

AGENDA
BOROUGH OF ALLENDALE
MAYOR AND COUNCIL
REGULAR SESSION – NOVEMBER 17, 2022
8:00 P.M.

A Regular Meeting of the Mayor and Council of the Borough of Allendale will be held in-person on November 17, 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. APPROVAL OF MINUTES:**
- September 8, 2022 Work Session
 - September 8, 2022 Regular Session
 - September 22, 2022 Work Session
 - September 22, 2022 Regular Session

V. SECOND READING AND PUBLIC HEARING ORDINANCE

The following ordinance published herewith was first read by title only on October 27, 2022 and posted on the bulletin board of the lobby of the municipal building and borough website.

ORDINANCE 22-14: AN ORDINANCE TO AMEND, SUPPLEMENT AND REVISE THE CODE OF THE BOROUGH OF ALLENDALE, LAND USE PROCEDURES, CHAPTER 40

VI. INTRODUCTION OF ORDINANCES

Motion that the following ordinance be introduced and passed on first reading and setting December 1, 2022 at 8:00 p.m. or as soon thereafter as the matter can be heard as the date and time, and the Council Chambers of the Allendale Municipal Building as the place for a hearing on said ordinance.

ORDINANCE 22-15: AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 128-8 OF THE CODE OF THE BOROUGH OF ALLENDALE ENTITLED “ADDITIONAL REQUIRED INSPECTIONS AND FEES.

AGENDA
BOROUGH OF ALLENDALE
MAYOR AND COUNCIL
REGULAR SESSION – NOVEMBER 17, 2022
8:00 P.M.

VII. CONSENT AGENDA

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

- RES 22-240:** AUTHORIZATION TO REFUND 2022 WATER OVERPAYMENT – ACCOUNT NO. 31135734612505.
- RES 22-241:** APPROVAL OF SHAH, CHIRAG V. BOROUGH OF ALLENDALE TAX APPEAL SETTLEMENT.
- RES 22-242:** RESOLUTION MODIFYING 2022 UPSEU SALARY RESOLUTION.
- RES 22-243:** AUTHORIZATION TO ENTER INTO A GRANT AGREEMENT - HANDICAP ACCESSIBLE BATHROOM AT THE FIREHOUSE CONTRACT NO. CS-ALL-FHBR-22.
- RES 22-244:** AUTHORIZATION TO ADVERTISE BID SPECIFICATIONS FOR 2023 SNOW PLOWING AND SALTING OF ALL MUNICIPAL AND SPECIFIED PRIVATE ROADS, PUBLIC AREAS IN THE BOROUGH OF ALLENDALE, AND ALL COUNTY ROADS WITHIN THE BOROUGH.
- RES 22-245:** RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF ALLENDALE, BERGEN COUNTY, APPOINTING AN ADMINISTRATIVE AGENT FOR THE ADMINISTRATION OF THE BOROUGH'S AFFORDABLE HOUSING UNITS AT 220 WEST CRESCENT AVENUE AND AUTHORIZING ENTERING INTO A CONTRACT WITH AN ADMINISTRATIVE AGENT FOR THE ADMINISTRATION OF AFFORDABLE UNITS.
- RES 22-246:** RESOLUTION APPOINTING ALLENDALE HOUSING, INC. AS THE ADMINISTRATIVE AGENT FOR FIRST RESPONDER UNITS AT 220 WEST CRESCENT AVENUE AND AUTHORIZING ENTERING INTO A CONTRACT WITH AHI FOR THE ADMINISTRATIVE AGENT OF THE FIRST RESPONDER UNITS.
- RES 22-247:** BILL LIST – NOVEMBER 17, 2022

AGENDA
BOROUGH OF ALLENDALE
MAYOR AND COUNCIL
REGULAR SESSION – NOVEMBER 17, 2022
8:00 P.M.

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. COMMITTEE REPORTS AND COMMENTS

XI. STAFF REPORTS

XII. PUBLIC COMMENTS

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

XIII. ADJOURNMENT

Additional items may be added to this agenda. Final action may be taken on all matters listed or added to this agenda. This agenda was prepared as of 11/14/2022 with all available information as of this date.

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

ORDINANCE 22-14

**AN ORDINANCE TO AMEND, SUPPLEMENT AND REVISE
THE CODE OF THE BOROUGH OF ALLENDALE,
LAND USE PROCEDURES, CHAPTER 40**

BE IT ORDAINED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that § 40-24(D) of Chapter 40 of the Code of the Borough of Allendale, entitled “Land Use Procedures”, be and hereby is amended, supplemented and revised in its entirety to read as follows:

Chapter 40. Land Use Procedures

Article III. Provisions of Combined Board

§ 40-24. Fees.

- D. In addition to the fees noted in subsections (A), (B) and (C) of this §40-24, an applicant with a pending application or appeal before the Land Use Board shall place in an escrow account with the Treasurer of the Borough of Allendale a \$1,000 fee in connection with an application or appeal concerning a residential property, and a \$3,000 fee in connection with an application or appeal concerning a commercial property, as applicable, in order to cover legal fees of the attorney for the Land Use Board, engineering fees of the Borough Engineer, publication fees, and resolution fees incurred by the Borough in the processing of the application, and such other fees and costs for other professional consultants as the Land Use Board may from time to time reasonably and within its sole discretion determine are necessary for a proper review of the application and to supplement the applicant in support thereof.

BE IT FURTHER ORDAINED that, except as modified herein, all other provisions of Chapter 40 shall remain in full force and effect as previously adopted.

Council	Motion	Second	Yes	No	Abstain	Absent
Homan						
Lovisolo						
O’Connell						
O’Toole						
Sasso						
Wilczynski						
Mayor 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 November 17, 2022.

Linda Louise Cervino, RMC
Municipal Clerk

Mayor Ari Bernstein

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

ORDINANCE 22-15

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 128-8 OF THE
CODE OF THE BOROUGH OF ALLENDALE ENTITLED “ADDITIONAL REQUIRED
INSPECTIONS AND FEES”**

BE IT ORDAINED by the Governing Body of the Borough of Allendale, County of Bergen, State of New Jersey that Section 128-8(D) of Chapter 128-8 of the Code of the Borough of Allendale, entitled “Additional Required Inspections and Fees”, be and hereby is amended, supplemented and revised in its entirety to read as follows:

§ 128-8 Additional required inspections and fees.

- D. The following fees shall be required for each building use within the Borough of Allendale. All fees shall be invoiced annually. New businesses will be invoiced upon receipt of registration.
1. Business Registration Fees (any building, structure or premises or part there of used for business)
 - (a) One square foot to 400 square feet: \$ 50.00
 - (b) 401 square feet to 2000 square feet: \$ 75.00
 - (c) 2001 square feet to 5000 square feet: \$ 125.00
 - (d) 5001 square feet to 10,000 square feet: \$ 175.00
 - (e) 10,001 square feet to 15,000 square feet: \$ 225.00
 - (f) 15,001 square feet to 20,000 square feet: \$ 275.00
 - (g) 20,001 square feet to 25,000 square feet: \$ 325.00
 - (h) 25,001 square feet to 37,500 square feet: \$ 375.00
 - (i) Over 37,500 square feet \$ 10.00 per 1,000 square foot

BE IT FURTHER ORDAINED that except as modified herein, all other provisions of Chapter 128 shall remain in full force and effect as previously adopted.

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

I hereby certify the above to be a true copy of an Ordinance introduced by the Governing Body of the Borough of Allendale on November 17, 2022.

Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 11/17/2022

RESOLUTION# 22-240

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 TO REFUND 2022 WATER OVERPAYMENT –
ACCOUNT NO. 31135734612505**

BE IT RESOLVED by the Council of the Borough of Allendale that the Water Collector is hereby authorized to issue the following refund check for overpayment on the account listed below and charge same to Water Rents/Overpayments for 2022:

Account Number	Name	Amount
31135734612505	Mahdi Soudkhah 40 Pine Road Allendale, NJ 07401	\$706.44

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on November 17, 2022.

Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 11/17/2022

RESOLUTION# 22-241

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 SHAH, CHIRAG V.
BOROUGH OF ALLENDALE TAX APPEAL SETTLEMENT**

WHEREAS, the taxpayer, Chirag Shah, appealed the assessment levied on Block 1202, Lot 8 for the tax year 2022; and

WHEREAS, the subject property is located at 234 Mac Intyre Lane; and

WHEREAS, the Plaintiff was represented by an Attorney in this matter;
and

WHEREAS, the Borough Tax Assessor and Borough Tax Expert have approved and recommend that the appeal be settled as follows: the 2022 Assessed Value will be reduced from \$2,389,700 to \$2,289,700; and

WHEREAS, there are sufficient funds available in the reserve for tax appeals account to satisfy the 2021 tax refund, if any; and

WHEREAS, the assessor is of the opinion that the valuation of the subject property is consistent with true value of the property.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that:

The proposed settlement for the tax appeals encaptioned Shah, Chirag v. Borough of Allendale as hereinbefore set forth is approved and the Borough Tax Attorney or a member of his firm is authorized to execute all documents necessary to effectuate its terms.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on November 17, 2022.

Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 11/17/2022

RESOLUTION# 22-242

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

RESOLUTION MODIFYING 2022 UPSEU SALARY RESOLUTION

WHEREAS, the Borough of Allendale (the "Borough") has heretofore adopted its 2022 Salary Resolution #22-58, dated January 3, 2022; and

WHEREAS, the Borough wishes to modify the same so as to reflect that the hourly rate of Charlotte Zinn, Technical Assistant to the Building Department, shall be \$28.71 retroactive January 1, 2022; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that the hourly rate of the Technical Assistant to the Building Department shall be \$28.71 retroactive January 1, 2022; and

BE IT FURTHER RESOLVED THAT that the Mayor, Borough Clerk, Borough Attorney, and Chief Financial Officer are authorized to take all appropriate steps 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 November 17, 2022.

Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 11/17/2022

RESOLUTION# 22-243

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 TO ENTER INTO A GRANT AGREEMENT -
HANDICAP ACCESSIBLE BATHROOM AT THE FIREHOUSE
CONTRACT NO. CS-ALL-FHBR-22**

BE IT RESOLVED, that the Mayor and Council of the Borough of Allendale wishes to enter into a grant agreement with the County of Bergen for the purpose of using \$ \$75,000.00 in 2022 Community Development Block Grant funds for Handicap Accessible Bathroom at the Firehouse, 1 Erie Plaza, Allendale, New Jersey 07401.

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorizes Ron Kistner to be a signatory for the aforesaid grant agreement; and

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorizes Ron Kistner to sign all County vouchers submitted in connection with the aforesaid project; and

BE IT FURTHER RESOLVED, that the Mayor and Council recognizes that the Borough of Allendale is liable for any funds not spent in accordance with the Grant Agreement; and that liability of the Mayor and Council is in accordance with HUD requirements.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on November 17, 2022.

Linda Louise Cervino, RMC
Municipal Clerk



**COUNTY OF BERGEN
COMMUNITY DEVELOPMENT**

One Bergen County Plaza ■ 4th Floor ■ Hackensack, NJ 07601-7076
(201) 336-7200 ■ Fax (201) 336-7247

James J. Tedesco, III
County Executive

Robert G. Esposito
Director

November 3, 2022

Ron Kistner, Administrator
Borough of Allendale
500 West Crescent Avenue
Allendale, NJ 07401

RE: Handicap Accessible Bathroom at the Firehouse

Dear Ms. Kistner:

Enclosed is the contract for on the above reference project. Please complete the following items and return the contract to this office **no later than 30 days from the date of this letter.**

1. Have page 3 signed, attested and sealed by the proper officials
2. Complete attachments' B & D.
3. Submit a certificate of insurance in accordance with attachment E. (*If not members of Joint Insurance you must insert The County of Bergen and its Officials, Employees, and Agent as additional insured*)
4. Municipal Resolution to enter into a Grant agreement. (A sample enclosed)
5. **IF you were awarded funding for a construction project, it is required by HUD regulation to Conduct an Environmental Review and hold a Pre-Construction conference in order to obtain approval to release funding. Failure to comply with these policies may jeopardize your funding. (24 CFR58 and CDBG Policy Memorandums 95-04 and 10-04)**

A fully executed contract will be returned to you for your files.

If you need anything further, Please call me at (201) 336-7222.

I look forward to working with you for the successful implementation and completion of your project.

Sincerely,

Carmela Sciglitano
Contract Administrator II

COUNTY OF BERGEN

CONTRACT



CONTRACT NUMBER: CD-ALL-FHBR-22 **TERM OF CONTRACT:** 07/01/22-06/30/23

ACCOUNT NUMBER: 21-213-753-235-50-07

CONTRACTOR: Borough of Allendale

PROGRAM: Handicap Accessible Bathroom at the Firehouse

Contract Pages 1 **to** 11 **and attachments** A **through** K

COUNTY OF BERGEN

Contract Number: CS-ALL_FHBR- 22

CONTRACT SUMMARY SHEET

Contractor Information

Name: Borough of Allendale

Address: 500 West Crescent Avenue, Allendale NJ 07401

Chief Executive Officer: Ari Bernstein

Chief Financial Officer:

Contact Person: Ron Kistner

Phone No. 201-818-4400

Vender I.D.: 700170 **CCR#**64RFO **DUNS#** 076688548 **Federal Identification No.:** 22-6001632

County Information

Department: Administration and Finance

Division: Community Development

Address: One Bergen Plaza-4th Floor Hackensack, NJ 07601

Contact Person: Carmela Sciglitano

Phone: (201) 336-7222

Source of Funds

	<u>Amount</u>	<u>Account Number</u>	<u>Account Title</u>
State:			
Federal:	\$75,000.00	21-213-753-235-50-07	Handicap Accessible Bathroom at the
Firehouse			
County:			
Other:			
Municipal:			
Total:	\$75,000.00		

Program Information

Program Name: Handicap Accessible Bathroom at the Firehouse **Phone No.:** 201-818-4400

Project Site Address: 1 Erie Plaza, Allendale, NJ 07401

Program Contact Person: Ron Kistner

Title: Administrator

Purpose: Funds will be used to rehabilitate the existing bathroom for handicap accessibility.

COUNTY OF BERGEN

Contract Number: CS-ALL-FHBR- 22

SIGNATURE SHEET

The parties hereto acknowledge this Contract Number: CS-ALL-FHBR- 22, consisting of pages 1 - 11, consecutively, and attachments A thru K .

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this contract as of 07/01/2022.

FOR CONTRACTOR USE ONLY:

ACCEPTED AND AGREED:

Borough of Allendale
(Contractor/Organization)

By: _____

Print: _____

Title: _____

Date: _____

(Secretary to the Board/Governmental Clerk)

ATTEST: (Affix Seal)

FOR COUNTY USE ONLY:

COUNTERSIGNED:

Community Development
(Department, Division)

By _____

Robert G. Esposito, Director

Date: _____

By _____

James J. Tedesco III, County Executive or

Thomas J. Duch Esq., County Counsel / Acting County Administrator

Date: _____

ATTEST: _____ Date: _____
(Affix Seal)

The aforementioned **CONTRACT** has been reviewed and approved as to from

COUNSEL, COUNTY OF BERGEN

By: _____

Date: _____

COUNTY OF BERGEN

Contract Number: CS-ALL-FHBR- 22

DEFINITIONS

For the purposes of this document, the following terms shall have meanings as stated:

1. **Contract** means this document, the Attachment(s) and any additional appendices (including any approved assignments, subcontracts or modifications) and all supporting documents.
2. **Contractor** means party entering into contract with the County of Bergen.
3. **County** means County of Bergen.
4. **Notice** means an official written communication between the County of Bergen and the Contractor. All notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose In the Attachment(s) or such other persons as either party may designate in writing.
5. **Termination** means an official cessation of this contract, resulting either from routine expiration or from action taken by the County of Bergen or the Contractor, in accordance with provisions contained in this contract, to nullify the contract prior to the terms.

COUNTY OF BERGEN

Contract Number: CS-ALL-FHBR- 22

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SUPPLEMENTARY PROVISIONS ATTACHMENTS

- “A” Scope of Services
- “B” Approved Budget
- “C” Method of Payment and Reporting Requirements
- “D” Statement of Adequacy of Accounting System
- “E” Insurance
- “F” Program Income, Time of Performance & Contractor Requirements
- “G” Commissioner Authorizing Resolution
- “H” Contractor Authorizing Resolution c Is Is not required
- “I” General Terms and Conditions
- “J” Records to be maintained
- “K” Addendum: WBE/DBE/MBE Requirement

COUNTY OF BERGEN

Contract Number: CS-ALL-FHBR- 22

GENERAL PROVISIONS

THIS CONTRACT, entered into this 1st day of July, 2022, by and between the County of Bergen, hereinafter referred to as the "COUNTY"; and

Name: Borough of Allendale

Address: 500 West Crescent Avenue, Allendale NJ 07401

hereinafter referred to as the "CONTRACTOR".

Witnesseth That:

1. **Term of contract.** This CONTRACT shall be effective as of the 1st day of July, 2022, and shall terminate no later than the 30th day of June, 2023.

2. **Compliance with Existing Laws.** The CONTRACTOR, in order to induce the County to award this contract, agrees to comply with all Federal, State, County and Municipal laws, rules, and regulations generally applicable to the activities in which the CONTRACTOR is engaged in the performance of the contract.

These laws, rules, and regulations include, but are not limited to the following:

Federal Office Management and Budget (OMB) documents:

2 CFR Part 200- (200.0 to 200.521) Regulations "as now in effect and as may be amended from time to time".

Subpart A: Acronyms and Definitions 200.0 -200.99

Subpart B: General Provisions – 200.100 -200.213

Subpart C: Pre Federal Awards Requirements and Contents of Federal Awards- 200.200 -200.213

Subpart D: Post Federal Awards Requirements- Standards for Financial and program Management; property Standards;

Procurement Standards; Performance and Financial Monitoring and Reporting; Sub recipient Monitoring and Management

Records Retention and Access; Remedies for Non Compliance; Closeout, Post Closeout Adjustments and Continuing

Responsibilities and Collection of Amounts Due – 200.300 – 200.345

Subpart E: Cost Principles – 200.400 -200.475

Subpart F: Audit Requirements - 200.500-200.521

New Jersey State Officer of Management and Budget documents:

Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments

State Grant Compliance Supplement

Local Public Contracts Law

Failure to comply with the laws, and regulations shall be grounds for terminations of the agreements

3. **Termination and Suspension.** The following definitions shall apply for the purposes of this section:

- I. Termination - The termination of this contract means the cancellation of assistance, in whole or part, under this contract at any time prior to the date of completion.
- II. Suspension - The suspension of a contract is an action by the County which temporarily suspends assistance under the contract pending corrective action by the CONTRACTOR or pending a decision to terminate the contract by the County.
- III. Disallowed Costs - Disallowed costs are those charges which the County or its representatives determine to be beyond the scope of the purpose of this contract, excessive, or otherwise unallowable.

A. When the CONTRACTOR has failed to comply with contract stipulations, standards, or conditions, the County may suspend the contract and withhold further payments; prohibit the CONTRACTOR from incurring additional obligations of funds allocated hereunder pending corrective action by the CONTRACTOR; or decide to terminate the contract in accordance with paragraph B below.

B. The County may terminate the contract in whole, or in part whenever it is determined that the CONTRACTOR has failed to comply with the conditions of this contract. The County shall promptly notify the CONTRACTOR, in writing, of the determination and the reasons for the termination together with the effective date. Reasons may be one or more, but not limited to paragraphs (1) thru (8) listed below. Payments made to the CONTRACTOR or recoveries by the County under the contract terminated for cause shall be in accord with the legal rights and liability of the parties.

(1) Utilization of any portion of the appropriation hereunder to employ or otherwise compensate any person employed by the COUNTY who has directly participated in the negotiation or approval of this CONTRACT;

(2) Discovery of any pecuniary or personal interest by the CONTRACTOR, its employees, voluntary employees, its Officers, its Trustees, or its Directors in the Program, or in any contract emanating from the operation of this program;

(3) Failure, for any reason of the CONTRACTOR to satisfy its obligations under this CONTRACT;

(4) Submission by the CONTRACTOR to the County, reports that are incorrect or incomplete in any material respect; if not amended within 10 Business Days;

(5) Any improper or inefficient use of funds, provided under the CONTRACT;

(6) Failure of the CONTRACTOR to permit the Bergen county Executive or His/Her Designee to make an inspecting of the administrative or operational facilities of the Program;

(7) Conduct or acts of the CONTRACTOR and/or its staff which are detrimental to the objectives of this Program;

(8) Any violation of the New Jersey Conflict of Interest Law, N. J. S. A. 52:13D - 12 et seq.

C. The County and the CONTRACTOR may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination condition including the effective date and in case of partial terminations, the portion to be terminated. The CONTRACTOR shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.

D. In the event the funds required by the parties from local, State and Federal sources are not obtained and continued at an aggregate level sufficient to allow for the provision of the indicated quantity of service, the obligation of each party hereunder shall thereupon be reduced, or in the case of a complete failure of funds, terminated, provided that any termination of this CONTRACT shall be without prejudice to any obligations or liabilities of any party already accrued prior to such termination.

E. If the COUNTY determines to terminate this CONTRACT for any of the aforementioned reasons, it shall promptly notify the CONTRACTOR in writing of the determination and the reasons for the termination together with the effective date. Before termination, the COUNTY may, in its sole discretion, allow the CONTRACTOR the opportunity to correct any non-compliance under this CONTRACT by notifying the CONTRACTOR that said non-compliance may be corrected within a time period specified by the COUNTY and that failure to correct non-compliance shall result in termination of this CONTRACT.

F. Upon termination of this CONTRACT, the CONTRACTOR shall forthwith return all unexpended proceeds of the grant to the COUNTY.

4. Retention of Records. The CONTRACTOR agrees to retain all records relevant to this CONTRACT for three years after final payment unless an audit is in progress or exceptions have not been resolved and State and County auditors and any other person duly authorized by the COUNTY shall have full access to and the right to examine any of the said documents during the three year period. Any claimed waiver of these rights or privileges must be documented in writing.

5. Scope of Services. The CONTRACTOR will be responsible for the administration of the Program and will utilize the Grant Funds to undertake the Program as described in Attachment "A", which is annexed hereto and made a part hereof.

Funds available under this CONTRACT will be applied toward the specific activities enumerated in Attachment "A".

6. Compensation. The COUNTY shall grant to the CONTRACTOR a sum not to exceed the total amount covered by this CONTRACT. The CONTRACTOR shall expend Program funds in accordance with the Approved Budget as set forth in Attachment "B", which is annexed hereto and made a part hereof. The CONTRACTOR is permitted, with the prior written approval of the County, to transfer funds of the approved Budget in an amount not to exceed (5) percent of the Contract amount between Sections of the Budget.

Not Withstanding this provision, it is understood and agreed the CONTRACTOR may not expend or obligate any amount in excess of the Total Approved Budget.

7. Method of Payment. The COUNTY shall make payments under this CONTRACT upon the submission of a properly executed County of Bergen Direct Voucher, together with such other documentation as may be required. The manner and form of such submissions shall be in accordance with the procedures described in Attachment "C", which is annexed hereto and made a part hereof.

8. Personal Property. If Property, including but not limited to equipment and supplies, is purchased by the CONTRACTOR for less than \$100.00 per item and is utilized for 3 consecutive years from the date of said acquisition for approved contract purposes, title to said property shall vest in the CONTRACTOR. If Property, including but not limited to equipment and supplies is purchase by the CONTRACTOR for less than \$100.00 per item and is utilized for less than 3 years from the date of said acquisition for approved contract purpose, title to said property shall revert to the County at the sole discretion of the County. Property including but not limited to equipment and supplies costing more than \$100.00 per item at the time of acquisition, shall be utilized and retained by the CONTRACTOR for approved contract purposes as long as said property is utilized for purposes consistent with the terms and purpose of this contract. If and when the CONTRACTOR fails to utilize property in accordance with the above, title and possession shall immediately revert to the County.

9. Unexpended Fund Balances. The CONTRACTOR may incur costs only during the period set forth in paragraph No. 1 on page 6 of this CONTRACT. Expenditures made before or after these dates shall be disallowed. Any unexpended or unencumbered fund balance remaining shall be returned to the COUNTY within sixty (60) days from the termination of the contract. The COUNTY, at its discretion, may authorize the CONTRACTOR to use the unexpended grant funds.

In no event shall the CONTRACTOR use unexpended grant funds after the contract period without the express written approval of the COUNTY.

10. Assignability. The CONTRACTOR shall not subcontract any of the work or services by this CONTRACT, not shall any interest in the CONTRACT be assigned or transferred, except as may be provided within the terms of this CONTRACT or the express written approval of the COUNTY.

11. Acquisition of Real Property and Rehabilitation. The following provisions and conditions are applicable to the expenditure of grant monies in any amount for the acquisition of real property and rehabilitation.

A. The premises will not be sold at any time to any other corporation or individual without the express written approval of the County Executive. Any approved sale will be in accordance with applicable federal, state, and local laws and regulations in effect at the time of the sale. The County will be entitled to compensation from the sale in accordance with those regulations in an amount equal to the County's pro rata contribution to the fair market value of the property.

B. In the event that the premises cease to be used at any time for the purpose intended hereunder, the county will have the right to seek the return of a pro rata portion of its grant monies in accordance with applicable federal regulations in force at that time. Any change in use of the facility must also be made in accordance with applicable federal regulations.

C. It is understood and agreed by the parties hereto, that the County reserves the right to record this contract

12. Insurance. This CONTRACT shall not take effect and the CONTRACTOR shall not commence work under this CONTRACT until all insurance required hereunder and certificates of proof have been furnished to the COUNTY.

The CONTRACTOR shall indemnify and hold the County, its employees and agents, harmless from any and all loss, liability or damage of any kind whatsoever, including but not limited to reasonable attorneys' fees and court costs arising out of or in any manner occasioned by breach by CONTRACTOR, its agents, employees, servants or subcontractors, of any covenant, term and/or condition of this contract, or by the negligence, improper conduct, intentional acts or omission of the CONTRACTOR, its agents, employees, servants or subcontractors. The required amount of insurance is set forth as follow in Attachment "E" which is annexed hereto and made a part hereof.

13. Compliance.

A. The CONTRACTOR, in order to induce the COUNTY to enter into this contract, agrees that it shall comply with all provisions of the authorizing appropriation, the act, and any requirements which the COUNTY may issue. It is further agreed that the CONTRACTOR shall seek its own source of funding in anticipation of the expiration of this contract. In no event shall this contract be construed as a commitment by the COUNTY to expend beyond the termination date set forth in paragraph 1 on page 6 of this contract.

B. All vehicles operated by the Program shall be in accordance with New Jersey Motor Vehicle Laws.

C. Narrative and statistical reports shall be provided as required in Attachment "C".

D. The CONTRACTOR agrees to maintain a caparison of outlays and budget amounts for each component of the Program, keep supporting documentation for all costs, and substantiate the reasonableness and allowability of all costs, among other requirements. The Contractor will designate a representative to be responsible for the administration of the Program and receive all communications from the County.

14. Liability Statement. The CONTRACTOR agrees to indemnify and hold the COUNTY harmless from any and all suits, claims and actions arising from or in the course of implementation of the Program including court costs and attorney's fees.

15. Monitoring, Auditing, Reporting and Evaluation.

A. The County shall monitor the management of the funds provided to the CONTRACTOR, in accordance with the requirements of Attachment "C".

B. The COUNTY and the CONTRACTOR agree that Representative(s) of the County shall have the right to make on-site visits to the premises where public services are being provided pursuant to this CONTRACT and to inspect or audit the CONTRACTOR'S financial records at any time, upon reasonable notice.

C. The CONTRACTOR shall, within ninety (90) days of the expiration of this CONTRACT, provide the County, Division of Treasury with certified audit, in accordance with 2 CFR Part 200.500 -200.521 Subpart F – Audit Requirements for the audit of non Federal entities expending Federal awards.. The audit shall also be in accordance with Government Auditing Standards by the Comptroller General of the United States (Yellow Book) and AICPA Standards. In addition, the County shall have the right to require additional schedules to the audit. The County shall also have the right to conduct its own external fiscal audit at any time after expiration or termination of this CONTRACT and the CONTRACTOR shall make its fiscal records available to the County for this purpose.

16. Other Funds. The CONTRACTOR shall not use funds provided under this CONTRACT to replace existing or committed financial support for the same Program, except as may be provided by this CONTRACT or with the express written approval of the COUNTY.

17. Program Income. Program Income, for the purposes of this Contract, means gross income that is received by a recipient or sub recipient and has been directly generated from the use of these funds allocated hereunder. For those program income-generating activities that are only partially assisted with these allocated funds, such income is prorated to reflect the actual percentage of all funds that were used Program income, if any, shall be treated by the CONTRACTOR as stated in Attachment "F: which is annexed hereto and made a part hereof.

18. Time of Performance. The services of the CONTRACTOR shall commence and terminate, as stated in Attachment "F".

19. CONTRACTOR Requirements. The CONTRACTOR will direct all communications concerning this CONTRACT as stated in Attachment "F".

20. **Amendments.** The COUNTY and/or the CONTRACTOR may, from time to time, require changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between the COUNTY and the CONTRACTOR shall be incorporated in written amendments to this CONTRACT and signed by all parties.

21. **Program Cancellation.** It is understood that if this CONTRACT is financed by Federal and/or State funds and in the event the Federal and/or State government discontinues the program or cancels the payment of additional funds, the COUNTY reserves the right to cancel this CONTRACT effective immediately, and in such an event the COUNTY shall only be obligated for the payment under this agreement for services rendered or work performed prior to the effective date of cancellation, provided such monies are provided by the Federal and/or State government.

22. **Obligations of CONTRACTOR with Respect to Certain Third Party Relationships.** The CONTRACTOR shall remain fully obligated under the provisions of this CONTRACT notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided to the CONTRACTOR pursuant to this CONTRACT. Any party which is not the CONTRACTOR shall comply with all lawful requirements of the CONTRACTOR necessary to insure that the program for which assistance is being provided under this CONTRACT is carried out in accordance with the CONTRACTOR'S assurances and certifications to the COUNTY.

23. **Compliance with Equal Opportunity Requirements.** The CONTRACTOR shall incorporate the requirements of paragraph (A.) in all of its contracts for program work, except contracts governed by paragraph (B.) Of this section, and will require all its contractors for such work to incorporate such requirements in all subcontracts for program work.

A. Activities and Contracts Not Subject to executive Order 11246 As Amended

The CONTRACTOR agrees that if any activities under this CONTRACT are not subject to Executive Order 11246, as amended then the CONTRACTOR shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, or national origin, handicap or familial status. The CONTRACTOR shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, handicap or familial status. Such actions, shall include, but are not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provision of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

B. In Regard to Contracts Subject to Executive Order 11246 As Amended:

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or familial status. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this non-discrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employment placed on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, handicap or familial status.

(3) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining Agreement, or other Agreement or understanding, a notice to be provided by the contract compliance office, advising the said union or workers representative of the CONTRACTOR commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1964, and of the rules, regulations and relevant order of the Secretary of Labor.

(5) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation and orders.

(6) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this CONTRACTOR, or with any of such rules, regulation or orders, this CONTRACT may be canceled, terminated or suspended, in whole or in part, and the CONTRACTOR may be declared ineligible for further government Contracts or federally assisted construction, pursuant to Contract procedures authorized in Executive Order 11246 of September 24, 1964, or by rule, regulation or of the Secretary of Labor, or as otherwise provided by law.

(7) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provision of paragraphs (1) through (7) in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1964, so that such provisions will be binding upon each subcontractor or vendor. A copy of the contract or purchase order format used should be submitted to the COUNTY for its file. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation by the Department, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

24. Affirmative Action. The CONTRACTOR agrees that it shall be committed to, and carry out an affirmative action program in keeping with the principles as provided in Executive Order 11246.

COUNTY OF BERGEN

Contract Number: CS-ALL-FHBR- 22

ATTACHMENT “A”

SCOPE OF SERVICES

CONTRACTOR: Borough of Allendale

PROGRAM: Handicap Accessible Bathroom at the Firehouse

OBJECTIVE: Community Development Funds will be used to rehabilitate an existing bathroom
For handicap accessibility.

PRIMARY ACTIVITIES:

RELATION TO OTHER PROGRAMS:

PERSONNEL: ATTACH JOB DESCRIPTION(S):

COUNTY OF BERGEN

Contract Number: CS-ALL-FHBR- 22

BUDGET

ATTACHMENT "B"

PROGRAM: Handicap Accessible Bathroom at the Firehouse

SUB-GRANTEE: Borough of Allendale

	CDBG	OTHER	TOTAL
1. Personnel			
2. Consultants/ Professional Fees			
3. Acquisition			
4. Equipment			
5. Supplies			
6. Travel			
7. Rent			
8. Construction cost:	\$75,000.00		\$75,000.00
9. Other			
10. Total	\$75,000.00		\$75,000.00

SOURCE OF FUNDS		
CDBG		<u>\$ 75,000.00</u>
LOCAL		\$
OTHER (Describe)		\$
TOTAL		<u>\$75,000.00</u>

AUTHORIZED SIGNATORY OF VOUCHERS	
Name: Ron Kistner	Title: Administrator
Name of Bank: Bank of America	
Address: 90 W. Allendale Avenue, Allendale NJ 07401	
Account Number# 004000001487	

ACTIVITY
<input type="checkbox"/> Public Service
<input type="checkbox"/> New Construction
<input type="checkbox"/> Rehabilitation
<input checked="" type="checkbox"/> Public Facilities & Improvements
<input type="checkbox"/> Acquisition
<input type="checkbox"/> Planning/Admin.

PROJECT SCHEDULE
Plans/Specs.: 7/22
Acquisition:
Construction
Start: 11/23
Completion: 11/23

Location: <u>N/A</u>
Land Use: _____
Building Area: _____
Dwelling units: _____

COUNTY OF BERGEN

Contract Number: CS-ALL FHBR- 22

ATTACHMENT “C”

Method of Payment and Program Reporting Requirements

The CONTRACTOR, shall be paid, upon execution of this CONTRACT and submission of properly executed Bergen County Direct Vouchers, a total sum not to exceed **75,000** , on a basis listed below:

- ☐ Monthly Basis
- ☐ Quarterly Basis
- ☐ After completion of contract period and submission of final report
- ☒ Other (Upon certification of work completed and submission of properly documented County vouchers including completed weekly payroll Forms for period of certification attached.)

The CONTRACTOR shall submit completed reports as follows:

Financial Reports

- ☐ Monthly
- ☐ Quarterly
- ☐ Other (Specify _____)
- ☒ Not Applicable

Level of Service Reports

- ☐ Monthly
- ☐ Quarterly
- ☒ Other (HUD Performance Measurement Report)
- ☐ Not Applicable

Narrative Reports

- ☐ Monthly
- ☐ Quarterly
- ☒ Other (Program Year Objectives & Accomplishments)
- ☐ Not Applicable

Other Reports

- ☐ Monthly
- ☐ Quarterly
- ☒ Other (Documentation of Compliance w/Fed., State & Local Regs.)
- ☐ Not Applicable

COUNTY OF BERGEN

Contract Number: CS-ALL-FHBR- 22

ATTACHMENT “D” (MUNICIPALITIES)

CERTIFICATION OF THE FINANCIAL MANAGEMENT SYSTEM BY THE SUB-GRANTEE

Gentlemen:

I hereby certify that the financial management system in use by Borough of Allendale

(the sub-grantee), for the project known as Handicap Accessible Bathroom at the Firehouse shall be adequate

to provide for the standards prescribed in the Office of Management and Budget,

2 CFR Part 200, (200.01-200.520, Subparts A to F) of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

2CFR Part 200: Subpart F excerpt (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity’s fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(d) ***Exemption when Federal awards expended are less than \$750,000.*** A non-Federal entity that expends less than \$750,000 during the non-Federal entity’s fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503: Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

Date

Name of CFO/Executive Director
(Type or Print)

Signature of CFO/Executive Director

COUNTY OF BERGEN

Contract Number: CS-ALL-FHBR- 22

ATTACHMENT “E”

INSURANCE

The Contractor shall assume all responsibility for his/her actions and those of anyone else working for him/her while engaged in an activity in accordance with this Contract.

The Contractor shall carry sufficient insurance to protect him/her and The County of Bergen from any bodily injury or property damage claims arising out of work performed under this Contract.

Evidence of insurance coverage shall be provided in the form of a Certificate of Insurance as detailed below:

1. **Commercial General Liability Insurance** coverage, equal in form to that offered under the latest version of ISO CG0001, as filed with and approved by The New Jersey Department of Banking and Insurance. This form may not be restricted in coverage by any endorsement attached to the policy. Policy limits shall not be less than:

\$1,000,000	Each Occurrence
\$ 50,000	Fire Legal Liability
\$1,000,000	Personal and Advertising Injury
\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate

The County of Bergen and its Officials, Employees, and Agents shall be names as Additional Insured.

2. **Commercial Automobile Liability Insurance** coverage, equal in form to that offered under the latest Standard ISO Form CA0001, as filed with and approved by The New Jersey Department of Banking and Insurance. Coverage shall be provided for Symbol 1 “Any Auto”, Symbol 2 “All Owned Autos”, Symbol 8 “Hired Vehicles”, and Symbol 9 “Non-owned Vehicles”. Coverage shall not be less than;

\$1,000,000	Combined Single Limit (CSL)
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The County of Bergen and its Officials, Employees, and Agents shall be names as Additional Insured.

(Required _____ Not Required ☒)

3. **Worker’s Compensation Insurance** coverage in accordance with the laws of The State of New Jersey and Employer’s Liability Limits not less than:

\$ Statutory Limits for Workers Compensation
\$100,000 Each Accident Employer’s Liability
\$100,000 Each Employee – Disease
\$500,000 Policy Limit – Disease

4. **Professional Liability Insurance** coverage with a limit of not less than:

\$1,000,000 Per Incident/Occurrence
\$1,000,000 Aggregate

The County of Bergen and its Officials, Employees, and Agents shall be names as Additional Insured.

(Required _____ Not Required ☒)

5. All insurance coverage’s provided to the Contractor in accordance with this Contract shall be by an A+ or better A.M. Best-rated insurance carrier.
6. All policies and Certificates of Insurance maintained by the Contractor in accordance with this Contract shall provide for not less than:

**30-day Notice of Cancellation for Any Reason except,
10-day Notice of Cancellation for Non-Payment of Premium**

COUNTY OF BERGEN

Contract Number: CS-ALL_FHBR- 22

ATTACHMENT “F”

PROGRAM INCOME, TIME OF PERFORMANCE & CONTRACTOR REQUIREMENTS

I. Program Income. Shall be treated by the Contractor as:

A: ☐ Added to funds committed to the project by the County and be used to further eligible program objectives; or

B: ☐ Deducted from the total project costs for the purpose of determining the net costs on which the County payments shall be based.

C: ☐ Remitted to the County on a ☐ Monthly Basis ☐ Quarterly Basis

☐ Upon Review of Final Expenditure Report

D: ☒ Not Applicable

II. Time of Performance. The services of the Contractor shall commence on 7/1/22
(Program Start Date)

and shall terminate no later than 6/30/2023.
(Completion Date)

III. Contractor Requirements. The Contractor will direct all communications concerning this

CONTRACT to: **Robert G. Esposito, Director, Division of Community Development,**
located at: **One Bergen Plaza – 4th Floor, Hackensack NJ 07601,** and will file all reports with
the County Division of Community Development.



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 683-22

Agenda: 7/20/2022

Community Development

Meeting Date: 7/20/2022

Purpose: FY 2022-2023 One Year Action Plan

Dollar Amount: \$13,713,639.80

Prepared By: RGE:ad

Sponsored by County Commissioner Hache, Sr., seconded by County Commissioner Amoroso, and passed by the following vote:

Yes: 7 - Chairwoman Silna Zur, Vice Chairman Sullivan, Chairwoman Pro Tempore Voss, County Commissioner Amoroso, County Commissioner Hache Sr., County Commissioner Ortiz, and County Commissioner Tanelli

I, Lara Rodriguez, Clerk, Board of County Commissioners, certify that this is a true copy of Resolution No. 683-22, passed by the BOARD OF COUNTY COMMISSIONERS on 7/20/2022.

Attest:

A handwritten signature in cursive script, reading "Lara Rodriguez", is written over a horizontal line.



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 683-22

Agenda: 7/20/2022

BERGEN COUNTY BOARD OF COUNTY COMMISSIONERS RESOLUTION

WHEREAS, certain Federal funds, in the estimated amount of \$13,713,639.80, are available to Bergen County from the U. S. Department of Housing and Urban Development, and

WHEREAS, it is necessary to submit a FY 2022-2023 One-Year Action Plan to the U. S. Department of Housing and Urban Development through the Consolidated Submission Process for the Community Development Block Grant Program (CDBG), HOME Investment Partnership Program and the Emergency Solutions Grant Program (ESG), and

WHEREAS, the Board of County Commissioners has reviewed and approved the application for these funds as per the Consolidated Plan, and finds submission hereof to be in the best interest of the County of Bergen. Now, therefore be it,

RESOLVED, by the Board of County Commissioners that: (1) as a matter of public policy, the County wishes to participate fully in the aforementioned programs; (2) the Area Director to the U.S. Department of Housing and Urban Development be and is represented to receive said submission on behalf of the County of Bergen; (3) the County Executive be and is hereby authorized to execute the Grant Agreement between the U.S. Department of Housing and Urban Development and the County of Bergen for receipt of said funds; and (4) the County Treasurer will accept funds in accordance with said application.

Community Development Block Grant FY' 2022**COUNTYWIDE**

Northeast NJ Legal Services: Legal Outreach Project	40,000.00
Franciscan Community Development Center of Fairview: Community Success Center of Fairview	75,000.00
Allendale Senior Housing Corporation: Roof Replacements	60,000.00
Community Housing in Partnership: Shepard House	30,000.00
Community Housing Resources Board of Southern BC: Lehmann Gardens Copper Piping Replacement	164,909.00
New Concepts for Living, Inc: Emerson Sidewalk and Parking Lot Rehabilitation	30,000.00
SHARE, Inc.: Air Conditioning Replacement at 130 Prospect St.	16,000.00
The Arc of Bergen and Passaic Counties: Hackensack Group Home Generator	25,000.00
Care Plus NJ, Inc.: Paramus HVAC Replacement	60,000.00
Children's Aid and Family Services: 200 Robin Road Roof Replacement	100,000.00
Eastern Christian Children's Retreat: ADA Parking Improvements and Expansion	60,000.00
Geriatric Services, Inc.: Brightside Manor HVAC Replacement	60,000.00
Jewish Family & Children's Services of NJ: HVAC Replacement	60,000.00
North Jersey Friendship House, Inc.: Entrance Ramp and Basement Stair Rehabilitation	60,000.00
Vantage Health System, Inc.: VHA Annex Building Rehabilitation	60,000.00
Act Now Foundation Dementia Center: Alzheimer's Early Detection Project	20,000.00
All Access Community Development Corporation: Bergen Mental Health Initiative Program	50,000.00
BC Division of Family Guidance: Hybrid Program Model for Opportunity Youth	25,000.00
Fair Housing Council of NNJ: Discrimination/Housing Counseling	200,000.00
Family Promise of Bergen County: Steps to Success: Empowering Families Through Workforce Development	24,000.00
Transition Professional a NJ Non-Profit: Case Manager/Mentor Coordinator	30,000.00
Volunteer Center of Bergen County, Inc: Bergen READS: Create and in-person reading center	35,000.00
Women's Rights Information Center: Social Service Application Assistance	26,854.00
First Time Homebuyers Program: Downpayment Assistance	200,000.00
Homeowner Rehabilitation Program	549,732.00
Planning and Administration	1,832,440.00

CENTRAL

Boys and Girls Club of Garfield: Read to Success	35,000.00
Boys & Girls Club of Lodi/Hackensack: Full STEAM Ahead for the Arts (Lodi)	77,370.00
Boys & Girls Club of Lodi/Hackensack: Full STEAM Ahead for the Arts (Hackensack)	51,581.00
Marble Jams Kids, Inc.: Health and Wellness Program	40,000.00
Boys & Girls Club of Garfield: New Roof	150,000.00
Lodi Housing Authority: Smoke and Alarm System	155,917.00
Garfield YMCA: Gym Roof	150,000.00
City of Garfield: Drainage Improvements Semel and Columbus Phase II	326,015.00
City of Hackensack: Kent and Poor Street Road Improvements	253,382.00
Borough of Lodi: Washington Street Road Improvements	216,468.00
Borough of River Edge: Handicapped Accessible Curbs and Sidewalks Reservoir Ave	158,300.00
Township of Saddle Brook: Elevator at Borough Hall	136,976.00
Township of Saddle Brook: Congress Street Road Improvements	136,976.00

SOUTHEAST

Cliffside Park Housing Authority: Senior Activity Center Nutrition Coordinator	45,000.00
Bergen Family Center: After School Program Enrichment	15,000.00
Fiat Rock Brook Nature Association: Local Effects of Climate Change	14,000.00
Infant Senior Sharing Project: Preschool STEAM Program	30,000.00
Cliffside Park Housing Authority: Riverview Towers Waterproof Rehabilitation	32,981.00
Edgewater Housing Authority: BJC Senior Residence Handicap Lift	36,000.00
Fort Lee Housing Authority: Improvements to Harry J. Holtje House	61,000.00
Borough of Bogota: Ridgefield Avenue Road Improvements	80,000.00
Borough of Cliffside Park: Columbia Avenue Road Improvements	185,000.00
Borough of Edgewater: Maple Street Road Improvements	72,000.00
City of Englewood: Handicapped Accessible Curbs	150,901.00
Borough of Fairview: Rehabilitation to Park PH II	99,570.00
Borough of Fort Lee: 10th Street Road Improvements	95,000.00
Borough of Leonia: Senior Center Improvements PH II	80,000.00
Borough of Palisades Park: E. Harriet and W. Columbia Avenue Road Improvements	80,000.00
Borough of Ridgefield: Della Terrace Road Improvements	78,000.00
Village of Ridgefield Park: Grove and Summit Street Road Improvements	75,000.00

PASCACK VALLEY

Spectrum for Living Group Homes, Inc.: Safe Social Opportunities	15,000.00
Borough of Park Ridge: Golden Age Club	21,000.00
Borough of Emerson: Randolph Pump Station Improvements	192,007.00
Borough of Hillsdale: Beechwood Park ADA Access	50,000.00
Township of River Vale: Country Club ADA Compliant Restroom	50,000.00

NORTHERN VALLEY

Spectrum for Living Group Homes, Inc.: Northern Valley Advocacy and Supports Program	30,000.00
Borough of Harrington Park: Senior Citizen Trips	6,000.00
Borough of Bergenfield: North Taylor Street Improvements	134,164.00
Borough of Closter: Borough Hall ADA Doors - Lewis Street Entrance	15,500.00
Borough of Dumont: Dyllis Drive Street Improvements	134,165.00
Borough of New Milford: Fallar Drive Resurfacing	72,675.00
Borough of Northvale: James F. McGuire Sr. Center ADA Doors	66,125.00
Township of Teaneck: Prospect and Arlington Avenue Resurfacing	134,165.00

SOUTHWEST

55 Kip Center: Intergenerational Program	15,000.00		
Borough of East Rutherford: Acquisition of a Senior Bus	90,245.00		
Borough of Carlstadt: Small Street Roadway Improvements	122,212.00		
Borough of Hasbrouck Heights: Woodside Avenue Roadway Improvements	122,300.00		
Borough of Little Ferry: Jackson Street Roadway Improvements	122,300.00		
Township of Lyndhurst: Maple Avenue Water Line Improvements	122,300.00		
Borough of North Arlington: Beech and Argyle Street Tree Planting	41,415.00		
Borough of Rutherford: Darwin Avenue Tree Planting	34,000.00		
Borough of Wallington: Parkview Drive Street Improvements	122,300.00		

NORTHWEST

West Bergen Mental Healthcare: installation of new doors	27,000.00		
Borough of Allendale: Handicap Accessible Bathrooms at the Firehouse	75,000.00		
Township of Mchwah: Snow Mountain Avenue Street improvements	79,590.00		
Borough of Oakland: River Road Street improvements	101,331.50		
Borough of Ramsey: Handicap Accessible Bathrooms at Finch Park	53,700.00		
Borough of Waldwick: Bohnert Place Road improvements	101,331.50		

HOME (Home Investment Partnership)

		EN	PI
Bergen County Community Development: American Dream-First Time Homebuyers Program	2,246,606.80	1,598,664.00	647,942.80
Housing Authority of Bergen County: Tenant Based Rental Assistance Program	350,000.00		
Center for Food Action: Security Deposit Assistance Program	80,000.00		
BCUW/Madeline Housing Partners: Oradell Supportive Housing	550,560.00		
Children's Aid and Family Services: Prospect Street Supportive Housing	200,000.00		
HiOME Administration	308,802.00		

ESG (Emergency Solutions Grant)

Advance Housing, Inc.: Housing Stability Case Management	73,000.00		
BC Department of Human Services: HMIS Data Collection	20,000.00		
Center for Food Action: Security/Utility Deposits	100,000.00		
Center for Hope & Safety: Shelter Operations for Victims of Domestic Violence	50,000.00		
Center for Hope & Safety: HMIS Data Collection	4,750.00		
HDC: Homeless Prevention & Rapid Rehousing Services	256,562.52		
HDC: Shelter Operations/Essential Services	250,000.00		
ESG Administration	81,160.48		

**ATTACHMENT “J”
RECORDS TO BE MAINTAINED**

1. RECORDS TO BE MAINTAINED

Each SUBGRANTEE shall establish and maintain sufficient records to enable the COUNTY to determine whether the SUBGRANTEE has met all requirements of the U.S. Department of Housing and Urban Development. The COUNTY retains the right to specify the form or format in which the records shall be maintained. At a minimum, the following documentation is needed:

- A. For an activity determined to benefit low and moderate income persons based on the area served by the activity, the addresses of recipients or project locations that correspond to HUD eligible areas, as determined by the COUNTY.
- B. For an activity determined to benefit low and moderate income persons because the activity involves a facility designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:
 - (1) Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provide presumptive benefit to low and moderate income persons; or
 - (2) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low and moderate income persons; or
 - (3) Documentation showing that each individual or household receiving the benefit meets the low or moderate income criteria established by HUD for the Section 8 Rental Assistance Program.
- C. For an activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons, the following:
 - (1) A copy of a written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low and moderate income households after assistance.
 - (2) For each unit occupied by a low and moderate income household, the size and income of the household.
 - (3) For rental housing only:
 - a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and
 - b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established by HUD for the Section 8 Rental Assistance Program for this area, or other criteria specifically approved by the COUNTY.

- D. For an activity determined to benefit low and moderate income persons based on the creation of jobs, the SUBGRANTEE may provide the documentation described in either 1. or 2. below:
- (1) Where the SUBGRANTEE chooses to document that at least 51% of the jobs will be available to low and moderate income persons, documentation for each assisted business shall include:
 - a. A copy of a written agreement containing:
 1. A commitment by the business that it will make at least 51% of the jobs available to low and moderate income persons and will provide training for any of those jobs requiring special skills or education;
 2. A listing by job title of the permanent jobs to be created indicating which jobs will be available to low and moderate income persons, which jobs are part-time, and which jobs require special skills or education;
 3. A description of action to be taken by the SUBGRANTEE and business to ensure that low and moderate income persons receive first consideration for those jobs; and
 - b. A listing by job title of the permanent jobs to be filled, and which jobs were available to low and moderate income persons, and a description of how first consideration was given to such persons for those jobs. A record of low and moderate income persons interviewed and hired should be maintained.
 - (2) where the SUBGRANTEE chooses to document that at least 51% of the jobs will be held by low and moderate income persons, documentation for each assisted business shall include the following:
 - a. A copy of a written agreement containing:
 1. A commitment by the business that at least 51% of the jobs, on a full-time equivalent basis will be held by low and moderate income persons; and
 2. A listing by job title of the permanent jobs to be created, identifying which are part-time
 - b. A listing by job title of the permanent jobs filled and which jobs were initially held by low to moderate income persons; and
 - c. For each such low and moderate income person hired, the size and annual income of the person's immediate family prior to the person being hired for the job..
- E. For each activity determined to benefit low and moderate income persons based on the retention of jobs, the following:
- (1) Evidence that in the absence of CDBG assistance jobs will be lost;
 - (2) For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

- (3) For each retained job claim to be held by a low and moderate income person, information on the size and annual income of the person's immediate family;
 - (4) For jobs claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph E., 1. above; and
 - (5) Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.
- F. For an activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which contributed to the deterioration of the designated area, the following:
- (1) The boundaries of the area; and
 - (2) A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in 570.298 (b) (1).
- G. For a residential rehabilitation activity determined to aid in the prevention or elimination of slums or blight, the following:
- (1) The local definition of "substandard"
 - (2) A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and
 - (3) Details and scope of CDBG assisted rehabilitation, by structure.
- H. For an activity determined to aid in the prevention or elimination of slum and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area, the following:
- (1) A description of the specific condition of blight or physical decay treated; and
 - (2) For rehabilitation carried out under this category, a description of the specific conditions detrimental to public health and safety which were corrected and how they were corrected.
- I. For an activity determined to meet a community development need having a particular urgency, the following:
- (1) Documentation concerning the nature and degree of seriousness of the condition required assistance;
 - (2) Evidence that the SUBGRANTEE certified that the CDBG activity was designated to address the urgent need;
 - (3) Information on the timing of the development of the serious condition; and
 - (4) Evidence confirming that other financial resources to alleviate the need were not available.

- J. Records which demonstrate that the SUBGRANTEE has made the determinations required as a condition of eligibility of certain activities, as described in 570.201 (I), 570. 202 (b) (3), 570.204 (a), and 570.206 (f).
- K. Records which demonstrate compliance with 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
- L. Records which demonstrate compliance with the County Citizen Participation Plan.
- M. Records which demonstrate compliance with the requirements in 570.606 (d) regarding the development, adoption, dissemination and implementation of a local policy on displacement.
- N. Fair housing and equal opportunity records containing:
 - (1) Documentation of the actions the SUBGRANTEE has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the recipient's community, and documentation of any other official action the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 570.904 (c).
 - (2) Data on the extent to which each racial and ethnic group, handicapped individuals, senior citizens and single-headed households (by gender of household head) have applied for, participated in , or benefitted from, any program or activity funded in whole or part with CDBG funds. This must be recorded in a bound in-take log with sequentially numbered pages.
 - (3) Data on employment in each of the SUBGRANTEE'S operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any action undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part. SUBGRANTEES that are government entities should submit copies of their annual EEO-4 report to the COUNTY.
 - (4) Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the household units to which each displaced household relocated.
 - (5) Documentation of actions undertaken to meet the requirements of 570.607 (b) which implements Section 3 of the Housing and Development Act of 1968, as amended (12 U.S.C. 170) relative to the hiring and training of lower income residents and the use of local businesses.
 - (6) Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract paid, or to be paid, with CDBG funds; data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative steps taken to assure minority businesses and women's business enterprises are used when possible as sources of supplies, equipment, construction and services. This data must be submitted to the COUNTY on the MBE/WBE/DBE Forms 1-6, where applicable, whenever a CDBG funded project is awarded.
- P. Other records requested by the COUNTY to document compliance with new or modified requirements set forth in applicable laws and regulations.

2. **RETENTION OF RECORDS**

Financial records, supporting documents statistical records, and all other records pertinent to this SUBGRANTEE AGREEMENT shall be retained by the SUBGRANTEE for a period of three years from the date of its last annual performance report on the project except as follows:

- A. Records that are the subject of any findings, concerns, or issue raised by any Federal agency or the COUNTY shall be retained for at least three years after final resolution of such matters with the Federal Government and the COUNTY.
- B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.
- C. Records for any displaced person shall be retained for three years after that person has received final payment.
- D. The SUBGRANTEE agrees to provide the COUNTY with a property inventory.

ATTACHMENT “K”
MBE/DBE/WBE POLICY ADDENDUM

Minority/Women/Disadvantaged Business Enterprises Policy Addendum (M/W/DBE)

The **sub grantee** will and will cause its contractors and sub- contractors to take good faith actions to achieve M/W/DBE contract participation goals established by the County of Bergen for the Community Development Block Grant Program, HOME Investment Partnership Program and other federal funding administered by the County of Bergen, Division of Community Development.

The policy requires the achievement of certain contracting goals related to contracts and sub-contracts funded in whole or in part with federal housing and community development assistance. The rules and regulations at 24 CFR 92.351(b), 2 CFR Part 200.318-200.322 address the actions necessary to conduct outreach efforts to include M/W/DBE in the competition for contracting opportunities. The sub-recipient, its contractors and sub-contractors, will provide the maximum practicable opportunity for M/W/BE's to participate in said procurement process.

The **sub grantee**, its contractors an sub-contractors are required to report the necessary data and information for County compliance with federal reporting requirements under 24 CFR 570.506(g)(6), 24 CFR 570.507(c), 24 CFR 92.508(a)(7)(ii)(B), 24 CFR 92.509(a) and other related regulations governing federal funding administered by the County of Bergen, Division of Community Development.

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

DATE: 11/17/2022

RESOLUTION# 22-244

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 TO ADVERTISE BID SPECIFICATIONS FOR
2023 SNOW PLOWING AND SALTING OF ALL MUNICIPAL AND SPECIFIED
PRIVATE ROADS, PUBLIC AREAS IN THE BOROUGH OF ALLENDALE, AND
ALL COUNTY ROADS WITHIN THE BOROUGH**

BE IT RESOLVED the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey does hereby authorize the Borough Clerk to advertise and thereby solicit and accept sealed bids in accordance with State law for the 2023 Snow Plowing & Removal Services of Borough Facilities; and

BE IT RESOLVED the Borough of Allendale will be supplying the salt; and

BE IT FURTHER RESOLVED that the final bid specifications be subject to form approval by the Borough Attorney.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on November 17, 2022.

Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 11/17/2022

RESOLUTION# 22-245

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF
ALLENDALE, BERGEN COUNTY, APPOINTING AN ADMINISTRATIVE
AGENT FOR THE ADMINISTRATION OF THE BOROUGH'S AFFORDABLE
HOUSING UNITS AT 220 WEST CRESCENT AVENUE AND AUTHORIZING
ENTERING INTO A CONTRACT WITH AN ADMINISTRATIVE AGENT
FOR THE ADMINISTRATION OF AFFORDABLE UNITS**

WHEREAS, in an order dated January 10, 2018 the Superior Court approved the Settlement Agreement ("Agreement") between the Borough of Allendale ("Borough") and Fair Share Housing Center ("FSHC"), which included the Borough's preliminary compliance measures; and

WHEREAS, on June 20, 2018 the Joint Land Use Board of the Borough of Allendale ("Joint Land Use Board") adopted the Borough's 2018 Third Round Housing Element and Fair Share Plan ("Plan"); and

WHEREAS, the Borough Council endorsed the Plan on June 28, 2018 at a properly-noticed public meeting; and

WHEREAS, under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*, hereinafter the "Act") the Borough is implementing a program to provide affordable housing units to very-low, low- and moderate-income households desiring to live within the Borough; and

WHEREAS, at Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, the State has promulgated affordability controls in regulations designed to implement the Act, by assuring that low- and moderate-income units that are created under the Act are occupied by low- and moderate-income households for an appropriate period of time (the "Rules"); and

WHEREAS, Section 5:80-26.14 of the Rules provides that affordability controls shall be administered by an administrative agent acting on behalf of a municipality; and

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

DATE: 11/17/2022

RESOLUTION# 22-245

WHEREAS, the UHAC requirement at N.J.A.C. 5:80-26.3(d) requiring 10% of all low- and moderate-income units to be set-aside for households earning less than 35% of regional median income is superseded by the statutory requirement at N.J.S.A. 52:27D-329.1, and as reflected in paragraphs 9 and 12 of the Settlement Agreement executed on September 15, 2017 between the Borough and FSHC, which requires the Borough to set aside at least 13% of its affordable units for very-low income households earning less than 30% of regional median income; and

WHEREAS, the Borough had previously, by Resolution #18-236 dated October 11, 2018, selected Madeline Corporation to be the administrative agent for the purposes of providing affordability control services for four (4) affordable age-restricted rental units at 220 West Crescent Avenue and any affordable units created through inclusionary development requirements established in the Borough Code; and

WHEREAS, the Borough, by Resolution #18-237 dated October 11, 2018 had authorized the Borough to enter into a contract with Madeline Corporation for the purpose of administering and enforcing the affordability and Affirmative Marketing Plan of the Borough, including the affordable units at 220 West Crescent Avenue; and

WHEREAS, pursuant to Resolution #18-237, the Borough entered into a "Contract For The Administration of Affordable Housing" (the "Madeline Contract") dated October 11, 2018 authorizing, among things, Madeline Corporation to act as the administrative agent on behalf of the Borough for the purposes providing affordability control services for the affordable units at 220 West Crescent Avenue; and

WHEREAS, subsequent to the adoption of Resolution #18-236, the Borough has determined to establish six (6) affordable, non-age restricted affordable housing rental units at 220 West Crescent Avenue (the "220 West Crescent Units") rather than four age-restricted affordable units referenced in said resolution; and

WHEREAS, the Borough has determined to terminate the Madeline Contract as to the 220 West Crescent Units only, and utilize Allendale Housing, Inc. (hereinafter referred to as "Administrative Agent"), in the place and stead of Madeline Corporation, to be the administrative agent for purposes of providing affordability control services for the 220 West Crescent Avenue Units; and

WHEREAS, the Borough, prior to any contract with AHI for the administration of the 220 West Crescent Units becoming effective, is to provide Madeline Corporation with prior written notice of the Borough's termination of the Madeline Contract; and

WHEREAS, by this resolution the Borough is not seeking, and is not directing, that Madeline Corporation's designation in Resolutions #18-236 and #18-237 as the administrative agent for any affordable housing units with the Borough of Allendale that are within the scope of the Madeline Contract, other than the 220 West Crescent Units, be rescinded, nullified or altered; and

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

DATE: 11/17/2022

RESOLUTION# 22-245

WHEREAS, the Mayor and Council of the Borough of Allendale wish to enter into a three (3) way contract with Allendale Housing, Inc. and Hampshire Venture Partners, LLC, the contract purchaser of 220 West Crescent Avenue, or its designated affiliate (“Hampshire”) for the purpose of administering and enforcing the affordability controls and the Affirmative Marketing Plan of the Borough of Allendale, in accordance with the regulations of the Council on Affordable Housing pursuant to N.J.A.C. 5:93 et seq., the New Jersey Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 et seq., and the Borough’s responsibilities as established by the Settlement Agreement executed on September 15, 2017; and

WHEREAS, the Administrative Agent shall, with respect to the 220 West Crescent Units, perform the duties and responsibilities of an administrative agent as are set forth in the Rules, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which includes:

(1) Affirmative Marketing

- (a) Conducting an outreach process to insure affirmative marketing of the 220 West Crescent Units in accordance with the Affirmative Marketing Plan of Allendale Borough and the provisions of N.J.A.C. 5:80-26.15;
- (b) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by COAH, the Court, or another appropriate jurisdiction; and
- (c) Providing counseling or contracting to provide counseling services to very low and moderate income applicants on subjects such as budgeting, credit issues, rental lease requirements, and landlord/tenant law.
- (d) As required by the September 15, 2017 Settlement Agreement between the Borough and Fair Share Housing Center, and as further provided in the Affirmative Marketing Plan approved by the Mayor and Council on October 11, 2018, the Administrative Agent shall reach out to Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Bergen County Branch of the NAACP, the Bergen County Urban League, the Bergen County Housing Coalition, and the Bergen County United Way as part of its affirmative marketing strategy.

(2) Household Certification

- (a) Soliciting, scheduling, conducting and following up on interviews with interested households;
- (b) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a very low- or moderate-income unit;
- (c) Providing written notification to each applicant as to the determination of eligibility or non-eligibility;

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BERGEN COUNTY, NJ**

DATE: 11/17/2022

RESOLUTION# 22-245

- (d) Requiring that all certified applicants for restricted units execute a certificate substantially in the form of rental certificates set forth in Appendix K of N.J.A.C. 5:80-26.1 et. seq.;
 - (e) Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the 220 West Crescent Avenue Units are located; and
 - (f) Employing a random selection process as provided in the Affirmative Marketing Plan of Allendale Borough when referring households for certification to the 220 West Crescent Avenue Units.
- (3) Affordability Controls
- (a) Furnishing to attorneys or closing-agents a form of deed restriction and mortgage for recording at the time of conveyance of title of the restricted units;
 - (b) Creating and maintaining a file on the restricted units for their control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
 - (c) Ensuring that the removal of the deed restriction and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of deeds or county clerk's office after the termination of the affordability controls for the 220 West Crescent Avenue Units;
 - (d) Communicating with lenders regarding foreclosures; and
 - (e) Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.
- (4) Rental
- (a) Instituting and maintaining an effective means of communicating information between the owner of the 220 West Crescent Avenue Units and the Administrative Agent regarding the availability of the 220 West Crescent Avenue Units for rental; and
 - (b) Instituting and maintaining an effective means of communicating information to very low- and moderate-income households regarding the availability of the 220 West Crescent Avenue Units for re-rental.

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

DATE: 11/17/2022

RESOLUTION# 22-245

(5) Enforcement

- (a) Securing from all developers and sponsors of the 220 West Crescent Avenue Units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no such unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
 - (b) The posting annually in all such rental properties, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;
 - (c) Sending annual mailings to the owner of the 220 West Crescent Avenue Units reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
 - (d) Establishing a program for diverting unlawful rent payments to the Borough's affordable housing trust fund or other appropriate municipal fund approved by the Court;
 - (f) Creating and publishing a written operating manual, as approved by the Courts, setting forth procedures for administering such affordability controls; and
 - (g) Providing annual reports to the Court and Fair Share Housing Center, and posting the annual report on the Borough's website by September 15th of every year.
- (6) Records received, retained, retrieved, or transmitted under the terms of the contract referenced herein may constitute public records of Allendale Borough as defined by N.J.S.A. 47:3-16, and are legal property of Allendale Borough. The Administrative Agent named in this contract must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.
- (7) The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

NOW THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Allendale in the County of Bergen, and the State of New Jersey that Allendale Housing, Inc. is hereby appointed by the Borough Council of the Borough of Allendale as the Administrative Agent, in the place and stead of Madeline Corporation, for the administration of the Borough's affordable housing program with respect to the 220 West Crescent Avenue Units; and

BE IT FURTHER RESOLVED, that the Municipal Clerk is hereby authorized and directed to provide Madeline Corporation with thirty (30) days prior written notice that the Borough is terminating the Madeline Contract as to the 220 West Crescent Avenue Units.

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

DATE: 11/17/2022

RESOLUTION# 22-245

BE IT FURTHER RESOLVED, that nothing in this resolution shall rescind, alter or nullify the appointment of Madeline Corporation, in Resolutions #18-236 and #18-237, as the administrative agent for any of the affordable housing units within the Borough of Allendale, other than the 220 West Crescent Units as provided herein; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are hereby authorized to sign a contract with Allendale Housing Inc. and Hampshire as provided hereinabove; and

BE IT FURTHER RESOLVED, that the Borough of Allendale hereby designates the Municipal Housing Liaison as the liaison to Allendale Housing, Inc.; and

BE IT FURTHER RESOLVED, the contract to be signed is hereby attached, subject to any non-substantive modifications recommended by the Borough Attorney.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on November 17, 2022.

Linda Louise Cervino, RMC
Municipal Clerk

Exhibit N

Administrative Agent Management Agreement

CONTRACT FOR THE ADMINISTRATION OF AFFORDABLE HOUSING UNITS AT 220 W. CRESCENT AVENUE IN THE BOROUGH OF ALLENDALE, BERGEN COUNTY, NEW JERSEY

THIS CONTRACT ("Contract"), entered into as of this the ____ day of _____, 2022,

AMONG The Borough of Allendale, a municipality and instrumentality of the State of New Jersey, having offices at 500 West Crescent Avenue, Allendale Borough, NJ, 07401 hereinafter called the "Borough";

Allendale Housing, Inc., having offices at _____, _____ hereinafter called the "Administrative Agent"; and

Hampshire Allendale MF Urban Renewal, LLC having an address at 21 South Street, Morristown, NJ 07960 hereinafter called "Hampshire".

WITNESSETH

WHEREAS, under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*, hereinafter the "Act"), the Borough is implementing a program to provide affordable housing units to very-low, low- and moderate-income households desiring to live within the Borough; and

WHEREAS, at Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code ("Uniform Housing Affordability Controls", or "UHAC"), the State of New Jersey (the "State") has promulgated affordability controls in regulations designed to implement the Act, by assuring that low- and moderate-income units that are created under the Act are occupied by low- and moderate-income households for an appropriate period of time (the "Rules"); and

WHEREAS, the UHAC requirement at N.J.A.C. 5:80-26.3(d) requiring 10% of all low- and moderate-income units to be set-aside for households earning less than 35% of regional median income is superseded by the statutory requirement at N.J.S.A. 52:27D-329.1, and as reflected in paragraphs 9 and 12 of the September 15, 2017 Settlement Agreement between the Borough and Fair Share Housing Center ("FSHC"), which requires the Borough to set aside at least 13% of its affordable units for very-low income households earning less than 30% of regional median income (the "Settlement Agreement"); and

WHEREAS, Section 5:80-26.14 of the Rules provides that affordability controls may be administered by an administrative agent acting on behalf of a municipality; and

WHEREAS, the Administrative Agent or its designee approved by the Borough, shall provide affordable housing administrative agent services to the Borough; and

WHEREAS, the Borough has selected Allendale Housing, Inc. to be the Administrative Agent for the purposes of providing affordability control services for affordable units in the proposed development located at 220 West Crescent Avenue, Allendale, New Jersey and described in Schedule A attached hereto (the "Premises"); and

WHEREAS, Hampshire has, on the date of this Contract, acquired from the Borough fee simple title to the Premises, on which it will include the development, in part, of affordable housing units, which will serve to satisfy, in part, the Borough's affordable housing obligations under the Settlement Agreement; and

WHEREAS, the Borough is party to this Contract so as to enable it to enforce, consistent with its lawful obligations, the obligations of Hampshire and the Administrative Agent set forth herein and by law.

NOW THEREFORE, the Borough, Hampshire and the Administrative Agent hereby agree to the following terms and conditions:

Section 1. Term

This Contract shall become effective as of the ____ day of _____, 2022, and shall have a term of one (1) year, terminating at the close of business on the ____ day of _____, 2023, subject to the termination and renewal provisions set forth in *Section 4*, below.

Section 2. Applicability and Supersession

This Contract shall define and govern all terms between the parties with respect to affordability controls for affordable housing units provided under the Act, and shall supersede all prior contracts, agreements, or documents related thereto.

Section 3. Agency and Enforcement Delegation

The Borough, Hampshire and the Administrative Agent acknowledge that under the Rules, the Administrative Agent is acting hereunder primarily as an agent of the Borough. Anything herein to the contrary notwithstanding, however, the Borough hereby delegates to the Administrative Agent, and the Administrative Agent hereby accepts, primary responsibility for enforcing substantive provisions of the Act and the Rules. The Borough, however, shall retain the ultimate responsibility for ensuring effective compliance with the Rules and the Administrative Agent will come under the supervision of the Municipal Housing Liaison.

Allendale Housing, Inc. may designate another person/entity to act as the Administrative Agent hereunder, provided that thirty (30) days' prior written notice of such intention is provided to Hampshire and Hampshire is provided with an opportunity to comment and then such person/entity so designated is first approved in writing by the Borough in its sole discretion, and provided such person/entity so designated first agrees in writing to be bound by the terms and provisions of this Contract.

Section 4. Termination and Renewal

- (1) The Contract may be terminated at the discretion of the Borough with thirty (30) days' written notice to Hampshire and the Administrative Agent without cause and by the Administrative Agent with ninety (90) days' written notice to Hampshire and the Borough without cause, to the addresses and in the form as set forth in *Section 10*, below, provided however, that no such termination by the Administrative Agent may take effect unless and until an alternate Administrative Agent has been selected by the Borough and approved by all required governmental authorities.

- (2) Unless terminated, this Contract shall automatically be renewed for unlimited successive terms of one (1) year each through the period of the affordability controls as set forth in the deed restriction in the form attached hereto as Schedule B (the "Deed Restriction"), which Deed Restriction shall be executed by the Borough and Hampshire simultaneous with their execution of this Contract and is to be filed on the Premises per N.J.A.C. 5:80-26.11

Section 5. Assignment of Affordable Housing Units

For the term hereof, and without exception, this Contract shall govern the provision of affordability control services for the following affordable housing units located within the Borough and programs that fall under the jurisdiction of the Act:

Six (6) affordable housing units to be located at the Premises consisting of:

7. Apt #___ - Family affordable very-low income two-bedroom unit
8. Apt #___ - Family affordable very-low income two-bedroom unit
9. Apt #___ - Family affordable very-low income one-bedroom unit
10. Apt #___ - Family affordable moderate-income two-bedroom unit
11. Apt #___ - Family affordable moderate-income two-bedroom unit
12. Apt #___ - Family affordable moderate-income two-bedroom unit

Section 6. Responsibilities of the Administrative Agent

The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in the Rules, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:

(1) Affirmative Marketing

- (a) Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of Allendale Borough (the "Affirmative Marketing Plan") and the provisions of N.J.A.C. 5:80-26.15;
- (b) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by COAH, the Courts or another appropriate jurisdiction;
- (c) Providing counseling or contracting to provide counseling services to very-low, low and moderate income applicants on subjects such as budgeting, credit issues, rental lease requirements, and landlord/tenant law; and
- (d) As required by the Settlement Agreement, and as further provided in the Affirmative Marketing Plan adopted by the Joint Land Use Board on June 20, 2018, the Administrative Agent shall also provide notice of all available affordable housing units to Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Bergen County Branch of the NAACP, the Bergen County Urban League, the Bergen County Housing Coalition, and the Bergen County United Way as part of its affirmative marketing strategy.

(2) Household Certification

- (a) Soliciting, scheduling, conducting and following up on interviews with interested households;
- (b) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a very-low, low- or moderate-income unit;
- (c) Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
- (d) Requiring that all certified applicants for restricted units execute a certificate substantially in the form of rental certificates set forth in Appendix K of N.J.A.C. 5:80-26.1 et seq.;
- (e) Creating and maintaining a combined referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
- (f) Employing a random selection process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.

(3) Affordability Controls

- (a) Intentionally omitted.
- (b) Creating and maintaining a file on each affordable restricted unit for its control period, including the recorded deed with restrictions, UHAC form of certificate for applicants certified to rental units, as appropriate;
- (c) Ensuring that the removal of the deed restriction is effectuated and properly filed with the appropriate county's register of deeds or county clerk's office if the Borough chooses to terminate the affordability controls for any or all of the restricted units;
- (d) Communicating with lenders regarding foreclosures; and
- (d) Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

(4) Rental

- (a) Instituting and maintaining an effective means of communicating information among the Borough, Hampshire and the Administrative Agent regarding the availability of affordable restricted units for rental; and
- (b) Instituting and maintaining an effective means of communicating information to very-low and moderate-income households regarding the availability of affordable restricted units for re-rental.

(6) Enforcement

- (a) Securing from all developers and sponsors of affordable restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
- (b) The posting annually in all rental properties of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;
- (c) Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
- (d) Establishing a program for diverting unlawful rent payments to the Borough's affordable housing trust fund or other appropriate municipal fund approved by the Court;
- (e) Creating and publishing a written operating manual, as approved by the Courts, setting forth procedures for administering such affordability controls; and
- (f) Providing annual reports to the Borough, the Courts and Fair Share Housing Center, and posting the annual report on the Borough's website by September 15th of every year.

Records received, retained, retrieved, or transmitted under the terms of this Contract may constitute public records of the Borough as defined by N.J.S.A. 47:3-16, and are legal property of the Borough. The Administrative Agent named in this Contract must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules. The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

Section 7. Responsibilities of The Borough

The Borough shall:

- (1) Provide to the Administrative Agent the name, title and telephone number of the municipal official designated as the Municipal Housing Liaison to the Administrative Agent on all matters related to this Contract;
- (2) Ensure that applicable local ordinances are not in conflict with, and enable efficient implementation of, the Rules and the provisions of this Contract;
- (3) Monitor the status of all restricted units in the Borough's Fair Share Plan;
- (4) Compile, verify, and submit annual reports as required by the Courts;
- (5) Coordinate meetings with affordable housing providers and Administrative Agent, as applicable;
- (6) Develop an Affirmative Marketing Plan and distribute to the Administrative Agent;

- (7) Ensure that all restricted units are identified as affordable within the tax assessor's office and any Municipal Utility Authority ("MUA"). The Borough and MUA shall promptly notify the Administrative Agent of a change in billing address, payment delinquency of two billing cycles, transfer of title, or institution of a writ of foreclosure on all affordable units; and
- (8) Provide all reasonable and necessary assistance to the Administrative Agent in support of efforts to enforce provisions of the Act, the Rules, deed covenants, mortgages, court decisions or other authorities governing the affordability control services to be provided under the Settlement Agreement.

Section 8. Responsibilities of Hampshire

Hampshire shall adhere to the requirements of the deed restriction filed on the property per N.J.A.C. 5:80-26.11 as well as the overall UHAC requirements for owners of affordable rental housing units for each affordable family unit per N.J.A.C. 5:80-26.1 et seq. Hampshire shall adhere to COAH's phasing requirements per N.J.A.C. 5:93-5.6(d). Hampshire shall be required to be party of this tri-party contract between the Borough and the Administrative Agent. Pursuant to the Borough Code, Hampshire shall pay the reasonable costs of the Administrative Agent's performance of its duties hereunder for the length of the affordability controls as may be extended by the Borough. However, the cost of the Administrative Agent's services shall be consistent with and not exceed the rate charged by other providers of similar services in Bergen County, New Jersey. In addition to the responsibilities of the Administrative Agent set forth in Section 6 above, such Administrative Agent duties shall include the review and administration of the affordable housing deed restriction, establishing affordable rents per the deed restriction, establishment of the required bedroom and income distribution per the deed restriction, initial and ongoing affirmative marketing, tenant income qualification, re-rentals, preparation and submission of annual monitoring reports to the Borough, administration oversight efforts, etc. Hampshire shall cooperate in good faith, as reasonably necessary, with the Borough and the Administrative Agent to enable and assist same in the implementation and fulfillment of the terms, conditions and obligations of this Contract.

Section 9. Assignment

The Administrative Agent may, subject to the prior written consent and approval of the Borough in its sole and absolute discretion, assign to another experienced affordable housing administrative agent, or designate another experienced affordable housing administrative agent to fulfill the Administrative Agent's obligations under this Contract to another entity/person, provided that such entity/person agrees in writing to be bound by the terms and conditions of this Contract and a fully executed copy of such assignment and assumption is provided to Hampshire and the Borough.

Section 10. Notices

All notices and other written communications between or among the Borough, Hampshire and the Administrative Agent shall be sent via certified mail, return receipt requested or via nationally recognized overnight delivery service or by personal service to the addresses and personnel specified below:

if to the Borough:

Allendale Municipal Building

500 West Crescent Avenue
Allendale, NJ 07401
Attn: Linda L. Cervino, Borough Clerk

if to the Administrative Agent:

Allendale Housing, Inc.

(address).

if to Hampshire:

Hampshire Allendale MF Urban Renewal, LLC
21 South Street
Morristown, NJ 07960
Attn: Donald J. Engels, Senior Vice President

Section 11. Non-Waiver of Conditions

The failure of any party to insist upon strict performance of any provision of this Contract in any one or more instances shall not constitute a consent to waiver of or excuse for any other different or subsequent breach of the same or other provision, nor as a result shall any party relinquish any rights which it may have under this Contract. No terms or provisions hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the waiving party.

Section 12. Merger and Amendment

This written Contract, together with its Exhibits, constitute the sole agreement between the parties with respect to the matters covered therein, (other than (i) that certain Amended and Restated Agreement of Purchase of Real Estate dated July 9, 2020, as amended, between the Borough and Hampshire Venture Partners, LLC, and (ii) the Residential Redevelopment Agreement between Hampshire and the Borough dated _____, 2022.) and no other written or oral communication exists which shall bind the parties with respect thereto, provided however that this Contract may be modified by written amendments clearly identified as such and signed by the Borough, Hampshire and the Administrative Agent.

Section 13. Partial Invalidation of Contract

Should any provision of this Contract be deemed or held to be invalid, ineffective or unenforceable, under present or future laws, the remainder of the provisions shall remain in full force and effect.

Section 14. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties' permitted successors, assigns and affiliates.

[REMAINDER OF PAGE LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Borough, Hampshire and the Administrative Agent have executed this Contract in triplicate as of the date first above written.

THE BOROUGH OF ALLENDALE

By: _____
Name: Ari Bernstein
Title: Mayor

ALLENDALE HOUSING, INC.

By: _____
Name:
Title: Executive Director

HAMPSHIRE ALLENDALE MF URBAN RENEWAL LLC,
a New Jersey limited liability company

By: The Hampshire Allendale MM, LLC,
its Managing Member
By: The Hampshire Companies, LLC,
its Managing Member

By: _____
Name: Donald J. Engels
Title: Vice President

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) SS.
COUNTY OF _____)

On this the ____ day of _____, 2022 before me came Ari Bernstein known and known to me to be the Mayor of the Borough of Allendale, the Municipality identified as such in the foregoing Contract, who states that (s)he is duly authorized to execute said Contract on behalf of said Municipality, and that (s)he has so executed the foregoing Contract for the purposes stated therein.

NOTARY PUBLIC

STATE OF NEW JERSEY)
) SS.
COUNTY OF _____)

On this the ____ day of _____, 2022 before me came _____, known and known to me to be the Executive Director of Allendale Housing, Inc., the Administrative Agent identified as such in the foregoing Contract, who states that (s)he has signed said Contract on behalf of said Administrative Agent for the purposes stated therein.

NOTARY PUBLIC

STATE OF NEW JERSEY)
) SS.
COUNTY OF _____)

On this ____ day of _____, in the year 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Donald J. Engels, Vice President of The Hampshire Companies, LLC, Managing Member of The Hampshire Allendale MM, LLC, Managing Member of HAMPSHIRE ALLENDALE MF URBAN RENEWAL LLC, and thereupon (s)he acknowledged under oath to my satisfaction that (s)he is the person who executed the within instrument, that (s)he was authorized to execute the within instrument on behalf of said company and that (s)he executed said instrument as the voluntary act of the said company.

NOTARY PUBLIC

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

DATE: 11/17/2022

RESOLUTION# 22-246

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**RESOLUTION APPOINTING ALLENDALE HOUSING, INC. AS THE
ADMINISTRATIVE AGENT FOR FIRST RESPONDER UNITS AT 220 WEST
CRESCENT AVENUE AND AUTHORIZING ENTERING INTO A CONTRACT WITH
AHI FOR THE ADMINISTRATIVE AGENT OF THE FIRST RESPONDER UNITS**

WHEREAS, pursuant to the Amended and Restated Purchase and Sale Agreement dated July 9, 2020, as thereafter amended (the "PSA"), the Borough of Allendale and Hampshire Venture Partners, LLC ("Hampshire") agreed, inter alia, that, as part of its construction of a seventy (70) unit residential apartment at 220 West Crescent Avenue in the Borough of Allendale, three (3) of such seventy (70) units would consist of three (3) below market one bedroom units (the "First Responder Units") to be made available to volunteer first responders of the Borough, or such other persons as may be designated by the Borough at a rent substantially equivalent to the rent for a moderate income affordable housing unit as calculated under the Fair Housing Act, COAH and UHAC (as such terms are defined in the PSA), with the First Responders Units to be managed by Allendale Housing, Inc. ("AHI") or such other entity as designated by the Borough; and

WHEREAS, the Borough has determined to utilize AHI as the administrative agent for the purpose of providing control services for the First Responder Units; and

WHEREAS, the Mayor and Council of the Borough of Allendale wish to enter into a three way contract with AHI and Hampshire (or its designated affiliate) for those purposes set forth in said three way contract , a copy of which is attached hereto; and

NOW THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Allendale that AHI is hereby appointed by the Borough Council of the Borough of Allendale as the Administrative Agent for the administration of the First Responder Units; and

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

DATE: 11/17/2022

RESOLUTION# 22-246

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are hereby authorized to sign a contract with AHI and Hampshire as provided hereinabove; and

BE IT FURTHER RESOLVED, that the Borough of Allendale hereby designates the Municipal Housing Liaison as the liaison to AHI; and

BE IT FURTHER RESOLVED, that the contract to be signed is hereby attached, subject to any non-substantive modifications recommended by the Borough Attorney.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on November 17, 2022.

Linda Louise Cervino, RMC
Municipal Clerk

Exhibit P

First Responder Management Agreement

CONTRACT FOR THE ADMINISTRATION OF FIRST RESPONDER UNITS AT 220 W. CRESCENT AVENUE IN ALLENDALE BOR., BERGEN COUNTY, NEW JERSEY

THIS CONTRACT ("Contract"), entered into as of this the ____ day of _____, 2022,

AMONG The Borough of Allendale, a municipality and instrumentality of the State of New Jersey, having offices at 500 West Crescent Avenue, Allendale Borough, NJ, 07401 hereinafter called the "Borough";

Allendale Housing, Inc., having offices at _____, _____ hereinafter called the "Administrative Agent"; and

Hampshire Allendale MF Urban Renewal LLC having an address at 21 South Street, Morristown, NJ 07960 hereinafter called "Hampshire".

WITNESSETH

WHEREAS, the Borough seeks to implement a program whereby rental housing is provided within the Borough at the proposed development at 220 West Crescent Avenue, Allendale, New Jersey (the "Property") for First Responders (as such term is defined herein) at an affordable rental rate; and

WHEREAS, as part of the development of 220 West Crescent, there are to be three (3) below market one (1) bedroom units, (the "First Responder Units" as defined hereinbelow) made available only to volunteer First Responders (as such term is defined hereinbelow) of the Borough at a rent substantially equivalent to that rent for a moderate income affordable housing one-bedroom unit as calculated under the rules and regulations of COAH, the Uniform Housing and Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC") and the Fair Share Housing Act, N.J.S.A. 52:27D-301, et seq. ("FHA") (the "affordable moderate rate"); and

WHEREAS, the Administrative Agent or its designee approved by the Borough, shall provide housing administrative agent services to the Borough; and

WHEREAS, the Borough has selected Allendale Housing, Inc. to be the Administrative Agent for the purposes of providing management services for the First Responder Units in the proposed development at the Property; and

WHEREAS, Hampshire has, on the date of this Contract, acquired from the Borough fee simple title for the Property, described in Schedule A attached hereto, on which it will develop rental housing units; and

WHEREAS, the parties hereto agree and acknowledge that the restrictions herein shall be further effectuated by the recording of a deed restriction to be recorded by Hampshire with the Bergen County Clerk immediately following the execution of this Contract, in the form attached hereto as Schedule B (the "First Responder Deed Restriction"), which First Responder Deed Restriction shall be executed by the Borough and Hampshire simultaneous with their execution of this Contract; and

WHEREAS, the Borough is party to this Contract so as to enable it to enforce the obligations of Hampshire and the Administrative Agent set forth herein and by law.

NOW THEREFORE, the Borough, Hampshire and the Administrative Agent hereby agree to the following terms and conditions:

Section 1. Term

This Contract shall become effective as of the ____ day of _____, 2022, and shall have a term of one (1) year, terminating at the close of business on the ____ day of _____, 2023, subject to the termination and renewal provisions set forth in *Section 4*, below.

Section 2. Applicability and Supersession

This Contract shall define and govern all terms between the parties with respect to the affordability controls for the First Responder Units, and shall supersede all prior contracts, agreements, or documents related thereto.

Section 3. Agency and Enforcement Delegation

The Borough, Hampshire and the Administrative Agent acknowledge that the Administrative Agent is acting hereunder primarily as an agent of the Borough. Anything herein to the contrary notwithstanding, however, the Borough hereby delegates to the Administrative Agent, and the Administrative Agent hereby accepts, primary responsibility for enforcing substantive provisions of this Contract. The Borough, however, shall retain the ultimate responsibility for ensuring effective compliance with this Contract.

Section 4. Termination and Renewal

- (1) The Contract may be terminated at the discretion of the Borough with thirty (30) days' written notice to Hampshire and the Administrative Agent without cause and by the Administrative Agent with ninety (90) days' written notice to Hampshire and the Borough without cause, to the addresses and in the form as set forth in *Section 10*, below, provided however, that no such termination by the Administrative Agent may take effect unless and until an alternate Administrative Agent has been selected by the Borough.
- (2) Unless terminated, this Contract shall automatically be renewed for unlimited successive terms of one (1) year each through the period of restriction set forth in the First Responder Deed Restriction.

Section 5. Assignment of First Responder Units

For the term hereof, and without exception, this Contract shall govern the provision of housing for First Responders at an affordable moderate rate, as provided for in this Contract, for the following housing units located within the Borough:

Three (3) housing units (the "First Responder Units") to be located at the Premises consisting of:

13. Apt #__ - one-bedroom unit
14. Apt #__ - one-bedroom unit

15. Apt #__ - one-bedroom unit

Section 6. Responsibilities of the Administrative Agent

The Administrative Agent shall perform the following duties and responsibilities:

- (i) Selecting and designating qualified First Responders to rent the First Responder Units;
- (ii) Ensuring that the First Responder Units are rented only to First Responders who the Administrative Agent advises Hampshire in writing have been so designated and selected by the Administrative Agent, or to such other non-First Responder persons who the Administrative Agent advises Hampshire in writing have been so designated and selected by the Administrative Agent, including but not limited to such persons as designated pursuant to Section 6(iv) herein. As used in this Contract, "First Responders" shall mean an individual who is a current and active member of, and serving as a volunteer on, the Borough of Allendale Volunteer Fire Department (the "Volunteer Fire Department"), or the Allendale Volunteer Ambulance Corp. (the "Volunteer Ambulance Corp.");
- (iii) Ensuring that each lease between Hampshire and a First Responder provides that the rent payable under such lease shall be at market rent (the "Market Rent") as determined by Hampshire in its sole discretion with the provision that so long as the tenant remains a First Responder, the rent will be reduced to the affordable moderate rate. Each lease shall not be for longer than a one (1) year term. If a First Responder ceases to be an active member of the Volunteer Fire Department or the Volunteer Ambulance Corp. any renewal or extension of the lease term shall be at the Market Rent as same may be increased from time to time in accordance with applicable laws;
- (iv) Ensuring that, if, for a period of three (3) consecutive months, the Administrative Agent does not designate any First Responders to rent an available First Responder Unit, such First Responder Unit shall be rented, at the affordable moderate rate provided for herein, to such other non-First Responder persons as shall be designated by the Administrative Agent;
- (v) Ensuring that the rents charged to and collected from First Responders for each First Responder Unit, including any increases in rent for each First Responder Unit, are substantially equivalent to the rents for an affordable moderate income one-bedroom unit in the Borough of Allendale under the FHA, COAH and the UHAC;
- (vi) Creating and maintaining a file on each First Responder Unit;
- (vii) Ensuring that the removal of the First Responder Deed Restriction is effectuated and properly filed with Bergen County Clerk's office if the Borough chooses to terminate the restrictions for the First Responder Unit(s);
- (viii) Instituting and maintaining an effective means of communicating information among the Borough, Hampshire and the Administrative Agent regarding the availability of First Responder Units for rental;

- (ix) Instituting and maintaining an effective means of communicating information to First Responders regarding the availability of First Responder Units for re-rental;
- (x) Annual notification to all First Responders renting a First Responder Unit as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;
- (xi) Providing annual reports of the Borough regarding the First Responder Units; and
- (xii) Ensuing the enforcement of the provisions of the First Responder Deed Restriction.

The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

Section 7. Responsibilities of The Borough

The Borough shall:

- (1) Provide to the Administrative Agent the name, title and telephone number of the municipal official designated to interface with the Administrative Agent on all matters related to this Contract;
- (2) Ensure that applicable local ordinances are not in conflict with, and enable efficient implementation of, the provisions of this Contract;
- (3) Provide all reasonable and necessary assistance to the Administrative Agent in support of efforts to enforce the provisions of this Contract and the First Responder Deed Restriction.

Section 8. Responsibilities of Hampshire

Hampshire shall adhere to the requirements of the First Responder Deed Restriction. Hampshire shall be required to be a party to this tri-party contract between the Borough and the Administrative Agent. Hampshire shall pay the reasonable costs of the Administrative Agent's performance of its duties hereunder for the length of the restrictions as set forth in the First Responder Deed Restriction. However, the cost of the Administrative Agent's services shall be consistent with and not exceed the rate charged by other providers of similar services for COAH affordable housing units in Bergen County, New Jersey. In addition to the responsibilities of the Administrative Agent set forth in Section 6 above, such Administrative Agent duties shall include the review and administration of the First Responder Deed Restriction, establishing rents per the First Responder Deed Restriction, re-rentals, preparation and submission of annual monitoring reports to the Borough, administration oversight efforts, etc. Hampshire shall cooperate in good faith, as reasonably necessary, with the Borough and the Administrative Agent to enable and assist same in the implementation and fulfillment of the terms, conditions and obligations of this Contract. Hampshire shall file the First Responder Deed Restriction with Bergen County Clerk promptly after the full execution of this Contract.

Section 9. Assignment

The Administrative Agent may, subject to the prior written consent and approval of the Borough in its sole and absolute discretion, assign to another experienced affordable housing administrative

agent, or designate another experienced affordable housing administrative agent to fulfill the Administrative Agent's obligations under this Contract to another entity/person, provided that such entity/person agrees in writing to be bound by the terms and conditions of this Contract and a fully executed copy of such assignment and assumption is provided to Hampshire and the Borough.

Section 10. Notices

All notices and other written communications between or among the Borough, Hampshire and the Administrative Agent shall be sent via certified mail, return receipt requested or via nationally recognized overnight delivery service or by personal service to the addresses and personnel specified below:

if to the Borough:

Allendale Municipal Building
500 West Crescent Avenue
Allendale, NJ 07401
Attn: Linda L. Cervino, Borough Clerk

if to the Administrative Agent:

Allendale Housing, Inc.

(address).

if to Hampshire:

Hampshire Allendale MF Urban Renewal, LLC
21 South Street
Morristown, NJ 07960
Attn: Donald J. Engels, Senior Vice President

Section 11. Non-Waiver of Conditions

The failure of any party to insist upon strict performance of any provision of this Contract in any one or more instances shall not constitute a consent to waiver of or excuse for any other different or subsequent breach of the same or other provision, nor as a result shall any party relinquish any rights which it may have under this Contract. No terms or provisions hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the waiving party.

Section 12. Merger and Amendment

This written Contract, together with its Exhibits, constitute the sole agreement between the parties with respect to the matters covered therein, (other than (i) that certain Amended and Restated Agreement of Purchase of Real Estate dated July 9, 2020, as amended, between the Borough and Hampshire Venture Partners, LLC, and (ii) the Residential Redevelopment Agreement between Hampshire and the Borough dated _____, 2022.) and no other written or oral communication exists which shall bind the parties with respect thereto, provided however that this

Contract may be modified by written amendments clearly identified as such and signed by the Borough, Hampshire and the Administrative Agent.

Section 13. Partial Invalidation of Contract

Should any provision of this Contract be deemed or held to be invalid, ineffective or unenforceable, under present or future laws, the remainder of the provisions shall remain in full force and effect.

Section 14. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties' permitted successors, assigns and affiliates.

[REMAINDER OF PAGE LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Borough, Hampshire and the Administrative Agent have executed this Contract in triplicate as of the date first above written.

THE BOROUGH OF ALLENDALE

By: _____
Name: Ari Bernstein
Title: Mayor

ALLENDALE HOUSING, INC.

By: _____
Name:
Title: Executive Director

HAMPSHIRE ALLENDALE MF URBAN RENEWAL LLC,
a New Jersey limited liability company

By: The Hampshire Allendale MM, LLC,
its Managing Member
By: The Hampshire Companies, LLC,
its Managing Member

By: _____
Name: Donald J. Engels
Title: Vice President

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) SS.
COUNTY OF _____)

On this the ____ day of _____, 2022 before me came Ari Bernstein known and known to me to be the Mayor of the Borough of Allendale, the Municipality identified as such in the foregoing Contract, who states that (s)he is duly authorized to execute said Contract on behalf of said Municipality, and that (s)he has so executed the foregoing Contract for the purposes stated therein.

NOTARY PUBLIC

STATE OF NEW JERSEY)
) SS.
COUNTY OF _____)

On this the ____ day of _____, 2022 before me came _____, known and known to me to be the Executive Director of Allendale Housing, Inc., the Administrative Agent identified as such in the foregoing Contract, who states that (s)he has signed said Contract on behalf of said Administrative Agent for the purposes stated therein.

NOTARY PUBLIC

STATE OF NEW JERSEY)
) SS.
COUNTY OF _____)

On this ____ day of _____, in the year 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Donald J. Engels, Vice President of The Hampshire Companies, LLC, Managing Member of The Hampshire Allendale MM, LLC, Managing Member of HAMPSHIRE ALLENDALE MF URBAN RENEWAL LLC, and thereupon (s)he acknowledged under oath to my satisfaction that (s)he is the person who executed the within instrument, that (s)he was authorized to execute the within instrument on behalf of said company and that (s)he executed said instrument as the voluntary act of the said company.

NOTARY PUBLIC
