

AGENDA  
BOROUGH OF ALLENDALE  
MAYOR AND COUNCIL  
MAY 13, 2021  
8:00 P.M.

A Regular Meeting of the Mayor and Council of the Borough of Allendale will be held on May 13, 2021 beginning at 8:00pm via a video and teleconferencing meeting on GoToMeeting due to the State of Emergency.

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

- **From a computer, tablet or smartphone**, enter the website <https://global.gotomeeting.com/join/302918517>
- **From a phone**, dial [+1 \(872\) 240-3212](tel:+18722403212) and then enter Access Code: [302-918-517](tel:302918517)

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

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

I. CALL TO ORDER

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

II. ROLL CALL

III. PUBLIC COMMENT ON AGENDA ITEMS ONLY

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

IV. ORDINANCE FOR SECOND READING AND PUBLIC HEARING

The following ordinance published herewith was first read by title only on April 29, 2021 and posted on the bulletin board of the lobby of the municipal building and borough website.

**ORDINANCE 21-07** – ORDINANCE OF THE BOROUGH OF ALLENDALE, COUNTY OF BERGEN, NEW JERSEY APPROVING A FINANCIAL AGREEMENT WITH HAMPSHIRE ALLENDALE MF URBAN RENEWAL, LLC

V. RESOLUTIONS

- A. **21-144**/Cancel Special Emergency Appropriation – COVID-19

VI. INTRODUCTION OF ORDINANCES

Motion that the following ordinance be introduced and passed on first reading and setting June 10, 2021 at 8:00 p.m. or as soon thereafter as the matter can be heard as the date and time, and the Council Chambers of the Allendale Municipal Building as the place for a hearing on said ordinance.

**ORDINANCE 21-09** - CALENDAR YEAR 2021 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

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.

AGENDA  
BOROUGH OF ALLENDALE  
MAYOR AND COUNCIL  
MAY 13, 2021  
8:00 P.M.

- A. **21-145**/Authorize 2021 Salaries – Crestwood Lake Employees – Supplement One
- B. **21-146**/Authorize County Road Resurfacing Shared Service Agreement – County of Bergen
- C. **21-147**/Approve 2020 Tax Appeal Settlement – Zrebiec, Matthew J. & Kristen A. v. Borough of Allendale – 191 MacIntyre Lane
- D. **21-148**/Authorize Submission Application & Signing of Letter of Intent – Library Construction Bond Act – Lee Memorial Library
- E. **21-149**/Authorize Refunds – 2018 & 2021 Tax Overpayments
- F. **21-150**/Approve May 13, 2021 Bill List

VII. UNFINISHED BUSINESS

VIII. NEW BUSINESS

- A. **21-151**/Introduce 2021 Municipal Budget

IX. COMMITTEE REPORTS AND COMMENTS

X. STAFF REPORTS

XI. PUBLIC COMMENTS

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

XII. ADJOURNMENT

Bulletin Board  
Borough Website

**\*\*\*AGENDA AND AGENDA ITEMS ARE SUBJECT TO CHANGE\*\*\***

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

**ORDINANCE 21-07**

**ORDINANCE OF THE BOROUGH OF ALLENDALE, COUNTY OF BERGEN,  
NEW JERSEY APPROVING A FINANCIAL AGREEMENT WITH HAMPSHIRE  
ALLENDALE MF URBAN RENEWAL, LLC**

**WHEREAS**, the Borough Council (the “Borough Council”) of the Borough of Allendale (the “Borough”), a public body corporate and politic of the State of New Jersey, is authorized pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”), to determine whether certain parcels of land within the Borough constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

**WHEREAS**, in accordance with the criteria set forth in the Redevelopment Law, the Borough on June 28, 2018 adopted a resolution identifying and designating the property commonly known as Block 1005, Lot 3 and Lot 20 and a portion of Block 1005, Lot 11 having street addresses of 230 West Crescent Avenue and 220 West Crescent Avenue as an area in need of redevelopment (the “Redevelopment Area”); and

**WHEREAS**, on March 28, 2019 the Borough Council passed Ordinance #19-03 which adopted a redevelopment plan for the Redevelopment Area dated February 12, 2019 entitled “Borough of Allendale 2019 Redevelopment Plan At West Crescent Avenue” (the “Redevelopment Plan”); and

**WHEREAS**, the Borough determined that certain modifications to such Redevelopment Plan were required based on prevailing economic and related considerations; and

**WHEREAS**, such modifications are set forth in an Amended Redevelopment Plan dated June 10, 2020 entitled “Borough of Allendale 2020 Amended Redevelopment Plan At West Crescent Avenue” (the “Amended Redevelopment Plan”); and

**WHEREAS**, on June 30, 2020 the Borough Council passed Ordinance #20-11 which adopted the Amended Redevelopment Plan; and

**WHEREAS**, the Redevelopment Law authorizes the Borough to arrange or contract for the planning, construction or undertaking of any development project or redevelopment work in an area designated to be an area in need of redevelopment pursuant to N.J.S.A. 40A:12A-8; and

**WHEREAS**, on December 28, 2018, the Borough, pursuant to Resolution #18-277 adopted on December 27, 2018, authorized the execution of the “Agreement of Purchase of Real Estate” (the “Purchase Agreement”) by and between Hampshire Venture Partners, LLC (“Hampshire”) and the Borough whereby Hampshire, or its designated affiliate(s) agreed to purchase and redevelopment the Redevelopment Area; and

**WHEREAS**, on December 28, 2018, the Purchase Agreement was fully executed by the Borough and Hampshire; and

**WHEREAS**, on July 9, 2020, the Borough, pursuant to Resolution #20-176, authorized the execution of an Amended and Restated Agreement Of Purchase Of Real Estate between Hampshire and the Borough (the “Amended Purchase Agreement”); and

**WHEREAS**, the Amended Purchase Agreement provides for a project (the “Project”) to redevelop the Redevelopment Area as provided for in said Agreement; and

**WHEREAS**, on July 9, 2020, the Amended Purchase Agreement was fully executed by Hampshire and the Borough; and

**WHEREAS**, on March 28, 2019, the Borough adopted Resolution #19-101 which (a) designated Hampshire, as the contract property owner of the Redevelopment Area, or a successor or related entity of Hampshire organized for the purpose of carrying out the aforementioned Project as the redeveloper of the Redevelopment Area, and (b) authorized the Mayor of the Borough to execute on behalf of the Borough a Redevelopment Agreement between the Borough and Hampshire, or a successor or related entity of Hampshire, to carry out the terms and conditions of the Project, as may be amended or modified; and

**WHEREAS**, Hampshire Allendale MF Urban Renewal, LLC (the “Entity”) an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, et seq. (the “Exemption Law”) and formed by Hampshire for the purpose of acquiring and redeveloping a portion of the Redevelopment Area, proposed to undertake the redevelopment of one portion of the Redevelopment Area comprised of a portion of Block 1005, Lot 20 and a portion of Block 1005, Lot 3, said area being further described as a new parcel designated as Block 1005, Lot 20.02 in the January 20, 2021 Resolution #LUB-21-10 of the Land Use Board of the Borough of Allendale, (the “Residential Redevelopment Area”); and

**WHEREAS**, the Entity proposes to redevelop the Residential Redevelopment Area by constructing a new four (4) story, seventy (70) unit residential apartment building, which will include six (6) affordable housing units in furtherance of the Borough’s Fair Share Housing Settlement, and three (3) housing units to be made available to volunteer first responders of the Borough (the “Residential Project”); and

**WHEREAS**, the Entity has applied to the Borough Council for tax exemption pursuant to the Exemption Law with respect to the Residential Project (the “Exemption Application”); and

**WHEREAS**, the Borough Council finds that the tax exemption requested by the Entity will benefit the Borough and its inhabitants by furthering the redevelopment of the Redevelopment Area and in particular the Residential Redevelopment Area, and that the benefits would substantially outweigh the costs, if any, associated with tax exemptions; and

**WHEREAS**, the Borough Council finds that the requested tax exemptions are important to the Borough and that without the incentives of the tax exemptions the Residential Project would not be undertaken; and

**WHEREAS**, as part of its application for a tax exemption the Entity has submitted a form of Financial Agreement (the “Residential Financial Agreement”) providing for payments in lieu of taxes, incorporated herein by reference; and

**WHEREAS**, the Entity has presented to this body certain financial information, copies of which are attached as exhibits to the Residential Financial Agreement; and

**WHEREAS**, the Borough Council deems it to be in the best interest of the Borough to pass an Ordinance authorizing the Borough to enter into the proposed Residential Financial Agreement with the Entity on the terms and conditions stated in the form of the Residential Financial Agreement submitted by the Entity; and

**WHEREAS**, pursuant to N.J.S.A. 40A:20-8, the Mayor has reviewed the Exemption Application and the Mayor has submitted the Exemption Application and Residential Financial Agreement to the Borough Council with his recommendation for approval, subject to the condition that the Entity pay, in lieu of tax payments on the Residential Project, an annual service charge, such that the combined tax payment on the land and the annual service charge paid by the Entity each year shall be no less than the amount of the total property taxes that the Borough has received from the Residential Redevelopment Area, prior to redevelopment; and

**WHEREAS**, upon review of the proposed Project, including the Residential Project, the Exemption Application and the Mayor’s recommendation, the Borough has made the following findings with respect to the Project, including the Residential Project, pursuant to N.J.S.A. 40A:20-11:

1. The Redevelopment Area is not currently developed to its maximum potential. The Redevelopment Area is partially vacant; not conducive to good working conditions; has been vacant for extended period of time; and is obsolete. Upon expiration of the exemption, the Residential Project shall be fully assessed and conventionally taxed;
2. Given the costs, as well as the uncertainty and instability of current economic and market conditions, as well as aggressive competition within the region, the investment risk makes the financing of the Project, including the Residential Project, not feasible in the absence of the requested Residential Financial Agreement;
3. The construction of the Project, including the Residential Project will result in the remediation of the Redevelopment Area, substantial improvements to the infrastructure on the site as well as community benefits in the form of increased jobs and ratables;
4. The Project, including the Residential Project, is consistent with the Redevelopment Plan, will further its objectives and will contribute to the economic growth of the Borough;
5. The Residential Financial Agreement was a material inducement to the Entity to undertake the Residential Project in the Borough and facilitate the redevelopment of the Residential Redevelopment Area; and

**WHEREAS**, in accordance with the provisions of the Exemption Law, the Borough desires to approve the Residential Project and authorize the execution of the Residential Financial Agreement.

**NOW THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE BOROUGH OF ALLENDALE, NEW JERSEY AS FOLLOWS:**

Section 1. The development of the Residential Project is hereby approved for the grant of a tax exemption under the Exemption Law by virtue of, pursuant to, and in conformity with the provisions of the Exemption Law.

Section 2. The Mayor is hereby authorized to execute the Residential Financial Agreement with the Entity in substantially the form referenced herein, and subject to any further review, analysis or modifications that Borough counsel may deem appropriate. The Acting Borough Clerk is hereby authorized and directed to attest to the execution of the Residential Financial Agreement by the authorized officers of the Borough as determined hereunder, and to affix the corporate seal of the Borough to the Residential Financial Agreement.

Section 3. The Residential Financial Agreement is not to be signed until the Entity has entered into a Redevelopment Agreement with respect to the Residential Redevelopment Area, with the Borough.

Section 4. The Office of the Borough Clerk shall forthwith file certified copies of this Ordinance and the Residential Financial Agreement with the Director of the Division of Local Government Services pursuant to N.J.S.A. 40A:20-12.

Section 5. Upon the execution of the Residential Financial Agreement as contemplated herein, either the Entity or the Borough (through its Authorized Officers and the Acting Borough Clerk) may file and record this Ordinance and the Residential Financial Agreement with the Bergen County Clerk such that the Residential Financial Agreement and this Ordinance shall be reflected upon the land records of the County of Bergen as a lien upon and a covenant running with the land constituting the Residential Redevelopment Area.

Section 6. This Ordinance shall take effect at the earliest possible time as permitted by and in accordance with all applicable laws.

	Motion	Second	Yea	Nay	Absent	Abstain
Homan		✓	✓			
O'Connell			✓			
O'Toole			✓			
Sasso					✓	
Strauch			✓			
Wilczynski	✓		✓			
Bernstein			✓			

I hereby certify that the foregoing is a true copy of an ordinance introduced by the Mayor and Council of the Borough of Allendale on April 29, 2021

Michelle  
Acting Borough Clerk

and in  
Ordin

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

**DATE: 05/13/2021**

**RESOLUTION# 21-144**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**CANCELLATION OF SPECIAL EMERGENCY AUTHORIZATION - COVID-19**

**WHEREAS**, the Borough has previously adopted an ordinance providing for a special emergency appropriation pursuant to N.J.S.A. 40A:4-53(m) to fund a deficit in operations directly attributable to COVID-19; and

**WHEREAS**, this ordinance authorized a special emergency appropriation of \$260,000; and

**WHEREAS**, in accordance with regulations promulgated by the State of New Jersey, Department of Community Affairs, Division of Local Government Services, the special emergency appropriation for COVID-19 may not exceed the actual deficit in revenues and/or appropriations; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Allendale, that the special emergency appropriation balance of \$16,000 be hereby cancelled, as of December 31, 2020.

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on May 13, 2021.

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Michelle Ryan  
Acting Municipal Clerk

**BOROUGH OF ALLENDALE**

**PUBLIC NOTICE**

**ORDINANCE 21-09 — CALENDAR YEAR 2021 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)**

was introduced at a regular meeting of the Mayor and Council of the Borough of Allendale, in the County of Bergen, New Jersey, held on Thursday, May 13, 2021 and will be further considered for final passage after public hearing at a regular meeting of the Mayor and Council to be held in the Council Chambers, Allendale Municipal Building, 500 West Crescent Avenue, Allendale, New Jersey on Thursday, June 10, 2021 at 8:00 P.M. prevailing time, or as soon thereafter as the matter can be heard.

A clear and concise statement of this ordinance is to exceed the municipal budget appropriation limits and establish a cap bank pursuant to N.J.S.A. 40A:4-45.14 for Calendar Year 2021.

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

Michelle Ryan  
Acting Municipal Clerk



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

**DATE: 05/13/2021**

**RESOLUTION# 21-145**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**AUTHORIZATION OF 2021 CRESTWOOD LAKE SALARIES – SUPPLEMENT ONE**

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that the following salaries are hereby approved for the Crestwood Lake Swim Club 2021 Season as follows:

Lifeguards		
First Name	Last Name	Hourly Pay
Megan	Winters	\$12.25
Lucas	Guzman	\$12.25

**BE IT FURTHER RESOLVED** that the date of hire for the above employees is effective May 15, 2021.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on May 13, 2021.

\_\_\_\_\_  
Michelle Ryan  
Acting Municipal Clerk

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

**DATE: 05/13/2021**

**RESOLUTION# 21-146**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**AUTHORIZATION TO ENTER INTO A COUNTY ROAD  
RESURFACING AGREEMENT – COUNTY OF BERGEN**

**WHEREAS**, the County of Bergen maintains and controls approximately 450 miles of County roads; and

**WHEREAS**, maintenance of the County roads requires periodic resurfacing for the benefit of the drivers and residents of Bergen County; and

**WHEREAS**, the County's Department of Public Works performs this resurfacing through periodic Road Resurfacing Projects; and

**WHEREAS**, the County's Road Resurfacing Projects require cooperation and coordination between the County and the seventy municipalities in which the County roads are located; and

**WHEREAS**, a formal agreement between the County of Bergen and the Borough of Allendale will serve to memorialize the respective responsibilities of the County and the municipality in connection with a Road Resurfacing Project; and

**WHEREAS**, N.J.S.A. 40A:65-4(a)(1) states, in part, that "[a]ny local unit may enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction;" and

**WHEREAS**, the County and the seventy municipalities within Bergen County are "local units" under N.J.S.A. 40:65-4(a)(1), authorized to enter into shared services agreements pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.; and

**WHEREAS**, County Counsel has, with the input of the Department of Public Works (Supervisor of Roads) and the Department of Planning and Engineering (County Engineer,)

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

**DATE: 05/13/2021**

**RESOLUTION# 21-146**

prepared a form of shared services agreement for execution between the County of Bergen and the Borough of Allendale, a copy of which is annexed hereto as Exhibit A.

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

1. The recitals set forth above are hereby incorporated into the body of this resolution as if set forth at length herein.
2. The Mayor and Council hereby approve and authorize the execution of a shared services agreement between the County and the Borough of Allendale, in substantially the form annexed hereto as Exhibit A, subject to attorney review.
3. The Mayor and Acting Borough Clerk are hereby authorized to execute a shared services agreement with the County in a form determined by Borough Counsel to be in substantially the form annexed as Exhibit A.

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on May 13, 2021.

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Michelle Ryan  
Acting Municipal Clerk

**COUNTY OF BERGEN  
DEPARTMENT OF PUBLIC WORKS  
OPERATIONS DIVISION**

220 E. Ridgewood Avenue, Suite 205, Paramus, NJ 07652  
Phone: (201) 336-7675 ~ Fax: (201) 336-7684

**James J. Tedesco, III**  
County Executive

**Thomas Connolly**  
County Road Supervisor

March 3, 2021

**Re: ADA Cooperative Curb Ramp Grant Program; Resolution No.98-20  
Shared Services Agreement for County Road Resurfacing Program; Resolution No.70-20**

Dear Administrator and DPW Superintendent:

Attached please find the ADA Cooperative Curb Ramp Grant Program Agreement along with Resolution No.98-20 and the Shared Services Agreement for County Road Resurfacing Program along with Resolution No.70-20. These documents must be signed and returned before the county can proceed with any scheduled work moving forward on the resurfacing of the county roads in your municipality.

Please print and sign the agreements in the designated areas. **Return 4 copies with original signatures and seals to this office, Attention: Tom Connolly.** Also, please provide **4 copies with original signatures of your governing body's authorizing resolution for each agreement.** These attached agreements are to supersede the previous agreements that we have on file.

Municipalities will no longer be contracting for ADA ramp construction. In order to streamline the process, the county will contract for the construction of municipal ADA ramps along county roads that require compliance before resurfacing. Other municipal responsibilities remain unchanged.

Once the agreements are signed by the County Executive, an original agreement for each will be sent back to the municipality for your files. If you have any questions, please call me at (201) 336-7676 or Liza Schoen at (201) 336-6803.

Sincerely,

Thomas Connolly

cc: Will Brown, Esq.

## ADA COOPERATIVE CURB RAMP GRANT PROGRAM

THIS AGREEMENT made on \_\_\_\_\_, 2021 between the:

**COUNTY OF BERGEN**, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601-7076, hereinafter referred to as the "County"

And the \_\_\_\_\_ a municipal corporation of the STATE OF NEW JERSEY, herein referred to as the "MUNICIPALITY."

### WITNESSETH

**WHEREAS**, the County of Bergen ("County") is a body politic and corporate of the State of New Jersey with jurisdiction, pursuant to N.J.S.A. 27:16-1, over County Roads; and

**WHEREAS**, \_\_\_\_\_ ("Municipality") is a Municipal Corporation of the State of New Jersey; and

**WHEREAS**, the New Jersey Department of Transportation (NJDOT), the Federal Highway Administration (FHWA), the Americans with Disabilities Act Accessibility Guidelines (ADAAG), and Public Right-of-Way Accessibility Guidelines (PROWAG) mandate that public sidewalks at intersections provide, at a minimum: depressed curb cuts, detectable warning surfaces and a landing area at all crosswalk locations as designated by the County Engineer or his designee; and

**WHEREAS**, public sidewalks, including handicap ramps, are a municipal responsibility in as much as the County's road responsibility is limited to improved road areas from curb face to curb face as set forth in N.J.S.A. 27:16-8; and

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

**WHEREAS**, the County seeks to assist municipalities with their obligation to comply with NJDOT and Federal ADA regulations on County roadways by using County funds for the design and dedicating a portion of the County's New Jersey Department of Transportation, Bureau of Local Aid funds for the inspection of ADA improvements, as designated by the County Engineer or his designee, on County roads; and

**WHEREAS**, ADA Curb Ramp design work shall not commence until the County Engineer, subject to budget considerations, authorizes the work recommended by the municipal engineer; and

**WHEREAS**, the County will, upon proper verification and pre-construction authorization by the County Engineer, reimburse the municipality for the design and inspection costs in connection with the county wide ADA Cooperative Curb Ramp contract provided that participating municipalities are responsible for all costs outside the scope of work; and

**WHEREAS**, municipal budget requirements mandate the confirmation that funds are available to perform the work pursuant to a grant agreement; and

**NOW THEREFORE BE IT RESOLVED**, that in consideration of the premises, and of the covenants, terms, and conditions hereinafter set forth County of Bergen will assist municipalities in meeting ADA Curb Ramp requirements at intersections on County roads.

**BE IT FURTHER RESOLVED**, that the County's Cooperative funding assistance is conditioned upon the following:

## **1. ADA COOPERATIVE CURB RAMP GRANT PROGRAM**

A. Funding. The County, through a countywide ADA Cooperative Curb Ramp Grant Program, will make *NJDOT Bureau of Local Aid* funds and/or County funds available to municipalities, on a reimbursement basis as authorized by the County Engineer or his designee, for the engineering design and inspection work related to the construction of ADA improvements at crosswalk locations.

B. Construction. The County will enter into a Curb Ramp Construction Contract with the successful bidder(s) of the County's ADA Cooperative Curb Ramp Construction bid.

C. County Engineer's Approval. Municipal Engineering design work shall not commence until the County Engineer, subject to budget considerations, authorizes said work.

## **2. REIMBURSEMENT SCHEDULE**

The County will, upon proper verification and pre-work authorization by the County Engineer, reimburse the municipality for approved engineering costs, in two payments.

A. Initial Reimbursement. The County shall provide the municipality with fifty percent of the estimated design funds, at the rates set forth herein, to design ADA compliant improvements provided that municipality seeks and receives pre-authorization from the County Engineer.

B. Final Reimbursement. Upon receipt of its municipal engineer's certification that the completed design work meets ADA compliance or received a "technical infeasibility" waiver approved by the County Engineer, the Bergen County Department of Public Works will reimburse the participating municipality for the balance of the funds based on the

approved scope of work.

- C. Inspection Costs. Reimbursable costs shall include construction inspection costs not to exceed ten (10%) percent of the as-built construction costs.

**3. REIMBURSEMENT RATES**, upon authorization from the County Engineer, the municipality will be reimbursed as follows:

- A. Four (4) Corner Intersections. A flat fee of \$450 for four (4) corner intersections for:

- (1) A walk through and completion of Curb Ramp Assessment Forms and designation of the type of ADA compliant ramp for each corner.
- (2) A walk through with the County Engineer or designee to confirm and/or revise the Curb Ramp Assessment Forms and ramp type designation.
- (3) A walk through with the County Engineer or designee and the County Curb Ramp Construction Contractor to direct the contractor to construct improvements in accordance with Curb Ramp Assessment and ramp type designation.
- (4) Preparation and submission of a technical infeasibility waiver if required.
- (5) Engineer's design compliance certification in County form.

- B. "T" intersections. A flat fee of \$300 for a "T" intersection:

- (1) A walk through and completion of Curb Ramp Assessment Forms and designation of the type of ADA compliant ramp for each corner.
- (2) A walk through with the County Engineer or designee to confirm and/or revise the Curb Ramp Assessment Forms and ramp type designation.
- (3) A walk through with the County Engineer or designee and the County Curb Ramp Construction Contractor to direct the contractor to construct improvements in accordance with Curb Ramp Assessment and ramp type designation.
- (4) Preparation and submission of a technical infeasibility waiver if required.
- (5) Engineer's design compliance certification in County form.

- C. Raised Islands & Mid-Block Crossings. A flat fee of \$200 for a raised island or mid-block crossing for:

- (1) A walk through and completion of Curb Ramp Assessment Forms and designation of the type of ADA compliant ramp for each corner.
- (2) A walk through with the County Engineer or designee to confirm and/or revise the Curb Ramp Assessment Forms and ramp type designation.
- (3) A walk through with the County Engineer or designee and the County Curb Ramp Construction Contractor to direct the contractor to construct improvements in accordance with Curb Ramp Assessment and ramp type designation.
- (4) Preparation and submission of a technical infeasibility waiver if required.
- (5) Engineer's design compliance certification in County form.

- D. Full Engineering Design. A fee up to \$1,000 for full engineering design for one corner of

an intersection or up to \$2,400 for full engineering design for four corners (as approved by the County Engineer) for steep slope or extraordinary situations. Full engineering services include:

- (1) Design Plans.
- (2) As-built design drawings.
- (3) Documented waivers, approved by the County Engineer, for "technical infeasibility" waiver(s) pertaining to any portion of the work that is not fully compliant with ADA requirements.
- (4) Engineer's design compliance certification in County form.

#### **4. ADA STANDARDS AND PERFORMANCE**

A. Compliance. All construction work shall be one hundred (100%) compliant with ADA regulations. If construction compliance is not possible in accordance with ADA regulations, then the municipal engineer will substantiate and document grounds for a waiver based upon "technical infeasibility". Waivers are not valid unless approved by the County Engineer.

B. Compliance Issues. If during construction it becomes impossible to comply with the design work and/or it is discovered that the design work is inaccurate then, in that event, the municipal engineer's inspector shall: (1) immediately suspend construction; (2) notify the County Engineer; (3) the municipal engineer shall redesign the work, at no extra expense, to obtain full compliance or document waiver(s) based upon "technical infeasibility"; and obtain the County Engineer's authorization to proceed.

C. County Traffic Signal. If the construction of ADA improvements appears to require the removal and/or relocation of a County traffic signal structure or device, the Municipal Engineer shall contact the County Engineer and advise him of the potential conflict. The County Engineer shall review the conflict and determine an appropriate course of action which may include the redesign of ADA improvements, removal and/or relocation of the traffic signal structure or device at the County's expense, or the issuance of a technical infeasibility waiver.

D. Utilities. If the construction ADA improvements appears to require the removal and/or relocation of a non-municipal utility structure or device, the Municipal Engineer shall contact the County Engineer and advise him of the potential conflict. The County Engineer shall review the conflict and determine an appropriate course of action which may include the redesign of ADA improvements, removal and/or relocation of the utility structure or device at the utility company's expense, or the issuance of a technical infeasibility waiver. In the event that a non-municipal utility refuses to relocate its structures, at its sole cost and expense, the expense of compelling same shall be assumed by the County.

E. Municipal Utilities. If the construction of ADA improvements appears to require the removal and/or relocation of a municipal traffic signal structure or device or municipal utility or



other structure, the Municipal Engineer shall contact the County Engineer, the Municipality and/or Municipal Utility and advise them of the potential conflict. The County Engineer shall review the conflict and determine an appropriate course of action which may include the redesign of ADA improvements, removal and/or relocation of the traffic signal structure or device or municipal utility or other structure, at the Municipality or Municipal Authority's expense, or the issuance of a technical infeasibility waiver.

F. Restriping. After resurfacing, the County will re-stripe the roadways. As a courtesy, the County will install thermoplastic traffic markings and symbols at municipal intersections with traffic signals, and will replace crosswalk markings where requested *only if the* crosswalks terminate at handicapped ramps that meet ADA regulations. Once installed, the maintenance of these markings and symbols will be the municipality's responsibility unless the intersection is under County jurisdiction. If the Municipality plans a streetscape project, the County only allows using stamped or imprinted crosswalks and that these crosswalks be completed *after* the roadway is resurfaced. Crosswalks made from materials such as pavers or other types of blocks and headers, or very thick layers of extruded thermoplastic materials, are not recommended. Should the municipality install crosswalks of this type, then it will be the municipality's responsibility to maintain them at all times.

G. Road Opening Permits. Upon completion of road resurfacing, the County's Road Opening Permit policy and fees shall apply to future road openings.

H. Upgrades. If a municipality desires to upgrade the ADA Cooperative Specifications beyond NJDOT standards for materials and/or to expand the scope of the work beyond the limits authorized by the County Engineer, then municipality shall be responsible for the increase in costs. For example, if the municipality chooses to install stamped crosswalks, the municipality shall pay the difference between NJDOT standards and the municipality's standards.

## 5. MUNICIPAL RESPONSIBILITIES

In connection with the work set forth herein, each municipality shall be responsible for the following:

### A. Traffic Control

(1) NJDOT. NJDOT rules require that the contractor set up and maintain a proper and safe work zone with properly trained flagmen at each work location. The use of NJDOT funds to pay for uniformed police protection is not permitted. Additionally, the County does not provide another source of funding for police protection since the contractor is already required to maintain a safe work zone in accordance with the Manual for Uniform Traffic Control Devices. If the Municipality desires the use of local police for additional protection, over and above the contractor's responsibilities, the municipality will be solely responsible for the cost of local police protection.

(2) Chief of Police Determination. The Municipality will provide uniformed

police officers, at the municipality's sole expense, for the maintenance and protection of traffic in connection with the ADA improvements when the Chief of Police deems their presence necessary.

- (3) Required Police. If an intersection cannot be fully closed to traffic during the following construction phases then Municipality will provide uniformed police officers, at the municipality's sole expense; installation of underground traffic signal conduit in the intersection; installation of underground storm water drainage systems in the intersection; installation of new overhead traffic signal hardware or removal of existing traffic signal hardware; and signal "tum-on".

B. Waiver of Municipal Permits and Fees. The Municipality and/or its Municipal Utility shall waive all permits and fees.

C. Ownership, Maintenance and Continued Compliance. The Municipality expressly acknowledges ownership and control of the completed ADA improvements, agrees to maintain all ADA improvements in compliance and/or to require property owners to maintain the ADA improvements and keep same in compliance as part of the property owner's sidewalk maintenance obligations.

D. Municipal Structures. The Municipality and/or its Municipal Utility shall be solely responsible for the cost of relocating its structures including but not limited to traffic signals or devices or utility structures or other structures which interfere with ADA improvements and do not, in the judgment of the County Engineer, qualify for a technical infeasibility waiver.

## **6. HOLDHARMLESS**

The Municipality shall defend, indemnify, protect and save harmless the County of Bergen and its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of any kind or nature, arising out of, or claimed to arise out of, any act, error or omission of the Municipality, its consultants, contractors, agents, servants and employees in the performance of the work funded under this agreement, including, but not limited to, expenditures for investigation, legal defense, settlement and/or judgment. In addition to the Municipality naming County of Bergen as an Additional Insured on its public liability insurance policies, the Municipality shall require, in all agreements for professional and non-professional contract services necessary for the performance and completion of work funded under this agreement, that Municipality and County of Bergen are named as Additional Insured on the service providers' public liability insurance policies.

## **6. MISCELLANEOUS**

A. Counterparts and Electronic Delivery and Signatures. This Agreement and any amendments or addenda hereto, or any other document necessary for the consummation of the transaction contemplated, administered or controlled by this Agreement ("Agreement Documents"), may be executed and delivered in any number of counterparts, each of which so

executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any Agreement Documents, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all manner and respects as an original agreement or instrument, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The Parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transaction Act, N.J.S.A. 12A:12-1, et seq. and any associated regulations. Any Agreement Document accepted, executed or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed, and all Parties hereby consent to the use of any third party electronic capture service providers as may be chosen by the County.

B. Force Majeure. Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, fire, flood, earthquake, hurricane, tornado, "Acts of God," epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.

C. General. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, N.J.S.A. 59:1-2 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq., without regard to its conflict of law principles. All disputes arising out of this Agreement shall be resolved in the Courts of the State of New Jersey.

D. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach waive any succeeding breach of such provision or waive the enforcement of the provision itself.

E. No Third Party Beneficiaries. Nothing contained herein shall be construed so as to create rights in any third party

## **7. NON-BINDING MEDIATION**

A. Rights to Request and Decline. Either party may request Non-Binding Mediation of any dispute arising under this Agreement, whether technical or otherwise. The non-requesting party may decline the request in its sole discretion. If there is concurrence that any particular matter shall be mediated, the provisions of this Section shall apply. The costs of such Non-Binding Mediation shall be divided equally between the County and the Municipality.

B. Procedure. The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the County and the Municipality. The Mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in

the Mediator's program to resolve the dispute until and unless the parties reach agreement with respect to the disputed matter or one party determines in its sole discretion that its interests are not being served by the mediation.

C. Non-Binding Effect. Mediation is intended to assist the County and Municipality in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.

D. Relation to Judicial Legal Proceedings. Nothing in this Section shall operate to limit, interfere with or delay the right of either party under this Article to commence judicial Legal Proceedings upon a breach of this Agreement by the other party, whether in lieu of, concurrently with, or at the conclusion of any Non-Binding Mediation.

**8. ARBITRATION.** If the dispute is not mutually resolved through non-binding mediation, then in that event, the dispute shall be resolved through binding arbitration.

A. Arbitration. Should there arise any disagreement between the County and Municipality respecting the meaning and intent of this Agreement or performance of any of its terms or provisions, the County and Municipality agree to settle the same by arbitration, before a single arbitrator who is a retired New Jersey Superior Court Judge, with such pre-hearing discovery as may be permitted by the arbitrator. The decision of the arbitrator shall be final and the Judgment may be entered upon it in accordance with applicable law in any Court having jurisdiction thereof.

B. Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a party from seeking injunctive relief in the appropriate division of the Superior Court of New Jersey in Bergen County. In the event of litigation, each government entity waives whatever rights it may have to trial by jury in order to prevent irreparable harm from occurring that may arise from a breach or threatened breach of this Agreement; however, any damage claim that may be associated therewith shall be exclusively resolved through arbitration in accordance with the preceding paragraph.

## **9. DURATION, CANCELLATION & AMENDMENTS**

A. Term. The term of this Agreement shall commence immediately upon execution (as authorized by resolution) by the last (in time) of all parties to this Agreement. This agreement shall have a term of one year, and shall renew annually until terminated or modified by the parties. Any rights and responsibilities of the parties under this Agreement that have accrued prior to the date of termination shall survive such termination.

B. Amendments. This Agreement may be amended from time to time by agreement of the parties thereto in the same manner as this Agreement was originally authorized and approved. Amendments to this Agreement shall become effective immediately upon execution (as authorized by resolution) by the last (in time) of all parties to this Agreement.

**10. ATTACHMENTS**

A. Freeholders Resolution 98-20 adopted February 5th, 2020

B. Municipal Resolution \_\_\_\_\_ adopted \_\_\_\_\_ , 2020

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

**WITNESSED**

**COUNTY OF BERGEN**

\_\_\_\_\_

By: \_\_\_\_\_

James J. Tedesco, III, County Executive, or  
Julien X. Neals, Acting County Administrator

Date: \_\_\_\_\_

**WITNESSED**

Municipality: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Print Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

## SHARED SERVICES AGREEMENT

### County Road Resurfacing Program

The County of Bergen (“County”) and \_\_\_\_\_ (the “Municipality”) agree to the following procedures and conditions in connection with the County’s road resurfacing program:

- 1. Scope and Term.** This Agreement shall govern the parties’ rights and responsibilities in connection with the County’s annual Road Resurfacing Program. This agreement shall have a term of one year, and shall renew annually until terminated or modified by the parties. Any rights and responsibilities of the parties under this Agreement that have accrued prior to the date of termination shall survive such termination.
- 2. Prerequisites.** As a prerequisite to and in consideration of the County’s scheduling of road resurfacing within the Municipality, the Municipality agrees to:
  - a. inspect the conditions of all existing ADA compliant curb ramps and crosswalk locations, make any repairs/replacements before the road is scheduled for resurfacing;
  - b. identify any locations at which the Municipality requests the County to install asphalt berms as described in Section 8 of this Agreement; and
  - c. inspect all sanitary sewer manholes and frames and either:
    - i. verify that the manholes and frames are in good condition; or
    - ii. for any manhole frames that requires replacement, notify the County’s contractor who will provide the labor, at no cost to the Municipality, to replace the manhole frame(s) provided that Municipality supplies the frames a minimum of seven calendar days in advance of the County’s schedule for the commencement of road milling.
- 3. Notice.** The County shall endeavor to give at least one (1) year’s notice to the Municipality prior to commencement of road milling so that any repairs, replacements, or other work required to be performed by the Municipality can be scheduled and completed.
- 4. ADA Compliance.** NJDOT and Federal ADA regulations require compliance with the Americans with Disabilities Act (ADA) at all altered crosswalk locations along the resurfaced county roads which have public sidewalks. Municipality is responsible for the ownership, maintenance, and control of all curb ramps and detectable warning surfaces as N.J.S.A. 27:16-8 limits the County’s maintenance responsibility to improved road areas between the curb lines.
- 5. Funding of ADA Compliance.** The County of Bergen has established engineering design and capital improvement cooperatives for the funding of ADA work. As a prerequisite to

the County's scheduling of road resurfacing within the Municipality, the municipality must first comply with the following:

- a. ADA Engineering Grant Program – Freeholder Resolution No. 70-20.
- b. The Municipality must execute an ADA Grant Program agreement and the Municipal Engineer must:
  - i. identify and quantify the curb ramp locations; and
  - ii. design and certify the ADA improvements, including ensuring that ramps are set at the proper grade to prevent pooling of water; and
  - iii. inspect the ADA improvements and certify compliance with ADA regulations upon completion of curb ramp construction prior to reimbursement by the County,
  - iv. Municipality is responsible for all costs outside the scope of the county curb ramp construction contract, including any local police protection.
  - v. Municipality agrees and accepts that after the completion of construction all ADA ramps are owned, maintained, and controlled by the Municipality.

**6. Crosswalks.** After resurfacing, the County will restripe the roadways.

- a. As a courtesy, the County will install thermoplastic traffic marking lines and thermoplastic traffic markings symbols across the County road and across the intersecting municipal road at municipal intersections, and will replace crosswalk markings *only if* the crosswalks terminate at curb ramps that comply with ADA regulations.
- b. Once installed, the Municipality is responsible for the maintenance of these markings and symbols across both the County Road and across the intersecting municipal road *unless* the intersection is under County jurisdiction.
- c. If the Municipality plans a streetscape project, the County recommends using stamped or imprinted crosswalks and that these crosswalks be completed *after* the roadway is resurfaced. Crosswalks made from raised materials such as pavers or other types of concrete blocks and headers, or very thick layers of extruded thermoplastic materials, are not recommended. Should the Municipality install crosswalks of this type, then it is the Municipality's responsibility to maintain them at all times.

**7. Intersections with Municipal Roads.** Pursuant to N.J.S.A. 27:16-8, the County is only responsible for maintaining County roads between the curb lines, i.e. from curb face to curb face. Where no curb exists on a County road, the term curb line refers the edge of pavement. At intersections, the curb line refers to the imaginary line created by extending the curb or edge of pavement of the County road across the intersection with the municipal road. By executing this agreement, the Municipality agrees and acknowledges that the County does not own, control, maintain, or have any duty to maintain, any portion of the right of way beyond the curb line of the County road, including any right of way that may

extend onto a municipal road, except as may be otherwise be provided in a formal agreement or resolution of the County Planning Board. The County will, at the Municipality's request, and solely as a courtesy to the Municipality, pave into an intersecting municipal road to meet the prior paving joint or to ensure a smooth pavement transition as directed by a municipal engineer, and subject to Paragraph 6, "Crosswalks," above, install traffic markings and symbols and replace crosswalk markings on a municipal road at the intersection with a County road. The Municipality agrees that, notwithstanding this courtesy extended by the County, it is solely the Municipality's responsibility to improve, maintain, and control the intersecting municipal road beyond the curb line of the County road, and that the County is not exercising ownership, control, or accepting any maintenance obligation over any portion of the municipal road by virtue of such paving or other improvements on the municipal road beyond the curb line of the County Road. In consideration for the County agreeing to pave into or make other improvements on the intersecting municipal road, the Municipality hereby agrees to indemnify, defend, save harmless, and release the County, its officers, employees, agents, and contractors, from and against any and all claims, demands, actions, suits, judgments, costs, charges, fees, damages and expenses, including reasonable attorney's fees, which may arise or result from a condition of the intersecting municipal road beyond the curb line of the County Road, including attorney's fees and costs incurred in any appeal.

- 8. Asphalt Berms.** As a courtesy to the Municipality for the sole purpose of directing surface water away from adjacent properties, when repaving a County road with no existing curbs or sidewalks, the County may, at the request of the Municipality and where directed by the municipal engineer, construct asphalt berms at the edge of the County road pavement, within the public right of way. The Municipality agrees, in consideration for the County's efforts and costs in construction of such berms, that the Municipality shall thereafter assume all responsibility for maintenance, repair, and replacement for the berms and that the County shall not be required to maintain, repair, or replace any such berm the County has constructed. The Municipality hereby agrees to indemnify, defend, save harmless, and release the County, its officers, employees, agents, and contractors, from and against any and all claims, demands, actions, suits, judgments, costs, charges, fees, damages and expenses, including reasonable attorney's fees, which may arise or the County may incur as a result of the County's construction of asphalt berms as directed by the Municipality. This provision shall extend to the County regardless of the structure or workmanship of the County constructed asphalt berms, and shall expressly include any claim that the berm, howsoever it is maintained, is a dangerous condition under the New Jersey Tort Claims Act.
- 9. Traffic Control.** The County uses NJDOT monies to fund the resurfacing program. NJDOT regulations require that the contractor set up and maintain a proper and safe work zone with properly trained flagmen at each work location. NJDOT does not permit the use of funds to pay for uniformed police protection. However there are circumstances where the use of uniformed police officers may be required for safe traffic control.

  - a. The Municipality shall provide uniformed police officers, and be solely responsible for the cost thereof, in the following circumstances:



- i. When intersecting roadways cannot be fully closed to traffic during installation of underground traffic signal conduit; installation of underground storm-water drainage systems; installation of new overhead traffic signal hardware or removal of existing traffic signal hardware; work is being performed within 100' of a signalized intersection; pavement milling operations; final paving operations; and signal "turn-on."
  - ii. When requested by the County Division of Engineering or Department of Public Works.
- b. Nothing herein shall prohibit the Municipality from assigning Municipal uniformed police officers for additional protection on its own initiative, over and above the contractor's responsibilities, at the Municipality's sole cost and expense.
- c. The Municipality agrees that the aforementioned traffic control procedure shall apply to all future work by the County of Bergen, and its contractors, performing work that is a County responsibility within public right-of-ways of County roads.

**10. Road Opening Permits.** The Municipality agrees that once a County road is resurfaced, the Municipality will procure a road opening permit for any Municipality controlled project or Municipal utility company project. The Municipality agrees to meet all requirements and specifications in the restoration of the County's roads.

**11. Integration.** This is the parties' entire agreement on this matter, superseding all previous negotiations or agreements, including any prior agreements regarding the County's Road Resurfacing Program.

**[Signature Page to Follow]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the day and year first above written.

**WITNESSED**

**COUNTY OF BERGEN**

\_\_\_\_\_

By: \_\_\_\_\_  
James J. Tedesco, III, County Executive, or  
Julien X. Neals, Acting County Administrator

Date: \_\_\_\_\_

**WITNESSED**

Municipality: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_



**COUNTY OF BERGEN**

ONE BERGEN COUNTY PLAZA  
HACKENSACK, NJ 07601

**Certified Copy**

**Resolution: 70-20**

**Agenda: 2/5/2020**

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**Public Works**

**Meeting Date: 2/5/2020**

**Purpose: Authorize shared services agreement between the County of Bergen and municipalities for Road Resurfacing Projects**

**Prepared By: WB**

**Sponsored by the Body as a Whole that this Resolution be passed. The motion passed by the following vote:**

**Yes: 7 -** Chairwoman Amoroso, Vice Chairwoman Voss, Chair Pro Tempore Tanelli, Freeholder Ganz, Freeholder Ortiz, Freeholder Sullivan, and Freeholder Silna Zur

I, Lara Rodriguez, Clerk, Board of Chosen Freeholders, certify that this is a true copy of Resolution No. 70-20, passed by the BOARD OF CHOSEN FREEHOLDERS on 2/5/2020.

**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: 70-20**

**Agenda: 2/5/2020**

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**BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS  
RESOLUTION**

**WHEREAS**, the County of Bergen maintains and controls approximately 450 miles of County roads; and

**WHEREAS**, maintenance of the County roads requires periodic resurfacing for the benefit of the drivers and residents of Bergen County; and

**WHEREAS**, the County's Department of Public Works performs this resurfacing through periodic Road Resurfacing Projects; and

**WHEREAS**, the County Road Resurfacing Projects require cooperation and coordination between the County and the seventy municipalities in which the County roads are located; and

**WHEREAS**, a formal agreement between the County of Bergen and the seventy municipalities in which the County will undertake road resurfacing activities will serve to memorialize the respective responsibilities of the County and the municipality in connection with a Road Resurfacing Project; and

**WHEREAS**, N.J.S.A. 40A:65-4(a)(1) states, in part, that "[a]ny local unit may enter into an agreement with any other local unit or units to provide, or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction;" and

**WHEREAS**, the County and the seventy municipalities within Bergen County are "local units" under N.J.S.A. 40:65-4(a)(1), authorized to enter into shared services agreements pursuant to the Uniform Shared Services Act and Consolidation Act, N.J.S.A. 40A:65-1 et seq.; and

**WHEREAS**, County Counsel has, with the input of the Department of Public Works (Supervisor of Roads) and the Department of Planning and Engineering (County Engineer), prepared a form of shared services agreement for execution between the County of Bergen and each municipality in which the County will carry out its Road Resurfacing Project, a copy of which is annexed hereto; and

**NOW THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders, upon the recommendation of Tom Connolly, Supervisor of Roads, and Joseph Femia, County Engineer, as follows:

1. The recitals set forth above are hereby incorporated into the body of this resolution as if set forth at length herein.
2. The Board of Chosen Freeholders hereby approve and authorize the execution of a shared services agreement between the County and each municipality in which the County will be performing a Road Resurfacing Project, in substantially the form annexed hereto.
3. The County Executive is hereby authorized to execute a shared services agreement with each of the municipalities in a form determined by County Counsel to be in substantially the form annexed hereto.

DRAFT

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

**DATE: 05/13/2021**

**RESOLUTION# 21-147**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPROVAL OF ZREBIEC, MATTHEW J. & KRISTEN A.  
V. ALLENDALE TAX APPEAL SETTLEMENT**

**WHEREAS**, the tax payers, Matthew J. & Kristen A. Zrebiec, appealed the assessment levied on Block 1201, Lot 9 for the tax year 2020; and

**WHEREAS**, the subject property is located at 191 Mac Intyre Lane; and

**WHEREAS**, the Plaintiff was represented by counsel in this matter; and

**WHEREAS**, the Assessor has agreed to compromise the appeal as follows: the Assessed Value for 2020 will be reduced from \$1,619,700 to \$1,600,000.

**WHEREAS**, there are sufficient funds available in the reserve for tax appeals account to satisfy the 2020 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 Zrebiec, Matthew J. and Kristen A. 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.

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on May 13, 2021.

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Michelle Ryan  
Acting Municipal Clerk

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

**DATE: 05/13/2021**

**RESOLUTION# 21-148**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE  
LIBRARY CONSTRUCTION BOND ACT AND AUTHORIZING THE MAYOR TO  
SIGN A LETTER OF INTENT WITH THE LEE MEMORIAL LIBRARY  
CONCERNING THE LIBRARY'S EXPANSION INTO THE BOROUGH OFFICES AT  
500 WEST CRESCENT AVENUE**

**WHEREAS** the Borough Council recognizes the Lee Memorial Library as the Borough's partner in realizing the community's desire for an expanded library on the Borough-owned property at 500 West Crescent Avenue; and

**WHEREAS**, the Lee Memorial Library Trustees and Friends of the Library have worked diligently to set aside funds for capital improvements and continue to raise funds for the renovations to expand the current library into the Borough offices;

**WHEREAS**, the Lee Memorial Library Trustees and Friends of the Library have shown initiative and leadership in securing \$900,000 for the use of capital improvements and spearheading, researching, and planning a fundraising campaign to renovate and expand the current facility;

**WHEREAS**, during the past two years, the Borough Council has done its due diligence and explored various options for the use of the current Borough offices once vacated and concluded the best use of the vacated offices to serve the public will be as additional library space, as well as a location for programs and meetings. The Borough Council's conclusion regarding the renovation of the Borough offices is subject to the limitations included in the attached Exhibit A; and

**WHEREAS**, the Borough Council and The Lee Memorial Library wish to memorialize their intentions regarding a renovated facility at 500 West Crescent Avenue.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Borough of Allendale and the LML Trustees hereby certify that permission has been granted to apply for the project entitled the New Jersey Library Construction Bond Act, for a library improvement project totaling approximately \$1,800,000.00; and

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

**DATE: 05/13/2021**

**RESOLUTION# 21-148**

**BE IT FURTHER RESOLVED**, permission is hereby granted for the Lee Memorial Library to make application, pursuant to the New Jersey Library Construction Bond Act, for grant funding from the New Jersey Library Construction Bond Act Fund, in the amount of \$900,000, approximately one-half the total project cost,

**BE IT FURTHER RESOLVED** that the Borough Council of the Borough of Allendale authorizes the Mayor to sign the attached Exhibit A, a letter of intent between the Borough and the Lee Memorial Library.

**BE IT FURTHER RESOLVED**, that in signing this letter of intent, the Council identifies the Friends of the Library as the capital campaign fundraiser for the project described in the letter and asks all other organizations that support the Lee Memorial Library to direct donors interested in supporting the project to the Friends of the Library.

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on May 13, 2021.

---

Michelle Ryan  
Acting Municipal Clerk



Borough of Allendale  
Lee Memorial Library Board of Trustees  
500 West Crescent Avenue  
Allendale, NJ 07401

This Letter of Intent (LOI) reflects the mutual interest and desire of the Borough of Allendale ("Borough") and the Lee Memorial Library ("LML") to realize the renovation of the Borough offices on the Borough-owned parcel located at 500 West Crescent Avenue. Each party acknowledges this LOI is intended to create a good faith effort between the parties, but not a legally binding obligation.

This LOI memorializes an agreement between the Borough and LML to pursue a public project that will allow the LML to expand its operations into the current Borough offices.

- Borough and LML agree that the preliminary concept for the project is defined to be approximately 2, 512 square-foot existing space consisting primarily of several offices, IT/utility closet(s), storage, and parking. The preliminary concept for the project also includes outdoor use, though this use may need to be prioritized relative to budget and the desire to complete renovation of the primary building. The renovation of the building will be designed so that it will be integrated with current library occupancy of the remainder of the building on the site. Defined in this way, the project is consistent with the existing Borough Master Plan.
- It is anticipated by both parties that the LML will integrate and operate the renovated office space as a library, and the completed renovation, through the use of movable furniture and thoughtful design, will also allow the facility to serve as a programming and meeting space.
- The Borough recognizes the LML Trustees and Friends of the Library have shown prudent fiscal management, initiative and leadership in securing \$900,000 for capital improvements and spearheading a fundraising campaign to renovate and expand the current facility.
- The Borough further recognizes the LML as a natural and traditional meeting point for adults and teens and for the children of Allendale to meet parents and caregivers after school; and further fully supports the need for such additional library space owing to current, crowded conditions.
- It is not anticipated that the renovation of the building will have a significant fiscal impact on the Borough other than the possible need to provide bridge funds to the library during construction as the library awaits reimbursement funds from the state.
- LML acknowledges that many of the actions required to fulfill the terms agreed upon herein are subject to receipt of the New Jersey Construction Bond Grant funds and further fundraising efforts. It is mutually understood that this LOI is not contingent on these processes and it is the intent of the Borough for LML to occupy this space regardless of the amount of funds raised at the time the Borough vacates the offices described herein. LML further acknowledges that this agreement does not constitute an irrevocable commitment on the part of either party, until such time as the Library contracts for the renovations.

In mutual understanding, this letter of intent is executed on \_\_\_\_\_

DATE

\_\_\_\_\_  
Mayor Ari Bernstein  
Borough of Allendale

\_\_\_\_\_  
Catherine Shaw, President  
Lee Memorial Library Board of Trustees

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

**DATE: 05/13/2021**

**RESOLUTION# 21-149**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**AUTHORIZATION OF REFUNDS OF TAX OVERPAYMENTS**

**BE IT RESOLVED** by the Council of the Borough of Allendale that the Tax Collector is hereby authorized to issue the following checks on the properties listed below and charge same to Overpayment of 2018 & 2021 Taxes:

<b>Block/Lot/Q</b>	<b>Name</b>	<b>Property Location</b>	<b>Amount</b>
1301/1	Forescene Title Agency	649 Brookside Avenue	\$14,968.45
701/30	Corelogic Centralized Refunds	57 Heather Court	\$6419.79
1201.01/9.02	Corelogic Centralized Refunds	153 MacIntyre Lane	\$168.00

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on May 13, 2021.

\_\_\_\_\_  
Michelle Ryan  
Acting Municipal Clerk

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

**DATE: 05/13/2021**

**RESOLUTION# 21-150**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPROVAL OF MAY 13, 2021 LIST OF BILLS**

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approves the Bill List dated May 13, 2021 in the amounts of:

<b>Bill List Numbers</b>	<b>May 13, 2021</b>
Current Fund	\$1,601,962.72
Payroll Account	\$168,791.13
General Capital	\$112,363.90
Animal Fund	\$0.00
Grant Fund	\$0.00
COAH/Housing Trust	\$96.00
Improvement & Beautification	\$802.49
Unemployment Fund	\$0.00
Trust Fund	\$0.00
Water Operating	\$0.00
Water Capital	\$5,000.00
<b>Total</b>	<b>\$1,889,016.24</b>

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on May 13, 2021.

\_\_\_\_\_  
Michelle Ryan  
Acting Municipal Clerk



# BOROUGH OF ALLENDALE

500 West Crescent Avenue, Allendale, NJ 07401-1792

OFFICE OF TAX COLLECTOR  
OFFICE OF CHIEF FINANCIAL OFFICER

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

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

Certified May 13, 2021

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

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

**DATE: 05/13/2021**

**RESOLUTION# 21-151**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**INTRODUCTION OF 2021 BUDGET**

**BE IT RESOLVED**, that the following statement of revenues and appropriations attached hereto constitute the local Budget of the Borough of Allendale, Bergen County, New Jersey for the year 2021.

**BE IT FURTHER RESOLVED**, that the said budget be published in The Record in the issue of May 19, 2021 and that a hearing on the Budget will be held at the Municipal Building, 500 West Crescent Ave on June 10, 2021 at 8:00 PM or as soon thereafter as the matter may be reached.

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on May 13, 2021.

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Michelle Ryan  
Acting Municipal Clerk