



**BOROUGH OF ALLENDALE
MAYOR AND COUNCIL
MEETING AGENDA MATERIALS
MAY 25, 2023**

WORK SESSION STARTS 7:30 P.M.

**REGULAR SESSION STARTS IMMEDIATELY
AFTER WORK SESSION**

AGENDA
BOROUGH OF ALLENDALE
MAYOR AND COUNCIL
WORK AND REGULAR SESSION – MAY 25, 2023
7:30 P.M.

A Work and Regular Session of the Mayor and Council of the Borough of Allendale will be held in-person on May 25, 2023 beginning at 7:30 pm in the Mayor & Council Chambers at the Allendale Municipal Building, 500 West Crescent Avenue, Allendale, New Jersey 07401.

I. CALL TO ORDER

II. OPEN PUBLIC MEETINGS ACT ANNOUNCEMENT

III. ROLL CALL

IV. SALUTE TO FLAG

V. PRESENTATIONS

- A. Proclamation: LGBTQ+ Pride Month (June 2023) - Jesse M. Velten
- B. Proclamation: National Ovarian Cancer Awareness Month
(September 2023) Proclamation presented to the Allendale
Woman's Club – Lynn Novak, Lisa Katz and Laura DiNoia

VI. APPROVAL OF MINUTES

VII. PUBLIC COMMENT ON AGENDA ITEMS ONLY

Those 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.

VIII. ADMINISTRATION

- A. Agenda Review
- B. Council Reports
- C. Mayor's Report
- D. Staff Reports

IX. 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 23-147:** Authorization For Ribbon Hanging in Recognition of Pride Month–Democratic Committee of Allendale.
- RES 23-148:** Authorization For Municipal Clerk to Sign “Turn the Towns Teal” Participation Letter – Allendale Woman’s Club.
- RES 23-149:** Appointment of Borough Professional -Redevelopment Attorney.
- RES 23-150:** Authorization of 2023 Crestwood Lake Salaries - Supplement Three.
- RES 23-151:** A Resolution Authorizing a Refund of a Donation Error.
- RES 23-152:** Authorize Renewal of ABC Liquor Licenses For 2023-2024.
- RES 23-153:** Authorizing Submission of A 2023 Bergen County Open Space Trust Fund Municipal Park Improvement Grant Application.
- RES 23-154:** Approval of 2023/2024 Contract for Two Class III Special Law Enforcement Officers at Northern Highlands High School.
- RES 23-155:** A Resolution Authorizing the Appointment of Municipal Representatives to The Bergen County Community Development Regional Committee.
- RES 23-156:** A Resolution Authorizing Inclusion in The Bergen County Community Development Program Fiscal Years 2024, 2025 And 2026.
- RES 23-157:** A Resolution Authorizing the Execution of an Agreement with The County of Bergen to Supersede the Cooperative Agreement Dated July 1, 2021, and Amendments Thereto Establishing the Bergen County Community Development Program.
- RES 23-158:** Approval of May 25, 2023 List of Bills.
- RES 23-159:** Approval of Waiver of Fees for 2023 Crestwood Lake Membership.

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. PUBLIC COMMENTS ON ANY MATTER

Those 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 05/25/2023 with all available information as of this date.

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

DATE: 05/25/2023

RESOLUTION# 23-147

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**AUTHORIZATION FOR RIBBON HANGING IN RECOGNITION OF PRIDE MONTH –
DEMOCRATIC COMMITTEE OF ALLENDALE**

BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that the Democratic Committee of Allendale has permission to hang ribbons on the lampposts in the downtown area of Allendale during the month of June in recognition of Pride Month.

BE IT FURTHER RESOLVED that a Certificate of Insurance and Hold Harmless Agreement will be sought from the organization.

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 25, 2023.

Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 05/25/2023

RESOLUTION# 23-148

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**AUTHORIZATION FOR MUNICIPAL CLERK TO SIGN "TURN THE TOWNS TEAL"
PARTICIPATION LETTER – ALLENDALE WOMAN'S CLUB**

BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that the Borough Clerk is hereby authorized to sign the Letter of Participation for the Allendale Woman's Club to participate in the Turn The Towns Teal campaign in support of National Ovarian Cancer Month in September 2023; and

BE IT RESOLVED FURTHER that a Certification of Insurance and Hold Harmless Agreement will be obtained from the Allendale Woman's Club for the event.

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 25, 2023.

Linda Louise Cervino, RMC
Municipal Clerk



Turn The Towns Teal®

A National Awareness Campaign for Ovarian Cancer

Dear Administrator:

Turn The Towns Teal® is a national campaign to create awareness of ovarian cancer, its often subtle symptoms and risk factors. Our ribbons are made in the USA, and our volunteers tie them primarily in town centers and providing stores, churches, health clubs, spas, libraries, etc. with symptom cards and information pertaining to ovarian cancer. We do this in September, which is National Ovarian Cancer Awareness Month. Our volunteers ~ across the USA ~ put the ribbons up on or about September 1st and take them down no later than September 30. This will be our **17th** successful year of raising awareness and saving women's lives. Please do visit our website @ www.turnthetownsteal.org to see our campaign at work.

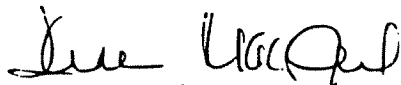
We are pleased and proud of the fact that literally thousands of women, men and children across the USA "Teal" their towns and neighborhoods creating awareness of Ovarian Cancer.

There is **NO** early detection test for ovarian cancer which is why we **NEED** women and men to be aware of the known symptoms and risk factors. If detected in the early stages, the survival rate for ovarian cancer is 90 to 95%, which is why this awareness campaign is so very, very critical.

Thanks to the support of towns & cities like yours, we KNOW for a fact that women's lives ARE being saved through this campaign!

Your signature on the bottom of this letter will indicate your permission for our campaign. **Kindly return the signed letter back to the volunteer whose name and contact information is below.** If you have any questions, please don't hesitate to email us at info@turnthetownsteal.org.

Most sincerely,



Jane MacNeil
President

Linda Louise Cerullo, Municipal Clerk, Borough of Allentown
MAYOR/TOWN OFFICIAL TOWN/STATE NJ

Please return the signed letter to the volunteer listed below. She/he is responsible for the campaign in your town.

Lynn Novak

Lynn.Novak3@gmail.com

VOLUNTEER NAME

EMAIL/ CONTACT #

P.O. Box 65, Brookside, NJ 07926

(973) 543~2523

info@turnthetownsteal.org

www.turnthetownsteal.org

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

DATE: 05/25/2023

RESOLUTION# 23-149

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPOINTMENT OF BOROUGH PROFESSIONAL -
REDEVELOPMENT ATTORNEY**

WHEREAS, the Borough of Allendale requires the service of professionals for the calendar year 2023; and,

WHEREAS, it is contemplated that the temporary and permanent budgets will contain the necessary appropriations estimated to be reasonably required for each such professional service; and,

WHEREAS, the professionals named herein will be required to execute a contract for the services to be rendered which shall set forth the compensation for such services therein; and,

WHEREAS, a Certification of availability of funds has been received from the Chief Financial Officer or that such funds will be encumbered by Purchase Order on an as-needed basis pursuant to the provisions of NJAC 5:30-5.4 et seq; and,

WHEREAS, in any instance where it is anticipated that the expenditure for each such professional service will exceed the sum of \$17,500 for said calendar year, the named professionals have completed, submitted and filed a Business Entity Certification Disclosure which certifies that the above named persons and/or entities have not made any reportable contributions to any political or candidate committee including (Republicans for Responsible Government, Allendale Republican Club, Allendale Democratic Club, Candidates for Allendale Municipal Government, Bergen County Democratic Organization, Bergen County Republican Organization) in the previous one (1) year, and that the contract will prohibit the above named professionals/business entities from making any reportable contributions through the term of the contract.

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

BOROUGH PROFESSIONALS		Not to Exceed
Redevelopment Attorney	Sean McGowan, Esq., Greenbaum, Rowe, Smith & Davis, LLP 75 Livingston Avenue Roseland, New Jersey 07068	\$20,000.00

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

DATE: 05/25/2023

RESOLUTION# 23-149

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

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

BE IT FURTHER RESOLVED that the compensation for the aforesaid positions to be established by the salary ordinance or the contract for such services which shall be executed by each of the professionals named herein; and,

BE IT FURTHER RESOLVED that the aforesaid appointments were made without competitive bidding under the provisions of N.J.S.A. 40A:11-5(1)(a) which excepts from competitive bidding Professional Services rendered by persons authorized by law to practice a recognized profession and whose practice is regulated by law; and,

BE IT FURTHER RESOLVED that the appropriate Borough Officials be and they are hereby authorized to execute contracts with the above professional named herein for the services to be rendered; and,

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

BE IT FURTHER RESOLVED that the contract shall contain a clause of "not to exceed" the total fees without prior written approval of the Governing Body; and

BE IT FURTHER RESOLVED that a copy of this resolution be filed with the Borough Clerk and made available for inspection and that a brief notice of the passage thereof be published in The Record within ten days of the passage as required by law.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on May 25, 2023.

Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 05/25/2023

RESOLUTION# 23-150

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**AUTHORIZATION OF 2023 CRESTWOOD LAKE SALARIES –
SUPPLEMENT THREE**

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 2023 Season as follows:

TITLE	EFFECTIVE DATE	NAME	RATE OF PAY
Director	May 25, 2023	Tom Viscardi	\$20,000.00
Assistant Director	May 25, 2023	Leighton Yates	\$10,650.00
Assistant Director	May 25, 2023	Kevin Hughes	\$10,650.00
Gate	May 25, 2023	Julia Buono	\$14.25 per hour
Gate	May 25, 2023	Abby Chu	\$14.25 per hour
Gate	May 25, 2023	Noah Rybak	\$14.25 per hour
Lifeguard	May 25, 2023	Katherine Pedicano	\$15.00 per hour
Lifeguard	May 25, 2023	Brad Cary	\$15.00 per hour
Lifeguard	May 25, 2023	Jack Krause	\$15.00 per hour
Lifeguard	May 25, 2023	Colin Hascup	\$15.00 per hour

BE IT FURTHER RESOLVED that the date of hire for the above employees is effective as stated above.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on May 25, 2023.

Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 05/25/2023

RESOLUTION# 23-151

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

A RESOLUTION AUTHORIZING A REFUND OF A DONATION ERROR

WHEREAS, Ron Javer, of 451 Windham Court North, Wyckoff, New Jersey 07481 is being sponsored by a Borough of Allendale resident for a 2023 Crestwood Lake membership; and

WHEREAS, when Ron Javer registered and paid for his Crestwood Lake membership in Community Pass online, he selected the donation box in error when submitting payment.

NOW, THEREFORE, BE IT RESOLVED by the Council of Borough of Allendale that said refund be granted to Ron Javer, 451 Windham Court North, Wyckoff, New Jersey 07481, in the amount of \$170.00.

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 25, 2023.

Linda Louise Cervino, RMC
Municipal Clerk



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

Forward this voucher direct to the Borough Officer or Employee ordering this material.

APPROPRIATION	S&W	O&E	TOTAL

To: Ron Javier _____
451 Windham Ct North
Wyckoff, NJ 07481

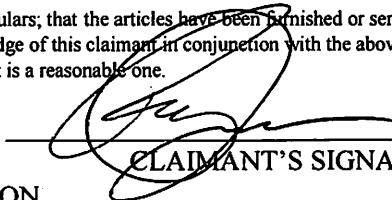
Ordered By: Amanda Richards

ITEMIZE FULLY AND SIGN CLAIMANT'S CERTIFICATION BEFORE PRESENTING FOR PAYMENT.

DATE	ITEM	COST
	Crestwood- Donation instead of Registration	\$170.00
TOTAL:		\$170.00

Claimant's Certification and Declaration

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in conjunction with the above claim; that the amount therein stated is justly due and owing, and that the amount is a reasonable one.


CLAIMANT'S SIGNATURE

OFFICIAL POSITION
(If firm is a vendor) _____

OFFICER'S OR EMPLOYEE CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a Municipal Official or Employee or other reasonable procedures.

SIGNATURE

TITLE OR POSITION

APPROVED

FINANCE COMMITTEE

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

DATE: 05/25/2023

RESOLUTION# 23-152

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

AUTHORIZE RENEWAL OF ABC LIQUOR LICENSES FOR 2023-2024

WHEREAS, all Plenary Retail Consumption, Retail Distribution, Limited Distribution and Club Licenses will expire on June 30, 2023; and,

WHEREAS, the following applicants have complied with the provisions of the Act of the Legislature entitled, "An Act Concerning Alcoholic Beverages", being Chapter 436 of the Laws of 1933, its supplements and amendments, and with the Rules and Regulations issued or to be promulgated by the State Commissioner of Alcoholic Beverage Control applicable.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that the Borough Clerk be and is hereby authorized to issue licenses to expire June 30, 2024, to the following:

PLENARY RETAIL CONSUMPTION LICENSES - \$2,500.00		
<u>LICENSE#</u>	<u>LICENSEE</u>	<u>LICENSED PREMISES</u>
0201-33-001-002	Allendale Bar & Grill, Inc. t/a Allendale Bar & Grill	67 West Allendale Avenue, Allendale, NJ 07401
0201-33-006-007	Savini Restaurant, LLC t/a Savini Restaurant	168 West Crescent Avenue, Allendale, NJ 07401
PLENARY RETAIL DISTRIBUTION LICENSES - \$2,500.00		
0201-44-003-005	Allendale Liquors, Inc t/a Allendale Wine Shoppe	101 West Allendale Avenue Allendale, NJ 07401
0201-44-005-006	Acme Markets, Inc. t/a Acme	45 De Mercurio Drive Allendale, NJ 07401

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 25, 2023.

Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 05/25/2023

RESOLUTION# 23-153

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**AUTHORIZING SUBMISSION OF A 2023 BERGEN COUNTY OPEN SPACE TRUST FUND
MUNICIPAL PARK IMPROVEMENT GRANT APPLICATION**

WHEREAS, the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund ("County Trust Fund"), provides matching grants to municipal governments and to nonprofit organizations for assistance in the development or redevelopment of outdoor municipal recreation facilities; and,

WHEREAS, the Borough of Allendale desires to further the public interest by obtaining a matching grant of approximately \$209,302.50 from the County Trust Fund to fund the improvement of four tennis courts at Crestwood Park; and,

WHEREAS, the Mayor and Council of the Borough of Allendale has reviewed the County Trust Fund Program Statement, and the Trust Fund Municipal Program Park Improvement application and instructions, and desires to make an application for such a matching grant and provide application information and furnish such documents as may be required; and,

WHEREAS, as part of the application process, the Mayor and Council of the Borough of Allendale held the required Public Hearing to receive public comments on the proposed park improvements in the application on May 25, 2023; and,

WHEREAS, the County of Bergen shall determine whether the application is complete and in conformance with the scope and intent of the County Trust Fund; and,

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

DATE: 05/25/2023

RESOLUTION# 23-153

WHEREAS, the applicant is willing to use the County Trust Fund in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the County of Bergen for the above-named project and ensure its completion on or about the project contract expiration date.

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

1. That it is hereby authorized to submit the above completed project application to the County; and,
2. That, in the event of a County Trust Fund award that may be less than the grant amount requested above, the Mayor and Council has, or will secure, the balance of funding necessary to complete the project, or modify the project as necessary; and,
3. That the Mayor and Council is committed to providing a dollar-for-dollar cash match for the project; and,
4. That only those park improvements identified and approved in the project application, its Trust Fund contract, or other documentation will be considered eligible for reimbursement.
5. That the Mayor and Council agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and,
6. That this resolution shall take effect immediately.

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 23, 2023.

Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 05/25/2023

RESOLUTION# 23-154

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPROVAL OF 2023/2024 CONTRACT FOR TWO CLASS III SPECIAL LAW ENFORCEMENT
OFFICERS AT NORTHERN HIGHLANDS HIGH SCHOOL**

WHEREAS, the Mayor and Council of the Borough of Allendale ("Allendale") has determined that it is in the best interests of Allendale, Northern Highlands Regional Board of Education ("Board"), and the community at large, to provide for the appointment of two (2) Class III Special Law Enforcement Officers ("SLEOs") at Northern Highlands Regional High School for the 2023/2024 school year; and

WHEREAS, the Public Safety Committee on behalf of Allendale and representatives on behalf of the Board have agreed upon terms for appointment of two SLEOs for the 2023/2024 school year and wish to memorialize same; and

WHEREAS, Board has advised Allendale that it has sufficient funding to provide for the establishment of such positions in accordance with the written agreement referenced herein, subject to subsequent authorization and appointment by Allendale; and

WHEREAS, Allendale, by adoption of this Resolution, authorizes the approval of said agreement, subject to written agreement and appointment resolution by Board regarding same as well as review and approval by the Borough Attorney.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the Borough of Allendale that it authorizes and approves a contract with the Northern Highlands Regional Board of Education for two (2) Class III Special Law Enforcement Officers at Northern Highlands Regional High School for the 2023/2024 school year, subject to written agreement and appointment resolution by Board regarding same as well as review by the Borough Attorney; and

BE IT FURTHER RESOLVED that the Mayor, the Municipal Clerk, the Chief Financial Officer and the Borough Attorney are authorized to take all appropriate actions so as to implement this Resolution.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on May 25, 2023.

Linda Louise Cervino, RMC
Municipal Clerk

AGREEMENT
CONCERNING THE HIRING AND PLACEMENT OF SPECIAL POLICE OFFICER III IN
NORTHERN HIGHLANDS REGIONAL HIGH SCHOOL

BY AND BETWEEN
THE BOROUGH OF ALLENDALE
AND

NORTHERN HIGHLANDS REGIONAL HIGH SCHOOL DISTRICT

WHEREAS, the State of New Jersey has created a new class of Special Police Officers known as Special Police Officer III (SLEO III) specifically and solely for the purpose of school security as outlined in N.J.S.A. 40A:14-146.10, 40A:14-146.11, 40A:14-146.14, and 40A:14-146.16, and other appropriate provisions of New Jersey law; and

WHEREAS, the Borough of Allendale (the "Borough") and the Northern Highlands Regional School District (the "District") Board of Education (the "Board") agree that having security personnel that are Special Police Officers who are specifically trained for school security is a best practice for the safety and security of the students and staff at Northern Highlands Regional High School; and

WHEREAS, the Borough and the Board agree that school security is of the utmost importance to create a safe learning environment for students.

NOW, THEREFORE, IT IS AGREED by and between the Borough and the District that the Borough, through the Allendale Police Department (the "Police Department"), shall hire, subject to the terms of this Agreement ("Agreement"), and make available two (2) SLEO III to Northern Highlands Regional High School, as specified under the following terms and conditions:

- 1) Rate of pay. The rate of pay paid by the Borough for the SLEO III shall be \$32.00 per hour. Such rate of pay shall be reimbursed by the District to the Borough, along with all other costs, as set forth in Paragraph 3 below.
- 2) Classification of SLEO III. The SLEO III shall be classified as an hourly part-time, "at will" employee of the Borough, who is not entitled to pension, health or other benefits from either the Borough or the District. Such officer shall serve at the pleasure of the Borough, and nothing herein is intended to create any contractual right to employment by a SLEO III. Nothing herein is intended to, nor shall it, create any employment relationship between the District and the SLEO III.

In the event that the Borough is required by law to provide any such benefits, as outlined above, such costs shall be reimbursed by the District to the Borough as set forth under Paragraph 3 below.

3) Reimbursement/Payment requirements.

- a. The District agrees to reimburse the Borough for all costs related to the Borough's hiring, training, outfitting and employment of the SLEO III, which shall include, but is not limited to the following:
 - i. Wages and associated payroll costs for the hours worked by the SLEO III;
 - ii. All costs associated with the hiring and equipping of the SLEO III including uniforms, bulletproof vests, Police Department issued equipment, training hours and any other additional costs associated with the employment, training and outfitting of the SLEO III.
 - iii. All pre-employment and post-employment medical and physiological examination costs.
 - iv. Any mandated police training courses, costs associated with attending the same, costs for in house police training mandated by the Attorney General Guidelines, costs of qualifying ammunition, and the costs of any required classes mandated by the Police Training Commission
- b. The SLEO III assigned to Northern Highlands Regional High School will turn over time cards signed by the school designee to the Allendale Police Department for processing on a bi-monthly basis.
- c. The Borough shall bill the District for wages and associated payroll costs set forth herein on a semiannual basis in July and January. For the School year 2023-2024, the Borough shall waive the right to any reimbursement of administrative oversight fees.
- d. The District shall reimburse the Borough for all other allowable costs set forth herein as incurred and billed to be paid within thirty (30) days of receipt of a completed invoice from the Borough.

- 4) Vetting of officers. The vetting process for the SLEO III hired by the Borough and assigned to Northern Highlands Regional High School will be agreed upon by both the Borough and the District prior to appointment of the SLEO III. The Chief of Police shall confer with the District Superintendent during the hiring process. No special law enforcement officer shall be appointed if he/she is not deemed acceptable by the District Superintendent. The Borough will appoint special law enforcement officers sufficient to perform the duties and responsibilities permitted by and in accordance with law. The SLEO III assigned to Northern Highlands Regional High School shall be under the supervision and direction of the Chief of Police. In the event that the District Superintendent determines that the SLEO III hired by the Borough and assigned to Northern Highlands Regional High School is not performing the duties to the satisfaction of the Superintendent, or engages in misconduct, the Borough, upon written notice from the Superintendent to the Borough, agrees to institute appropriate procedures to effectuate discipline, which can include up to termination of the SLEO III for cause.

- 5) Policies and procedures. The SLEO III shall be subject to the Rules and Regulations of the Police Department. The Police Department will consult with the District Superintendent regarding any additional policies and procedures governing the use of the SLEO III, but the Borough shall maintain, in its sole discretion, the sole authority as to the adoption of such policies.
- 6) Assignment and duties. Assignment and daily duties at Northern Highlands Regional High School will be determined by the District Superintendent or his/her designee in accordance with the established Police Department Policies and Procedures and State Law, and in accordance with the terms of this Agreement. The SLEO III shall only serve during school hours, while school is in session, or such events when the school is occupied by students, subject to any required training days.
- 7) Training. Police training for the SLEO III will be scheduled and administered by the Police Department consistent with current policy. All training shall be conducted in consultation with the District to ensure school security is not compromised.
- 8) Uniforms and equipment. The SLEO III will be armed with Police Department service weapons and shall wear uniforms with SLEO III patches as required by State Law. Use of any department issued service weapon shall only be used in accordance with N.J.S.A. 40A:14-146.14
- 9) Insurance. The Borough will name the District an additional insured on its insurance policy with respect to the performance of the SLEO III's work in the District, and will provide the District with proof of having named the District as an additional insured.
- 10) Term of agreement. This Agreement shall be deemed effective as of the start of the 2023-2024 School Year and shall remain in effect until the end of the 2023-2024 School Year. However, nothing herein shall be deemed to exclude from reimbursement under Paragraph 3 any training days ordered by the Borough's Chief of Police. This Agreement may be revoked prior to its expiration, by either the District or the Borough, upon thirty (30) days' written notice.
- 11) Modifications in Writing. Modifications or the waiver of any provisions of this Agreement shall in no event be effective unless the same shall be in writing and signed by the parties hereto, and then such modification or waiver shall be effective only in the specific instance and for the specific purpose for which given.
- 12) Failure to Exercise Rights. Neither any failure nor any delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege.
- 13) Assignment. There shall be no assignment of this Agreement by any party hereto.
- 14) Captions. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.

- 15) Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 16) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.
- 17) Reservation. Except as otherwise expressly set forth in this Agreement, the Borough and the District reserve all of their respective rights and powers under Federal Law and the laws of the State of New Jersey.
- 18) Entire Agreement. This Agreement and its provisions constitutes the entire understanding and agreement of the parties regarding all matters covered herein, and any prior discussions, representations, understandings and agreements are hereby superseded by this Agreement. The parties agree to be bound hereby and acknowledge that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

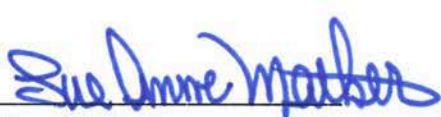
WITNESS

Linda L. Cervino
Borough Clerk

BOROUGH OF ALLENDALE


Amy Wilczynski
Mayor

WITNESS



Sue Anne Mather
Business Administrator

NORTHERN HIGHLANDS REGIONAL
HIGH SCHOOL DISTRICT
BOARD OF EDUCATION



Dr. Scot Beckerman
Superintendent

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

DATE: 05/25/2023

RESOLUTION# 23-155

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**A RESOLUTION AUTHORIZING THE APPOINTMENT OF MUNICIPAL
REPRESENTATIVES TO THE BERGEN COUNTY COMMUNITY DEVELOPMENT
REGIONAL COMMITTEE**

WHEREAS the Municipality of Allendale has entered into a three-year Cooperative Agreement with the County of Bergen as provided under the Interlocal Services Act N.J.S.A. 40A:65-1 et seq. and Title 1 of the Housing and Community Development Act of 1974; and

WHEREAS, said Agreement requires that the Municipal Council appoint a representative and alternate and that the Mayor appoint a representative and alternate for the FY 2023-2024 term starting July 1, 2023, and ending on June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council hereby appoints Ron Kistner as its representative and Mayor Amy Wilczynski as its alternate and that the Mayor hereby appoints Councilman Tyler Yaccarino as his/her representative and Councilman Matthew O'Toole as his/her alternate to serve on the Community Development Regional Committee for FY 2023-2024; and

BE IT FURTHER RESOLVED that an original, certified copy of this resolution be immediately emailed and sent via postage to Robert G. Esposito, Director; Bergen County Division of Community Development; One Bergen County Plaza, Fourth Floor; Hackensack, New Jersey 07601 | resposito@co.bergen.nj.us **as soon as possible and no later than Monday, June 26, 2023.**

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 25, 2023.

Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 05/25/2023

RESOLUTION# 23-156

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**A RESOLUTION AUTHORIZING INCLUSION IN THE
BERGEN COUNTY COMMUNITY DEVELOPMENT PROGRAM
FISCAL YEARS 2024, 2025 AND 2026**

WHEREAS certain Federal funds are potentially available to the County of Bergen under Title I of the Housing and Community Development Act of 1974, as amended; the HOME Investment Partnership Act of 1990, as amended; and the Emergency Solutions Grant of 2012; and

WHEREAS the current Interlocal Services Cooperative Agreement contains an automatic renewal clause to expedite the notification of the inclusion process; and

WHEREAS each Municipality must notify the Bergen County Division of Community Development of its intent to continue as a participant in the Urban County entitlement programs noted above; and

WHEREAS it is in the best interest of the Borough of Allendale and its residents to participate in said Programs.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Allendale hereby notifies the Bergen County Division of Community Development of its decision to be included as a participant Municipality in the Urban County entitlement programs being the Community Development Block Grant Program (CDBG), the HOME Investment Partnership Program (HOME), and the Emergency Solutions Grant Program (ESG) for the **Fiscal Years 2024, 2025, and 2026 covering the period July 1, 2024 – June 30, 2027**; and

BE IT FURTHER RESOLVED that an original copy of this resolution be made available to the Director of the Bergen County Division of Community Development as soon as possible and no later than **MONDAY, JUNE 26, 2023**.

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 25, 2023.

Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 05/25/2023

RESOLUTION# 23-157

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
AGREEMENT WITH THE COUNTY OF BERGEN TO SUPERSEDE THE
COOPERATIVE AGREEMENT DATED JULY 1, 2021, AND AMENDMENTS THERETO
ESTABLISHING THE BERGEN COUNTY COMMUNITY DEVELOPMENT PROGRAM**

WHEREAS certain Federal funds are potentially available to the County of Bergen under Title I of the Housing and Community Development Act of 1974, as amended; the HOME Investment Partnership Act of 1990, as amended; and the Emergency Solutions Grant of 2012; and

WHEREAS it is necessary to supersede an existing Interlocal Services Cooperative Agreement for the County and its people to benefit from these Programs; and

WHEREAS, an Agreement has been proposed under which the Borough of Allendale and the County of Bergen in cooperation with other Municipalities, will modify an Interlocal Services Program pursuant to N.J.S.A. 40A:65-1 et seq.; and

WHEREAS it is in the best interest of the Borough of Allendale to enter into such an Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that the Agreement entitled "Three Year Cooperative Agreement" (an Agreement superseding the Cooperative Agreement dated July 1, 2021 – June 30, 2024) to clarify the planning and implementation procedures and to enable the Municipality to make a Three Year irrevocable commitment to participate in the Community Development Block Grant Program (CDBG), the Home Investment Partnership Program (HOME), and the Emergency Solutions Grant Program (ESG) for the **Fiscal Years 2024, 2025, and 2026 covering the period July 1, 2024 – June 30, 2027**, be executed by the Mayor and Municipal Clerk in accordance with the provisions of law; and

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 05/25/2023

RESOLUTION# 23-157

BE IT FURTHER RESOLVED that this resolution shall take effect immediately in accordance with law and that an original copy be made available to the Director of the Bergen County Division of Community Development as soon as possible and no later than **MONDAY, JUNE 26, 2023**.

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 25, 2023.

DRAFT

Linda Louise Cervino, RMC
Municipal Clerk



**COUNTY OF BERGEN
DIVISION OF COMMUNITY DEVELOPMENT**

One Bergen County Plaza ■ 4th Floor ■ Hackensack, NJ 07601-7076
Phone (201) 336-7201 ■ Fax (201) 336-7248 ■ Email resposito@co.bergen.nj.us

James J. Tedesco III
County Executive

Robert G. Esposito
Director

MEMORANDUM

TO: Bergen County Mayors | Councilpersons | Municipal Administrators/Managers/Clerks

FROM: Robert Esposito, Director | Bergen County Division of Community Development

SUBJECT: Three-Year Cooperative Agreement Renewal for Community Development Block Grant (CDBG) and Other U.S. Housing and Urban Development (HUD) Entitlement Funding Programs

DATE: Monday, May 15, 2023

Overview

The Bergen County Division of Community Development (BCDCD) recently received notification from the U.S. Department of Housing and Urban Development (HUD) that Bergen County has been scheduled to re-qualify as an Urban County entitlement group in order to receive continued funding under the Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and Emergency Solutions Grant (ESG) funding programs for the three-year period beginning July 1, 2024, through June 30, 2027 (Fiscal Years 2024, 2025, and 2026).

For our purposes, this essentially means that the Three-Year Cooperative Agreement that currently exists between all 70 Bergen County municipalities, the County of Bergen, and HUD for the period July 1, 2021, through June 30, 2024 (Fiscal Years 2021, 2022, and 2023) must be renewed.

During the past three years, Bergen County has received an annual average of \$9,317,636 in CDBG, \$3,001,735 in HOME, and \$809,057 in ESG funding for a grand three-year total of \$39,385,284 that has positively impacted the County, our municipalities, and the nonprofit sector in countless ways. In compliance with HUD guidelines, CDBG allocations – as annually determined by the Countywide and six Regional Community Development Committees – have typically funded projects such as road and sidewalk repaving; sewer and neighborhood drainage replacements; handicapped-accessible building/road curb cut improvements; and more at the municipal level in addition to a wide range of building rehabilitation and social service programs for eligible Bergen County nonprofit organizations and county government agencies. HOME program funding has focused on working with project/funding partners to provide special needs, seniors, veterans, and other types of affordable housing and has also provided housing security deposit and emergency rental assistance for eligible Bergen County residents in need. ESG funding has been used for multiple interventions to directly assist the homeless and those at risk of homelessness.

The Cooperative Renewal Process and Deadlines

The Three-Year Cooperative Agreement renewal process includes **two action items for all Bergen County municipalities** with a hard **deadline for completion and receipt of all required documentation no later than Monday, June 26, 2023**.

Action Item ONE

Passage of TWO Resolutions by Each Municipal Governing Body Authorizing both Inclusion In and Execution Of the Renewed Cooperative Agreement

The Cooperative Agreement renewal process requires the governing body of each municipality to adopt **two Resolutions** to re-qualify and remain included in Bergen County's HUD Urban County entitlement program and, as such, continue to be eligible to receive HUD grant funding.

In this regard, two sample Resolutions are attached to this email for your use:

▪ **MUNICIPAL RESOLUTION 1 | INCLUSION**

This first Resolution confirms each municipality's intent to continue as a participant in Bergen County's HUD Urban County entitlement program and remain eligible to receive HUD grant funding; and

▪ **MUNICIPAL RESOLUTION 2 | EXECUTION**

The second Resolution authorizes the execution and signing of the new Three-Year Cooperative Agreement for the period beginning July 1, 2024, through June 30, 2027 (Fiscal Years 2024, 2025, and 2026) by the municipality's Mayor as witnessed by the Municipal Clerk with the **Municipal Seal affixed**.

These two Resolutions are to be completed as soon as possible, but no later than Thursday, June 22, 2023, in order to meet the Monday, June 26, 2023 deadline.

Action Item TWO

The Signing of the Renewed Three-Year Cooperative Agreement by the Mayor of Each Municipality with the Municipal Clerk Notarizing and Affixing the Municipal Seal on the Last Page of the Agreement

The new Three-Year Cooperative Agreement (ten pages in total) covers the new period beginning July 1, 2024, through June 30, 2027 (Fiscal Years 2024, 2025, and 2026) and is also attached to this email.

This second action item should be completed as soon as the two Resolutions have been passed by the municipal governing body and no later than Friday, June 23, 2023, in order to meet the Monday, June 26, 2023 deadline.

To execute the new Three-Year Cooperative Agreement, please:

- Type or write the name of your municipality in the underscored line (_____) in the third paragraph on page one of the new Cooperative Agreement; and
- Have the Mayor sign and Municipal Clerk witness the Agreement at the top of page ten with the Clerk also affixing the **Municipal Seal** as indicated.

The renewed Three-Year Cooperative Agreement must be signed and witnessed as soon as possible after the passage of the two Resolutions, but no later than Friday, June 23, 2023, in order to meet the Monday, June 26, 2023 deadline.

Submission of All Completed Documents to Bergen County Division of Community Development

Bergen County Division of Community Development Director **Rob Esposito** will begin phoning the **Municipal Administrator/Manager/Clerk in each of Bergen County's 70 municipalities this week** to review and answer any questions about the Cooperative Agreement renewal process and ascertain the date for each municipal governing body's consideration to the two resolutions.

Once the date for the adoption of the Resolutions by the municipal governing body and the subsequent signing of the new Cooperative Agreement by the Mayor is known, we will ask each Municipality to provide a due date of when to expect the two certified Resolutions and the signed new Cooperative Agreement.

Both certified Resolutions and the signed new Cooperative Agreement with the Municipal Seal affixed once completed can be emailed to resposito@co.bergen.nj.us on or before the due date as provided by each municipality. Once received, the Resolutions and the Cooperative Agreement will be reviewed by BCD CD staff for compliance. Further, once the Cooperative Agreement document is approved, it will be sent to the County Executive's office for signature. Upon return of the Cooperative Agreement to BCD CD, the final copy with the County Executive's signature will be emailed to each respective municipality.

In accordance with HUD regulations, please be advised that municipalities authorizing inclusion in the Bergen County HUD Urban County entitlement program and execution of the new Cooperative Agreement are not eligible to apply for grants under the HUD Small Cities or New Jersey State CDBG programs. This has been HUD policy for the existing and all past Cooperative Agreements and will continue to be so with the new Cooperative Agreement.

Annual Appointment of Municipal Representatives to Bergen County Community Development Regional Committees: Resolution for FY 2023 (July 1, 2023 – June 30, 2024)

In addition to the two required Resolutions and the new Cooperative Agreement, we are also asking all Bergen County municipalities to **simultaneously** include the Annual Appointment of Municipal Representatives to Bergen County Community Development Regional Committees Resolution on the governing body agenda. Receipt of the Appointments Resolution is required by HUD at the end of our current fiscal year on June 30, 2023, making this an optimal time to complete this process as well. Some municipalities have already submitted their FY 2023 Appointments Resolution and will not be required to resend. The deadline for submission of the completed Annual Appointment of Municipal Representatives to Bergen County Community Development Regional Committees Resolution will be **Monday, June 26, 2023**, the same as for the new Cooperative Agreement to two related Resolutions. **A sample of the Annual Appointments Resolution is the last attachment to this email.**

Questions and Further Information

Please contact Bergen County Division of Community Development Director Rob Esposito at **201-336-7201** (Office), **201-995-7078** (Cell Phone), or resposito@co.bergen.nj.us (Email) at any time should you have questions regarding the new Three-Year Cooperative Agreement, the two related Resolutions, the renewal process, or the Annual Appointment of Municipal Representatives to the Bergen County Community Development Regional Committee Resolution.

We are working within a short, six-week timeframe for the completion of the tasks as outlined; please do not hesitate to ask for help should you have a need.

Thank you very much in advance for your attention and assistance. Onward!

Three Year Cooperative Agreement

An Agreement superseding the Cooperative Agreement dated July 1, 2021 and amendments thereto, for the purpose of inserting a description of activities for the **Forty-Ninth Year (July 1, 2024 - June 30, 2027)** Urban County Community Development Block Grant CDBG Entitlement Program, Home Investment Partnership Act Program HOME, Emergency Solutions Grant ESG and clarifying the planning and implementation procedures for **Program Years 2024, 2025, and 2026** (July 1, 2024 – June 30, 2027).

WHEREAS, in order to meet Federal requirements as administered by the U.S. Department of Housing and Urban Development HUD, there must be a binding agreement in effect; and

WHEREAS the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1 et seq., requires a specific delineation of activities to be included in the Agreement; and

WHEREAS the various new activities have been proposed to be carried out under the **Forty-Ninth Year** Community Development Program.

NOW, THEREFORE, it is mutually agreed that the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., contract dated July 1, 2000, between the **Municipality of** _____, hereinafter the “Municipality” and the County of Bergen be superseded by this "Three Year Cooperative Agreement", and the attachments hereto.

A. Community Development Planning Process

1. Nature and Extent of Planning Procedures

- a. Purpose - The purpose of this Agreement is to establish a legal mechanism through which the county government may apply for, receive, and disburse Federal funds available to eligible urban counties under the Community Development Block Grant Entitlement Program (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) and to take such actions in cooperation with the participating municipalities as may be necessary to participate in the benefits of these programs. Federal funds received by the County shall be for such functions as neighborhood facilities, housing construction and rehabilitation, public facilities, urban renewal, water and sewer facilities, and other such purposes as are authorized by said Acts. Nothing contained in this Agreement shall deprive any municipality or other unit of local government of any powers of zoning or other lawful authority which it presently possesses, nor shall any participant be deprived of any State or Federal aid to which it might be entitled in its own right, except as provided in section A.1.c.(6), below. This Agreement covers the Community Development Block Grant CDBG Entitlement Program, the Home Investment Partnership Act Program HOME, and the Emergency Solutions Grant Program ESG.
- b. Establishment of Committees - There are hereby established six regional Community Development committees, consisting of two or more representatives from each participating municipality, each to be appointed for a one-year period, coinciding with the fiscal year (July 1 to June 30). The governing body and the chief executive of each

Three Year Cooperative Agreement

participating municipality shall make a minimum of one appointment each. Alternates may be appointed in the same manner as set forth above and shall have the same powers in the absence of the designated representatives.

c. **Responsibilities of the Regional Community Development Committees**

- (1) The Community Development Regional Committees shall elect a chairperson and vice-chairperson.
- (2) The Committees shall meet as often as required. Each regional committee shall establish its own rules of procedures and shall make recommendations to the County Executive and Board of County Commissioners through the Division of Community Development.
- (3) The Committees shall study and discuss the community development needs of the County of the respective regions and shall determine the most effective and acceptable utilization of Community Development Block Grant Funds available to the region. They shall recommend to the County Executive and Board of County Commissioners an application for participation in Federal funding, including an allocation formula, and towards that end they shall jointly, in the manner herein prescribed, be authorized to develop a Consolidated Plan for the County and such other documents and certifications of compliance as are required by the Federal Government for participation by the County in the Community Development Block Grant Program CDBG. Funds applied for shall be those available for "Urban Counties" under the Community Development Block Grant CDBG Entitlement Program.
- (4) The Community Development Regional Committees shall develop, in full consultation with the Division of Community Development and all affected agencies of the local governments involved, priorities for the actual utilization of such funds as are made available from the Federal Government under this Title. The Committees shall recommend for each project or activity to be carried out with these funds a specific means of accomplishment. This may be for the County to carry out the project or function, for a municipality to receive the monies to carry it out, or for some other combination of local or State agencies. The implementation shall be established before the submittal of the application to HUD, and any relevant documents that become part of this Agreement and should be submitted to HUD with it. Such implementation mechanism shall be established by means of a separate contract between the County government and the municipality or agency implementing the designated project pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq.
- (5) Every municipality participating in the Committees may request participation in the expenditure of the Federal funds, comment on the overall needs of the County which may be served through these funds, or otherwise take part in the proceedings of the Community Development Committees through its Community Development representatives. No project may be undertaken, or

Three Year Cooperative Agreement

services provided in any municipality without the prior approval of the governing body of the municipality, which approval shall be established in accordance with the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq., in addition to such other approvals as may be required by law.

- (6) By executing this agreement the municipality understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program; and may not participate in the HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation and may receive a formula allocation under the ESG program only through the urban county program.

d. Establishment of Countywide Committees

There is hereby established a Countywide Committee consisting of the Chairpersons of the six Regional Community Development Committees and five other at-large members appointed by the County Executive for terms that coincide with the time period of this Agreement (July 1, 2024 – June 30, 2027). The role of the Countywide Committee is to recommend an allocation formula to the Board of County Commissioners and to also recommend funding for multi-regional and countywide projects. These recommendations shall be submitted to the Board of County Commissioners. The creation of the Countywide Committee in no way diminishes or changes the authority of the County or the Regional Community Development Committees. The Community Development Director and other appropriate County staff shall discuss all Countywide and multi-regional projects with the Countywide Committee both before specific funding levels are authorized by the County and at all important stages of implementation. No member of the Countywide Committee shall be able to vote on any matter that affects any applicant on whose board they serve.

2. Standards of Performance

Every Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq., established pursuant to this Agreement shall contain standards of performance as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq., and by the Housing and Community Development Act of 1974 and the HOME Investment Partnership Act of 1990. Bi-annually, a report shall be prepared for the Regional and Countywide Committees and the municipalities by the Division of Community Development, which reports on all Community Development projects, their status, and expenditures.

3. Estimated Cost and Allocation

The amount of Federal funds involved shall be the amount applied for by the Board of County Commissioners pursuant to the recommendation of the Community Development Committees, subject to any modifications made by HUD. Any Federal funds received by letter of credit or otherwise shall be placed in a County Trust Fund established and

Three Year Cooperative Agreement

maintained pursuant to regulations promulgated by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs. These funds shall be in a separate bank account subject to the control of the County government, which shall be the designated recipient of the funds provided by the Federal Act. Upon authorization by the County, and in compliance with State law and promulgated regulations, funds may be expended from this Trust Fund by the County or by payment to the particular municipality pursuant to a specific contract. Neither the Community Development Committees, the County government, nor any participating local government may expend or commit funds except as may be authorized pursuant to this Agreement and in full compliance with State and Federal laws and regulations. No participant under this contract may in any way be obligated to expend funds of its own except as may be mutually agreed in a lawful manner.

4. Duration of Contract

This Agreement remains in effect until the Community Development Block Grant CDBG Entitlement Program, the Home Investment Partnership Program HOME funds, Emergency Solutions Grant ESG and program income received with respect to the Urban County qualification period (**2024, 2025, and 2026**) are expended and the funded activities completed. The County and participating municipalities may not terminate or withdraw from the Agreement while the Agreement remains in effect.

- a) However, this contract may be terminated if the County fails to qualify as an Urban County, or if the County does not receive a grant in any year of the three-year period. The contract may also be terminated by the U.S. Department of Housing and Urban Development HUD. Be it further understood, that at the end of the current qualification period, this Agreement will automatically be renewed for participation on successive three-year periods, unless the County or participating municipality provides written notice it elects not to participate in a new qualification period. In this case, a copy of the notice must be sent to the HUD Regional Field Office, by the date specified in the Urban County qualification notice. The County will notify each participating municipality in writing of its right to make such an election by the date specified in HUD's urban county qualification notice for the next qualification period. Additionally, the County will notify all participating municipalities of any amendments as cited in the HUD Urban County Qualifications Notice for that period, or subsequent periods that must be included in the existing cooperation agreement. Any amendments will be submitted to HUD as provided in the qualification notice. Failure by the County or Municipalities to adopt an amendment and/or resubmit such amendments to HUD will void the automatic renewal of the said cooperative agreement for the new qualification period.

Three Year Cooperative Agreement

5. Designation of General Agent

The Director of the Division of Community Development is hereby designated as the administrative agent of the County of Bergen for purposes of compliance with statutory and regulatory responsibilities. He/she shall be accountable to the County Executive. The County Executive, with the concurrence of the Board of County Commissioners, shall designate a Director of the Division of Community Development. The Director and his/her staff shall, within the resources available, provide technical and administrative support to the Community Development Committees, and shall provide liaison between the committees and the Board of County Commissioners.

B. Qualifications as Urban County

In addition to such assurances and Agreements as may have been made by previously executed ordinances in order to meet the criteria for funding eligibility as an "Urban County", the municipality and the County agree to cooperate to undertake or assist in the undertaking, community renewal and lower income housing assistance activities, specifically urban renewal, and publicly assisted housing. This Agreement shall be effective only when sufficient municipalities have signed the contract so that a population of 200,000 is represented, and when all other Federal eligibility criteria for designation as an "Urban County" under the Act have been satisfied. In the event that sufficient municipalities to meet these criteria should not sign this Agreement within the time period set forth by the United States Department of Housing and Urban Development HUD, the County Executive shall so notify all signators and the Agreement shall thereupon be null and void. In order to comply with Federal requirements, the County government, through the Board of County Commissioners, shall be the applicant for Community Development funds. The County has the final responsibility for selecting Community Development Block Grant CDBG, Home Investment Program HOME, Emergency Solutions Grant ESG activities and annually filing Consolidated Plan with HUD, in accordance with the procedures established under Section A.1.c(3) of this Agreement.

C. Agreement as to Specific Activities (Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq.)

1. Activities

- a. The municipality and the County shall take all actions necessary to assure compliance with the urban county's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the National Environmental Policy Act of 1969, the Uniform Relocation Act, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, affirmatively furthering fair housing, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act FMC.
- b. of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), and other applicable laws. Pursuant to 24 CFR 570.501(b), a municipality is subject to the same requirements applicable to

Three Year Cooperative Agreement

subrecipients, including the requirement of a written Agreement as described in 24 CFR 570.503. The Grantee or a unit of general local government that directly or indirectly receives Community Development Block Grant CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives Community Development Block Grant CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

- c. The Municipality agrees to comply with all Federal, State, County, and Municipal laws, rules, and regulations generally applicable to the activities engaged in during the performance of the agreement.
- d. Urban county funding will be prohibited for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with its fair housing certification.
- e. The municipality has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and a policy of enforcing applicable State and Local Laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within jurisdictions.
- f. Pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to sub recipients, including the requirements of a written agreement set forth in 24 CFR 570.503.
- g. The municipality agrees to inform the County of any income generated by the expenditure of Community Development Block Grant CDBG funds received by them; that any program income must be paid to the County; that any program income the municipality is authorized by the County to retain may only be used for eligible activities in accordance with all Community Development Block Grant CDBG requirements as they may apply; and that any program income generated from the disposition or transfer of property prior to or subsequent to the closeout change of status or termination of this Agreement be returned to the County. The County has the responsibility for monitoring and reporting to HUD on the use of any program income, thereby requiring appropriate record-keeping and reporting by the municipality. In the event of any closeout or change in status of a municipality, any program income that is on hand or received subsequent to the closeout or change in status shall be paid to the County.
- h. The municipality agrees to notify the County of any change in the use of real property acquired with Community Development Block Grant CDBG funds from that planned at the time of acquisition or improvement including disposition and that the municipality will reimburse the County in an amount equal to the current fair market

Three Year Cooperative Agreement

value (less any portion thereof attributable to expenditure on non-Community Development Block Grant CDBG funds) of property acquired or improved with Community Development Block Grant CDBG funds, that is sold or transferred for a use which does not qualify under the Community Development Block Grant CDBG regulations.

- i. No unit of local government may sell, trade, or otherwise transfer all or a portion of such funds to a metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal consideration but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

2. County Responsibility

The municipality agrees that the County, as the applicant, takes full responsibility and assumes all obligations of an applicant under the Housing and Community Development Act of 1974, the HOME Investment Partnership Act of 1990, and the Emergency Solutions Grant of 2012. This responsibility will also extend to parts of the planning and management process, for the execution of the community development plan, including the analysis of needs, the setting of objectives, the development of the Consolidated Plan, and all assurances or certifications of compliance with federal and state requirements necessary under federal and state laws. The responsibility of the County shall apply to all community development projects whether or not the County or the locality carries out directly an activity or activities included in the application. The municipality agrees that the County has the authority to carry out activities that will be funded by the annual Community Development Block Grant CDBG, Home Investment Partnership Program HOME, and Emergency Solutions Grant Program ESG, from the **Federal Fiscal Years 2024, 2025, and 2025** appropriations and from any program income generated from the expenditure of such funds.

3. Costs

- a. Cost of Activities The costs of the community development activities and the total cost of all activities shall be as approved pursuant to Section A.1.c.(3) and d, and in the application submitted to HUD, subject to approval and funding by HUD, and to any modification in the total grant award or cost of activities required by HUD.

- b. Municipal Designation to Carry Out Activities

The activities to be completed under the Community Development Program will be carried out by the County with the participation of the Committees as set forth in Section A.1.c(3) and d. except those being carried out directly by participating municipalities.

- c. Payment Payments for the conduct of activities to be carried out by individual municipalities will be made to the municipality on the basis of vouchers and resolutions submitted by the approving authority of the municipality. The final 10% of the

Three Year Cooperative Agreement

activity cost will be made upon certification by the municipality and verification by the County that the activity has been completed in a satisfactory manner according to paragraph C.4. below of this agreement, and applicable Federal and State requirements.

4. Standards of Performance

Activities to be carried out under the Housing and Community Development Act, the HOME Investment Partnership Act of 1990, and the Emergency Solutions Grant of 2012 this Agreement shall be performed in accordance with Federal, State, and local laws and regulations. In carrying out the activities, the County will be responsible for contact with other local, State, and Federal agencies to prevent duplication of effort, and to foster coordination of related activities. Activities to be carried out by individual municipalities shall adhere to County design and construction standards and shall be based on work proposals and budget outlines submitted to the County for review. The Director of the Division of Community Development or other County staff members, as may be necessary, shall grant approval prior to the commencement of any work involved in carrying out the activity. The County along with the Director of the Division of Community Development will establish a staff responsible for managing the program.

5. Time Period

In accordance with HUD regulations, activities included in the application shall be completed or substantially underway during the program year, which shall be one year from the date of notification of the grant awarded by HUD. Work on the activities to be carried out directly by municipalities shall commence only upon the release of funds by HUD and conformance to local finance board regulations and only upon notification by the County that the municipality is authorized to initiate the project. Work on these activities should begin as soon as possible following the issuance of this notice to the municipalities and should be completed in a timely manner. If a project is not started or implemented in a timely manner as set forth above, after due notice and warnings are given to the municipality in question, the regional Community Development Committee and the Board of County Commissioners reserve the right to reallocate these funds.

6. Availability of Records for Audit

Required records of the progress of activities carried out by the County and by individual municipalities will be maintained according to the HOME Investment Partnership Act of 1990 and accompanying regulation; FMC 74-7 the New Jersey Division of Local Finance, and other applicable requirements. All records shall be kept in a manner prescribed by these regulations and shall be available for audit by the proper authorities. Records of activities carried out by the County shall be maintained by the Director of the Division of Community Development of the County or his/her designated subordinate, and records of activities carried out by individual municipalities shall be maintained by the municipal clerk of the municipality carrying out the activity.

Three Year Cooperative Agreement

D. Signators

This Agreement shall be executed in similarly worded counterparts, each of which shall be signed by the County Executive and the chief executive of an individual municipality, (the chief executive of a municipality is the mayor except in council-manager governments, in which case, the chief executive is the manager) after authorization by the Board of Chosen Freeholders and the governing body of the municipality, to execute this Agreement. Each such signatory agrees to cooperate with all other signators and be found as if all had signed the same Agreement.

E. Modification and Amendment

1. Modification of Costs and/or Activities

In the event that any modifications of the cost of an activity or any activity itself shall become necessary or are requested by the County or a municipality participating in or carrying out an activity, the County may increase or decrease the cost of an activity or modify the activity, subject to all necessary HUD and municipal approvals, provided that the total funding does not exceed the total grant award. Municipal requests for cost or activity modifications must be by a resolution of the governing body and shall also require the passage of a resolution by the Board of County Commissioners. County requests for cost or activity modifications of a municipal project shall be made in writing by the County Executive subject to approvals by resolutions of the governing bodies of the municipality or municipalities involved.

2. Addition or Deletion of Projects

Projects may be added or deleted by the County with such HUD approvals as are required and the approval of the municipality or municipalities involved. Said approvals shall be by resolution of the municipality or municipalities and the County and shall be subject to paragraphs C.4. and C.4., above. Projects will not be added or deleted without appropriate review by the respective Committee(s).

F. Severability

In the event that any portion of this agreement shall be made inoperative by reason of judicial or administrative ruling, the remainder shall continue in effect.

G. Supersession

This Agreement shall supplement any previous agreements on this subject and shall replace and supersede any previously agreed upon provisions only to the extent of conflict of purpose.

H. Opinion of County Counsel

Pursuant to the requirements of the HUD regulations, this Three Year Cooperative Agreement **(July 1, 2024 – June 30, 2027)** was reviewed by the County's Counsel for compliance therewith and it is the opinion of County Counsel that the terms and provisions of the Agreement are fully authorized under state and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community renewal and lower-income housing assistance activities.

Three Year Cooperative Agreement

County Executive

Mayor

(Seal)

Clerk (Seal)

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

DATE: 05/25/2023

RESOLUTION# 23-158

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

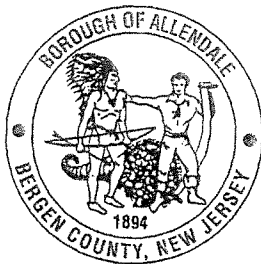
APPROVAL OF MAY 25, 2023 LIST OF BILLS

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 25, 2023 in the amounts of:

Bill List Numbers	MAY 25, 2023
Current Fund	\$ 2,059,496.36
Payroll Account	213,025.85
General Capital	42,303.07
Animal Fund	
Grant Fund	
COAH/Housing Trust	
Improvement & Beautification	
Unemployment Fund	
Trust Fund	12,935.40
Water Operating	5,325.18
Water Capital	
Total	\$ 2,333,085.86

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 25, 2023.

Linda Louise Cervino, RMC
Municipal Clerk



THE BOROUGH OF ALLENDALE

N E W J E R S E Y

500 WEST CRESCENT AVENUE, ALLENDALE, NJ 07401

WWW.ALLENDALENJ.GOV

OFFICE OF TAX COLLECTOR
OFFICE OF CHIEF FINANCIAL OFFICER

201-818-4400 EXT 205

I, Alison Altano, 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 5/22/2023

Alison Altano

Alison Altano
Chief Financial Officer

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

DATE: 05/25/2023

RESOLUTION# 23-159

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPROVAL OF WAIVER OF FEES FOR
2023 CRESTWOOD LAKE MEMBERSHIP**

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 waives the fee for a Family Membership at Crestwood Lake for the 2023 Season to the following family for financial hardship reasons:

1. Crestwood Membership Account Number: 2375032
Family Resident Rate: \$345.00
Discount: \$345.00

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 25, 2023.

Linda Louise Cervino, RMC
Municipal Clerk