

# MAYOR AND COUNCIL MEETING AGENDA & MATERIALS THURSDAY, SEPTEMBER 21, 2023 7:30 P.M.

### AGENDA

### BOROUGH OF ALLENDALE

### MAYOR AND COUNCIL

### COMBINED WORK AND REGULAR SESSION

### **SEPTEMBER 21, 2023**

7:30 P.M.

A combined Work and Regular Session of the Mayor and Council of the Borough of Allendale will be held inperson on September 21, 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. SWEARING IN OF POLICE OFFICERS
  - A. RES 23-209/Authorize to promote to Sergeant Daniel Rosendahl (1) Oath of Office to Sergeant Daniel Rosendahl
  - B. RES 23-210/Authorize to promote to Sergeant Kevin Azevedo (1) Oath of Office to Sergeant Kevin Azevedo
  - C. <u>RES 23-211</u>/Authorize to promote to Sergeant Jamie Hillgardner (1) Oath of Office to Sergeant Jamie Hillgardner
  - D. RES 23-212/Authorize to promote to Sergeant Alexander Helmer
    (1) Oath of Office to Sergeant Alexander Helmer

### VI. PRESENTATIONS

- **A.** Proclamation: Recognizing the Month of September as Hunger Action Month
- VII. APPROVAL OF MINUTES September 7, 2023 Combined Work & Regular Session.

### VIII. 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 23-213: APPROVAL OF PAYMENT NO. 4 AND FINAL FOR NJ MA-20 & MA-21 WEST ALLENDALE STREETSCAPE PROJECT PHASE III & IV A.A. BERMS LLC, PO BOX 180, BELLEVILLE, NEW JERSEY 07109.
- RES 23-214: APPROVAL OF WAIVER OF 2023 RED BARN APPLICATION FEES ALLENDALE/SADDLE RIVER ROTARY.

- RES 23-215: AUTHORIZATION OF REFUNDS PER LEASE AGREEMENTS BLOCK 1604, LOT 17 (5 HILLSIDE AVENUE) & BLOCK 1001, LOT 1 (4 HILLSIDE AVENUE).
- RES 23-216: A RESOLUTION AUTHORIZING AND APPROVING EMPLOYMENT AGREEMENT BETWEEN THE BOROUGH OF ALLENDALE AND MICHAEL T. DILLON TO SERVE AS CHIEF OF POLICE.
- RES 23-217: APPROVAL OF SEPTEMBER 21, 2023 LIST OF BILLS.
- RES 23-218: RESOLUTION AUTHORIZING THE DISPOSAL OF TURNOUT GEAR.
- RES 23-219: AUTHORIZATION TO ADVERTISE BID SPECIFICATIONS FOR 2024 SNOW PLOWING AND SALTING OF ALL MUNICIPAL AND SPECIFIED PRIVATE ROADS, PUBLIC AREAS IN THE BOROUGH OF ALLENDALE, AND ALL COUNTY ROADS WITHIN THE BOROUGH.
- RES 23-220: AWARD NATIONAL AUTO FLEET GROUP, SOURCEWELL CONTRACT #091521-NAF, FOR THE PURCHASE OF A 2024 FORD MAVERICK (W8A) XL FWD SUPERCREW FOR THE DEPARTMENT OF PUBLIC WORKS.
- RES 23-221: A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO A POST CLOSING ESCROW AGREEMENT.

### IX. 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.

### X. ADMINISTRATION

- A. Council Reports
- B. Mayor's Report
- C. Staff Reports
- XI. UNFINISHED BUSINESS
- XII. NEW BUSINESS

### XIII. 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.

### XIV. ADJOURNMENT

This agenda was prepared as of 09/21/2023 with all available information as of this date. Additional items may be added to this agenda. Final action may be taken on all matters listed or added to this agenda.

DATE: 09/21/2023

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan							
Lovisolo							☐ Carried
O'Connell							☐ Defeated
O'Toole							☐ Tabled
Yaccarino							☐ Approved on Consent
Daloisio							Agenda
Mayor							
Wilczynski							
of Allendale for WHER  BE IT State of New Jo Department efflongevity; and  BE IT	REAS, Dani RESOLVE ersey that it ffective Sep	el Rosenda  D by the C does herebotember 21	ing pro hl was Governi y appo , 2023	hired ing Bo int Da at at	as an Allendody of the Buniel Rosendon annual sa	dale Police of Alahl as a Ser lary of \$14	Officer on July 16, 2012; and Allendale, County of Bergen, geant of the Allendale Police 47,668.00, plus two percent
are hereby autl							
I hereby certif Borough of Al	•		- '		Resolution		the Governing Body of the
							Linda Louise Cervino, RMC Municipal Clerk

DATE: 09/21/2023

Municipal Clerk

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan							
Lovisolo							☐ Carried
O'Connell							☐ Defeated
O'Toole							□ Tabled
Yaccarino							☐ Approved on Consent
Daloisio							Agenda
Mayor							
Wilczynski							
A RESOLUTION PROMOTING PATROL OFFICER KEVIN AZEVEDO TO THE POSITION OF SERGEANT IN THE BOROUGH OF ALLENDALE POLICE DEPARTMENT  WHEREAS, a promotional process was conducted in accordance with the Code of the Borough of Allendale for eligible officers seeking promotion to said position; and  WHEREAS, Kevin Azevedo was hired as an Allendale Police Officer on January 18, 2013; and  BE IT RESOLVED by the Governing Body of the Borough of Allendale, County of Bergen, State of New Jersey that it does hereby appoint Kevin Azevedo as a Sergeant of the Allendale Police Department effective September 21, 2023 at an annual salary of \$147,668.00, plus two percent longevity; and  BE IT FURTHER RESOLVED that the Acting Municipal Clerk, CFO and Borough Attorney are hereby authorized to take such action as to implement this Resolution.  I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 21, 2023.							
							Linda Louise Cervino, RMC

DATE: 09/21/2023

Municipal Clerk

Council	Motion	Second	Yes	No	Abstain	Absent		
Homan								
Lovisolo							☐ Carried	
O'Connell							☐ Defeated	
O'Toole							□ Tabled	
Yaccarino							☐ Approved on Consent	
Daloisio							Agenda	
Mayor								
Wilczynski								
A RESOLUTION PROMOTING PATROL OFFICER JAMIE HILLGARDNER TO THE POSITION OF SERGEANT IN THE BOROUGH OF ALLENDALE POLICE DEPARTMENT								
WHER of Allendale fo	, <b>.</b>						with the Code of the Borough	
where and	<b>REAS,</b> Jami	e Hillgardn	er was	hired	as an Allen	dale Police	Officer on January 18, 2013;	
State of New Jo	ersey that it	does hereb	y appo	int Jar	nie Hillgard	lner as a Ser	Allendale, County of Bergen, geant of the Allendale Police 47,668.00 plus two percent	
<b>BE IT FURTHER RESOLVED</b> that the Acting Municipal Clerk, CFO and Borough Attorney are hereby authorized to take such action as to implement this Resolution.								
I hereby certif Borough of Al	•			•	Resolution	adopted by	the Governing Body of the	
							Linda Louise Cervino, RMC	

DATE: 09/21/2023

Municipal Clerk

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan							
Lovisolo							☐ Carried
O'Connell							☐ Defeated
O'Toole							□ Tabled
Yaccarino							☐ Approved on Consent
Daloisio							Agenda
Mayor							
Wilczynski							
A RESOLUTION PROMOTING PATROL OFFICER ALEXANDER HELMER TO THE POSITION OF SERGEANT IN THE BOROUGH OF ALLENDALE POLICE DEPARTMENT  WHEREAS, a promotional process was conducted in accordance with the Code of the Borough of Allendale for eligible officers seeking promotion to said position; and  WHEREAS, Alexander Helmer was hired as an Allendale Police Officer on July 22, 2016; and BE IT RESOLVED by the Governing Body of the Borough of Allendale, County of Bergen, State of New Jersey that it does hereby appoint Alexander Helmer as a Sergeant of the Allendale Police Department effective September 21, 2023 at an annual salary of \$147,668.00; and  BE IT FURTHER RESOLVED that the Acting Municipal Clerk, CFO and Borough Attorney are hereby authorized to take such action as to implement this Resolution.  I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 21, 2023.							
							Linda Louise Cervino, RMC

DATE: 09/21/2023

RESOLUTION# 23-213

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan							
Lovisolo							☐ Carried
O'Connell							□ Defeated
O'Toole							□ Tabled
Yaccarino							☐ Approved on Consent
Daloisio							Agenda
Mayor							
Wilczynski							

APPROVAL OF PAYMENT NO. 4 AND FINAL FOR NJ MA-20 & MA-21 WEST ALLENDALE STREETSCAPE PROJECT PHASE III & IV - A.A. BERMS LLC, PO BOX 180, BELLEVILLE, NEW JERSEY 07109

BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, Bergen County, New Jersey that the contract for the NJ MA-20 & MA-21 West Allendale Streetscape Project - Phase III & IV is currently in construction by A.A. Berms LLC, PO Box 180, Belleville, New Jersey 07109 in accordance with the Plans and Specifications, as directed by the Project Engineer. The said construction is hereby accepted for Payment No. 4 & Final in the amount of Thirty-Four Thousand Nine Hundred Seventy-Six dollars and Eighty Cents (\$34,976.80) is hereby approved.

This Resolution to 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 <u>September 21, 2023</u>.

DATE: 09/21/2023

RESOLUTION# 23-214

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan							
Lovisolo							☐ Carried
O'Connell							□ Defeated
O'Toole							□ Tabled
Yaccarino							☐ Approved on Consent
Daloisio							Agenda
Mayor							
Wilczynski							
	1		l				

# APPROVAL OF WAIVER OF 2023 RED BARN APPLICATION FEES – ALLENDALE/SADDLE RIVER ROTARY

**WHEREAS**, the Borough of Allendale, from time to time, permits use of public facilities, including Red Barn, for certain activities by Allendale non-profit organizations; and

**WHEREAS**, the Borough of Allendale recognizes the significant contributions that these organizations make to the community at large; and

**WHEREAS**, the Borough wishes to waive the application fees associated with the use of Red Barn for the Allendale/Saddle River Rotary for the year 2023.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body that it does hereby agree to waive the 2023 Red Barn application fees for the following

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>September 21, 2023</u>.

DATE: 09/21/2023

### RESOLUTION# 23-215

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan							
Lovisolo							☐ Carried
O'Connell							☐ Defeated
O'Toole							□ Tabled
Yaccarino							☐ Approved on Consent
Daloisio							Agenda
Mayor							
Wilczynski							

### AUTHORIZATION OF REFUNDS PER LEASE AGREEMENTS BLOCK 1604, LOT 17 (5 HILLSIDE AVENUE) & BLOCK 1001, LOT 1 (4 HILLSIDE AVENUE)

**BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale that the Chief Financial Officer is hereby authorized to issue the following checks in connection with the Lease Agreements pertaining to Intersection Improvements of Hillside and West Crescent Avenue as follows:

Block 1604, Lot 17, Merchant, John and Teresa	\$658.60
Block 1001, Lot 1, Thompson, James H. and Frances	\$634.41

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>September 21, 2023</u>.

Linda Loui	se Cervino,	RMC
	Municipal	Clerk

DATE: 09/21/2023

RESOLUTION# 23-216

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan							
Lovisolo							☐ Carried
O'Connell							☐ Defeated
O'Toole							□ Tabled
Yaccarino							☐ Approved on Consent
Daloisio							Agenda
Mayor							
Wilczynski							

# A RESOLUTION AUTHORIZING AND APPROVING EMPLOYMENT AGREEMENT BETWEEN THE BOROUGH OF ALLENDALE AND MICHAEL T. DILLON TO SERVE AS CHIEF OF POLICE

**WHEREAS,** Michael T. Dillon was appointed by the Borough of Allendale to serve as its Chief of Police effective January 1, 2022 via Resolution 22-09; and

**WHEREAS**, it was determined that it was in the best interests of both parties to memorialize the terms of the employment relationship in a written agreement; and

WHEREAS, the Borough and Chief Dillon negotiated and agreed to the terms of an employment agreement effective January 1, 2024 through December 31, 2028; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale that it does hereby authorize and approve the employment agreement negotiated between Chief Dillon and the Borough, which contract shall be in effective from January 1, 2024 through and including December 31, 2028; and

**BE IT FURTHER RESOLVED** that the Mayor is authorized and requested to sign the employment agreement on behalf of the Borough.

**BE IT FURTHER RESOLVED** that the Clerk forward a certified true copy of this resolution to Police Chief Dillon.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the
Borough of Allendale on September 21, 2023.

Linda Louise Cervino, RMC Municipal Clerk

# EMPLOYMENT AGREEMENT BETWEEN THE BOROUGH OF ALLENDALE

### AND

CHIEF OF POLICE MICHAEL T. DILLON

# ARTICLE I RECOGNITION

THIS AGREEMENT, entered into on this \_\_\_\_\_\_ day of \_\_\_\_\_\_,2023, by and between the Borough of Allendale, in the County of Bergen, New Jersey (hereinafter referred to as the "Borough"), and Chief of Police Michael T. Dillon (hereinafter referred to as the "Chief of Police"), hereby establishes the following terms and conditions of employment for the position of Chief of Police. This agreement represents the complete and final understanding on all bargaining issues between the Borough and the Chief of Police. This agreement is made in consideration of the many years of valuable service of Chief of Police Michael T. Dillon to the Borough of Allendale.

# ARTICLE II MANAGEMENT RIGHTS

The Borough hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement including those by the laws and Constitution of the State of New Jersey and of the United States, and except those limited by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

### ARTICLE III

### RESPONSIBILITIES OF THE CHIEF OF POLICE

Pursuant to state law, the Ordinances of the Borough and the regulations and policies established by the Borough of Allendale, the responsibilities of the appointed Chief of Police shall include the responsibility to:

a) Conduct and manage the day-to-day operations of the Police Department;

- b) Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;
- c) Have, exercise, and discharge the functions, powers and duties of the police force;
- d) Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision;
- e) Prescribe the duties and assignments of all subordinates and other personnel;
- f) Report at least monthly to the Borough, or by any such other forms as the Borough shall require, as to the operation of the police force during the preceding month; and
- g) For all other duties assigned to him by the Mayor or Borough Council.

# ARTICLE IV WORKWEEK

The Chief of Police shall spend sufficient time at his job as determined by the Appropriate Authority to ensure the smooth and responsible operations of the police department over which he has supervisory control. The Chief of Police shall be required to work a minimum 40 hours per week. The Chief of Police has the ability to modify his daily hours based on the needs of the department and/or borough.

### ARTICLE V SICK LEAVE

- 1. Sick leave is hereby defined to mean an absence from the post of duty by the Chief of Police, while in good standing, due to illness, accident, injury, disability, exposure to contagious disease, or the necessity to attend to and care for a ill member of his immediate family.
- 2. The Chief of Police shall be entitled to ten (10) sick days per year, based on an 8-hour work day, or 80 hours of sick time annually. The Mayor and Council shall have the right, in individual cases, to grant additional sick leave days, paid or unpaid, in case of extended or serious illness. Sick leave is to be used only for its intended purpose only, unless otherwise agreed to between the Borough and the Chief of Police.
- 3. The term "immediate family" for the purpose of this Article shall include those individuals as defined by the New Jersey Paid Sick Leave Law.
- 4. Nothing herein shall limit sick leave in accordance with the "New Jersey Paid Sick Leave Law".
- 5. Leave under this article shall have no real value and shall not be paid out to the Chief of Police.

### ARTICLE VI INJURY LEAVE

- 1. In the event the Chief of Police becomes disabled by reason of work-related injury or illness and is unable to perform his duties, the Borough shall continue the Chief at full pay during the continuance of the Chief's inability to work, for up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Borough.
- 2. When injured while working, whether slight or severe, the Chief of Police must make an immediate report, if practicable, but in no event later than forty eight (48) hours. Failure to report

any injury may result in the failure of the Chief of Police to receive compensation under this Article.

- 3. The Chief of Police shall be required to present evidence, by way of a certificate or report of a physician designated by the Borough, that he is unable to work, and the Borough may reasonably require the Chief of Police to present such a certificate or report from time to time.
- 4. If the Borough does not accept the certificate or report of the physician designated by the Borough, the Borough shall have the right, at its own cost, to require the Chief of Police to obtain a physical examination and certification of fitness by a physician appointed by the Borough.
- 5. In the event the Borough's physician certifies the Chief of Police fit to return to active duty, injury leave benefits granted under this Article shall be terminated. However, if the Chief of Police disputes the determination of the Borough physician, then and in that event, the burden shall be upon the Chief to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation. The final decision of the last reviewing court shall be binding upon the parties.

### ARTICLE VII FUNERAL LEAVE

- 1. In the event of death in the Chief of Police's immediate family (herein defined as either a spouse, parent, step-parent, grandparent, sibling, child, foster child, step-child, grandchild, parent-in-law, daughter-in-law or son-in-law) or any other relatives residing in the Chief of Police's home, the Chief of Police shall be granted time off, without loss of pay, not to exceed three (3) days. The Chief of Police will be granted special funeral leave, without loss of pay, for a period of one (1) day due to the death of any other relative or individual not specified above.
- 2. Such funeral leave shall not be charged against the Employee's vacation or sick leave.

3. Reasonable verification of the event may be required by the Borough.

# ARTICLE VIII <u>VACATIONS</u>

- 1. The Chief of Police shall be entitled to twenty-five (25) vacation days annually based on an 8-hour work day, or 200 hours of vacation time annually.
- 2. The Chief of Police shall be entitled to schedule his vacation time as the Chief of Police sees fit, provided that the Chief of Police shall not schedule his vacation time during any time period where events shall require the presence of the Chief of Police, which would disrupt the operations of the department or cause overtime.
- 3. Unused vacation days may be carried into the next year, unless otherwise mutually agreed upon by the Chief of Police and the Appropriate Authority, but must be used in such subsequent year.

# ARTICLE IX HOLIDAY TIME

The Chief of Police shall be entitled to twelve (12) holidays off per calendar year during the term of this contract based on an 8-hour work day, or 96 hours of holiday time annually, which shall accrue monthly. The holidays off may be taken on the actual holiday or at another time at the discretion of the Chief of Police, subject to the limitations in Article VIII. Unused holidays may be carried into the next year, but must be used in such subsequent year.

# ARTICLEX PERSONAL DAYS

The Chief of Police shall be entitled two (2) personal leave days per year subject to the limitations in Article VIII based on an 8-hour work day, or 16 hours of personal time annually Unused personal days may be carried into the next year, but must be used in such subsequent year.

### **ARTICLE XII**

### INSURANCE, HEALTH AND WELFARE

- 1. The Borough shall maintain medical, dental, prescription, and life insurance coverage for the benefit of the Chief of Police and his family (herein defined as a spouse or dependent) upon such terms as are set forth in the Collective Bargaining Agreement between the Borough of Allendale and Policemen's Benevolent Association Local 217.'. The Borough shall have the right to change insurance coverage so long as it is substantially similar to, or improved upon, the benefits currently provided. Insurance coverage provided to the Chief of Police by the Borough shall continue upon the Chiefs' retirement, as set forth below.
- 2. Upon retirement, the Chief of Police shall be entitled to family medical, dental and prescription insurance coverage until he reaches age 65, at which time Medicare/Medicaid shall become primary coverage and the Borough's coverage shall be secondary.
- 3. The Chief of Police shall contribute towards the costs of medical insurance coverage during his employment and in retirement the amount required by Chapter 78 and all other laws of New Jersey.
- 4. The Borough shall supply the Chief of Police with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and of the United States. The Borough shall similarly be responsible for indemnification and counsel in connection with all claims, for actions filed subsequent to the expiration of this agreement, which arise out and are within the scope of his employment with the Borough.
- 5. The Borough shall provide the Chief of Police with a life insurance policy in the amount of ten thousand dollars (\$10,000.00).

### **ARTICLE XIII**

### **CLOTHING MAINTENANCE ALLOWANCE**

- 1. The Borough shall replace any clothing or personal items damaged or destroyed in the line of duty, or reimburse the Chief of Police for the cost of replacing such items, provided reasonable replacement costs are mutually agreed to between the Borough and the Chief of Police.
- 2. It shall be left to the professional discretion of the Chief of Police as to when he should wear formal or informal uniform or plain clothes.
- 3. The Chief of Police shall be entitled to a uniform allowance of one thousand dollars (\$1,000) annually for repair and replacement of uniforms and professional attire. Clothing allowance purchases shall be through purchase order.

# ARTICLE XIV POLICE VEHICLE

- 1. The Borough agrees to supply the Chief of Police with an unmarked automobile to be used for police work. The vehicle must be a full-sized, four-door vehicle and shall be equipped with such equipment as is needed for police work.
- 2. The Chief of Police shall be permitted to use the car for his limited personal use, not to exceed a two-hour (2) response range from the borough. There shall be no limit on the use of the automobile for police work or anything associated with police work or emergency related duties, other than required by law or Rules and Regulations of the Department, such as attending meetings, school outings, trips, conferences, and any other traveling needed to carry out the duties of the Chief of Police or any other appointed borough position.
- 3. The Borough shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs, except when the vehicle is used for the Chief of Police's personal use, at which time the Chief of Police shall be responsible for the cost of gasoline.
- 4. The automobile shall not be used by anyone other than the Chief of Police, except that the

Chief of Police may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

5. The Chief of Police shall be permitted to have passengers in his vehicle at his discretion.

### ARTICLE XV SALARY

- 1. Effective January 1, 2024 the Chief of Police shall receive a base salary of \$175,000 per year.
- 2. Effective January 1, 2025 the Chief of Police shall receive a base salary of \$179,375 per year.
- 3. Effective January 1, 2026 the Chief of Police shall receive a base salary of \$183,859 per year.
- 4. Effective January 1, 2027 the Chief of Police shall receive a base salary of \$188,856 per year.
- 5. Effective January 1, 2028 the Chief of Police shall receive a base salary of \$193,167 per year.

# ARTICLE XVI LONGEVITY

The Chief of Police shall receive longevity payments as follows each year on the anniversary of his hiring date:

2024: 8% of base salary

2025: 10% of base salary

2026: 10% of base salary

2027: 10% of base salary

2028: 10% of base salary

### ARTICLE XVII PENSION

The Borough shall continue to provide pensions and retirement benefits in the New Jersey Police and Fire Retirement System to the Chief of Police pursuant to the provisions of the Laws of the State of New Jersey. Such pension payments are to be based on the base annual salary of the Chief of Police plus longevity and all other forms of compensation.

# ARTICLE XVII EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES

1. Upon agreement with and approved by the Appropriate Authority, the Chief of Police shall be permitted to attend and be compensated for, at his regular salary, any school, seminar, meeting, conference, training or retraining session conducted or sponsored by the International

Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, the Bergen County Police Chiefs' Association, the New Jersey State Police, the Federal Bureau of Investigation, the Federal Bureau of Investigations National Academy Association or any other educational program of a

management, supervisory, or emergency management nature. In no event shall the Borough be required to pay or reimburse the Chief of Police for expenses of any class, course, school, or educational program unrelated to police activities.

- 2. The Borough agrees to grant time off, including travel time, and pay all associated and reasonable expenses for the Chief of Police to attend the annual New Jersey State Association of Chiefs of Police Conference, the Federal Bureau of Investigations National Academy Association's Conference and the annual International Association of Chiefs of Police Conference. If the Chief of Police attends a conference at Borough expense, the Chief of Police shall provide the Borough with proof of expenses for attending such conference, by way of receipts or vouchers. The expenditures for all the above named training events shall not exceed fifteen (\$1500.00) hundred dollars per annum.
- 3. The Borough also agrees to pay for the Chief of Police's dues for membership in the Bergen County
  Police Chiefs' Association, the New Jersey State Association of Chiefs of Police, the FBI National
  Academy Association and the International Association of Chiefs of Police.
- 4. The Borough agrees to grant time off while attending any meeting of the above-named associations.

# ARTICLE XVIII MISCELLANEOUS PROVISIONS

To the extent that the Borough enters into an employment and/or a collective bargaining agreement with any police or superior officer during the life of this contract which provides for a greater benefit than that set forth herein (e.g., higher clothing maintenance allowance, vacation time, etc.), the Borough agrees to re-open negotiations for this limited purpose.

# ARTICLE XIX SEVERABILITY AND SAVINGS

If any provision of this agreement, or any application of this agreement, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

# ARTICLE XX FULLY BARGAINED PROVISION

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

# ARTICLE XXII CELLULAR PHONE

The Borough shall provide the Chief of Police with a Borough issued cellular phone or provide for reimbursement in connection with the use of a cellular phone for department business.

### ARTICLE XXIV TERM AND RENEWAL

**THIS AGREEMENT** shall be in full force and effect as of January 1, 2024 and shall remain in effect to, and including, December 31, 2028. Upon the expiration of this agreement all the benefits, terms and conditions of this agreement shall remain in force until such time a successor agreement is agreed to by the Chief of Police and the Borough, unless terminated upon thirty (30) days written notice.

IN WITNESS WHEREOF, the parties here	to have set their hands and seals on the date
specified below:	
CHIEF OF POLICE BOROUGH OF ALLENDALE	ON BEHALF OF THE BOROUGH OF ALLENDALE
DOROUGH OF ALLENDALE	BOROUGH OF ALLERDALE
MICHAEL T. DILLON	AMY WILCZYNSKI, MAYOR
CLERK OF THE BOROUGH OF ALLENDALE	

**DATED:** \_\_\_\_\_\_\_

DATE: 09/21/2023

### RESOLUTION# 23-217

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan							☐ Carried
Lovisolo							☐ Defeated
O'Connell							□ Tabled
O'Toole							$\square$ Approved on Consent
Yaccarino							Agenda
Daloisio							8
Mayor							
Wilczynski							

### APPROVAL OF SEPTEMBER 21, 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 September 21, 2023 in the amounts of:

Bill List Numbers	SEPT	EMBER 21, 2023
Current Fund	\$	1,655,810.53
Payroll Account		185,324.09
General Capital		39,753.30
Animal Fund		12.60
Grant Fund		
COAH/Housing Trust		
Improvement & Beautification		
Unemployment Fund		
Trust Fund		1,502.00
Water Operating		3,053.00
Water Capital		
Total	\$	1,885,455.52

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>September 21, 2023</u>.

Linda Louise Cervino, RMC Municipal Clerk



# THE BOROUGH OF ALLENDALE

### NEW JERSEY

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 9/15/23

Alison Altano

Chief Financial Officer

## **BILL LIST For SEPTEMBER 21, 2023**

PAYROLL ACCOUNT	<del></del>	• · · · · · · · · · · · · · · · · · · ·	\$ 185,324.09
Borough of Allendale Payroll Fund, Bank Transfer 9/7/2023			\$ 185,324.09
Salaries and Wages	\$	173,141.44	
FICA	\$	12,182.65	
TOTAL			\$ 185,324.09

P.O. Type: All Format: Condensed	Pr	rint Alpha, Revenue, & G/L Ad	ccounts: Y	ole-likinenna-meneka-meneka-politikan	Open: N Vo	
Range: 2-First Rcvd Batch Id Range: First Vendors: All		3-Last		Bid: \	/ State: Y Othe	
	: No	Subtotal CAFR: Yes	Subtotal Departme	nt: Yes		
Budget Account Vendor	Description	P.O. Id P.O. Description		Amount	Void Amount	РО Туре
Department: ADMINISTRATION	V					
3-01-20-100-036 A0385 AMAZON CAPITAL	Supplies SERVICES	23-01388 Supplies		137.83	0.00	
3-01-20-100-042 00061 OPTIMUM 00061 OPTIMUM	Dues/Membershi	ps/Subscriptions 23-01398 CABLE CRESTWOOD/BG 23-01459 CABLE - PD 9/8-10,		315.42 120.29 435.71	0.00 0.00	
	Equipment Purc UNDING LLC		LEASE	123.00	0.00	
CO496 CARAHSOFT TECHN		echnology 23-01341 23-01411 20 HOURS FOR PROJE	ECT WORK	3,846.27 2,599.80 6,446.07	0.00 0.00	
3-01-20-100-063 B0349 BRUNO ASSOCIATE	Miscellaneous ES, INC.	23-01465 GRANT WRITING SVCS	S SEPT 2023	2,250.00	0.00	
Depar	rtment Total: AD	MINISTRATION		9,392.61		
Department: MAYOR & COUNCI	[L					
3-01-20-110-061 Y0020 YACCARINO, TYLE 00060 O'TOOLE, MATTHE		chnology 23-01404 REIMBURSE ZOOM SUE 23-01406 REIMBURSE TECH EQU		839.90 1,500.00 2,339.90	0.00 0.00	
Depar	tment Total: MA	YOR & COUNCIL		2,339.90		
Department: MUNICIPAL CLER	RK					
3-01-20-120-021 N0025 NORTH JERSEY ME	Advertising DIA GROUP	23-01327 ADVERTISING AUGUST	г 2023	431.64	0.00	
Depar	tment Total: MU	NICIPAL CLERK		431.64		
Department: FINANCE						
3-01-20-130-036 A0385 AMAZON CAPITAL W0228 WITTMAACK, GINA		23-01461 SUPPLIES FOR CFO 23-01466 Mileage & Supples		53.50 40.50 94.00	0.00 0.00	

Budget Account Description Vendor	P.O. Id P.O. Description	Amount	Void Amount	PO Type
3-01-20-130-044 Training T0248 TCTA of Bergen County	23-01462 TCTA 3RD QTR MEETING	45.00	0.00	
3-01-20-130-045 Mileage W0228 WITTMAACK, GINA	23-01466 Mileage & Supples	55.02	0.00	
3-01-20-130-098 Payroll Charles 10092 INFINISOURCE, INC.	urges 23-01392 BI-WEEKLY PAYROLL 9/8/23	558.29	0.00	
Department Total:	FINANCE	752.31		
Department: TAX ASSESSMENT				
3-01-20-150-109 Re-assessme A0361 ASSOCIATED APPRAISAL GROUP	ent INC 23-01407 2024 REASSESSMENT - Invoice 8	3,200.00	0.00	
Department Total:	TAX ASSESSMENT	3,200.00		
Department: LEGAL SERVICES				
3-01-20-155-063 Miscellaned H1074 HUNTINGTON BAILEY LLP	OUS 23-01458 TAX APPEAL ATTY JULY 2023	1,878.13	0.00	
3-01-20-155-181 Labor Attor W0170 WISS & BOUREGY, P.C.	rney 23-01410 PROFESSIONAL SVCS AUG 2023	337.50	0.00	
Department Total:	LEGAL SERVICES	2,215.63		
Department: ENGINEERING				
3-01-20-165-027 Professiona V0087 VAN CLEEF ENGINEERING ASSOC	ol Services 23-01412 ENGINEERING INVOICES JULY 2023	6,060.50	0.00	
Department Total: CAFR Total:		6,060.50 24,392.59		
Department: LAND USE BOARD				
3-01-21-180-021 Advertising NO025 NORTH JERSEY MEDIA GROUP	23-01327 ADVERTISING AUGUST 2023	16.28	0.00	
3-01-21-180-027 Professiona V0087 VAN CLEEF ENGINEERING ASSOC	ol Services 23-01412 ENGINEERING INVOICES JULY 2023	139.00	0.00	
Department Total: CAFR Total:		155.28 155.28		

Budget Account Des Vendor	cription P.O. Id P.O. Description	Amount	Void Amount	PO Type
Department: CONSTRUCTION CODE	BUILDING DEPT.			
3-01-22-195-063 Mis U0037 URBAN AUTO SPA II	cellaneous 23-01390 CAR WASH - BUILD DEPT	17.95	0.00	
	t Total: CONSTRUCTION CODE/BUILDING DEPT. R Total:	17.95 17.95		
Department: WORKERS' COMPENSAT	TON			
	KERS' COMPENSATION RVICES INC 23-01408 2nd QTR 2023 DOT TESTING	119.00	0.00	
Departmer	t Total: WORKERS' COMPENSATION	119.00		
Department: GROUP INSURANCE				
G0276 GENTE	23-01389 DELTA DENTAL COBRA AUG 2023 JERSEY INC 23-01467 DENTAL BILLS OCTOBER 2023	50.00 3,037.38 3,087.38	0.00 0.00	
	t Total: GROUP INSURANCE R Total:	3,087.38 3,206.38		
Department: POLICE				
3-01-25-240-036 Sup S0075 STAPLES ADVANTAGE A0385 AMAZON CAPITAL SERV	23-01417 Envelopes, folders, binder CICES 23-01448 Upholstery cleaner	73.06 12.99 86.05	0.00 0.00	
3-01-25-240-043 Clo A0385 AMAZON CAPITAL SERV A0385 AMAZON CAPITAL SERV			0.00 0.00	
3-01-25-240-052 Equ V0090 VERIZON A0230 ATLANTIC BUSINESS F C0016 CERTIFIED SPEEDOMET A0378 AUTO POLISHING CENT	ER 23-01438 Vehicle Speedometer Calibrate	149.00 67.31 d 275.00 300.00 791.31	0.00 0.00 0.00 0.00	
	ipment Purchases Y, LLC 23-01299 APD Shoulder & Collar patches	750.00	0.00	
3-01-25-240-102 Veh P0190 P & A AUTO PARTS	icle Repairs 23-01427 Parts for 203 and 217 Repairs	486.62	0.00	

				***************************************	
Budget Account Vendor	Description	P.O. Id P.O. Description	Amount	Void Amount	PO Type
3-01-25-240-121 F0146 FedEx	Purchase of Po	lice Car 23-01356 Overnight Vehicle Payment	8.74	0.00	
Dej	oartment Total: PO	LICE	2,203.50		
Department: EMERGENCY MO	GMT SERVICES				
3-01-25-252-030 N0009 VERIZON	9-1-1 Services	23-01418 Acct. 357-035-097-0001-73	40.78	0.00	
3-01-25-252-037 Y0020 YACCARINO, TY	Communication /LER	Equipment 23-01404 REIMBURSE ZOOM SUBSCRIPTION	149.90	0.00	
Dep	partment Total: EM	ERGENCY MGMT SERVICES	190.68		
Department: FIRE					
3-01-25-255-036 H0130 HOME DEPOT CR	Supplies REDIT SERVICES	23-01360 Batteries for AFD Equipment	32.61	0.00	
3-01-25-255-053 A0385 AMAZON CAPITA	Equipment Main AL SERVICES	tainence 23-01421 Tools for SCBA Maintenance	109.36	0.00	
Dep	partment Total: FI	RE	141.97		
Department: FIRE OFFICIA	AL				
3-01-25-265-042 B0049 BERGEN COUNTY		ions/Memberships 23-01347 Annual Dinner Meeting	160.00	0.00	
Dep	partment Total: FI CAFR Total:	RE OFFICIAL	160.00 2,696.15		
Department: STREETS & RO	DADS				
H0130 HOME DEPOT COURTS COURTS CEDAR HILL NOUS CEDAR HILL NOUS NATIONAL LAWN A0075 AQUARIUS IRRICA & S0381 SITEONE LANDS	CO INC E, INC. N EQUIPMENT SALES IGATION SUPPLY INC SONS, INC. SCAPE SUPPLY, LLC	23-01212 07/31/2023 DPW Streets&Parks 23-01365 08/22/23 Cleaning Supplies DPW 23-01422 DPW Street & Roads-Supplies 23-01424 23-01425 DPW-Supplies 23-01428 DPW-Supplies 23-01432 09/01/23 DPW- Street & Roads 23-01436 8/25/23 DPW- STREETS & ROADS 23-01445 DPW- STREETS/PARKS/REPAIR	718.38 617.21 85.00 716.56 64.47 172.98 154.90 6,412.00 90.68 9,032.18	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	
·	partment Total: ST	REETS & ROADS	9,032.18		
Department: SHADE TREE					
3-01-26-300-151 S0320 SAVATREE	Removals	23-01124 Savatree-General Tree Care	2,667.00	0.00	

Budget Account Vendor	Description	P.O. Id P.O. Description	Amount	Void Amount	РО Туре
3-01-26-300-151 S0320 SAVAT	Removals REE	Continued 23-01179 7-17 thru 7-25-23 Tree Care	2,772.00 5,439.00	0.00	
	Department Total: S	HADE TREE	5,439.00		
Department: MUNI	CIPAL RECYCLING				
3-01-26-306-029 R0254 ROCKL	Scavenger AND COUNTY SOLID WASTE	23-01443 8/28/23 RECYCLING DISPOSAL	513.36	0.00	
	Department Total: M	UNICIPAL RECYCLING	513.36		
Department: BUIL	DINGS & GROUNDS				
3-01-26-310-029 G0176 GUYS	Custodial Ser MAINTENANCE SERVICE	vices 23-01440	2,650.00	0.00	
H0014 HOME B0291 BECKE	HARDWARE, INC. T SERVICES LLC	23-01365 08/22/23 Cleaning Supplies DPW 23-01425 DPW-Supplies 23-01433 DPW- SPRINKLER REPAIR 23-01442 8/24/23 Water Cooler Installed _	79.14 258.00	0.00 0.00 0.00 0.00	
H0018 HORIZ T0205 TRUGR T0243 TULPE	Miscellaneous RED SECURITY ALL CONCEPTS ON TERMITE & PEST EEN LP HOCKEN SPRING WATER LLC ON TERMITE & PEST	23-01391 CONFIDENTIAL SHREDDING 8/22/23 23-01403 MARK OUTS AUGUST 2023 23-01416 23-01429 7/31/23 Turf Program 23-01452 WATER DELIVERIES- AUGUST 2023 23-01453 MONTHLY SERVICE -AUGUST 2023	45.00 660.66 488.01 543.00 324.45 138.01 2,199.13	0.00 0.00 0.00 0.00 0.00 0.00	
3-01-26-310-166	Landscape Sup				
R0182 ROHSL	ER'S ALLENDALE NURSERY  Department Total: B  CAFR Total:	23-01444 7/27/23 FLOWER-HANGING BASKETS UILDINGS & GROUNDS	77.96 7,123.95 22,108.49	0.00	
Department: BOAR	O OF HEALTH				
3-01-27-330-027 N0244 NW BE	Professionals RGEN REGIONAL HEALTH COM	M 23-01397 REGISTRAR SVCS OCT 2023	612.00	0.00	
	Department Total: B	OARD OF HEALTH	612.00		

Budget Acco Vendor	Dunt Description	P.O. Id P.O. Description	Amount	Void Amount	РО Туре
Department:	: ANIMAL CONTROL				
3-01-27-340 T0153		23-01401 ANIMAL CONTROL SVCS AUG 2023	800.00	0.00	
	Department Total: AI CAFR Total:	IIMAL CONTROL	800.00 1,412.00		
Department:	: PARKS				
K0163 P0195 H0014 H0014	LAKE MANAGEMENT SCIENCES INC KENVIL POWER EQUIPMENT INC PIONEER MANUFACTURING CO., INC HOME HARDWARE, INC. HOME HARDWARE, INC.	23-01176 7/19/23 Treatment Crestwood lk 23-01212 07/31/2023 DPW Streets&Parks 23-01415 08/24/23 PARKS-FIELD PAINT 23-01425 DPW-Supplies 23-01441 08/29/23 DPW-Supplies 23-01445 DPW- STREETS/PARKS/REPAIR	472.50 718.37 2,084.62 43.12 80.02 328.49 3,727.12	0.00 0.00 0.00 0.00 0.00 0.00	
	O-063 Miscellaneous TRUGREEN LP SAVATREE	23-01429 7/31/23 Turf Program 23-01447 General & Commercial Tree Care	1,018.00 5,696.00 6,714.00	0.00 0.00	
3-01-28-370 \$0320	0-166 Landscape Supp SAVATREE	olies 23-01124 Savatree-General Tree Care	1,571.00	0.00	
	Department Total: PA	ARKS	12,012.12		
Department:	: CRESTWOOD				
в0347 a0237	LAKE MANAGEMENT SCIENCES INC BUCKMAN'S INC.	23-01176 7/19/23 Treatment Crestwood lk 23-01420 Crestwood Lake- Chemicals 23-01446 Crestwood - Chemical/Testing	472.50 8,985.60 1,070.00 1,775.00 12,303.10	0.00 0.00 0.00 0.00	
F0011 H0014	L-036 Supplies HOME HARDWARE, INC. FELDMAN BROTHERS HOME HARDWARE, INC. BUCKMAN'S INC.	23-01405 KEYS FOR BAND SHELL 23-01423 Crestwood- Electrical 23-01425 DPW-Supplies 23-01434 CRESTWOOD LAKE- CHEMICALS	5.40 631.68 14.39 2,131.50 2,782.97	0.00 0.00 0.00 0.00	
	Department Total: CAFR Total:	RESTWOOD	15,086.07 27,098.19		
Department:	ELECTRICITY				
3-01-31-430 R0027	)-076 EMS ROCKLAND ELECTRIC COMPANY	23-01455 CURRENT ELECT BILLS	137.10	0.00	

Budget Account Vendor	Description	P.O. Id P.O. Description	Amount	Void Amount	PO Type
3-01-31-430-077 R0027 ROCKLAND EL	Crestwood Lak ECTRIC COMPANY	e 23-01455 CURRENT ELECT BILLS	2,429.61	0.00	
3-01-31-430-078 R0027 ROCKLAND EL	Buildings & G ECTRIC COMPANY	rounds 23-01455 CURRENT ELECT BILLS	5,238.06	0.00	
D	epartment Total: E	LECTRICITY	7,804.77		
Department: STREET LIG	HTING				
3-01-31-435-000 R0027 ROCKLAND EL	STREET LIGHTI ECTRIC COMPANY	NG 23-01455 CURRENT ELECT BILLS	10,741.45	0.00	
De	epartment Total: S	TREET LIGHTING	10,741.45		
Department: TELEPHONES					
TO219 T-MOBILE US	A, INC.	23-01396 PHONES BORO/LIBRARY 9/1-9/30 23-01399 DPW CELL PHONE 7/21-8/20/23 IN 23-01413 LONG DISTANCE CHRGS 9/8-10/7 23-01414 FIOS INTERNET BORO	2,776.58 29.06 87.24 149.00 3,041.88	0.00 0.00 0.00 0.00	
De	epartment Total: т	ELEPHONES	3,041.88		
Department: GASOLINE					
3-01-31-460-080 R0165 RACHLES/MICE	Gasoline HELE'S OIL CO.	23-01464 GAS/DIESEL DELIVERY 9/6/23	329.04	0.00	
3-01-31-460-081 R0165 RACHLES/MICE	Diesel HELE'S OIL CO.	23-01464 GAS/DIESEL DELIVERY 9/6/23	2,496.04	0.00	
Di	epartment Total: G CAFR Total:	ASOLINE	2,825.08 24,413.18		
Department: LOCAL SCHOO	OL TAX PAYABLE				
3-01-55-604-000 A0021 ALLENDALE BO	LOCAL SCHOOL DARD OF EDUCATION	TAX PAYABLE 23-01395 Sept 2023 GF Tax Levy/Debt Ser	1,545,799.00	0.00	
Di	epartment Total: L CAFR Total: Fund Total: Year Total:	OCAL SCHOOL TAX PAYABLE	1,545,799.00 1,545,799.00 1,651,299.21 1,651,299.21		
Department: ORDINANCE	20-08				
C-04-55-930-101 A0382 AA BERMS LLG		ge/Sidewalks/Curbs 23-01456 STREETSCAPE PROJECT PHASE 3&4	3,705.13	0.00	С

Budget Account Vendor	Description	P.O. Id P.O. Description	Amount	Void Amount	DO Tuno
VEHUOI		P.O. 10 P.O. Descripcion	Amount	VOTU AMOUNT	PO Type
C-04-55-930-251 A0382 AA BERMS LLC	Paving/Street	scape 23-01456 STREETSCAPE PROJECT PHASE 3&4	2,507.41	0.00	С
Depa	rtment Total: O	RDINANCE 20-08	6,212.54		
Department: ORDINANCE 20-	21 (ADDITION TO	17-02)			
C-04-55-931-101 w0170 wISS & BOUREGY	Miscellaneous , P.C.	Soft Costs 23-01410 PROFESSIONAL SVCS AUG 2023	4,612.50	0.00	
Depa	rtment Total: O	RDINANCE 20-21 (ADDITION TO 17-02)	4,612.50		
Department: ORDINANCE 21-	11				
C-04-55-932-101 A0382 AA BERMS LLC	Paving/Street	scape 23-01456 STREETSCAPE PROJECT PHASE 3&4	28,764.26	0.00	С
Depa	rtment Total: O	RDINANCE 21-11	28,764.26		
Department: ORDINANCE22-0	7				
C-04-55-933-401 H0050 HIGHWAY TRAFFIO	Computer Serv	er 23-01419 Installation Supplies	164.00	0.00	
Depa	rtment Total: O CAFR Total: Fund Total: Year Total:	RDINANCE22-07	164.00 39,753.30 39,753.30 39,753.30		
CAFR: DOG FUND EXPE					
D-12-55-870-001 N0167 NEW JERSEY DEP	Due to State T OF HEALTH		12.60	0.00	
Depa		ON BUDGET EXPENDITURES OG FUND EXPENDITURES	12.60 12.60 12.60 12.60		

September 15, 2023 09:35 AM

### Borough of Allendale Bill List By Budget Account

Page No: 9

Revenue Account Vendor	Description	P.O. Id P.O. Descrip	tion	Amount	Void Amount	РО Туре
3-01-16-695-000 H1084 THE HAMPSH	OTHER MISCEL	LANEOUS MRNA 23-01457 PILOT OVERPA	YMENT REFUND	4,511.32	0.00	
	Revenue Total:			4,511.32		
Total Charged Lines:	180 Total List	Amount: 1,695,576.43	Total Void Amount:	0.00		

### Borough of Allendale Bill List By Budget Account

Page No: 10

Totals by Year-Fund Fund Description		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
:	3-01	1,651,299.21	0.00	1,651,299.21	4,511.32	0.00	1,655,810.53
(	C-04	39,753.30	0.00	39,753.30	0.00	0.00	39,753.30
]	D-12	12.60	0.00	12.60	0.00	0.00	12.60
Total Of All Fu	unds:	1,691,065.11	0.00	1,691,065.11	4,511.32	0.00	1,695,576.43

## Borough of Allendale Bill List By Project Id

P.O. Type: All
Range: First to Last
Format: Detail without Line Item Notes

Vendors: All

Rcvd Batch Id Range: First to Last

Paid: N Void: N Open: N

Rcvd: Y Bid: Y

Held: Y Aprv: N State: Y Other: Y Exempt: Y

Project Id PO # It	Description em Vendor	Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date
20w00DLAND 23-01412	SOIL MOVEMENT ESCROW 9 V0087 VAN CLEEF ENGINEERING ASSOC	Engineering Invoice July 2023	139.00	R	09/11/23	09/14/23	
	Account Total:		139.00				
220-230wCR 23-01412	LUB - 220-230 W CRESCENT 5 V0087 VAN CLEEF ENGINEERING ASSOC	Engineering Inv July 2023	139.00	R	09/11/23	09/14/23	
	Account Total:		139.00				
25wORCHARD 23-01412	SOIL MOVEMENT ESCROW 8 V0087 VAN CLEEF ENGINEERING ASSOC	Engineering Invoice July 2023	69.50	R	09/11/23	09/14/23	
	Account Total:		69.50				
37CARTER 23-01412	SOIL MOVEMNT SPORTS COURT 2023 7 V0087 VAN CLEEF ENGINEERING ASSOC	Engineering Invoice July 2023	208.50	R	09/11/23	09/14/23	
	Account Total:		208.50				
41ELMWOOD 23-01412	LAND USE BOARD ESCROW 6 V0087 VAN CLEEF ENGINEERING ASSOC	Engineering Inv July 2023	208.50	R	09/11/23	09/14/23	
	Account Total:		208.50				
498MARK 23-01460	SOIL MOVEMENT/PLOT PLAN ESCROW 1 H1085 HERA HOMES LLC	REFUND SOIL MOVEMENT ESCROW	737.50	R	09/13/23	09/14/23	
	Account Total:		737.50				
Total Charg	ed Lines: 6 Total Project Amount:	1,502.00 Total Void Amount:	0.0	00	·····	Marini wa wakazi wa Marini	

Totals by Year-Fur Fund Description	nd Fund	Project Total
	3-14	1,502.00
	Total Of All Funds:	1,502.00

Bill List Numbers	SEPT	EMBER 21, 2023
Current Fund	\$	1,655,810.53
Payroll Account		185,324.09
General Capital		39,753.30
Animal Fund		12.60
Grant Fund		
COAH/Housing Trust		
Improvement & Beautification		
Unemployment Fund		
Trust Fund		1,502.00
Water Operating		3,053.00
Water Capital		
Total	\$	1,885,455.52

### **BILL LIST FOR SEPTEMBER 15, 2023**

### WATER UTILITY ACCOUNT

WATER OPERATING		3,053.00
DeCotiis, Fitzpatrick & Cole	472.50	
Wiss & Bouregy	1,262.50	
Van Cleef Engineering	1,318.00	
WATER CAPITAL		•
TOTAL	\$	3,053.00

# Borough of Allendale Bill List By Budget Account

September 15, 2023 11:15 AM

P.O. Type: All Format: Detail without L Range: 2-First Rcvd Batch Id Range: First	ine Item Not t to Last	Print Alpha, Revenue, & G/L Accounts: Nes es O 3-Last	Bid: Y	Open: N Void: N Paid: N Held: Y Aprv: N Rcvd: Y Bid: Y State: Y Other: Y Exempt: Y Include Non-Budgeted: Y		
Vendors: All Department Page Break: No	ON.	Subtotal CAFR: Yes Subtotal Department: Yes	: Yes			
Account P.O. Id Item Vendor	Description	Item Description	Amount	First Rcvd Ch Amount Stat/Chk Enc Date Di	Chk/void Date Invoice	PO Type
Department: WATER OPERATING FUND	CATING FUND					
2-05-20-501-027 23-01469 1 v0087	Engineering VAN CLEEF ENGINEERING ASSOC	WATER SYSTEM RFP	1,318.00	R 09/15/23 09/15/23	ALN-1004.003-35	
2-05-20-501-180 23-01470 1 W0170 23-01471 1 D0190	Legal WISS & BOUREGY, P.C. DECOTIIS, FITZPATRICK, COLE	SERVICES RENDERED THRU 8/31/23 SERVICES RENDERED THRU 8/31/23	1,262.50 472.50 1,735.00	R 09/15/23 09/15/23 R 09/15/23 09/15/23	18886 267443	
	Department Total: WATER OPERATING FUND CAFR Total: Fund Total: Year Total:	RATING FUND	3,053.00 3,053.00 3,053.00 3,053.00			
Total Charged Lines:	3 Total List Amount:	3,053.00 Total Void Amount:	0.00			

Borough of Allendale Bill List By Budget Account

September 15, 2023 11:15 AM

Totals by Year-Fund Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total
	2-05	3,053.00	0.00	3,053.00
Total Of All Funds:	= :spun	3,053.00	0.00	3,053.00

DATE: 09/21/2023

RESOLUTION# 23-218

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan	MOUIOII	Second	168	INO	Austaili	Absent	
Lovisolo							☐ Carried
O'Connell							□ Defeated
O'Toole							☐ Tabled
Yaccarino							☐ Approved on Consent
Daloisio							Agenda
							rigerida
Mayor							
Wilczynski							1
R	ESOLUTIO	ON AUTHO	ORIZI	NG TI	HE DISPOS	AL OF TU	RNOUT GEAR
			eed to	remo	ve unusable	e firefighter	turnout gear and outdated
equipment fro	m circulati	on; and					
WHER	<b>EAS</b> , the B	oard does 1	not hav	ve the	facilities to	house thes	se obsolete items; and
		items will	be dis	posed	of in the	most envir	onmentally conscience and
resourceful ma	anner.						
					, by the Fir	e Departme	ent Administrator, Borough
of Allendale, C	County of B	ergen, as fo	ollows				
The fol	lowing iter	ns are in n	eed of	discar	ding: 14 Ti	arnout Pant	ts and 15 Turnout Coats
•			_	•	Resolution	adopted by	the Governing Body of the
Borough of Al	lendale on	<u>September</u>	21, 20	<u>123</u> .			

DATE: 09/21/2023

RESOLUTION# 23-219

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan							
Lovisolo							☐ Carried
O'Connell							□ Defeated
O'Toole							□ Tabled
Yaccarino							☐ Approved on Consent
Daloisio							Agenda
Mayor							
Wilczynski							

# AUTHORIZATION TO ADVERTISE BID SPECIFICATIONS FOR 2024 SNOW PLOWING AND SALTING OF ALL MUNICIPAL AND SPECIFIED PRIVATE ROADS, PUBLIC AREAS IN THE BOROUGH OF ALLENDALE, AND ALL COUNTY ROADS WITHIN THE BOROUGH

**BE IT RESOLVED** the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey does hereby authorize the Borough Clerk to advertise and thereby solicit and accept sealed bids in accordance with State law for the 2024 Snow Plowing & Removal Services of Borough Facilities; and

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

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>September 21, 2023</u>.

Linda Louise Cervino, RMC Municipal Clerk

DATE: 09/21/2023

RESOLUTION# 23-220

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan							
Lovisolo							☐ Carried
O'Connell							□ Defeated
O'Toole							□ Tabled
Yaccarino							☐ Approved on Consent
Daloisio							Agenda
Mayor							
Wilczynski							

# AWARD NATIONAL AUTO FLEET GROUP, SOURCEWELL CONTRACT #091521-NAF, FOR THE PURCHASE OF A 2024 FORD MAVERICK (W8A) XL FWD SUPERCREW FOR THE DEPARTMENT OF PUBLIC WORKS

**WHEREAS,** a need exists to purchase a 2024 Ford Maverick (W8A) XL FWD SuperCrew in the amount of \$25,046.19 for the Department of Public Works; and

**WHEREAS**, the Chief Financial Officer has attached hereto a certification that adequate funds have been or will be duly budgeted and appropriated to pay for the contract.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that National Auto Fleet Group, 490 Auto Center Drive, Watsonville, California 95076, Sourcewell Contract #091521-NAF, has been awarded for the purchase a 2024 Ford Maverick (W8A) XL FWD SuperCrew in the amount of \$25,046.19 for the Department of Public Works; and

**BE IT FURTHER RESOLVED** that the Mayor, Acting Borough Clerk and Borough Attorney are hereby authorized to take such action as may be necessary to implement this Resolution, including the execution of an Agreement or Proposal for the above services.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>September 21, 2023</u>.

Linda Louise Cervino, RMC
Municipal Clerk

DATE: 09/21/2023

RESOLUTION# 23-221

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan							
Lovisolo							☐ Carried
O'Connell							☐ Defeated
O'Toole							□ Tabled
Yaccarino							☐ Approved on Consent
Daloisio							Agenda
Mayor							
Wilczynski							

## A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO A POST CLOSING ESCROW AGREEMENT

WHEREAS, the parties hereto have executed that certain Post Closing Escrow Agreement dated as of November 30, 2022 in connection with certain post-closing obligations of Seller related to the sale of its water system to Purchaser (the "Agreement"); and

WHEREAS, the Agreement contemplates the release of certain Escrow Funds (as such term is defined in the Agreement) upon the completion of certain Open Title Issues (as such term is defined in the Agreement); and

**WHEREAS**, the parties hereto have agreed that a portion of the Escrow Funds shall be released to Seller for the partial completion of certain Open Title Issues; and

WHEREAS, the parties desire to amend the Post Closing Escrow Agreement upon the terms set forth in this Amendment to effectuate such changes as the Parties have mutually agreed to.

**WHEREAS,** in consideration of the mutual agreements herein contained, Seller, Purchaser and Escrow Agent agree that the Agreement is hereby amended as set forth in the Amendment to Post Closing Escrow Agreement; and

**NOW, THEREFORE BE IT RESOLVED,** by adoption of this Resolution, Mayor and Council of the Borough of Allendale wishes to approve such amendment attached to this Resolution and incorporated herein by reference.

DATE: 09/21/2023

RESOLUTION# 23-221

**BE IT FURTHER RESOLVED** that the Mayor, the Acting 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 <u>September 21, 2023</u>.



#### AMENDMENT TO POST CLOSING ESCROW AGREEMENT

THIS	AMENDMENT	TO	POST	CLOSING	<b>ESCROW</b>	AGREEMENT	(this
"Amendment"	') dated as of			, 2023 (	(the "Effectiv	ve Date"), is mad	de and
entered into be	etween the BORO	JGH	OF ALL	ENDALE, a	public body	corporate and pol	litic in
Bergen Count	y in the State of N	ew Je	ersey (the	e " <u>Borough</u> ")	, VEOLIA W	VATER NEW JE	RSEY
INC., a New J	ersey corporation, a	as suc	cessor-in	-interest to S	UEZ Water Jo	ersey Inc. (" <u>Purch</u>	ıaser")
and CULLEN	AND DYKMAN I	LLP (	"Escrow	Agent").			

### **RECITALS:**

WHEREAS, the parties hereto have executed that certain Post Closing Escrow Agreement dated as of November 30, 2022 in connection with certain post-closing obligations of Seller related to the sale of its water system to Purchaser (the "Agreement");

WHEREAS, the Agreement contemplates the release of certain Escrow Funds (as such term is defined in the Agreement) upon the completion of certain Open Title Issues (as such term is defined in the Agreement)

WHEREAS, the parties hereto have agreed that a portion of the Escrow Funds shall be released to Seller for the partial completion of certain Open Title Issues;

WHEREAS, the Parties desire to amend the Post Closing Escrow Agreement upon the terms set forth in this Amendment to effectuate such changes as the Parties have mutually agreed to.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Seller. Purchaser and Escrow Agent agree that the Agreement is hereby amended as follows:

- 1. <u>Defined Terms</u>. Unless otherwise indicated herein, capitalized terms used in this Amendment shall have the respective meanings specified in the Agreement.
- 2. <u>Escrow Funds</u>. Section 2 of the Agreement is deleted in its entirety and there is substitute in lieu thereof the following:

"Escrow Funds. Escrow Agent shall hold Three Million Five Hundred Thousand and 00/100ths (\$3,500,000.00) Dollars (together with any interest earned thereon, the "Escrow Funds"), less any released funds, which has been/will be given to it in escrow pursuant to the terms of this Post Closing Escrow Agreement, as amended. Escrow Agent shall deposit the Escrow Funds in Escrow Agent's attorney trusts accounts maintained at banks of Escrow Agent's reasonable discretion, and which Escrow Funds shall be held in

### separate interest bearing accounts. Escrow Agent shall be entitled to transfer Escrow Funds to other banks in its reasonable discretion."

- 3. Release of Funds. Notwithstanding anything to the contrary contained in the Agreement, within five (5) days of the Effective Date of this Amendment, Escrow Agent shall release \$100,000.00 to Seller for Railroad Permits less any costs incurred by Purchaser in connection with the transfer of such permits (*i.e.*, \$7,192.00 for the payment of transfer fees associated with the permits) and \$300,000.00 in connection with progress made with certain Easements located within Borough-owned property subject to a conservation easement and the jurisdiction of DEP. For the avoidance of doubt, the parties acknowledge and agree that the transfer of those certain Easements subject to the conservation easement and the DEP approval has not yet been completed and the balance of \$900,000 allocated for the transfer of such Easements subject to the conservation easement and the DEP approval shall remain held in escrow pursuant to the terms and conditions of the Agreement, it being understood that the Escrow Agreement shall also continue to hold other portions of the Escrow Funds in escrow pending the recordation of the other Easements not related to the conservation easement and the DEP approval.
- 4. Execution; Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The exchange of a fully executed Amendment (in counterparts or otherwise) by electronic transmission in .PDF or other equivalent format or by facsimile shall be sufficient to bind the Parties to the terms and conditions of this Agreement.
- 5. <u>Ratification</u>. Except as hereby amended, the Agreement is in all respects ratified and confirmed and remains unchanged.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment as of the year and date first above written.

# 

BOROUGH OF ALLENDALE