against Rockland Green which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect

the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Rockland Green in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by Rockland Green of its obligations hereunder or under any such other agreement or instrument.

(F) No Legal Prohibition. Rockland Green has no knowledge of any Applicable Law in effect on the date of which this representation is being made which would prohibit the performance by Rockland Green of this Agreement and the transactions contemplated hereby.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE RECYCLABLES PROVIDER. The Recyclables Provider represents and warrants that:

(A) Existence and Powers. The Recyclables Provider is a political subdivision of the State of New Jersey validly existing under the Constitution and laws of the State of New Jersey, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The Recyclables Provider has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the Recyclables Provider and constitutes a legal, valid and binding obligation of the Recyclables Provider, enforceable against the Recyclables Provider in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by the Recyclables Provider of this Agreement, nor the performance by the Recyclables Provider of its obligations hereunder, nor the consummation by the Recyclables Provider of the transactions contemplated hereby (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Recyclables Provider, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which the Recyclables Provider is a party or by which the Recyclables Provider or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No Approval Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority, or any approval of voters by referendum or otherwise, is required for the valid execution, delivery and performance by the Recyclables Provider of this Agreement, except such as have been duly obtained or made.

(E) No Litigation. Except as set forth in Appendix A hereto, there is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority pending or, to the Recyclables Provider's best knowledge, threatened against the Recyclables Provider which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the Recyclables Provider in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Recyclables Provider of its obligations hereunder or under any such other agreement or instrument.

(F) No Legal Prohibition. The Recyclables Provider has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by the Recyclables Provider of this Agreement and the transactions contemplated hereby.

ARTICLE III.

OBLIGATIONS OF THE PARTIES

SECTION 3.1 DELIVERY OF MATERIALS. (A) Delivery Covenant. Commencing on the Contract Date and for the Term hereof, the Recyclables Provider covenants to deliver, or cause to be delivered, to the Facility all Acceptable Materials collected from the municipal residents of the Recyclables Provider by or on behalf of the Recyclables Provider in accordance with Appendices C and E (the “Delivery Covenant”). The Recyclables Provider shall perform such duties in accordance with Applicable Law and shall ensure that all Designated Haulers and vehicles delivering Acceptable Materials to the Facility shall comply with Applicable Law, including obtaining and maintaining all required licenses and registrations as required under Applicable Law.

(B) Delivery Routes. In delivering Acceptable Materials to the Facility, the Designated Haulers shall use only State and County roads, except as otherwise approved by Rockland Green as necessary alternatives or for local collection routes. When travelling through the Town of Ramapo, to and from the Facility, the Designated Haulers’ vehicles shall use only the following routes: Interstate 87 to the Route 59 exit, Exit 15A; Route 59 to Tome Valley Road; Tome Valley Road to the Facility access road; the Facility access road to the Facility.

(C) Materials Delivery Protocol. The Recyclables Provider shall be responsible for ensuring that all deliveries of Acceptable Materials to the Facility by Designated Haulers shall be undertaken in accordance with the Designated Hauler Delivery Requirements set forth in Appendix B hereto and the Materials Delivery Protocol set forth in Appendix C hereto.

SECTION 3.2 RECEIPT OF MATERIALS. (A) Service Covenant. Rockland Green shall provide or cause the provision of the service of receiving for processing all Acceptable Materials delivered or caused to be delivered to the Facility by the Recyclables Provider. Such Acceptable Materials shall be trans-loaded at the Facility and transported to an Alternate Processing Facility for processing.

(B) Acceptable Materials Charge, Billing and Payments. Payments due to Rockland Green for performing the Service Covenant shall be determined based on the number of Tons of Acceptable Materials delivered to the Facility according to Rockland Green’s scalehouse records. The charge per Ton shall be Seventy-Two dollars (\$72.00). (The above notwithstanding, to the extent Rockland Green’s costs for performing the Service Covenant increase due to the occurrence of an Uncontrollable Circumstance, a change in Applicable Law, or for health and safety related issues, the Recyclables Provider will be responsible, on a pass-through basis, for the payment of such increased costs allocable to the Tons of Acceptable Materials delivered to the Facility by or on behalf of the Recyclables Provider (the “Pass-

Through Charge”). To the extent practicable, Rockland Green will provide advance notice to the Recyclables Provider of any anticipated Pass-Through Charge.) Rockland Green will provide a monthly invoice to the Recyclables Provider for the performance of the Service Covenant during the previous month. The invoice will set forth the amount of the Acceptable Materials Charge for the previous month based on the number of Tons of Acceptable Materials delivered to the Facility during the month. The Recyclables Provider shall pay Rockland Green for performance of the Service Covenant within thirty (30) days of receipt of the invoice. If Rockland Green renews the Initial Term of this Agreement in accordance with Section 5.1 hereof, the charge per Ton for the Renewal Term will be increased by the change in CPI-U for New York.

(C) Authority Refusal Rights. Rockland Green may, in its sole discretion, refuse delivery of (1) any Acceptable Materials which are not delivered by Designated Haulers, (2) any Acceptable Materials delivered at hours outside the Receiving Hours, (3) any Acceptable Materials delivered by Designated Haulers who have not complied with the Materials Delivery Protocol set forth in Appendix C hereto, and (4) any delivery of Acceptable Materials by Designated Haulers that contains Unacceptable Materials in amounts in excess of 6% by volume of the tendered delivery or Hazardous Waste in any quantities. With respect to either Commingled Paper or Commingled Containers, any contamination of such material that renders such material unsuitable for processing shall constitute Unacceptable Materials. If Rockland Green refuses delivery of materials delivered by Designated Haulers due to such delivery containing Unacceptable Materials or Hazardous Waste, the Recyclables Provider shall have the right to request Rockland Green to reinspect the load of materials. If upon Rockland Green’s reinspection Rockland Green concludes that the load contains more than 6% of materials that are Unacceptable Materials or any materials which are defined as Hazardous Waste, Rockland Green may refuse the delivery of such load of materials.

(D) Responsibility for Costs. If Unacceptable Materials or Hazardous Waste have been delivered to the Facility, Rockland Green will cause such materials to be disposed of at a Disposal Site with the Recyclables Provider bearing the cost of such disposal based on the cost any third party under contract with Rockland Green charges Rockland Green for disposing of such materials and any other costs relating thereto, plus 20% for Authority-related administrative expenses and risk. The Recyclables Provider shall be responsible for any fines assessed upon Rockland Green by the DEC or any other Governmental Body on account of Hazardous Waste delivered to the Facility by the Recyclables Provider’s Designated Haulers.

ARTICLE IV.

BREACH, ENFORCEMENT AND TERMINATION

SECTION 4.1 BREACH. If the Recyclables Provider breaches any obligation under this Agreement or any representation or warranty made by it hereunder is untrue in any material respect, Rockland Green shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus and specific performance) it may have to enforce the payment of any amounts due or the performance of any obligations to be performed hereunder. If Rockland Green breaches any obligation under this Agreement or any representation or warranty made by it hereunder is untrue in any material respect, the Recyclables Provider shall have the right to take any action at law or in equity (including actions

for injunctive relief, mandamus and specific performance) it may have to enforce the payment of any amounts due or the performance of any obligations to be performed hereunder. Other than for convenience pursuant to Section 4.2, or the Recyclables Provider's failure to meet the delivery requirements pursuant to Section 4.3, neither party shall have the right to terminate this Agreement unless the breaching party has repeatedly failed or refused to substantially perform any material obligation hereunder after prior written notice of such failure or refusal to perform has been delivered by the non-breaching party and a thirty day cure period has been afforded the breaching party.

SECTION 4.2 CONVENIENCE TERMINATION. Either party shall have the right, exercisable in its sole discretion for any reason upon 30 days' written notice to the other party, to terminate this Agreement. Upon such termination, neither party shall be liable to the other party for the termination of this Agreement pursuant to this Section, and each of the parties shall bear its respective costs and expenses incurred due to such termination.

SECTION 4.3 TERMINATION FOR FAILURE TO MEET DELIVERY REQUIREMENTS. Rockland Green shall have the right, but not the obligation, exercisable in its sole discretion at any time during the Term to terminate this Agreement upon 30 days' written notice to the Recyclables Provider for the failure of the Recyclables Provider to deliver, or cause to be delivered, Acceptable Materials collected by or on behalf of the Recyclables Provider to the Facility. Such a determination will be made by Rockland Green in its sole discretion. Rockland Green may base its determination on factors including, but not limited to, a significant variance or persistent variance between the materials delivered to the Facility by or on behalf of the Recyclables Provider and the historical data set forth in Appendix D as well as data collected by Rockland Green in connection with this Agreement and any renewals hereof, taking into account market factors current at the time of such determination. Rockland Green shall determine in its sole discretion what constitutes a "significant" or "persistent" variance and whether the Recyclables Provider has failed to meet its delivery requirements as set forth in this Section. Upon such termination, neither party shall be liable to the other party for the termination of this Agreement pursuant to this Section, and each of the parties shall bear its respective costs and expenses incurred due to such termination.

SECTION 4.4 WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the party granting such waiver. If any covenant or agreement contained in this Agreement is breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and will not be deemed to waive any other breach under this Agreement.

SECTION 4.5 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other, except with respect to indemnification of loss-and-expenses arising from third party claims for which one party is obligated to indemnify the other pursuant to the provisions of this Agreement, any special, incidental, consequential, punitive or similar damages (but not actual or direct damages) based upon claims arising out of or in connection with the performance or

nonperformance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

ARTICLE V.

MISCELLANEOUS

SECTION 5.1 TERM OF AGREEMENT. (A) Initial Term. This Agreement shall be legally binding upon Rockland Green and the Recyclables Provider from the date of the execution and delivery hereof, and shall continue in full force and effect until September 19, 2021, unless earlier terminated in accordance with the terms of this Agreement, in which event the term of this Agreement shall be deemed to have expired as of the date of such termination (the “Initial Term”).

(B) Renewal Term. This Agreement may be renewed by Rockland Green, at Rockland Green’s sole option, upon ninety (90) days’ written notice to the Recyclables Provider prior to the expiration of the Initial Term, for an additional term of up to one year, as determined by Rockland Green (the additional term of up to one year shall constitute a “Renewal Term” and together with the “Initial Term”, the “Term”).

SECTION 5.3 CHANGES TO ALLOWABLE MATERIALS. At its discretion, Rockland Green may revise the definition of Acceptable Materials. The Recyclables Provider shall cooperate with Rockland Green to include any new materials within the Acceptable Materials delivered to the Facility or to exclude any particular materials from Acceptable Materials, as designated by Rockland Green.

SECTION 5.4 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly executed by both parties.

SECTION 5.5 NOTICE OF LITIGATION. Each party shall deliver written notice to the other of any litigation or similar proceeding to which it is a party and which questions the validity or enforceability of this Agreement or any other contract or agreement executed by Rockland Green or the Recyclables Provider or any regulatory or license, permit or approval issued in connection herewith.

SECTION 5.6 FURTHER ASSURANCES. At any and all times Rockland Green and the Recyclables Provider so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 5.7 ASSIGNABILITY. This Agreement may be assigned by the Recyclables Provider only with the prior written consent of Rockland Green. Rockland Green may, without the consent of the Recyclables Provider, make assignments, create security

interests in its rights hereunder and pledge monies receivable hereunder as may be required in connection with the issuance of bonds.

SECTION 5.8 INDEMNIFICATION.(A) By Authority. To the extent permitted by law, Rockland Green agrees that it will protect, indemnify and hold harmless the Recyclables Provider and its respective officers, employees, agents, representatives, contractors and subcontractors from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, and will defend such parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of (1) the negligence or fault of Rockland Green or any of its officers, members, employees, agents, representatives, contractors or subcontractors in connection with its obligations or rights under this Agreement, or (2) the performance or non-performance of Rockland Green's obligations under this Agreement.

(B) By Recyclables Provider. To the extent permitted by law, the Recyclables Provider agrees that it will protect, indemnify and hold harmless Rockland Green and its respective officers, employees, agents, representatives, contractors and subcontractors from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, and will defend such parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of (1) the negligence or fault of the Recyclables Provider or any of its officers, members, employees, agents, representatives, contractors or subcontractors in connection with its obligations or rights under this Agreement, or (2) the performance or non-performance of the Recyclables Provider's obligations under this Agreement.

SECTION 5.9 UNCONTROLLABLE CIRCUMSTANCES. Except as otherwise provided herein with respect to the Service Covenant, neither party shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement to the extent due to the occurrence of an Uncontrollable Circumstance. The party experiencing an Uncontrollable Circumstance shall give prompt written notice to the other, and use all reasonable efforts to eliminate the cause thereof, reduce costs and resume performance hereunder.

SECTION 5.10 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 5.6 hereof.

SECTION 5.11 ACTIONS OF ROCKLAND GREEN IN ITS GOVERNMENTAL CAPACITY. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of Rockland Green in its governmental or regulatory capacity, or as limiting the right of the Recyclables Provider to bring any legal action against Rockland Green, not based on this Agreement, arising out of any act or omission of Rockland Green in its governmental or regulatory capacity.

SECTION 5.12 NOTICES. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, as follows:

If to Rockland Green: Executive Director
Rockland County Solid Waste Management Authority
172 Main Street
Nanuet, New York 10954

If to the Recyclables
Provider: Mayor
Borough of Allendale
500 West Crescent Avenue
Allendale, New Jersey 07401

Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by notice to the other party.

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

ROCKLAND COUNTY SOLID WASTE
MANAGEMENT AUTHORITY

By: _____
Name: Gerard M. Damiani, Jr.
Title: Interim Executive Director

ATTEST: BOROUGH OF ALLENDALE

By: _____
Name:
Title:

APPENDIX A

LITIGATION

I. Litigation of Rockland Green

As of the Contract Date there is no action suit or other proceeding, at law or in equity before or by any court or governmental authority pending or, to Rockland Green's best knowledge, threatened against Rockland Green which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Rockland Green in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by Rockland Green of its obligations hereunder or under any such other agreement or instrument.

II. Litigation of the Recyclables Provider

[To be provided by Recyclables Provider]

APPENDIX B

DESIGNATED HAULER AUTHORIZATION PROCESS

Rockland Green's Designated Hauler authorization process shall be as follows:

The Recyclables Provider shall compile and provide Rockland Green with the following information about all Designated Haulers' name and address; identification number; and area of collection and transportation to the extent known.

The Recyclables Provider shall require and cause all Designated Haulers to be insured with a \$1,000,000 level of automobile liability coverage, and shall provide Rockland Green with a copy of a certificate of insurance which evidences such coverage.

All Designated Haulers delivering materials to the Facility shall be weighed at Rockland Green designated scales when entering and exiting the Facility.

Rockland Green shall maintain a list of haulers that are debarred from entering the Facility site to deliver Acceptable Materials for processing or disposal for failure to comply with the "Designated Hauler Delivery Requirements" set forth herein.

Rockland Green's Designated Hauler debarred list will be updated annually by Rockland Green and transmitted to the Recyclables Provider. If a hauler is not identified in Rockland Green's debarred list, the hauler shall be deemed authorized by Rockland Green and, upon being authorized by the Recyclables Provider, shall be defined as a Designated Hauler under this Agreement. If the Designated Hauler is subsequently placed on the debarred list by Rockland Green, Rockland Green shall notify the Recyclables Provider and the Designated Hauler shall no longer be authorized by Rockland Green to deliver Acceptable Materials to the Facility.

Rockland Green's procedure for placing a Designated Hauler on Rockland Green's Designated Hauler debarred list is as follows:

1. First Failure to Comply.

Upon a Designated Hauler's first failure to comply with Rockland Green's Designated Hauler Delivery Requirements, Rockland Green will send a written warning to the Designated Hauler identifying such failure. A copy of such warning shall be delivered by Rockland Green to the Recyclables Provider at the same time such warning is delivered to the Designated Hauler.

2. Second Failure to Comply.

Upon a Designated Hauler's second failure to comply with Rockland Green's Designated Hauler Delivery Requirements, Rockland Green will send a written notice to the Designated Hauler identifying such failure and a statement that upon the Designated Hauler's third failure to comply with the Designated Hauler Delivery Requirements, Rockland Green shall place such hauler on Rockland Green's debarred list. A copy of

such notice shall be delivered by Rockland Green to the Recyclables Provider at the same time such notice is delivered to the Designated Hauler.

3. Third Failure to Comply.

Upon a Designated Hauler's third failure to comply with Rockland Green's Designated Hauler Delivery Requirements, Rockland Green will place such hauler on Rockland Green's debarred list. Rockland Green will send a written notice to the Designated Hauler stating that the Designated Hauler has been placed on Rockland Green's debarred list and is no longer allowed to deliver Acceptable Materials to the Facility site. A copy of such notice shall be delivered by Rockland Green to the Recyclables Provider at the same time such notice is delivered to the Designated Hauler.

Notwithstanding the procedure set forth above, the Designated Hauler Delivery Requirements may provide for an emergency debarment procedure.

DESIGNATED HAULER DELIVERY REQUIREMENTS

I. Hauler Requirements

The Designated Hauler shall not:

1. Operate its vehicles in an unsafe manner at the Scalehouse site and on the Facility site.
2. Operate uninspected or unsafe vehicles.
3. Repeatedly spill Acceptable Materials onto the Facility site or local roads; and fail to cover open-top vehicles containing Acceptable Materials.
4. Allow its employees to behave in a belligerent or threatening manner.
5. Fail to affix the Rockland County Department of Health specified registration numbers or stickers on vehicles.
6. Fail to follow rules for vehicle weighing, queuing, tipping and circulation patterns.
7. Fail to follow designated routes or traveling on prohibited routes to the Facility site.
8. Cause damage to the Scale, Scalehouse, Facility or the Facility site.
9. Deliberately deliver Unacceptable Materials or Hazardous Waste to the Facility.
10. Fail to remove from the Facility and Facility site Unacceptable Materials tipped from the Designated Hauler's vehicle.
11. Fail to reimburse Rockland Green for its costs of handling Unacceptable Materials or Hazardous Waste delivered to the Facility.
12. Fail to pay any fees which are past due to Rockland Green upon receipt of written notice.
13. Fail to supply information requested by Rockland Green which is reasonably necessary for Rockland Green to carry out its obligations.
14. Fail to keep Commingled Containers separate from Commingled Paper.
15. Fail to deliver Acceptable Material collected within Rockland County to an Authority facility.
16. Deliberately deliver of Acceptable Material collected outside the boundaries of Rockland County other than from the Borough of Allendale.

APPENDIX C

MATERIALS DELIVERY PROTOCOL

Introduction

This Appendix establishes the standards by which the Recyclables Provider shall cause Acceptable Materials to be delivered to the Facility.

Delivery of Acceptable Materials

- Delivery of Acceptable Materials to the Facility shall, in addition to the standards set forth herein, be subject to any further standards adopted by Rockland Green;
- Delivery of Acceptable Materials to the Facility shall be restricted to Designated Haulers;
- Delivery of Acceptable Materials shall be in vehicles with either dedicated loads of Commingled Paper or Commingled Containers or with combined loads of physically separated Commingled Paper from Commingled Containers which can be discharged separately; and
- Acceptable Material shall not be delivered in bags and Acceptable Material delivered in containers shall not be compacted to more than 250 pounds per cubic yard. This equates to the following payload limits:
 - 3.13 Tons in a 25 cubic yard compactor truck;
 - 3.88 Tons in a 31 cubic yard compactor truck; or
 - 12.5 Tons in a 100 cubic yard trailer.

Removal of Materials

The Recyclables Provider shall not remove any of the Acceptable Materials listed in Appendix E, including aluminum cans, aluminum pie plates, HDPE plastics and PET plastics from loads of Commingled Containers which are to be delivered to the Facility pursuant to the terms of this Agreement.

APPENDIX D

MATERIALS DELIVERY INFORMATION

The Recyclables Provider shall supply the following materials delivery information requested in this Appendix D. Such information may be supplied by the inclusion of documents or excerpts of documents wherein such information is provided.

- Estimated quantities of Acceptable Materials to be delivered.
- Estimated schedule of deliveries.
- Composition of deliveries, including whether deliveries will be pure or commingled and whether Acceptable Materials will be delivered in vehicles with dedicated loads of Commingled Paper or Commingled Containers or with combined loads of physically separated Commingled Paper from Commingled Containers which can be discharged separately.
- Type of delivery vehicles.

[The following information is to be reviewed and/or provided by Recyclables Provider]

1) Estimated Quantities of Acceptable Materials Delivered

Commodity	2019 Tonnages
Commingled	[]
Mixed Fiber	[]
OCC	[]
Total	[]

2) Estimated Schedule of Deliveries:

3) Composition of Deliveries, including whether deliveries will be pure or commingled and whether Acceptable Materials will be delivered in vehicles with dedicated loads of Commingled Paper or Commingled Containers or with combined loads of physically separated Commingled Paper from Commingled Containers which can be discharged separately:

4) Type of Delivery Vehicles:

- Packer Truck
- Roll-off Truck
- Split Body Collection Vehicle

APPENDIX E

ACCEPTABLE MATERIALS

Unless otherwise revised by Rockland Green in accordance with Section 5.2 of this Agreement, the following definitions shall apply to this Agreement:

“Acceptable Materials” includes Commingled Paper and Commingled Containers which are collected by or on behalf of the Recyclables Provider from the residents of the Recyclables Provider

“Commingled Paper” includes newspaper, corrugated containers, magazines, white and colored ledger (office paper), computer printout paper, telephone and paperback books, junk mail, kraft paper (brown grocery bags), and other paper so designated by Rockland Green with the agreement of the Recyclable Provider.

“Commingled Containers” includes glass containers/bottles regardless of color, aluminum cans, tin and bi-metallic containers/cans, mixed rigid plastics, high density polyethylene (HDPE) plastic containers, polyethylene, terephthalate (PET), aluminum foil/pie plates, milk cartons and drink boxes (gable-top, aseptic packaging), and other containers so designated by Rockland Green with the Agreement of the Recyclable Provider.

“Unacceptable Materials” means all materials that are not Acceptable Materials, and includes, but is not necessarily limited to, plastic bags, plastic wrap, paper soiled with grease, paint, etc., wax-coated paper or cardboard, paper cups or plates, tissues, napkins, paper towels, hard covered books, hangers, styrofoam, electronics or batteries, sharps or medical waste, plastic utensils or plates, appliances, pots, pans, bowls, ceramic plates or mugs, toys or clothing. Also, with respect to either Commingled Paper or Commingled Containers, any contamination of such material that renders such material unsuitable for processing and marketing shall be deemed Unacceptable Materials.

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[Recycling Guide Follows on Next Page]

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: _____

Borough of Allendale, NJ

By: _____

Name:

Title:

Dated: _____

Rockland Green

By: _____

Name: Gerard M Damiani, Jr.

Title: Executive Director

**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, 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, 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. _____

DATE: _____, **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:

Dated: _____

By: _____

Printed: _____

Title: _____

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

DATE: 09/08/2022

RESOLUTION# 22-221

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 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, 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, 2022

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