

BOROUGH OF ALLENDALE MAYOR AND COUNCIL MEETING AGENDA & MATERIALS THURSDAY, OCTOBER 12, 2023 7:30 P.M.

AGENDA BOROUGH OF ALLENDALE MAYOR AND COUNCIL COMBINED WORK AND REGULAR SESSION OCTOBER 12, 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 October 12, 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: National Breast Cancer Awareness Month

- VI. APPROVAL OF MINUTES September 21, 2023 Combined Work & Regular Session.
- **VII. RESOLUTIONS**

RES 23-222/Authorize Capital Budget Amendment

VIII. INTRODUCTION OF ORDINANCES:

- Motion that the following ordinance be introduced and passed on first reading and setting October 26, 2023 at 7:30 p.m. or as soon thereafter as the matter can be heard as the date and time, and the Council Chambers of the Allendale Municipal Building as the place for a hearing on said ordinance.
 - ORDINANCE 23-14: BOND ORDINANCE TO AUTHORIZE THE MAKING OF VARIOUS PUBLIC IMPROVEMENTS IN, BY AND FOR THE BOROUGH OF ALLENDALE, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$4,200,000 TO PAY THE COST THEREOF, TO MAKE A DOWN PAYMENT OR FULLY FUND AN APPROPRIATION FROM THE CAPITAL IMPROVEMENT FUND, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS.

- Motion that the following ordinance be introduced and passed on first reading and setting October 26, 2023 at 7:30 p.m. or as soon thereafter as the matter can be heard as the date and time, and the Council Chambers of the Allendale Municipal Building as the place for a hearing on said ordinance.
 - ORDINANCE 23-15: AN ORDINANCE TO AMEND AND SUPPLEMENT THE CODE OF THE BOROUGH OF ALLENDALE TO ADD TO CHAPTER 199 A NEW §199-14.1, ENTITLED PLANTING OR GROWING BAMBOO WITHIN THE BOROUGH.
- Motion that the following ordinance be introduced and passed on first reading and setting October 26, 2023 at 7:30 p.m. or as soon thereafter as the matter can be heard as the date and time, and the Council Chambers of the Allendale Municipal Building as the place for a hearing on said ordinance.
 - ➢ ORDINANCE 23-16: AN ORDINANCE TO AMEND, SUPPLEMENT AND REVISE THE CODE OF THE BOROUGH OF ALLENDALE, ZONING, CHAPTER 270-33(D)(1).

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 23-223**: APPROVAL OF DATE CHANGE OF MAYOR & COUNCIL MEETING FOR THE MONTH OF NOVEMBER 2023.
- **RES 23-224**: APPROVAL OF 2023/2024 AGREEMENT CONCERNING THE HIRING AND PLACEMENT OF TWO CLASS III SPECIAL LAW ENFORCEMENT OFFICERS FOR THE ALLENDALE SCHOOL DISTRICT.
- **RES 23-225**: AUTHORIZE AGREEMENT FOR PROFESSIONAL SERVICES NEGLIA ENGINEERING ASSOCIATES STREETSCAPE & LIGHTING IMPROVEMENTS MA-2022/2023 WEST ALLENDALE AVENUE STREETSCAPE.
- **RES 23-226**: AWARD CONTRACT FOR THE ALLENDALE COMMUNITY CENTER.
- **RES 23-227**: DONATION OF CRESTWOOD LAKE SEASON PASS TO ARCHER NURSERY SCHOOL.
- **RES 23-228**: APPROVAL OF LETTER AGREEMENT BETWEEN BOROUGH OF ALLENDALE AND HAMPSHIRE ALLENDALE MF URBAN RENEWAL, LLC.
- **RES 23-229**: APPROVAL OF OCTOBER 12, 2023 LIST OF BILLS.
- **RES 23-230**: RESOLUTION TEMPORARILY RELAXING PARKING RESTRICTIONS ON EAST ELBROOK DRIVE.

X. 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.

XI. ADMINISTRATION

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

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS: <u>Re: Letter of Resignation/Municipal Court Judge, Harry D. Norton, Jr.</u>

XIV. 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.

XV. ADJOURNMENT

This agenda was prepared as of 10/12/2023 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.



Proclamation Recognizing The Month of October as Breast Cancer Awareness Month

WHEREAS, October is National Breast Cancer Awareness Month, which is an annual campaign to increase awareness of this disease; and

WHEREAS, October 2023 marks more than 30 years that National Breast Cancer Awareness Month has educated women about early breast cancer detection; and

WHEREAS, National Breast Cancer Awareness Month remains dedicated to increasing public knowledge about the importance of early detection of breast cancer diagnosis and treatment; and

WHEREAS, Mammography can detect breast cancer up to two years before physical symptoms can be seen or felt and research indicates it is the best available method of detection to decrease death rates; and

WHEREAS, the awareness campaign is sending out several key messages, most notably, the American Cancer Society continues to advise women to get an annual mammogram screening once they reach age 40; and

WHEREAS, the National Cancer Institute estimates that in the United States, more than 300,000 new cases of breast cancer will be diagnosed this year and over 40,000 people will die from this disease; and

WHEREAS, the American Cancer Society estimates in the United States, more than 2,190 new cases of invasive breast cancer will be diagnosed in men this year; and

WHEREAS, there is enormous progress in our decades-long fight against cancer with discovering new prevention and early-detection measures, exploring medicines and therapies to extend and save lives; and

NOW, THEREFORE, BE IT RESOLVED, the Mayor and the Council of the Borough of Allendale, show our support for those struggling with this terrible disease and remember those who have lost their battle and hereby recognize October as Breast Cancer Awareness Month and encourage all citizens to help promote awareness and prevention methods.

A combined Work and Regular Session Meeting of the Mayor and Council of the Borough of Allendale was held in the Municipal Building at 500 West Crescent Avenue, Allendale, New Jersey on September 21, 2023. The meeting was called to order at 7:30 pm by Mayor Wilczynski who welcomed everyone who is joining the meeting in the audience and on Zoom Webinar.

Mayor Wilczynski asked that the Municipal Clerk read the open public meetings statement: "In compliance with the Open Public Meetings Act, the notice requirements have been satisfied. The meeting dates for the year are confirmed at the Annual Meeting, are posted on the public bulletin board in the Municipal Building and on the Borough Website, published in The Record within the first 10 days of the New Year, and copies are sent to The Ridgewood News and Star-Ledger. Notice of this meeting by the September 11, 2023 Sunshine Notice was sent to The Record, The Ridgewood News and Star Ledger and has been posted on the public bulletin board in the Municipal Building and Borough website."

ROLL CALL:

PRESENT:	Councilmembers, Liz Homan, Susanne Lovisolo, Matthew O'Toole, Tyler Yaccarino, Joseph Daloisio and Mayor Amy Wilczynski
ABSENT:	Councilman Ed O'Connell
ALSO PRESENT:	Raymond Wiss, Borough Attorney Linda Louise Cervino, Municipal Clerk John Gil, Director of Communications
FLAG SALUTE:	Mayor Wilczynski led the salute to the flag
PROCLAMATION:	Mayor Wilczynski read the Proclamation into the record:

Proclamation Recognizing The Month of September as Hunger Action Month

WHEREAS, hunger and food insecurity are a reality for far too many of our neighbors; and

WHEREAS, those who are food insecure are without reliable access to an adequate amount of affordable, nutritious food. Food insecurity can affect anyone, whether they are recently unemployed, underemployed, or supporting a large family; and

WHEREAS, food insecurity is a symptom of broader challenges, such as unemployment, disability, retirement or unforeseen financial hardships; and

WHEREAS, those who do not have their basic needs met are further hampered in their path toward self-sufficiency; and

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WHEREAS, ongoing economic instability has increased food insecurity amongst individuals and families throughout Bergen County and across the country; and

WHEREAS, food pantries in Bergen County have experienced an approximately 22% increase in need for food assistance compared to last year, and a 40% increase in need from the unprecedented levels seen in 2020 due to the COVID-19 pandemic; and

WHEREAS, there are residents in every municipality in Bergen County who receive SNAP benefits, illustrating that this is an issue impacting residents all across Bergen County; and

WHEREAS, the economic coattails of the pandemic are long, and despite the end of Federal and state emergency declarations, tremendous need still exists within our community; and

WHEREAS, the Bergen County Food Security Task Force was established to support food pantries in Bergen County by increasing the supply of healthy food options, connecting those in need to vital services, and investing in long term infrastructure to build a more resilient pantry network to ensure no one in Bergen County goes hungry; and

WHEREAS, the Bergen County Food Security Task Force has been incorporated into the Department of Human Services as the new Office of Food Security to reaffirm that the county's commitment to fighting hunger continues past the pandemic; and

WHEREAS, the energy, philanthropy, and hands-on efforts of a multitude of volunteers throughout the county make a tremendous impact in combatting hunger in our community, and are vital in meeting the struggles of our neighbors with compassion; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council hereby recognizes the month of September 2023 as "Hunger Action Month" in the Borough of Allendale, and encourages all Bergen County residents to support their local food pantries.

BE IT FURTHER RESOLVED that the Borough of Allendale is committed to ending hunger in Bergen County and will spread awareness and increase engagement in our community to solve this problem by hosting a food drive through the month of October at Borough Hall for the Center for Action.

Mayor Wilczynski thanked John Gil for bringing this to the borough's attention and for handling the food pantry at Borough Hall.

APPROVAL OF MINUTES:

Motion by Councilwoman Lovisolo, second by Councilman Yaccarino that the September 7, 2023 Combined Work and Regular Session minutes be and is hereby approved.

On a roll call, the vote was recorded as follows:

Councilwoman Homan:	abstain	Councilman O'Toole:	aye
Councilwoman Lovisolo:	aye	Councilman Yaccarino:	aye
Councilman O'Connell:	absent	Councilman Daloisio:	abstain

AGENDA REVIEW AND CONSENT AGENDA:

Mayor Wilczynski reviewed the Consent Agenda below and discussed some resolutions specifically. She stated, first, we have our approval of final payment of the Streetscape. Our Streetscape looks amazing. The main street portion is done. Now we're going to be working at some of the ancillary streets outside of the corridor down De Mercurio and behind Central. She further stated that she looked through the list of bills as did Councilwoman Lovisolo. We're also going to be going to bid for snow plow, so we're getting that ready. We also have our chief of police contract.

- **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.

No one from the public came forward to comment on agenda items only.

Motion by Councilwoman Homan, second by Councilwoman Lovisolo that the Consent Agenda be and is hereby approved.

On a roll call, the vote was recorded as follows:

Councilwoman Homan:	aye	Councilman O'Toole:	aye
Councilwoman Lovisolo:	aye	Councilman Yaccarino:	aye/abstain RES 23-217
Councilman O'Connell:	absent	Councilman Daloisio:	aye

For the record, Councilman Yaccarino abstained on Resolution 23-217 and aye to the balance.

(See Resolutions 23-213 through 23-221 attached and made a part hereof)

ADMINISTRATION:

Council Committee Reports:

Councilman Joseph Daloisio, Land Use Board, stated that the Land Use Committee met last Thursday, September 14th. We had some good discussions. We're still continuing a review of our code and trying to make some edits and updates and bring it up to regular times with the way things are changing. We did have some discussion on adding a section of the code, which was sent to our borough attorney for review, to add the prohibiting of planting of running bamboo within the Borough of Allendale. It also addresses how you maintain existing bamboo. It's very invasive and very hard to get rid of once it's planted.

We had some minor additional changes to our awning portion of our code, which also went to the Borough Attorney for review. We hope to have those changes for the next meeting. Our borough engineer brought to our attention that there's some stormwater training that he recommended for our Land Use board members, our committee members and also councilmembers, so he's going to be sending a link for that training to get everybody up to speed because storm management has become a very big issue that we want to make sure we're on top of everything.

We also had some discussion on the variance relief package that we worked on and put together for our residents to make the process of coming to the Land Use Board for a variance easier. That meeting is scheduled for next week, which we're going to hopefully make some minor additions and changes and get it going and get it out to the public.

Councilwoman Lovisolo, Finance, Human Resources and Administration, thanked Councilman Daloisio for spearheading that effort in making the process of coming before the Land Use Board one that's less intimidating to our residents.

For Finance, Human Resources and Administration, we've had some changes in our borough hall over the past year with some new employees, some additional roles for current employees, some shuffling of offices and rooms with more to come. We're at a point where, I believe, we are positioning the Borough of Allendale for great progress and efficiency.

We're trying to set some basic policies in place; defining an issue, setting our goals, assigning responsibilities and actions, allocating resources where necessary and then, ultimately, taking action. We're doing all of this for our residents to better serve all of them and to make sure that our department windows in borough hall have coverage for the hours that we advertise and to make the experience of having a resident enter borough hall as painless and as well-organized as possible. I was just in borough hall last week and I had the opportunity to see our departments in action and witness one resident who came in to pay for a dog license. John Gil assisted him, and the resident and I started chatting. He said what a great group of people we have at borough hall and how helpful they always are. It was so wonderful to be there to see that, to witness that, to hear that because I think the same. I think that so many of the questions residents have can be answered by either going on our borough website, calling borough hall, by any one of us seated up here or entering this building and having a conversation with a borough employee. We all much rather do what we can to address an issue than to be surprised by comments on social media or secondhand complaints.

Our Finance Committee will be meeting next week on Wednesday and our Department Head meeting is to be determined. I am also Council Liaison to our Green Team in town. We had a Green Team meeting this week. We had a guest speaker to talk to us about home composting and her service where she provides homeowners with a six-gallon steel bucket that gets delivered to your home and then picked up from your home after you fill it. She then takes it away.

We also had two guests on the call as well. Mark Ramundo from the Waldwick Green Team and Environmental Commission. It's always great to share information between our towns and see what each of us are doing to advance our environmental goals. Our other guest was one of our Daisy Troop leaders. They're looking to earn a petal by learning about composting, so this ties in nicely with the Green Team goal of educating our community on how to compost. We will be filming Mark Savastano's "How to Compost " video and posting it on the borough website on the Green Team page at the end of the month beginning of October sometime.

We've also determined that the John Fell House will be the site for an informational Green Team meeting opened to the residents of Allendale to find out more about this environmentally focused volunteer organization. Look for a flyer about that meeting in the next few weeks.

Once a month, we like to share the important upcoming events at the Lee Memorial Library. The following update was provided to me by our new library director, Nancy Clause.

A full roster of adult children and family programming planned for the fall. A continuation of the family fun art series with a colored pencil fragmented landscape class. Some of the other offerings include a make-your-own healthy snack program, classes to help patrons make important decision about retirement and a seminar to help parents of students navigate the college application process. These are in addition to an ongoing yoga class, movie matinees and a wide range of children's story times and programs.

The best way to keep on top of the many programs and activities happening at the library is through our weekly newsletter. Links to sign up for the adult, children and teen newsletters are on the library website, LeeMemorialLibrary.org., under the Services tab. Lee Memorial Library will have a table at Allendale Festival Day. They will be sharing information about the many programs and resources available and will have t-shirts for sale. The friends of the library will also be taking last minute mum orders, so please stop by and say hello to them. Finally, I was able to meet with our Mayor and Council intern for this fall. She is an Allendale resident and a Northern Highlands senior, Isabela Peña Canavan. Councilwoman Lovisolo introduced Isabela. She will add valuable assistance to our team and is already starting to research some topics for us.

Councilpresident Homan, Water, Sewer and Public Utilities stated, I am the chair of Water and Sewer and everybody in Allendale has heard about water over the past several years, so I won't go on too long about water other than to remind everybody we do have the temporary treatment up at the New Street facility. The West Crescent well will be shut off no later than October 6, 2023. It could be this Friday. The plan is that it will be reopened with temporary treatment in the spring. It is amazing. If Allendale hadn't been so supportive in selling our system to Veolia, I can say we would not be here today. It's really been a partnership, but they do own the system at this point and they've really taken an aggressive stance in making sure that our system is up to par and that we have this treatment.

A big thank you to the members of our committee. Allendale accepts sewage. It flows through to Northwest Bergen Utility Authority and we accept sewage both from Saddle River and Ramsey. Those contracts with them were overdue to be revamped. It's not an easy process, but we have concluded the Saddle River agreement successfully from our side and have sent that over to Saddle River.

Regarding the 9-11 ceremony, I am very grateful that all of the members of our community continue to be so supportive and interested in attending.

I am very happy that, tonight, we're going to have another positive step forward in public safety, so, I'm excited for tonight to be able to honor and celebrate that.

Councilman O'Toole, Public Safety, stated that he would like to remind everyone that on October 19, 2023, they are hosting the Gary Letizia Memorial Blood Drive from 1:00 p.m. to 7:00 p.m. at the firehouse. This drive was started by my good friend, Dr. Matt Letizia, whom I graduated Highlands with in memory of his late father who was kept alive for almost a year due to all of the donated blood that he received. Matt wanted to do something to help pay it forward and I'm happy that we're able to help him achieve this goal. Other than that, I would like to offer my congratulations to our new sergeants. As the chair of the Public Safety Committee, I was fortunate to be part of the interview process during which the candidates offered their vision and ideas to introduce some positive changes to our department. I can wholeheartedly say that the residents of Allendale are very fortunate to have such dedicated officers in the borough. Well done, sergeants.

Thank you for taking on this entire process. Thank you for what you do for us all on a daily basis. Congratulations.

Councilman Yaccarino, Facilities, Parks and Recreation, stated that he is going to table his facilities report for this evening. We did schedule a meeting for next Wednesday at 5:30 p.m. We'll look to see what projects we have upcoming in the fall and then also looking ahead into next year so we can start getting those underway. I'll have more to comment on. In addition to that, I want to extend my congratulations to the officers on their promotions.

Staff Reports:

Linda Louise Cervino, Municipal Clerk, stated the following:

- The General Election is Tuesday, November 7th.
- On September 19th, I attended a meeting with the Superintendent of Election's office to discuss new procedures at the end of the night on Election Day.
- Ballots have been mailed out to voters with active vote-by-mail requests.
- The last night to register to vote for the upcoming General Election is Tuesday, October 17th. The Municipal Clerk's office will be open until 9 p.m. for late night voter registration.
- I will have more information and more dates pertaining to the General Election at our next Mayor & Council meeting.
- I'd like to congratulate the Sergeants on their promotion.

John Gil, Director of Communications stated that he has no report, but would like to congratulate to the sergeants.

Ray Wiss, Borough Attorney, stated that most of the items they've been involved in have been addressed in the council reports and will defer a formal report to the next meeting.

Mike Dillon, Police Chief, congratulated the four officers promoted tonight. He stated a profound thank you to the governing body for their unwavering support of our police department for the celebration tonight from the visual display to the food and refreshments is proof that our Mayor and Council truly appreciates our officers and staff. This is a momentous occasion for our community. I am humbled by your support and proud of our great department and borough.

Mayor's Report:

Mayor Wilczynski stated the Month of September is Hunger Action Month. Thank you to Bergen County Commissioner Tracy Zur for bringing this to the Borough. I'm very proud that Allendale is joining with municipalities all over Bergen to bring awareness to hunger and food insecurities. I'm happy to announce that the Borough will be holding a food drive benefiting the Center for Food Action at Borough Hall through the month of October. Look for more information on our website, social media and newsletter.

210 West Crescent is our Community Center. The bids are in. We're waiting for the lawyers to sort through all the bid packets to make sure everything is in order and then we will be announcing our contractor very soon.

We had a couple of ribbon cuttings the past two weeks. One was at Lee Memorial Library. Thank you to girlscout, Maggie Shaw, who was getting her gold star award. She planted a pollinator garden. We also unveiled a blue bird statue in honor of Stile Thomas. It's beautiful, so have a look. Councilwoman Lovisolo and I attended a chamber meeting, which is always good information. Unfortunately, our Allendale Day is cancelled due to the rain, but it is rescheduled for September 30th.

I have been working to get the Allendale Mural back in action. If you know Allendale, our Mural is a big part of our downtown and it has been under disrepair for quite some time. I've been working with a sculpture and another person who is head of this art studio and there is this amazing plan that is going to be unveiled soon. We will have the entire community involved. The schools are going to be involved. It's going to be a work of art. It's going to be beautiful. I'm very excited to kick that off the ground. More to come on that.

We had another ribbon cutting at Allendale Senior Living. Thank you to Councilwoman Lovisolo and Councilman Daloisio. Allendale Senior Living redid their entire facility. It's very beautiful. We are happy to celebrate their new space. I also had the opportunity to do a podcast there. We met a lot of the residents who were very happy to see us.

We have our first Coffee with the Mayor and Council and Coffee with a Cop together. This is a first for Allendale and I'm very excited at it. It's Tuesday, October 17th from 9 a.m. to 11 a.m. We're hoping that some of our new officers will also meet the community. Thank you to soon-to-be Sergeant Hillgardner for all her work on that.

We talked about our 9/11 memorial. It is always a special, lovely and respectful ceremony. Thank you to all of our police officers, all of the first responders who came there, our speaker, Frank DiMola, who is an Allendale resident who did a super job. If anyone has a story to tell on 9/11, we're always looking for speakers. It's a beautiful tradition that we have and I'm honored to be a part of it.

UNFINISHED BUSINESS: None.

NEW BUSINESS: None.

<u>PUBLIC COMMENT ON ANY MATTER</u>: Mayor Wilczynski opened the floor to the public on any matter and asked them to come up and state their name and address for the record. She reminded them there is a three-minute time limit.

Mark Savastano, 22 Vreeland Place, Allendale, handed out a flyer to the Mayor and Council on Source Compost and stated this is information about composting. (See flyer below)

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Source-compost.com (973) 747-9243



Let Source Compost handle your kitchen scraps responsibly and conveniently with our reliable compost pickup service – making sustainable living hassle free.

Reduce waste and support local organic farms	Lock-tight buckets to keep out pests, animals, and odors	
Most affordable compost-pickup service in Jersey	We'll deliver woodchips to keep the smell down.	

Galvanized steel bucket provided at no cost. We replace your bucket with a clean one during every pickup. Once a month pickup (1st Wednesday) = \$14/month Twice a month pickup (every other Wednesday) = \$28/month Four times a month pickup (every Wednesday) = \$48/month

Mr. Savastano stated he is a member of the Allendale Green Team and would like to add a little more information to what Councilwoman Lovisolo mentioned about the composting. It was quite a good informational meeting and the young lady that spoke is, indeed, willing to pick up at individual residences at your doorstep for a fee beyond what you can compost in your backyard. Things that aren't allowed to be put in our compost bins that we've been selling like dairy, fish, meat and other products that would attract rodents in your yard. I would like to begin making that information available to the public with your approval.

There are two companies that are doing this in addition to that young lady. Both of these are woman-owned businesses. They're both women in their mid-20's who have started these businesses to do the environment good. I think it would be a great addition to what we have been accomplishing using the compost bins in our yards. Anybody that's interested can contact the Allendale Green Team at <u>AllendaleGreenTeam@gmail.com</u>. I look forward to working with you, Mayor. I want to thank Tyler for being a member at the meeting. Councilman Yaccarino stated that he was happy to be there. He also thanked Councilwoman Susanne who is their mentor. We would welcome residents to join our meetings in the future. I look forward to this taking off here in town. Mayor Wilczynski thanked Mr. Savastano.

No one else from the public came forward.

SWEARING IN OF POLICE OFFICERS

Mayor Wilczynski stated that she is very happy for what is happening this evening. It's a very special event and a first for Allendale. I'm pleased to be able to swear in four sergeants. We also have our first female sergeant, Jamie Hillgardner. I was on the hiring team for three of you; Jamie, Dan and Kevin. I know Councilpresident Homan was there for Alex. We remember when you were first starting out. We remember those first interviews and how you were all eager to be part of the Allendale Police Force.

For the Sergeants' round, I was there for all of the interviews along with Public Safety Team, Matt O'Toole and Councilman Ed O'Connell. We asked tough questions. Our interview process is very fair and the questions are designed to make you think and reflect and make us feel comfortable that you are the right person for the job. And not that there were ever any doubts, but you all did amazing and I'm very proud to be able to swear you in this evening.

There have been many changes for the positive in our police department under Chief Dillon's leadership and all for the good. I want you all to know that on behalf of the Mayor and Council, we are supportive of you all on the Allendale Police Force. We value and we are supportive of promotions and leadership development. We feel that we are all on the same team. We are here for you and want you to be happy. We want you to grow as a police officer and a person. We want you to retire here and have a great career here. I look forward to great things to come for all of you.

A. <u>RES 23-209</u>/Authorize to promote to Sergeant – Daniel Rosendahl.

Motion by Councilman O'Toole, second by Councilwoman Homan, that Resolution 23-209 be approved to promote Daniel Rosendahl to Sergeant.

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On a roll call, the vote was recorded as follows:

Councilwoman Homan:	aye	Councilman O'Toole:	aye
Councilwoman Lovisolo:	aye	Councilman Yaccarino:	aye
Councilman O'Connell:	absent	Councilman Daloisio:	aye

B. <u>RES 23-210</u>/Authorize to promote to Sergeant – Kevin Azevedo

Motion by Councilman O'Toole, second by Councilman Daloisio, that Resolution 23-210 be approved to promote Kevin Azevedo to Sergeant.

On a roll call, the vote was recorded as follows:

Councilwoman Homan:	aye	Councilman O'Toole:	aye
Councilwoman Lovisolo:	aye	Councilman Yaccarino:	aye
Councilman O'Connell:	absent	Councilman Daloisio:	aye

C. <u>RES 23-211</u>/Authorize to promote to Sergeant – Jamie Hillgardner

Motion by Councilman O'Toole, second by Councilman Daloisio, that Resolution 23-211 be approved to promote Jamie Hillgardner to Sergeant.

On a roll call, the vote was recorded as follows:

Councilwoman Homan:	aye	Councilman O'Toole:	aye
Councilwoman Lovisolo:	aye	Councilman Yaccarino:	aye
Councilman O'Connell:	absent	Councilman Daloisio:	aye

D. <u>RES 23-212</u>/Authorize to promote to Sergeant – Alexander Helmer

Motion by Councilman O'Toole, second by Councilwoman Homan, that Resolution 23-212 be approved to promote Alexander Helmer to Sergeant.

On a roll call, the vote was recorded as follows:

Councilwoman Homan:	aye	Councilman O'Toole:	aye
Councilwoman Lovisolo:	aye	Councilman Yaccarino:	aye
Councilman O'Connell:	absent	Councilman Daloisio:	aye

Mayor Wilczynski thanked Assemblyman Robert Auth for being here tonight. Ed O'Connell, who is on the Public Safety, sends his regard. He had a family emergency and could not attend tonight.

OATHS OF OFFICE

Oath of Office to Sergeant Daniel Rosendahl

Mayor Amy Wilczynski invited Assemblyman Robert Auth, Chief Dillon, Daniel Rosendahl and family to come up as she administers the oath to Daniel Rosendahl. Photos were taken.

Oath of Office to Sergeant Kevin Azevedo

Mayor Amy Wilczynski invited Assemblyman Robert Auth, Chief Dillon, Kevin Azevedo and family to come up as she administers the oath to Kevin Azevedo. Photos were taken.

Oath of Office to Sergeant Jamie Hillgardner

Mayor Amy Wilczynski invited Assemblyman Robert Auth, Chief Dillon, Jamie Hillgardner and family to come up as she administers the oath to Jamie Hillgardner. Photos were taken.

Oath of Office to Sergeant Alexander Helmer

Mayor Amy Wilczynski invited Assemblyman Robert Auth, Chief Dillon, Alexander Helmer and family to come up as she administers the oath to Alexander Helmer. Photos were taken.

Mayor Wilczynski invites everyone to stay for refreshments and snack.

ADJOURNMENT:

There being no further business to come before the Mayor and Council, on a motion by Councilwoman Homan, with second by Councilwoman Lovisolo, and unanimously carried, the meeting was adjourned at 8:08 p.m.

Respectfully submitted,

Linda Louise Cervino, RMC Municipal Clerk Date Approved

RESOLUTION BOROUGH OF ALLENDALE BERGEN COUNTY, NJ

DATE: 10/12/2023

RESOLUTION# 23-222

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

AUTHORIZATION OF 2023 CAPITAL BUDGET AMENDMENT

WHEREAS, the local capital budget for the year 2023 was amended on the 13th day of April, 2023; and,

WHEREAS, it is desired to amend said amended capital budget section,

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Allendale, County of Bergen, that the amendment to the adopted capital budget section be made:

							JNDING SERV			
						CURR	ENT YEAR 20			
				4				5d		
	-	2	3	AMOUNTS	5a	5b	5c	Grants in	5e	6
	1	PROJECT	ESTIMATED	RESERVED IN	2023 Budget	Improvement	Capital	Aid and	Debt	TO BE FUNDED
	PROJECT	NUMBER	TOTAL COST	PRIOR YEARS	Appropriations	Fund	Surplus	Other Funds	Authorized	IN FUTURE YEARS
None			s -			-			-	
	TOTAL ALL PROJECTS		\$ -		\$ -	\$ -		\$ -	\$ -	
				A VEAD CADELL	PROCE AN COMP	2025				
				3 YEAR CAPITAL						
			Antici	pated PROJECT Sc	hedule and Funding	Requirement				
				4	-			5		
		2	3	4 ESTIMATED			EUNIDING AM	OUNTS PER Y	TAD	
	7 1	PROJECT	ESTIMATED	COMPLETION	Budget Year		FUNDING AM	UUNIS PER I	EAK	
	PROJECT	NUMBER	TOTAL COST	TIME	2023	2024	2025	2026	2027	2028
-	PROJECT	NUMBER	TOTAL COST	TIME	2025	2024	2023	2020	2027	2028
None			\$ -		\$ -					
TOTA	LS ALL PROJECTS		\$ -		\$ -					1

RESOLUTION BOROUGH OF ALLENDALE BERGEN COUNTY, NJ

DATE: 10/12/2023

RESOLUTION# 23-222

			3 YEAR CA	PITAL PROGRAM	2023 - 2025					
		SUMMAI	RY OF ANTICIPA	TED FUNDING S	OURCES AND	AMOUNTS				
			3	4		6		,	7	
	2	Budg	s get Appropriations	Capital	5	6 Grants in		BONDS A	ND NOTES	
1	Estimat	ed Curre	ent Future	Improvement	Capital	Aid And		Self		
PROJECT	TOTAL C	OST Year 2	023 Years	Fund	Surplus	Other Funds	General	Liquidating	Assessment	School
None		\$	-	-			-			
TOTAL ALL PROJECTS	s	- \$		s -			\$ -			
	Ψ	÷		Ψ			9			
			CAPITAL F	TO SUDGET (Current Y	(ear Action)					
			0.111111111	2023						
							PLANNED CUF	FUNDING SER RENT YEAR	VICES FOR 2023	
					5a		201			
				4	2023	5b		5d		6
1		2 Proje	3 ect Estimated	Amounts d Reserved in	Budget Appro-	Capital Improvement	5c Capital	Grants in Aid and	5e Debt	To Be Funded in
PROJECT		Numb			priations	Fund	Surplus	Other Funds	Authorized	Future Year
Various Improvements and Acquisitions			\$ 4,200,0	00		\$ 410,000			\$ 3,790,000	
TOTALS ALL PROJECTS			\$ 4,200,0			\$ 410,000		•	\$ 3,790,000	
		А		PITAL PROGRAM CT Schedule and F		nent				
		2	3	ESTIMATED		FI	JNDING AMOU		AR	
1		PROJECT	ESTIMATED	COMPLETION	Budget Year					
PROJECT		NUMBER	TOTAL COST	TIME	2023	2024	2025	2026	2027	2028
		_								
Various Improvements and Acquisitions			\$ 4,200,000		\$ 4,200,000					
TOTALS ALL PROJECTS										
			\$ 4,200,000		\$ 4,200,000					
			\$ 4,200,000		\$ 4,200,000					
		SUMMAR	3 YEAR CA RY OF ANTICIPA	PITAL PROGRAM TED FUNDING SO	2023 - 2025	AMOUNTS				
			3 YEAR CA RY OF ANTICIPA 3	TED FUNDING SO	2023 - 2025 DURCES AND	AMOUNTS 6			7 ND NOTES	
	2 Estimated	Budget A	3 YEAR CA RY OF ANTICIPA 3 ppropriations	TED FUNDING S 4 Capital	2023 - 2025 DURCES AND 5	AMOUNTS 6 Grants in		BONDS A	7 ND NOTES	
I PROJECT	2 Estimated TOTAL COST		3 YEAR CA RY OF ANTICIPA 3	TED FUNDING SO	2023 - 2025 DURCES AND	AMOUNTS 6	General			School
	Estimated	Budget A Current	3 YEAR CA RY OF ANTICIPA 3 ppropriations Future	TED FUNDING S 4 Capital Improvement	2023 - 2025 DURCES AND 5 Capital	AMOUNTS 6 Grants in Aid and	General \$ 3,790,000	BONDS A Self	ND NOTES	School
1 PROJECT	Estimated TOTAL COST	Budget A Current	3 YEAR CA RY OF ANTICIPA 3 ppropriations Future	TED FUNDING Se 4 Capital Improvement Fund	2023 - 2025 DURCES AND 5 Capital	AMOUNTS 6 Grants in Aid and		BONDS A Self	ND NOTES	School

It is hereby certified that this is a true copy of a Resolution amending the Capital Budget section adopted by the Governing Body of the Borough of Allendale on October 12, 2023.

Filed

State of New Jersey Department of Community Affairs Supplemental Debt Statement

Local Govern	cal Government: Allendale Borough		Prepared As Of: 10/12			******
Budget Year	December 31 (Month D-D) 2023				023	(Year)
Name: Title: Address:	Alison Altano 500 West Cres Allendale, NJ	cent Avenue	Phone: Email: CFO Cert #:	201-818-4400 alisonaltano@allend	lalenj.gov	
hereinafter m	nentioned called	orn, deposes and says: Deponent is the local unit. The Supplemental D on of the local unit as of the date the	ebt Statement annexe	l hereto and hereby ma	ade a part hereof	is a true
		Net Debt as per Annual	Decrease	Increas	se	
Bonds and No	otes for School	Debt Statement	(Since Dec	ember 31, last past)		Net Debt
Purposes Bonds and No	atao far Salf	\$0.00		<u> </u>	<u> </u>	\$0.00
Liquidating F	Purposes	\$0.00		6	<u>\$</u>	\$0.00
Other Bonds	and Notes	\$327,888.00	\$313,450.00)\$9	920,975.00	\$935,413.00
	d purposes separate	atement is			· · · · · · · · · · · · · · · · · · ·	\$935,413.00 ch item are: (see
Bond Ord		Purposes	Amount	Deduct		Net
	Var	ious Public Improvements	\$3,790,000. \$3,790,000.		<u>\$0.00</u> \$0.00	\$3,790,000.00
4 The ne	et debt of the loca	l unit determined by the addition of th	.			\$4,725,413.00
valuati	ion of class II rail	sis (the average of the equalized valua road property of the local unit for the n thereof last filed.				
	<u>Year</u>	Provident Malastian Data D	tal. Norman and Article		N	
(1)	2020	Equalized Valuation Real Property II RR Property	with improvements plus	assessed valuation of C	.1ass	\$1,783,306,861.00
(2)	2021	Equalized Valuation Real Property	with Improvements plus	assessed valuation of C	lass	\$1,917,969,429.00
		Class				
(3)	2022	II RR Property			**********	\$2,075,748,594.00
6 Equ	alized Valuation	Basis – Average of (1), (2) and (3)			**********	\$1,925,674,961.33
7 Net	Debt (Line 4 Ab	ove) expressed as a percentage of suc	h equalized valuation ba	sis (Line 6 above) is:		0.245%

- А
- в

Notes If authorization of bonds or notes is permitted by an exception to the debt limit, specify the particular paragraph of N.J.S.A. 40A:2-7 or other section of law providing such exception. This form is also to be used in the bonding of separate (not Type I) school districts as required by N.J.S.A. 18A:24-16, and filed before the school district election. In such case pages 3 and 4 should be completed to set forth the computation supporting any deduction in line 3 above. Only the account of bonds or notes about to be authorized should be entered. The amount of the "down payment" provided in the bond ordinance should not be included nor shown as a deduction. С

COMPUTATION AS TO INDEBTEDNESS FOR IMPROVEMENT OR EXTENSION OF AN	NG MUNICIPAL PUBLIC UTILITY, N.J.S.A. 40A:2-7(h); NJSA 40A:2-47(a)
COMPUTATION AS T	EXISTING MUNIC

Annual Debt Statement, excess in revenues of utility
Less Interest and principal computed as provided in N.J.S.A. 40A:2-47(a) for all obligations authorized but not issued to the extent not already charged to income in the annual debt statement.
Excess revenue prior to authorizing proposed obligations = (column 1 minus column 2)
Interest and principal calculated for proposed obligations N.J.S.A. 40A:2-47(a)
Interest for one year at 4 1/2%
First installment of scrial bonds legally issuable
Total charges (Items (a) and (b))

	1	2	£	4(a)	4(b)	4(c)
Municipal Public Utility	ADS Excess in Revenues of Utility	Less Interest and Principal	Excess Revenue	Interest for One Year	1ª Installment of Serial Bonds Legally Issuable	Total Charges

Note: If line 3 equals or exceeds line 4, obligations may be authorized under the provisions of N.J.S.A. 40A:2-7(h) as limited by N.J.S.A. 40A:2-47(a).

COMPUTATION OF SCHOOL INDEBTEDNESS AND DEDUCTIONS UNDER PROVISIONS OF N.J.S.A. 18A: 24-17

1 2 3 4 5	proposed issue) Less: Sinking funds held for pay Net debt for school purposes (lin Debt deduction for school purpo (a) 2½% Kindergart (b) 3 % Kindergarte (c) 3½% Kindergart	(page 1, line 3) anding and authorized but not issued (not including ment of School Debt, by Sinking Fund Commission e 2, minus line 3) ses' % (as per line below) en or Grade 1 through Grade 6 n or Grade 1 through Grade 8 en or Grade 1 through Grade 9 n or Grade 1 through Grade 12	%	\$1,925,674,961.33 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

7	School Bonds about to be author	1zed 6 equals or exceeds line 7. or if shown on line 17		\$
8 9 10 11 12 13	Use of Municipal Borrowing Marg Remaining Municipal Borrowing M 11 minus line 12)	e 1 above) argin (excess, if any, of line 9 over line 10)		\$0.00 \$67,398,623.65 \$935,413.00 \$66,463,210.65 \$0.00 \$66,463,210.65
	N.J.S.A. 18A:24-24 (lines 14 to	9 16)		
14	Amount of line 7			\$
15	Amount of Deduction:	(a) Amount of line 6		\$0.00
		(b) Amount of line 11		\$66,463,210.65
		Total		\$66,463,210.65
16	Excess of line 14 over line 15			\$0.00
				40.00

Indebtedness
School
f Regional
Computation o

	T	2	3	4	5
	Average Equalized	alized Valuations 40A:2-43			Total Apportionment of
Municipality	Amount	Percentage	Apportionment of Previous Bonds Issued or Authorized	Amount Apportionment of Proposed Bond Issue	Previous Bonds Issued or Authorized plus Apportionment Proposed Bond Issue (Column 3 plus 4)
Allendale Borough	\$1,925,674,961.33	40.45626572%	0.00	0.00	0.00
Upper Saddle River Borough	\$2,834,218,041.33	59.54373428%	0.00	0.00	0.00
Totals	\$4,759,893,002.66	100.00%			

SPECIAL DEBT STATEMENT

BORROWING POWER AVAILABLE UNDER N.J.S.A. 40A:2-7(f)

1	Amount of accumulated debt incurring capacity under RS 40:1-16(d) as shown on the latest Annual Debt Statement.	\$
2	Obligations heretofore authorized in excess of debt limitation and pursuant to: (a) N.J.S.A. 40A:2-7(d) \$ (b) N.J.S.A. 40A:2-7(f) (c) N.J.S.A. 40A:2-7(g) \$ Total Total \$	\$0.00
3	Available debt incurring capacity (N.J.S.A. 40A:2-7(f))	\$
4	Obligations about to be authorized pursuant to N.J.S.A. 40A :2-7(f) (If item 3 equals or exceeds item 4, obligations may be authorized)	<u> </u>
	BORROWING POWER AVAILABLE UNDER N.J.S.A. 40A:2-7(g)	
1	Total appropriations made in local unit budget for current fiscal year for payment of obligations of local unit included in Annual Debt Statement or revision thereof last filed as of preceding December 31, 2022	5
2	Less the amount of such obligations which constitute utility and assessment obligations:	\$
3	Excess of item 1 over item 2:	\$0.00
4	Amount raised in the tax levy of the current fiscal year by the local unit for the payment of bonds or notes of any school district	\$
5	Amount equal to 2/3 of the sum of item 3 and item 4	\$0.00
6	(a) Amount of obligations heretofore authorized under N.J.S.A. 40A:2-7(g) in current fiscal year\$	
	(b) Amount of authorizations included in 6(a) which were heretofore repealed	
	(c) Excess of item 6(a) over item 6(b)	\$0.00
7	Excess of item 5 over item 6(c)	\$0.00
8	Obligations about to be authorized	<u>S</u>
9	Borrowing capacity still remaining after proposed authorization	\$0.00

(item 7 less item 8) (If item 7 equals or exceeds item 8, obligations may be authorized)

ORDINANCE #23-14

BOND ORDINANCE TO AUTHORIZE THE MAKING OF VARIOUS PUBLIC IMPROVEMENTS IN, BY AND FOR THE BOROUGH OF ALLENDALE, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$4,200,000 TO PAY THE COST THEREOF, TO MAKE A DOWN PAYMENT OR FULLY FUND AN APPROPRIATION FROM THE CAPITAL IMPROVEMENT FUND, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS.

BE IT ORDAINED by the Borough Council of the Borough of Allendale, in the County of Bergen, State of New Jersey, as follows:

Section 1. The Borough of Allendale, in the County of Bergen, State of New Jersey (the "Borough") is hereby authorized to make various public improvements in, by and for said Borough, as more particularly described in Section 4 hereof. The cost of the improvements includes all work, materials and appurtenances necessary and suitable therefor.

Section 2. There is hereby appropriated to the payment of the cost of making the improvements described in Sections 1 and 4 hereof (hereinafter referred to as "purposes"), the respective amounts of money hereinafter stated as the appropriation for said respective purposes. Said appropriation shall be met from the proceeds of the sale of the bonds authorized and the Capital Improvement Fund moneys (either to make a down payment or to fully fund an appropriation) appropriated by this ordinance. Said improvements shall be made as general improvements and no part of the cost thereof shall be assessed against property specially benefited.

ORDINANCE #23-14

Section 3. It is hereby determined and stated that the making of such improvements is not a current expense of said Borough.

Section 4. The several purposes hereby authorized for the financing of which said obligations are to be issued are set forth in the following "Schedule of Improvements, Purposes and Amounts" which schedule also shows (1) the amount of the appropriation and the estimated cost of each such purpose, and (2) the amount of each sum which is to be provided by the appropriation from the Capital Improvement Fund hereinafter made to either fully fund the appropriation or to provide a down payment, and (3) the estimated maximum amount of bonds and notes to be issued for each such purpose, and (4) the period of usefulness of each such purpose, according to its reasonable life, computed from the date of said bonds:

SCHEDULE OF IMPROVEMENTS, PURPOSES AND AMOUNTS

A. Supplemental funding for the construction of a Community Center on Crescent Avenue, including the acquisition of original furnishings and equipment. It is hereby determined and stated that (A) the Borough has previously provided \$2,000,000 for such purpose in the Reserve for Community Center and (B) said public building to be constructed will be of "Class B" or equivalent construction as defined in Section 22 of the Local Bond Law (Chapter 2 of Title 40A of the New Jersey Statutes Annotated, as amended; the "Local Bond Law").

ORDINANCE #23-14

Appropriation and Estimated Cost	\$4,000,000
Down Payment Appropriated	\$ 210,000
Bonds and Notes Authorized	\$3,790,000
Period of Usefulness	30 years

B. Rehabilitation of the Crestwood Lake Concession Stand.

Appropriation and Estimated Cost		\$	200,000
Capital Improvement Fund Appropriated		\$	200,000
Period of Usefulness		15	years

Aggregate Appropriation and Estimated Cost	\$4,200,000
Aggregate Capital Improvement Fund	
Appropriated either as a Down Payment	
or to Fully Fund an Appropriation	\$ 410,000
Aggregate Amount of Bonds and Notes Authorized	\$3,790,000

Section 5. The cost of such purposes, as hereinbefore stated, includes the aggregate amount of \$150,000 which is estimated to be necessary to finance the cost of such purposes, including architect's fees, accounting, engineering and inspection costs, legal expenses and other expenses, including interest on such obligations to the extent permitted by Section 20 of the Local Bond Law.

Section 6. It is hereby determined and stated that moneys exceeding \$410,000, appropriated for down payments on capital improvements or for the capital improvement fund in budgets heretofore adopted for said Borough, are now available to finance said purposes.

ORDINANCE #23-14

The sum of \$410,000 is hereby appropriated from such moneys to the payment of the cost of said purposes.

Section 7. To finance said purposes, bonds of said Borough of an aggregate principal amount not exceeding \$3,790,000 are hereby authorized to be issued pursuant to the Local Bond Law. Said bonds shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law. All matters with respect to said bonds not determined by this ordinance shall be determined by resolutions to be hereafter adopted.

Section 8. To finance said purposes, bond anticipation notes of said Borough of an aggregate principal amount not exceeding \$3,790,000 are hereby authorized to be issued pursuant to the Local Bond Law in anticipation of the issuance of said bonds. In the event that bonds are issued pursuant to this ordinance, the aggregate amount of notes hereby authorized to be issued shall be reduced by an amount equal to the principal amount of the bonds so issued. If the aggregate amount of outstanding bonds and notes issued pursuant to this ordinance shall at any time exceed the sum first mentioned in this section, the moneys raised by the issuance of said bonds shall, to not less than the amount of such excess, be applied to the payment of such notes then outstanding.

ORDINANCE #23-14

Section 9. Each bond anticipation note issued pursuant to this ordinance shall be dated on or about the date of its issuance and shall be payable not more than one year from its date, shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law and may be renewed from time to time pursuant to and within limitations prescribed by the Local Bond Law. Each of said bond anticipation notes shall be signed by the Mayor and by a financial officer and shall be under the seal of said Borough and attested by the Borough Clerk or Deputy Borough Clerk. Said officers are hereby authorized to execute said notes in such form as they may adopt in conformity with law. The power to determine any matters with respect to said notes, is hereby delegated to the Chief Financial Officer who is hereby authorized to sell said notes either at one time or from time to time in the manner provided by law.

Section 10. It is hereby determined and declared that the period of usefulness of the purpose to be financed with bonds or notes, according to its reasonable life, is a period of 30 years computed from the date of said bonds.

ORDINANCE #23-14

Section 11. It is hereby determined and stated that the Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the office of the Borough Clerk of said Borough, and that such statement so filed shows that the gross debt of said Borough, as defined in Section 43 of the Local Bond Law, is increased by this ordinance by \$3,790,000 and that the issuance of the bonds and notes authorized by this ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 12. Any funds received from private parties, the County of Bergen, the State of New Jersey or any of their agencies or any funds received from the United States of America or any of its agencies in aid of such purposes, shall be applied to the payment of the cost of such purposes, or, if bond anticipation notes have been issued, to the payment of the bond anticipation notes, and the amount of bonds authorized for such purposes shall be reduced accordingly.

Section 13. The Borough intends to issue the bonds or notes to finance the cost of the improvement described in Section 4.A of this bond ordinance. If the Borough incurs such costs prior to the issuance of the bonds or notes, the Borough hereby states its reasonable expectation to reimburse itself for such expenditures with the proceeds of such bonds or notes in the maximum principal amount of bonds or notes authorized by this bond ordinance.

ORDINANCE #23-14

Section 14. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this ordinance. Said obligations shall be direct, unlimited and general obligations of the Borough, and the Borough shall levy ad valorem taxes upon all the taxable real property within the Borough for the payment of the principal of and interest on such bonds and notes, without limitation as to rate or amount.

Section 15. The capital budget is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency therewith and the resolutions promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, is on file with the Borough Clerk and is available for public inspection.

Section 16. This ordinance shall take effect twenty days after the first publication thereof after final passage.

ORDINANCE #23-14

BOND ORDINANCE TO AUTHORIZE THE MAKING OF VARIOUS PUBLIC IMPROVEMENTS IN, BY AND FOR THE BOROUGH OF ALLENDALE, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$4,200,000 TO PAY THE COST THEREOF, TO MAKE A DOWN PAYMENT OR FULLY FUND AN APPROPRIATION FROM THE CAPITAL IMPROVEMENT FUND, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS.

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

I hereby certify the above to be a true copy of an Ordinance introduced by the Governing Body of the Borough of Allendale on October 12, 2023.

ORDINANCE #23-15

AN ORDINANCE TO AMEND AND SUPPLEMENT THE CODE OF THE BOROUGH OF ALLENDALE TO ADD TO CHAPTER 199 A NEW §199-14.1, ENTITLED PLANTING OR GROWING BAMBOO WITHIN THE BOROUGH

BE IT ORDAINED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Chapter 199 of the Code of the Borough of Allendale (the "Code"), be and hereby is amended and supplemented to add a new §199-14.1 as set forth hereinbelow:

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

Section 1. The Code be and is amended and supplemented to add to Chapter 199 of the Code, a new §199-14.1 entitled <u>Planting or Growing Bamboo within the Borough</u>, to read as follows:

Chapter 199-14.1 Planting or Growing Bamboo within the Borough

§ 199-14.1 Purpose and Intent

The purpose of this Ordinance is to preserve and protect private and public property from the damaging spread of running bamboo grasses and to protect indigenous plants and the wildlife they support from the invasive spread of such bamboo from any neighboring property line.

§ 199-14.2 Definitions

A. Running Bamboo – Any monopodial (running) woody grass from the genera of bamboos including, but not limited to, Bambusa, Phyllostachys and Pseudosasa, as well as common bamboo, golden bamboo and arrow bamboo.

B. Running Bamboo Property Owner(s) – Any property owner(s) or tenant(s) who has Running Bamboo on their property, even if the Running Bamboo has spread onto their property from an adjoining property.

C. Buffer Zone – A distance of at least 10 feet from any lane, street or road, whether public or private, or from any neighboring property.

D. Borough – The Borough of Allendale, Bergen Bounty, New Jersey.

ORDINANCE #23-15

E. Notice – Any written notice by, from or on behalf of the Borough, (1) notifying the Running Bamboo Property Owner(s) that they are in violation of this Ordinance and (2) directing them to cure or fix the violation within sixty (60) days. Such Notice shall be sent by certified mail, return receipt requested, addressed to the owner(s) listed on the current tax address on file with the Borough or personally-served on the property owner or tenant. A copy of the Notice may also be posted on the property in question.

F. Receipt of Notice – Receipt of the Notice shall be the date of mailing the Notice, or, if applicable, the date of personally serving or posting of the Notice on the property in question, whichever is earlier.

§ 199-14.3 No Planting of Running Bamboo

A. The planting of Running Bamboo is prohibited in the Borough.

B. Any existing Running Bamboo may not be replanted or replaced after having died or been removed.

C. Any person who plants or replants Running Bamboo within the Borough after the effective date of this Ordinance shall be in violation of this Ordinance and shall be subject to the penalties set forth herein, subject to the following exceptions:

(1) The root system of such Running Bamboo is entirely contained within an above ground planter and located so as to entirely prevent the spread or growth of the bamboo plants' root system beyond the container in which it is planted; or

(2) The root system is contained within a barrier, constructed in accordance with the following specifications:

a. The barrier itself shall be composed of a high-density polypropylene or polyethylene, with a minimum thickness of 40 mm;

b. Each portion of the barrier shall be joined together by the use of stainless steel strips or clamps;

c. The barrier shall be a minimum of 30 inches deep, with 2-3 inches of the barrier protruding above ground level around the entire perimeter of the Running Bamboo; and

d. When installed, the barrier shall slant outward from the bottom to top.

ORDINANCE #23-15

(3) Whether planted or growing in a container, as described herein, all Running Bamboo plants shall be located, trimmed and maintained so that no part of the plant shall be closer than 10 feet from any property line.

§ 199-14.4 Regulation of and Limitations on Existing Running Bamboo

A. Any Running Bamboo already in existence on any property within the Borough as of the effective date of this Ordinance may remain on such property, provided however, that the Running Bamboo shall not be permitted to exist within any Buffer Zone.

B. Running Bamboo Property Owner(s) shall take all necessary measures to ensure that any Running Bamboo on their property does not exist within any Buffer Zone. Such measures shall include, but are not limited to, cutting down Running Bamboo existing in the Buffer Zone and physically removing the Rhizomes and, if Running Bamboo is permitted to remain outside the Buffer Zone, installing sheathing comprised of metal or other impenetrable material and placed no less than 10 feet from the property line at a sufficient depth to prevent any growth of Running Bamboo with any Buffer Zone. Under no circumstances shall poisons or chemicals be used to kill, control or remove the Rhizomes.

C. This Ordinance shall not be deemed to alter any rights at common law or otherwise that any property owner may have to recover the cost of removal of Running Bamboo on their own property from another property owner from whose property the Running Bamboo has spread.

§ 199-14.5 Enforcement

This Chapter shall be enforceable by the Property Maintenance Officer and shall apply to all properties and premises within the Borough.

§ 199-14-6 Violations and Penalties

A. Whenever Running Bamboo is found planted in the ground or otherwise on any property or premises in the Borough in violation of this Chapter, a Notice shall be given to the Running Bamboo Property Owner to abate the violation within sixty (60) days of such owner's Receipt of Notice.

B. The cost of the abatement shall be borne by the Running Bamboo Property Owner.

C. If the Running Bamboo Property Owner fails to comply with the Notice within the 60day period, the Property Maintenance Officer may remove or otherwise control the invasive plant species and the Borough may thereafter recover the cost of such removal from the Running Bamboo Property Owner and place a lien on the property to recover the cost of the removal.

ORDINANCE #23-15

D. Any person violating any of the provisions of this Ordinance who fails to abate the violation within sixty (60) days of such person's Receipt of Notice shall be subject to the following penalties:

(1) A fine, not to exceed \$1,000.00 plus the costs of prosecution, for each day on which a violation continues, and for which the property owners has been found guilty.

(2) Each day on which the violation continues shall constitute a separate offense under this Ordinance.

Section 2. Each section of this Ordinance and every subsection hereof shall be deemed independent, separate and distinct from all other sections, and the holding of any section or a part hereof to be unconstitutional, void, or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other section or part hereof, and to this end, the provisions of this Ordinance are hereby declared severable.

Section 3. In the event of any inconsistencies between the provisions of this Ordinance and any prior Borough ordinances, the provisions hereof shall be determined to govern.

Section 4. This Ordinance shall take effect upon passage and publication as required by law.

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

I hereby certify the above to be a true copy of an Ordinance introduced by the Governing Body of the Borough of Allendale on October 12, 2023.

BOROUGH OF ALLENDALE COUNTY OF BERGEN STATE OF NEW JERSEY

ORDINANCE #23-16

AN ORDINANCE TO AMEND, SUPPLEMENT AND REVISE THE CODE OF THE BOROUGH OF ALLENDALE, ZONING, CHAPTER 270-33(D)(1)

BE IT ORDAINED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Chapter 270-33(D)(1) of the Code of the Borough of Allendale, be and hereby is amended and revised in its entirety to read as follows:

- D. Maintenance
 - (1) All awnings, canopies or marquees shall be maintained in a clean and neat-appearing condition, and such maintenance, where applicable, shall include (i) regular cleaning, which cleaning should include power-washing to remove mildew, dirt, bird droppings, mold stains and other such substances; and (ii) removal and repainting of any chipped or blistered paint or replacement of fabric or material which is cracked, torn, ripped or otherwise disintegrating.

BE IT FURTHER ORDAINED that, except as modified herein, all other provisions of Chapter 270 shall remain in full force and effect as previously adopted.

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

I hereby certify the above to be a true copy of an Ordinance introduced by the Governing Body of the Borough of Allendale on October 12, 2023.

DATE: 10/12/2023

RESOLUTION# 23-223

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

APPROVAL OF DATE CHANGE OF MAYOR & COUNCIL MEETING FOR THE MONTH OF NOVEMBER 2023

WHEREAS, the meeting dates of the Mayor and Council for 2023 were adopted at the Reorganization meeting of January 5, 2023; and

WHEREAS, there is a need to change the original adopted meeting date of November 16, 2023 Work and Regular combined meeting; and

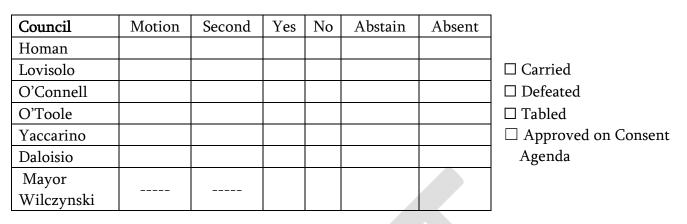
WHEREAS, the new meeting date is November 9, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body that the Mayor and Council Work and Regular combined meeting date of November 16, 2023 has been changed to November 9, 2023, and that notice of this Resolution upon adoption be posted on the bulletin board in the Municipal Building, posted on our borough website, emailed at no cost to The Record, Star Ledger and the Ridgewood News, and filed in the Office of the Borough Clerk. Official action may be taken.

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>October 12, 2023</u>.

DATE: 10/12/2023

RESOLUTION# 23-224



APPROVAL OF 2023/2024 AGREEMENT CONCERNING THE HIRING AND PLACEMENT OF TWO CLASS III SPECIAL LAW ENFORCEMENT OFFICERS FOR THE ALLENDALE SCHOOL DISTRICT

WHEREAS, the Mayor and Council of the Borough of Allendale (the "Borough") has determined that it is in the best interests of Allendale, The Allendale School District (the "District") Board of Education (the "Board"), and the community at large, to provide for the appointment of two (2) Class III Special Law Enforcement Officers ("SLEO") at the Allendale School District 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) SLEO 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 Allendale School District Board of Education for two (2) Class III Special Law Enforcement Officers at the Allendale School District 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 <u>October 12, 2023</u>.

AGREEMENT

CONCERNING THE HIRING AND PLACEMENT OF SPECIAL LAW ENFORCEMENT OFFICER III IN

THE ALLENDALE SCHOOL DISTRICT

BY AND BETWEEN

THE BOROUGH OF ALLENDALE

AND

THE ALLENDALE 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 Allendale 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 Brookside and Hillside Schools; 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 the Allendale School District, as specified under the following terms and conditions:

- <u>Rate of pay</u>. The rate of pay paid by the Borough for the SLEO III shall be \$35.00 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) <u>Classification of SLEO III</u>. 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) <u>Reimbursement/Payment requirements</u>.

- 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;
 - 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 the Allendale School District 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) <u>Vetting of officers</u>. The vetting process for the SLEO III hired by the Borough and assigned to the Allendale School District 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 the Allendale School District Superintendent determines that the SLEO III hired by the Borough and assigned to the Allendale School District 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) <u>Policies and procedures</u>. 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) <u>Assignment and duties</u>. Assignment and daily duties at the Allendale School District 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) <u>Training.</u> 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) <u>Uniforms and equipment</u>. 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) <u>Insurance</u>. 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) <u>Term of agreement</u>. 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) <u>Modifications in Writing</u>. 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) <u>Failure to Exercise Rights</u>. 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) <u>Assignment</u>. There shall be no assignment of this Agreement by any party hereto.
- 14) <u>Captions.</u> 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) <u>Severability</u>. 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) <u>Counterparts</u>. 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) <u>Reservation</u>. 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) <u>Entire Agreement</u>. 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

BOROUGH OF ALLENDALE

Borough Clerk

Date _____

Amy E. Wilczynski

Mayor

WITNESS

ALLENDALE SCHOOL DISTRICT

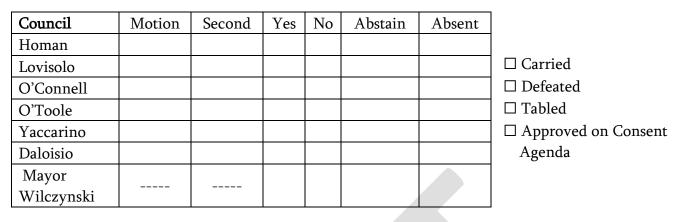
Maria Engeleit Business Administrator

Date _____

Michael J. Barcadepone, Ed. D. Superintendent

DATE: 10/12/2023

RESOLUTION# 23-225



AUTHORIZE AGREEMENT FOR PROFESSIONAL SERVICES NEGLIA ENGINEERING ASSOCIATES STREETSCAPE & LIGHTING IMPROVEMENTS MA-2022/2023 WEST ALLENDALE AVENUE STREETSCAPE

WHEREAS, the Borough requires surveying and engineering services for Streetscape & Lighting Improvements, MA-2022 West Allendale Avenue Streetscape Phase V, Westerly Portion of De Mercurio Drive, Park Avenue and West Allendale Avenue to Central Avenue; and

WHEREAS, the Borough requires surveying and engineering services for Streetscape & Lighting Improvements, MA-2023 West Allendale Avenue Streetscape, Phase VI, West Allendale Avenue to Central Avenue/Myrtle Avenue Intersection in the Borough of Allendale, Bergen County New Jersey; and

WHEREAS, Neglia Engineering Associates has submitted a proposal for such services dated January 31, 2023 (revised October 2, 2023); and

WHEREAS, Neglia Engineering Associates is duly qualified and is available to perform such services; and

WHEREAS, the Chief Financial Officer has attached hereto a Certification pursuant to <u>N.J.A.C.</u> 5:30-5.4 that adequate funds will be available to pay for the Contract.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body that it does hereby award a Contract to Neglia Engineering Associates, 34 Park Avenue, Lyndhurst, New Jersey 07071 for a lump sum basis in the amount of \$25,052.00 representing Phase I – Professional Engineering & Surveying Services and on a material basis for \$750.00 for Phase II – Reimbursable Expenses (see Conditions and Exclusions in attached agreement); and

BE IT FURTHER RESOLVED, that the Director of Operations and Municipal Clerk are authorized to sign the proposal or an appropriate agreement to reflect these 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>October 12, 2023</u>.



AGREEMENT FOR PROFESSIONAL SERVICES

DATE:	January 31, 2023
REVISED:	October 2, 2023
то:	Mayor & Council
	Borough of Allendale
	500 W. Crescent Avenue, Allendale, New Jersey 07401
CC:	Ron Kistner, Administrative Officer, Director of Operations DPW (ronkistner@Allendalenj.gov)
FROM:	David Juzmeski, P.E., P.P., Principal
RE:	Streetscape and Lighting Improvements
	MA-2022 - West Allendale Avenue Streetscape – Phase V – Westerly Portion of De Mercurio Drive,
	Park Avenue, and West Allendale Avenue to Central Avenue
	MA-2023 - West Allendale Avenue Streetscape – Phase VI - West Allendale Avenue to Central
	Avenue/Myrtle Avenue Intersection
	Borough of Allendale, Bergen County, New Jersey

The Neglia Group has received the following request to provide Surveying and Engineering Services for the above referenced project.

Description of Services

See attached Scope of Services.

Requested By: Borough of Allendale

This agreement, when approved by the Borough of Allendale will be completed as follows:

- 1. On a lump sum basis for a cost of Twenty-Five Thousand Fifty-Two Dollars and Zero Cents (\$25,052.00) representing Phase I Professional Engineering & Surveying Services.
- 2. On a material basis for a cost of Seven Hundred Fifty Dollars (\$750.00) for Phase II Reimbursable Expenses (See Conditions and Exclusions).

This document constitutes an agreement for services that will be provided subject to the attached Standard Terms and Conditions. Please sign and date this agreement and return to our office to serve as our notice to proceed or provide a resolution of approval which accepts the terms of this proposal.

I. BACKGROUND

LYNDHURST

34 Park Avenue PO Box 426 Lyndhurst, NJ 07071 p. 201.939.8805 f. 201.939.0846

MOUNTAINSIDE

200 Central Avenue Suite 102 Mountainside, NJ 07092 p. 201.939 8805 f. 732.943 7249



The Neglia Group understands that the Borough of Allendale proposes to continue their streetscape improvements on West Allendale Avenue utilizing Municipal Aid Grants obtained from the NJDOT in 2022 and 2023. The Borough proposes to reconstruct the entire streetscape including the complete removal and replacement of conduit, wiring, foundations, pull boxes, poles, light fixtures, and plant brackets. The proposed improvements will include the full removal and replacement of existing streetscape pavers and curbing up to the storefronts. The Borough receive a grant in the amount of \$236,000.00 for MA22-Phase V and \$316,034.00 for MA23-Phase VI.

II. SCOPE OF SERVICES AND BUDGET

Phase I - Surveying & Engineering Services:

A. Partial Topographic Survey

We will prepare an on-ground partial topographic survey within the right-of-way limits of West Allendale Avenue, Central Avenue, De Mercurio Drive and Myrtle Avenue, in the Borough of Allendale, Bergen County, New Jersey. This survey will include obtaining and showing physical features between the curbline and the right-of-way, on both sides of the roadway. This scope excludes features within the roadway limits.

This scope will include location of building facades, door openings (with floor elevations), steps, walks, paved areas, curbs, utility structures, parking meters, trees, landscape areas, etc. This survey will include one-foot contours and spot elevations as needed to define high points, low points, etc.

B. Utility Information

Any accessible aboveground utilities including manholes, catch basins, inlets and/or valve locations will be shown within the limits described above. Underground information is excluded from this scope.

C. General Information

Neglia shall prepare these surveys in accordance with the rules and regulations of the New Jersey State Board of Professional Engineers and Land Surveyors (NJAC 13:40-5.1). Horizontal datum will be based on New Jersey Plane Coordinate System North American Datum (NAD) 1983. Elevations will be based on North American Vertical Datum (NAVD) 1988.

D. Engineering Design

The Neglia Group will perform the following engineering design services as they relate to the above streetscape improvements:

- 1. Design ADA Compliant Ramps;
- 2. Prepare a Detailed Streetscape Layout Incorporating Storefront Impacts;
- 3. Prepare Streetscape Construction Details for all Proposed Improvements;
- 4. No Tree Grates will be Proposed (as previously requested by the Borough);
- No Tree Removal will be Included within the Bid Documents (Trees to be Removed by the Borough as previously confirmed by the Borough);
- 6. Zelkova Trees to be Included in Streetscape Design or other Non-Berry producing White Flowering Tree;



7. Grey ADA Detectable Warning Surfaces in lieu of Standard Red;

8. Provide trash receptacles with Cover (Not the Dome Style) - Dumor Model 438 or 474;

9. 3-Color Blended Herringbone Pavers;

- 10. Prepare a Phasing Plan (Base Bid w/ Alternates), based upon available funding;
- 11. Prepare a Final Estimate of the Construction Costs.

Phase II - Reimbursable Expenses:

Reimbursable expenses will be required for this project. They include but are not limited to reproductions for public bidding, municipal and regulatory review submittals, express mailings, mileage, and courier service. We have provided an estimated budget for reimbursable expenses for this project which are inclusive to the anticipated grand total project budget as illustrated on page one of this proposal. If additional reimbursable expenses are required, we will invoice the Borough on an as needed basis without further authorization required.

III. DELIVERABLES

Deliverable associated with the design phase of the project will include a submission of signed / sealed construction documents to the Borough of Allendale and the NJDOT prior to bid.

IV. ANTICIPATED TIME FRAME

The Neglia Group is prepared to begin upon receipt of a signed copy of this agreement and the General Conditions. The design plans will be completed in approximately <u>3-4 weeks</u> from the receipt of the signed copy and authorization of this proposal.

V. PAYMENTS AND COST OF SERVICES

Invoices will be submitted to your attention on a monthly basis to monitor the progress of the project.

VI. CONDITIONS AND EXCLUSIONS

This proposal does not include any other site / civil design aspects other than those design items mentioned above. It assumes that off-site utility work / design will not be required for the project and that off-site utilities have sufficient capacity. The proposal does not include any survey and off-site survey, wetland delineation and wetland surveying services, construction stakeout or construction management service, as-built survey work and / or subdivision plat preparation unless otherwise included within the Scope of Services section of this proposal.

This proposal does not include the structural design of retaining walls, bridges, culverts, or any other proposed modified structure not mentioned within the scope unless specifically mentioned above. It also does not include irrigation design and plans unless specifically mentioned above.

This proposal does not include a geotechnical engineering studies / services which include but is not limited to soil borings, test pits and percolation tests, phase one audit, environmental impact statement or assessment, threatened and endangered species studies, flood studies, foundation design, professional planning services, Phase I and Phase II environmental investigations / studies, archeological studies, buoyancy calculations, visual impact assessment, underground garage structure design, environmental remediation, mitigation, UST



remediation, asbestos removal, septic system design, holding tank design, pump station design, or other environmental concerns. This proposal does not include air quality studies or glare and noise studies. This proposal does not include any permitting other than those permits mentioned above. In addition, this proposal does not included fire flow test and / or study, any traffic / transportation studies, planning studies and / or testimony, and NJDOT permitting unless otherwise mentioned within the Scope of Services section of this proposal. Meeting time is portal to portal. The proposal has been prepared assuming that your project attorney will prepare all applications excluding those listed above.

Any deviation from the scope of work outlined in this proposal once the detailed engineering work has commenced will be immediately brought to your attention and a separate budget will be provided to you. In addition, revisions to the plans based on input received from public agencies, officials, adjacent property owners, your office, etc. through the course of the project are unforeseen and the extent is outside of our control. Revisions are also generated from input by the project team and possibly your construction manager. For this reason, revisions will not be completed unless a change order contract is reviewed and approved. In addition, Neglia cannot guarantee the approval of any submitted application or package to review agencies or municipal boards.

Reimbursable expenses will be required for this project. They include but are not limited to reproductions for the municipal and regulatory review submittals, express mailings, mileage, and courier service. We have not provided a budget for reimbursable expenses for this project. For this reason, they are in addition to the lump sum illustrated on page one of this proposal. We will invoice your office on an as needed basis without further authorization required. Should any sub-consultants be required for this project, Neglia will invoice your office at cost plus ten percent. The ten percent cost adjustment has been provided as a maintenance, overhead, and profit fee for the hired sub-consultant. Please be aware that detailed invoices for reimbursable expenses will not be provided but are available if request. All filing, review, processing, and application fees will be provided by your office.

NEA shall assume no liability for the existence of any hazardous or toxic material (chemical or waste) or any other type of environmental hazard or pollution associated with Client's property or operation, or for any release or discharge or such material which may occur during the performance of the Scope of Work. It is understood that in performing the Scope of Work NEA neither creates nor contributes to the creation of hazardous or toxic material (chemical or waste) or any other type of environmental hazard or pollution.

VII. GENERAL TERMS AND CONDITIONS

ARTICLE I - METHOD OF CHARGING AND PAYMENT CONDITIONS: Compensation for the engineering and related Services ("Services") to be provided by the Neglia Group ("Neglia") shall be based on the Schedule of Fees and Charges identified in the Proposal. Neglia periodically shall submit invoices to the Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall so notify Neglia in writing of the same within fifteen (15) days from date of invoice, give reasons for the objection, and pay that portion of invoice not in dispute. Client shall pay an additional charge of one and one-half percent (1 1/2%) of the amount of the invoice per month for any payment received by Neglia more than thirty (30) days from the date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by Neglia against Client for invoice amounts not paid, Attorneys' Fees, Court Costs, and other related expense shall be paid to the prevailing party by the other party.



ARTICLE II - PROFESSIONAL RESPONSIBILITY: Neglia represents that Services shall be performed, within the limits prescribed by Client, in accordance with the 'Scope of Services' contained in the Proposal and in a manner consistent with that level of care and skill ordinarily exercised by other comparable professional engineering firms under similar circumstances at the time the Services are performed. No other representations to Client, expressed or implied, and no warranty or guarantee is included or intended, hereunder, or in any report, opinion, document, or otherwise.

ARTICLE III - LIMITATIONS OF LIABILITY: The liability of Neglia, its employees, agents, and subcontractors (hereinafter for purposes of this Article III referred to collectively as "Neglia"), for Client's claims of loss, injury, death, damage or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third party claims relating to the Services or to obligations imposed, hereunder, (hereinafter, "Client's Claims") shall not exceed the aggregate: (1) the total sum of Neglia's fee or \$ 50,000.00, whichever is greater, for Client's Claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract; or (2) the total sum of \$ 250,000 for Client's Claims arising out of negligence, or other causes for which Neglia has any legal liability, other than as described in (1) above.

In no event shall either Neglia or Client be liable for consequential or indirect damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

ARTICLE IV - INDEMNIFICATION: If any claim is brought against Neglia, its employees, agents or subcontractors (hereinafter for purpose of this Article IV referred to collectively as "Neglia") and/or Client by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of Neglia and Client, subject to the limitations of liability under Article III above, shall be determined as follows: (1) if any negligence, breach of contract, or willful misconduct of Neglia caused any damage, injury or loss claimed by the third party, then Neglia and Client shall each indemnify the other against any loss of judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors); and (2) unless Neglia was guilty of negligence, breach of contract, or willful misconduct which in whole or in part caused damage, injury or loss asserted in the third party claim, Client shall indemnify Neglia against the claim, liability, loss, legal fees, consulting fees and other costs of defense reasonably incurred.

ARTICLE V - INSURANCE: Neglia agrees to maintain (1) Statutory Workers' Compensation; and (2) Comprehensive General and Automobile Insurance Coverage in the sum of not less than \$ 1,000,000.

ARTICLE VI - FORCE MAJEURE: Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or events shall include, but not be limited to, unusual weather affecting performance of the Services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment or material for the Services. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties and to resume as soon as reasonably possible the normal pursuit of the Services.

ARTICLE VII - TERMINATION AND SUSPENSION OF WORK: The obligation to provide further Services under this



Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Neglia shall be paid for all services rendered up to and including the date of termination. The parties agree that Neglia may elect to suspend providing services under this Agreement if payment of any invoice is not made within thirty (30) days of the date of the invoice as provided in Article I. In the event that the termination was initiated by the Client, Client agrees to pay Neglia an additional ten percent (10%) of the total fee earned by Neglia.

ARTICLE VIII - REUSE OF DOCUMENTS: All documents, including Drawings and Specifications prepared by Neglia pursuant to this Agreement, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse, without written verification of adaptation by Neglia for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Neglia; and Client shall indemnify and hold harmless Neglia from all claims, damages, losses and expenses including Attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle Neglia to further compensation at rates to be agreed upon by Client and Neglia.

ARTICLE IX - CONTROLLING LAW: Any element of this Agreement later held to violate a law or regulation, or whose insurability cannot be confirmed by design professional, shall be deemed void, and all remaining provisions shall continue in force. However, client and design professional will in good faith attempt to replace any such voided element with one that is enforceable and/or insurable, and which comes as close as possible to expressing the intent of the original provision.

ARTICLE X - SUCCESSORS AND ASSIGNS: Client and Neglia each bind themselves and their Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives to the other party to this Agreement and to the Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement. Neither Client nor Neglia shall assign, sublet, or transfer any rights under, or interest in, this Agreement without the written consent of the other party, except as set forth below. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Neglia from employing such independent consultants, associates, and subcontractors, as it may deem appropriate, to assist in its performance of services, hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Neglia.

ARTICLE XI - ARBITRATION: All claims, counterclaims, disputes and other matters in question between the parties, hereto arising out of or relating to this Agreement or the breach thereof, will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statue of limitations.

All demands for arbitration and all answering statements thereto, which include any monetary claim, must contain a



statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$ 200,000.00 (exclusive of interest and costs.) The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$ 200,000.00 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$ 200,000.00 (exclusive of interest and costs.)

No arbitration arising out of, or relating to, this Agreement, may include, by consolidation, joinder, or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered upon it in any court having jurisdiction thereof.

GENERAL TERMS

- Client agrees to assist the Neglia Group (Neglia), by placing to Neglia disposal, all available information pertinent to the Project including previous reports, maps, deeds, surveys, easement descriptions and any other data relative to design or construction of the Project.
- 2. Client will arrange for access to and make all provisions for Neglia to enter upon public and private property, as required for Neglia to perform services.
- 3. Client shall be responsible for such legal services as Client may require or Neglia may reasonably request with regard to legal issues pertaining to the Project.
- 4. In any dispute involving the accuracy of surveying services, Neglia will have no liability to anyone if referenced points set by NEA have not been preserved. Neglia field notes will govern in any dispute.
- 5. Client understands that Neglia cannot, and does not, assure favorable action or timely action by any governmental entity.
- 6. Client agrees that any work not specifically included in this proposal or work beyond the scope of this proposal will be classified as extra work. If additional services are required from Neglia by the Client, fees for such services will be incurred on the basis of either time and material or on terms that the parties mutually agree upon. Neglia will provide the client with an estimate of the amount anticipated for the extra, prior to commencing any extra work.
- Suspension of work on this project in excess of 60 days (if directed by Client) will cause Neglia to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to Neglia <u>before</u> such work resumes. The fee for uncompleted portions of the work is subject to re-negotiation after a suspension period of 120 days.
- 8. The individual(s) executing this contract, if acting on behalf of a municipality, municipal authority, corporation, or funding agency, represent that they have the authority to do so.
- 9. This proposal is good for sixty (60) days from the submission date.
- 10. This proposal is subject to a six (6%) percent annual inflation adjustment every January 1st.



The person signing below has read and understood all of the provisions of this agreement and represents and warrants that they are authorized to sign this agreement on behalf of **Borough of Allendale**. Please sign one copy of this proposal and return same to this office.

Thank you for affording us the opportunity to be of service. We look forward to working with you on this project. Please call if there are any questions, or if we can be of further assistance.

Very truly yours, The Neglia Group

David Juzmeski, P.E., P.P. Principal

Attachments: Year 2023 Municipal Rates

Accepted this	day of	2023

By:____

. _

Title:_____

DATE: 10/12/2023

RESOLUTION# 23-226

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

AWARD CONTRACT FOR THE ALLENDALE COMMUNITY CENTER

WHEREAS, sealed bids were received for the project known as The Allendale Community Center, which bids were received on September 12, 2023; and

WHEREAS, seven (7) bids were received; and

WHEREAS, the bids have been reviewed, and

WHEREAS, the bid of Dinallo Construction Corporation is the lowest qualified, responsible, responsive bidder meeting the bid specifications; and

WHEREAS, the Chief Financial Officer has attached hereto a Certification that adequate funds are duly budgeted to pay for the contract for The Allendale Community Center.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body that it hereby does award a contract for The Allendale Community Center to Dinallo Construction Corporation of Wood-Ridge, New Jersey in the amount of \$5,150,000.00.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are authorized to sign a contract with Dinallo Construction Corporation following legal review, in substantially the form attached to the bid documents.

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>October 12, 2023</u>.

Linda Louise Cervino, RMC Municipal Clerk

DATE: 10/12/2023

RESOLUTION# 23-227

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

DONATION OF CRESTWOOD LAKE SEASON PASS TO ARCHER NURSERY SCHOOL

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 donation of a family (parents and children) Crestwood Lake 2024 Season Pass to the Archer Nursery School.

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>October 12, 2023</u>.

DATE: 10/12/2023

RESOLUTION# 23-228

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan							
Lovisolo							\Box Carried
O'Connell							□ Defeated
O'Toole							□ Tabled
Yaccarino							□ Approve
Daloisio							Agenda
Mayor							
Wilczynski							

l Defeated l Tabled l Approved on Consent Agenda

APPROVAL OF LETTER AGREEMENT BETWEEN BOROUGH OF ALLENDALE AND HAMPSHIRE ALLENDALE MF URBAN RENEWAL, LLC

WHEREAS, the Borough of Allendale ("Allendale") and Hampshire Venture Partners, LLC ("Hampshire") have previously entered into an agreement dated December 28, 2018 setting forth terms and conditions for Hampshire's purchase from Allendale of certain real property (the "Agreement") commonly known as 220 West Crescent Avenue and 230 West Crescent Avenue, Allendale, New Jersey (the "Property"); and

WHEREAS, Allendale and Hampshire thereafter entered into an Amended and Restated Agreement of Purchase of Real Estate dated July 9, 2020 setting forth additional terms and agreements regarding the purchase by Hampshire of the Property (the "Amended Agreement"); and

WHEREAS, Allendale, Hampshire and Hampshire Allendale MF Urban Renewal, LLC ("Hampshire MF") thereafter entered into a First Amendment to the Amended Agreement dated May 13, 2021 (the "First Amendment") setting forth additional terms and agreements regarding the purchase by Hampshire of the Property; and

WHEREAS, Allendale, Hampshire and Hampshire MF thereafter entered into a Second Amendment to the Amended Agreement dated December 28, 2022 (the "Second Amendment") setting forth additional terms and agreements regarding the purchase by Hampshire of the Property; and

WHEREAS, Allendale, Hampshire and Hampshire MF have engaged in ongoing negotiations to discuss and agree upon additional terms and conditions regarding that part of the Property referred to as Lot 20.02, Block 105, in addition to those set forth in the Agreement, the Amended Agreement, the First Amendment and the Second Amendment; and

DATE: 10/12/2023

RESOLUTION# 23-228

WHEREAS, Allendale wishes to memorialize its approval of such additional terms and conditions, as reflected in a Letter Agreement (the "Letter Agreement"), the terms of which are incorporated by reference herein; and

WHEREAS, the Chief Financial Officer has attached hereto a Certificate that adequate funds are duly budgeted to pay for the monies set forth in the Letter Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that the Letter Agreement between Allendale and Hampshire MF be and hereby is APPROVED; and

BE IT FURTHER RESOLVED, that the Mayor, the Municipal Clerk, the Borough Attorney and other appropriate Borough Officials are authorized to take all appropriate actions so as to implement this Resolution, including but not limited to, the execution of the Letter Agreement by the Mayor and the Municipal Clerk and the performance of those actions called in for in the Letter Agreement; and

BE IT FURTHER RESOLVED, that the Mayor, the Municipal Clerk, the Chief Financial Officer, and the Borough Attorney and other appropriate Borough Officials are authorized to take all appropriate actions required of the Borough in the Letter Agreement, once the Letter Agreement has been executed by the Mayor.

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>October 12, 2023</u>.

DATE: 10/12/2023

RESOLUTION# 23-229

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

APPROVAL OF OCTOBER 12, 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 October 12, 2023 in the amounts of:

Bill List Numbers	OCTOBER 12, 2023
Current Fund	\$ 1,113,316.16
Payroll Account	354,779.08
General Capital	72,302.89
Animal Fund	6.60
Grant Fund	
COAH/Housing Trust	542.50
Improvement & Beautificati	ion
Unemployment Fund	1,105.57
Trust Fund	1,919.50
Water Operating	
Water Capital	
Total	\$ 1,543,972.30

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>October 12, 2023</u>.



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 October 12, 2023

n altano

Alison Altano Chief Financial Officer

BILL LIST For OCTOBER 12, 2023

CURRENT ACCOUNT

\$ 405.00

\$ 354,779.08

Transfer from Current to Claims 9/21/23	
Camila Tours and Travel LLC - Check# 13442	\$ 405.00

PAYROLL ACCOUNT

Borough of Allendale Payroll Fund, Bank Transfer 9/20/2023		\$ 181,602.60
Salaries and Wages	\$ 167,825.09	
FICA	\$ 11,209.61	
DCRP	\$ 105.13	
LIFE	\$ 105.80	
DISABILITY	\$ 2,356.97	
Borough of Allendale Payroll Fund, Bank Transfer 10/04/2023		\$ 173,176.48
Salaries and Wages		\$ 161,844.91
FICA		\$ 11,059.99
DCRP		\$ 271.58
TOTAL	 	\$ 355,184.08

October 10, 2023 10:29 AM		Borough of Allendale Bill List By Budget Account			Page No: 1
P.O. Type: All Format: Condens Range: 2-First Rcvd Batch Id Rang Vendors: All Department Pag	ed to e: First to Last	rint Alpha, Revenue, & G/L Accounts: Y 3-Last Subtotal CAFR: Yes Subtotal Depa		Held: Y Apr Y State: Y Othe	d: N Paid: N rv: N Rcvd: Y er: Y Exempt: Y e Non-Budgeted: Y
Budget Account Vendor	Description	P.O. Id P.O. Description	Amount	Void Amount	РО Туре
Department: POLICE					******
2-01-25-240-043 T0183 TURN OU	Clothing T UNIFORMS, INC	23-01555 Clothing 2022 - Rosendahl	840.00	0.00	
	Department Total: P CAFR Total: Fund Total: Year Total:	DLICE	840.00 840.00 840.00 840.00		
Department: ADMINI	STRATION				
S0075 STAPLES S0075 STAPLES	Supplies ADVANTAGE ADVANTAGE ADVANTAGE ADVANTAGE	23-01339 SUPPLIES 23-01387 SUPPLIES 23-01473 Supplies 23-01479 supplies	49.18 105.78 132.26 <u>89.88</u> 377.10	0.00 0.00 0.00 0.00	
3-01-20-100-042 N0020 NJ STAT 00061 OPTIMUM	-	ips/Subscriptions T 23-01472 LEGISLATIVE BULLETIN 2023-2024 23-01509 CABLE DPW 9/8-10/7	7.00 231.13 238.13	0.00 0.00	
3-01-20-100-058 L0188 LEAF CA	Equipment Pur PITAL FUNDING LLC		123.00	0.00	
3-01-20-100-061 C0271 COBAN CO C0271 COBAN CO	Information T OMPUTER SOLUTIONS, LLC OMPUTER SOLUTIONS, LLC	echnology 23-01512 WEB FILTERING/ONLINE BACKUP 23-01541 3RD QTR MONITORING	1,828.00 5,034.75 6,862.75	0.00 0.00	
CO511 CONSTAN	Miscellaneous LE CIRCLE OF SUPPORT T CONTACT, INC. CHNOLOGY	23-01475 DONATION FOR SENIOR GIFT BAGS 23-01517 12-MONTH E-MAIL SERVICE 23-01519 Boro Copier Usage	2,000.00 436.80 7.09 2,443.89	0.00 0.00 0.00	
	Department Total: A	DMINISTRATION	10,044.87		
Department: MAYOR	& COUNCIL				
3-01-20-110-061 00060 O'TOOLE	Information To , MATTHEW	echnology 23-01514 REIMBURSE TECH EXPENSES	89.86	0.00	

Budget Account Vendor	Description	P.O. Id P.O. Description	Amount	Void Amount	РО Туре
3-01-20-110-063 A0385 AMAZON C	Miscellaneous APITAL SERVICES	23-01468 Ribbon Cutting Scissors	46.19	0.00	
	Department Total: MA	AYOR & COUNCIL	136.05		
Department: MUNICIP	AL CLERK				
3-01-20-120-036 S0075 STAPLES A0385 AMAZON C	Supplies ADVANTAGE APITAL SERVICES	23-01387 SUPPLIES 23-01528 BOXES FOR CLERKS OFFICE	11.27 69.99 81.26	0.00 0.00	
3-01-20-120-044 B0046 BERGEN C	Training/Educa TY. MUN. CLERKS ASSOC	ation 23-01480 BCMCA MEETINGS	80.00	0.00	
	Department Total: MU	INICIPAL CLERK	161.26		
Department: FINANCE					
S0075 STAPLES S0075 STAPLES	Supplies ADVANTAGE ADVANTAGE ADVANTAGE APITAL SERVICES	23-01339 SUPPLIES 23-01387 SUPPLIES 23-01473 Supplies 23-01478 SUPPLIES FOR FINANCE DEPT	133.15 112.21 38.38 <u>19.47</u> 303.21	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	
3-01-20-130-098 I0092 INFINISO I0092 INFINISO	Payroll Charge URCE, INC. URCE, INC.	23-01521 BI-WEEKLY PAYROLL 9/22/23 23-01535 BI-WEEKLY PAYROLL 10/6/23	530.58 <u>304.71</u> 835.29	0.00 0.00	
	Department Total: Fi	INANCE	1,138.50		
Department: TAX COL	LECTION				
3-01-20-145-044 10005 INSTITUT	Training/Educa E FOR PROFESSIONAL DEV	ation / 23-01523 wittmaack - webinar 10.18.23	50.00	0.00	
	Department Total: T/	X COLLECTION	50.00		
Department: TAX ASS	ESSMENT				
3-01-20-150-042 B0044 BERGEN C		cions/Memberships 23-01515 MEMBERSHIP DUES	130.00	0.00	
3-01-20-150-108 A0361 ASSOCIAT	Appraisals ED APPRAISAL GROUP INC	23-01588 STATE TAX COURT SERVICES	562.50	0.00	
3-01-20-150-109 A0361 ASSOCIAT	Re-assessment ED APPRAISAL GROUP INC	23-01516 2024 REASSESSMENT INV 9	3,200.00	0.00	
	Department Total: TA	X ASSESSMENT	3,892.50		

Borough of Allendale Bill List By Budget Account

Budget Ac Vendor	count Description	P.O. Id P.O. Description	Amount	Void Amount	РО Туре
epartmen	t: LEGAL SERVICES				*****
3-01-20-1 M0055 T0123 H1074	MERCHANT, JOHN & TERESA		658.60 634.41 <u>1,886.63</u> 3,179.64	0.00 0.00 0.00	
	Department Total	LEGAL SERVICES	3,179.64		
epartmen	t: ENGINEERING				
-01-20-1 v0087		al Services 2 23-01586 ENGINEERING INVOICES AUG 2023	5,700.00	0.00	
	Department Total CAFR Total		5,700.00 24,302.82		
epartmen	t: LAND USE BOARD				
-01-21-1 S0075	80-036 Supplies STAPLES ADVANTAGE	23-01387 SUPPLIES	50.99	0.00	
-01-21-1 \$0075 \$0075	80-063 Miscellane STAPLES ADVANTAGE STAPLES ADVANTAGE	DUS 23-01339 SUPPLIES 23-01473 Supplies	25.18 75.06 100.24	0.00	
-01-21-1 в0320	.80-183 Land Use B BOTTA ANGELI, LLC	pard Attorney 23-01522 LAND USE BOARD ATTY	500.00	0.00	
	Department Total CAFR Total		651.23 651.23		
epartmen	t: CONSTRUCTION CODE/BUILDIN	G DEPT.			
3-01-22-1 \$0075 \$0075 \$0075 \$0075	.95-063 Miscellane STAPLES ADVANTAGE STAPLES ADVANTAGE STAPLES ADVANTAGE	DUS 23-01339 SUPPLIES 23-01387 SUPPLIES 23-01473 Supplies	51.20 11.38 <u>313.08</u> 375.66	0.00 0.00 0.00	
	Department Total CAFR Total	CONSTRUCTION CODE/BUILDING DEPT.	375.66 375.66		
epartmen	t: GROUP INSURANCE				
-01-23-2 в0369	20-227 Health Ben BOROUGH OF ALLENDALE - SHB		109,438.51	0.00	
	Department Total CAFR Total	GROUP INSURANCE	109,438.51 109,438.51		

October 10, 2023 10:29 AM

Borough of Allendale Bill List By Budget Account

Budget Ac Vendor	count Description	P.O. Id P.O. Description	Amount	Void Amount	РО Туре
Departmen	t: POLICE				
	40-023 Printing & St AMAZON CAPITAL SERVICES	ationery 23-01570 DVDs for MVR Video Backups	38.48	0.00	
3-01-25-2	40-036 Supplies		04.00	0.00	
LUIIS	LINCARE	23-01560 Oxygen Bottle Refills	84.00	0.00	
	40-043 Clothing				
A0385	AMAZON CAPITAL SERVICES	23-01489 Clothing allowance Hillgardner			
	GALLS, LLC	23-01497 Acct #5473171	1,112.40	0.00	
т0183	TURN OUT UNIFORMS, INC	23-01405 Clothing allowance mingaluner 23-01497 Acct #5473171 23-01555 Clothing 2022 - Rosendah]	4.96	0.00	
			1,160.86		
8-01-25-2	40-044 Education/Tra	ining			
	THOMAS J MORRIS, JR	J	6,106.36	0.00	
N0021	N.J. STATE ASSOC OF CHIEFS OF	23-01498 OPRA Training for Admin Asst	299.00	0.00	
			6,405.36	0.00	
			.,		
	40-052 Equipment Mai				
	COBAN COMPUTER SOLUTIONS, LLC	23-01128 IT Support Plan - Police	5,000.00	0.00	
A0340		23-01492 wireless Acct #287286315689			
м0241	MUNICIPAL CAPITAL CORPORATION	23-01495 Copier Lease Pmt 46 of 60	215.00	0.00	
A0193	LEXIS NEXIS RISK SOLUTIONS	23-01496 June to August 2023 searches	600.00	0.00	
в0291	BECKET SERVICES LLC	23-01543 Replace GFI Outlet - HQ Garage	127.00	0.00	
A0340		23-01559 Account #287310191624	38.24		
A0340	A T & T MOBILITY	23-01572 wireless Acct #287286315689	432.64	0.00	
			6,808.76		
8-01-25-2	40-058 Equipment Pur	chases			
		23-01027 Flashing Do Not Enter PARK AVE	2,220.00	0.00	
		-			
3-01-25-2					
C0271	COBAN COMPUTER SOLUTIONS, LLC	23-01571 IT Support Monitoring & Backup	7,605.50	0.00	
-01-25-2	40-063 Miscellaneous				
A0059	ALLENDALE BAR & GRILL	23-01525 POLICE SWEARING IN CEREMONY	210.00	0.00	
D0130	DILLON, MICHAEL	23-01565 Food Reimbursement -Interviews	79.65	0.00	
00130	Dictor; Pichec		289.65	0.00	
			203.03		
-01-25-2	40-102 Vehicle Repai	rs			
w0033	WALDWICK AUTO SERVICE CENTER	23-01487 Emissions repairs - unit 213	760.20	0.00	
P0190	P & A AUTO PARTS	23-01488 Automotive parts	456.20	0.00	
P0190	P & A AUTO PARTS	23-01558 Automotive parts	382.15	0.00	
A0385	AMAZON CAPITAL SERVICES	23-01561 Floor Protection Mats Car 201	149.97	0.00	
в0250	BERGEN TIRE OF MAHWAH	23-01567 Tire for Fleet Unit 202	181.23	0.00	
			1,929.75		
01 75 7	10 102	Commente			
-01-25-2			1 045 00	A AA	
E0117	ESS INC	23-01493 Service Agreement 09/01-09/30	1,045.00	0.00	

Budget Account Vendor	Description	P.O. Id P.O. Description	Amount	Void Amount	РО Туре
3-01-25-240-120 H1079 HACKENSACK	Police Accred MERIDIAN WORKS	itation 23-01490 Crossing Guard Medical Exams	2,250.00	0.00	
	Department Total: P	DLICE	29,837.36		
Department: EMERGENCY	MGMT SERVICES				
3-01-25-252-030 NOOO9 VERIZON	9-1-1 Service	s 23-01566 Acct. #357-035-097-0001-73	40.78	0.00	
8-01-25-252-141 S0064 SUBURBAN C	Drill APS, INC.	23-01564 Bed Cover for PD Pickup	400.00	0.00	
	Department Total: E	MERGENCY MGMT SERVICES	440.78		
Department: FIRE					
8-01-25-255-053 N0014 NEW JERSEY C0271 COBAN COMP	Equipment Mai FIRE EQUIPMENT CO. UTER SOLUTIONS, LLC	ntainence 23-01451 Air Pack Batteries and Repairs 23-01584 Managed Services for FD	282.00 738.00 1,020.00	0.00 0.00	
8-01-25-255-101 S0013 SHARP SHOP F0215 454 MECHAN B0388 BLAZE EMER	ICAL LLC	airs 23-01367 Repair of Saws 23-01499 A/C Repair at Firehouse Annex 23-01569 Repair Air Compressor 935	252.83 3,002.13 <u>1,082.05</u> 4,337.01	0.00 0.00 0.00	
-01-25-255-102 P0190 P & A AUTO U0037 URBAN AUTO U0037 URBAN AUTO		rs 23-01426 Parts for 941 Repair and DEF 23-01502 Car Wash & Oil Change CAR 930 23-01547 Oil Change and Wipers Car 940	88.85 28.00 <u>115.10</u> 231.95	0.00 0.00 0.00	
8-01-25-255-146 C0271 COBAN COMP	Miscellaneous UTER SOLUTIONS, LLC	23-01584 Managed Services for FD	150.00	0.00	
-01-25-255-192 NOO31 VERIZON WI NOO31 VERIZON WI		23-01430 Cell Phone Charges 08/24-09/23 23-01581 FD Cell Phones Aug/Sept 2023	199.02 199.23 398.25	0.00	
8-01-25-255-193 00061 OPTIMUM V0090 VERIZON V0090 VERIZON 00061 OPTIMUM	Cable/Interne	t 23-01359 Internet and TV Service @ AFD 23-01363 Internet Service for AFD HQ 23-01582 Verizon Service for Firehouse 23-01583 Optimum Service for Firehouse	141.32 139.08 153.67 <u>156.85</u> 590.92	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	
	Department Total: F CAFR Total:	IRE	6,728.13 37,006.27		

Borough of Allendale Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id P.O. Description	Amount	Void Amount	РО Туре
Department: STREETS &	ROADS				
8-01-26-290-036 F0011 FELDMAN BRG P0190 P & A AUTO		23-01505 8/31/23 DOWNTOWN-CLOCK ISLAND 23-01562 DPW-SHOP	43.28 <u>175.00</u> 218.28	0.00 0.00	
-01-26-290-053 P0190 P&A AUTO	Equipment Ma PARTS	ntenance 23-01562 DPW-SHOP	221.77	0.00	
-01-26-290-102 P0190 P & A AUTO	Vehicle Repa PARTS	rs 23-01562 DPW-SHOP	658.41	0.00	
ſ	Department Total: !	STREETS & ROADS	1,098.46		
epartment: GARBAGE &	TRASH REMOVAL				
	Scavenger ISPOSAL INC ISPOSAL INC	23-01549 TRASH/RECYCLING JUNE 2023 23-01550 TRASH/RECYCLING AUGUST 2023	2,000.00 <u>26,416.67</u> 28,416.67	0.00 0.00	
	Disposal Fee ISPOSAL INC ISPOSAL INC	23-01550 TRASH/RECYCLING AUGUST 2023 23-01552 TRASH/RECYCLING AUGUST 2023	275.00 <u>16,437.30</u> 16,712.30	0.00 0.00	
[Department Total: (GARBAGE & TRASH REMOVAL	45,128.97		
epartment: MUNICIPAL	RECYCLING				
R0254 ROCKLAND CO S0266 SUBURBAN DI	Scavenger DUNTY SOLID WASTE DUNTY SOLID WASTE ISPOSAL INC DUNTY SOLID WASTE	23-01507 Sept- Recycling Disposal 23-01508 JULY- RECYCLING DISPOSAL 23-01550 TRASH/RECYCLING AUGUST 2023 23-01578 RECYCLING DISPOSAL - SEPT 202		0.00 0.00 0.00 0.00	
I	Department Total: I	UNICIPAL RECYCLING	13,781.92		
Department: BUILDINGS	& GROUNDS				
3-01-26-310-024 S0245 SLADE ELEVA S0245 SLADE ELEVA	TOR	ntenance 23-01484 QUARTERLY ELEVATOR MAINTENANC 23-01485 MANDATORY 2023 NJ ELEV INSPEC		0.00 0.00	
-01-26-310-029 G0176 GUYS MAINTE	Custodial Sen ENANCE SERVICE		2,650.00	0.00	
8-01-26-310-036 00049 OFFICE CONC	Supplies CEPTS GROUP, INC	23-01533 8/25/23 DPW OFFICE SUPPLIES	985.67	0.00	

Budget Acc Vendor	ount	Description	P.O. Id	P.O. Description	Amount	Void Amount	РО Туре
3-01-26-31 F0011	0-036 FELDMAN BROTHE	Supplies RS	23-01563	Continued 9/25/23 DPW- ELEC SUPPLIES	<u> </u>	0.00	9 49 5 5 6 6 7 6 7 6 7 6 7 6 7 6 7 7 7 7 7 7
3-01-26-31 00047 P0269 T0205 T0243	ONE CALL CONCE PRO HAULING SE TRUGREEN LP	RVICES	23-01544 23-01574	MARK OUTS SEPTEMBER 2023 9/01/23 bldgs & Grounds Turf Program 08/31/23 WATER DELIVERY- SEPT 2023	237.38 555.00 555.00 <u>146.10</u> 1,493.48	0.00 0.00 0.00 0.00	
3-01-26-31 B0291 B0291	0-100 BECKET SERVICE BECKET SERVICE		23-01501	9/18/23 DPW- Boro Hall A/C 09/30/23 BLDG&GROUNDS- REPAIR	100.00 270.00 370.00	0.00 0.00	
3-01-26-31 C0245 C0245	0-166 CEDAR HILL NUR CEDAR HILL NUR		23-01503	9/14/24 Downtown Mulch 9/15/23 DPW-DOWNTOWN	184.00 <u>161.00</u> 345.00	0.00 0.00	
	Depa	rtment Total: Bl CAFR Total:	ILDINGS &	GROUNDS	8,892.17 68,901.52		
Department	: ANIMAL CONTRO	L					
3-01-27-34 т0153		Animal Control NTROL SERVICES		ANIMAL CONTROL SVCS SEPT 2023	860.00	0.00	
	Depa	rtment Total: AN CAFR Total:	IIMAL CONT	ROL	860.00 860.00		
Department	: PARKS						
3-01-28-37 н0014	0-036 HOME HARDWARE,		23-01548	9/8/23 DPW- PARKS/SUPPLIES	107.98	0.00	
3-01-28-37 т0205	0-063 TRUGREEN LP	Miscellaneous	23-01574	Turf Program 08/31/23	119.00	0.00	
3-01-28-37 H0188		Landscape Supp LANDSCAPING, INC		LAWN MAINTENANCE	2,844.44	0.00	
	Depa	rtment Total: P/	RKS		3,071.42		
Department	: CRESTWOOD						
3-01-28-37 в0259		Equipment Mair OCKS, INC		epairs 9/14/23 CRESTWOOD- DOCK	900.00	0.00	
3-01-28-37 L0191		Chemical & Tes T SCIENCES INC		9/14/23 Creswtwood Lake	3,521.00	0.00	

Budget Account Vendor	Description	P.O. Id P.O. Description	Amount	Void Amount	РО Туре
	3 Miscellaneous H MC DOWELL H MOUNTAIN LANDSCAPING, INC	23-01527 Reimburstment- eyewear 23-01590 LAWN MAINTENANCE	130.00 <u>1,400.00</u> 1,530.00	0.00 0.00	
	Department Total: CR	ESTWOOD	5,951.00		
Department: SE	NIOR CITIZEN ACTIVITIES				
	3 Miscellaneous ILA TOURS & TRAVEL LLC DERHOOF TRANSPORATION CO	23-01518 BALANCE DUE 10/10 TRIP XYZ 23-01539 BALANCE DUE 9/13/23 TRIP	945.00 <u>1,695.00</u> 2,640.00	0.00 0.00	
	Department Total: SE CAFR Total:	NIOR CITIZEN ACTIVITIES	2,640.00 11,662.42		
Department: TE	LEPHONES				
N0009 VER A0061 A T T0219 T-M	D Telephone IZON IZON & T CORP DBILE USA, INC. A TECHNOLOGY PARTNERS LLC	23-01510 PD/FD LINES 9/16-10/15 23-01511 ELEVATOR PD/BORO 23-01530 Long Distance Chrgs 9/22/23 23-01531 DPW Cell Phone 8/24-9/20 23-01591 PHONES BORO/LIBRARY OCT 2023	1,700.86 76.56 43.25 274.29 <u>2,838.50</u> 4,933.46	0.00 0.00 0.00 0.00 0.00	
	Department Total: TE	LEPHONES	4,933.46		
Department: GA	S (NATURAL)				
3-01-31-446-07 P0023 PUB		23-01529 CURRENT GAS CHARGES	415.85	0.00	
	Department Total: GA	S (NATURAL)	415.85		
Department: GAS	SOLINE				
3-01-31-460-08 R0165 RACI)	23-01546 9/08/23 Diesel & Gas Delivery	7,695.90	0.00	
	Department Total: GA CAFR Total:	SOLINE	7,695.90 13,045.21		
Department: RE	SIONAL SCHOOL TAX PAYABLE				
3-01-55-605-00 N0024 NOR		L TAX PAYABLE 23-01483 School Tax Levy - October 2023	845,827.52	0.00	
	Department Total: RE CAFR Total: Fund Total:	GIONAL SCHOOL TAX PAYABLE	845,827.52 845,827.52 1,112,071.16		

Budget Accou Vendor	int Deso	cription	P.O. Id P.O. Description	Amount	Void Amount	РО Туре
G0267 G	+ ARCHITECTS LLC	H AND DAVIS	MUNITY CENTER 23-01481 COOMMUNITY CENTER BID 23-01526 REDEVELOPMENT SERVICES 23-01532 COMMUNITY CENTER	14,948.98 2,950.00 <u>5,700.00</u> 23,598.98	0.00 0.00 0.00	
	Fund	t Total: R Total: d Total: r Total:		23,598.98 23,598.98 23,598.98 1,135,670.14		
Department:	ORDINANCE 21-11					
C-04-55-932- A0225 A	222 Body TLANTIC TACTICAL O		other Protective Equip. 23-01568 OC Spray	268.94	0.00	
C-04-55-932- G0094 D	501 Env EWBERRY ENGINEERS		Redediation - DPW 23-01474 DPW REMEDIATION	200.00	0.00	С
	Department	t Total: ORE	DINANCE 21-11	468.94		
Department:	ORDINANCE22-07					
C-04-55-933- A0385 A	651 Pag MAZON CAPITAL SERV	ers and Radi ICES	ios 23-01542 Antenna mouunting supplies	75.97	0.00	
	Department	t Total: ORD	DINANCE22-07	75.97		
Department:	ORDINANCE 23-09					
	203 POl IIELSEN FORD OF MORI UBURBAN CAPS, INC.	RISTOWN	s - Detective and Chief 23-01167 Admin Vehicle for Police Chie 23-01564 Bed Cover for PD Pickup	f 47,159.00 <u>1,000.00</u> 48,159.00	0.00 0.00	
	CAFI Fund	t Total: ORI R Total: d Total: r Total:	DINANCE 23-09	48,159.00 48,703.91 48,703.91 48,703.91		
	DOG FUND EXPENDITU NON BUDGET EXPENDI					
D-12-55-870- N0167 N	001 Due IEW JERSEY DEPT OF I	to State - HEALTH	State Fees 23-01540 DOG REPORT SEPTEMBER 2023	6.60	0.00	
	CAFI		N BUDGET EXPENDITURES 5 FUND EXPENDITURES	6.60 6.60 6.60 6.60		

Budget Account Vendor	Description P.O. Id P.O. Description	Amount	Void Amount	РО Туре
Fund: HOUSING TRUST Department: NON BUDGET EX	PENDITURES			
н-20-55-920-001	Housing Trust Expenditures			
B0223 BURGIS ASSOCIA	TES, INC. 23-01520 PROFESSIONAL SVCS AUG 2023	542.50	0.00	
Depa	rtment Total: NON BUDGET EXPENDITURES	542.50		
	CAFR Total:	542.50		
	Fund Total: HOUSING TRUST	542.50		
	Year Total:	542.50		
Fund: STATE UNEMPLO Department: NON BUDGET EX	MENT INSURANCE FUND PENDITURES			
U-19-55-970-001	NJ Department of Labor			
	ARTMENT OF LABOR 21-01875 3Q 2021 Unemployment charges	1,105.57	0.00	
Depa	rtment Total: NON BUDGET EXPENDITURES	1,105.57		
	CAFR Total:	1,105.57		
	Fund Total: STATE UNEMPLOMENT INSURANCE FUND	1,105.57		
	Year Total:	1,105.57		
Total Charged Lines: 17	0 Total List Amount: 1,186,868.72 Total Void Amount:	0.00		

October 10, 2023 10:29 AM

Totals by Year-Fu Fund Description		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
	2-01	840.00	0.00	840.00	0.00	0.00	840.00
	3-01	1,112,071.16	0.00	1,112,071.16	0.00	0.00	1,112,071.16
Year	3-04 Total:	<u>23,598.98</u> 1,135,670.14	0.00	<u>23,598.98</u> 1,135,670.14		0.00	<u>23,598.98</u> 1,135,670.14
	C-04	48,703.91	0.00	48,703.91	0.00	0.00	48,703.91
	D-12	6.60	0.00	6.60	0.00	0.00	6.60
HOUSING TRUST	н-20	542.50	0.00	542.50	0.00	0.00	542.50
STATE UNEMPLOMENT	U-19	1,105.57	0.00	1,105.57	0.00	0.00	1,105.57
Total Of All	Funds :	1,186,868.72	0.00	1,186,868.72	0.00	0.00	1,186,868.72

P.O. Type: All Range: First to Last Format: Detail without Line Item Notes Vendors: All Rcvd Batch Id Range: First to Last		Open: N Rcvd: Y Bid: Y	Paid: N Held: Y State: Y	Aprv:	N	pt: Y
Project Id Description PO # Item Vendor	Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Voic Date
101EORCHAR 2023 LAND USE BOARD ESCROW 23-01586 8 V0087 VAN CLEEF ENGINEERING ASSOC	Engineering Inv August 2023	258.75	R	10/04/23	10/05/23	
Account Total:		258.75				
115WCRESC 2023 SOIL MOVEMENT ESCROW 23-01586 11 V0087 VAN CLEEF ENGINEERING ASSOC	Engineering Inv August 2023	417.00	R	10/04/23	10/05/23	
Account Total:		417.00				
20FAIRSOIL MOVEMENT ESCROW POOL23-0158610 V0087VAN CLEEF ENGINEERING ASSOC	Engineering Inv August 2023	69.50	R	10/04/23	10/05/23	
Account Total:		69.50				
36CARTESOIL MOVEMENT ESCROW23-015869 V0087VAN CLEEF ENGINEERING ASSOC	Engineering Inv August 2023	69.50	R	10/04/23	10/05/23	
Account Total:		69.50				
40CARTERE 2023 MINOR SUBDIVISION 23-01586 7 V0087 VAN CLEEF ENGINEERING ASSOC	Engineering Inv Aug 2023	242.00	R	10/04/23	10/05/23	
Account Total:		242.00				
498mar 2023 SOIL ESCROW/POOL 23-01586 12 V0087 VAN CLEEF ENGINEERING ASSOC	Engineering Inv August 2023	515.25	R	10/04/23	10/05/23	
Account Total:		515.25				

Borough of Allendale Bill List By Project Id

Project Id Description PO # Item Vendor				Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Voic Date	
SRSEWER SADDLE RIVER SEWER 23-01586 3 V0087 VAN CLEEF ENGINEERING ASSOC			RE: Saddle Ri	347.50	R	10/04/23	10/05/23			
			Account Total:			347.50				
Total Charg	ged Lines:	7 -	Total Project Amount:	1,919.50	Total Void Amount:	0.0	0		*****	

October 10, 2023 10:08 AM Borough of Allendale Bill List By Project Id

Totals by Year-Fur Fund Description	id Fund	Project Total
	3-14	1,919.50
	Total Of All Funds:	1,919.50

DATE: 10/12/2023

RESOLUTION# 23-230

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

RESOLUTION TEMPORARILY RELAXING PARKING RESTRICTIONS ON EAST ELBROOK DRIVE

WHEREAS, Northern Highlands Regional High School (NHRHS) is currently undergoing a major construction project which is resulting in the temporary loss of approximately sixty (60) student parking spaces; and

WHEREAS, the is a need to accommodate certain student parking as a result of such construction, and to do so with new regard to traffic and neighborhood impact; and

WHEREAS, the NHRHS administration has submitted a proposal to the Borough of Allendale (the "Borough") which has been reviewed and approved by the Allendale Police Department ("APD"); and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that the temporary parking on East Elbrook Drive be and hereby is **APPROVED**; and

Existing parking restrictions on the south side East Elbrook Drive (no parking from 8:30 a.m. until 9:30 a.m. and from 2:00 p.m. until 4:00 p.m. pursuant to Borough Ordinance 252-7(c)) be and hereby are temporarily suspended during the period commencing on October 16, 2023 and ending on March 1, 2024, as more particularly set forth herein.

DATE: 10/12/2023

RESOLUTION# 23-230

- 2. Existing parking restrictions on the north side of East Elbrook Drive (no parking from 2:00 p.m. until 4:00 p.m. pursuant to Borough Ordinance 252-7(f) shall remain in effect).
- 3. NHRHS will issue parking decals to selected seniors who shall be permitted to park on East Elbrook Drive during the referenced time period. Such decals shall be affixed to the rear driver's side window.
- 4. Permit parking as provided herein shall only be allowed on the south side of East Elbrook Drive from the school access driveway east to 25 feet before Cedar Drive.
- 5. NHRHS will issue parking decals to selected juniors who shall be permitted to park on East Elbrook Drive during the referenced time period. Such decals shall be displayed on the vehicle dashboard.
- 6. NHRHS school personnel will monitor East Elbrook Drive and check for vehicle decals.
- 7. All NHRHS on campus parking lot rules and regulations will apply to those vehicles parking on East Elbrook Drive.
- 8. Students parking on the south side East Elbrook Drive without a school parking decal will be subject to both school discipline and traffic enforcement by the Allendale Police Department.

BE IT FURTHER RESOLVED, that the Mayor, the Municipal Clerk, the Chief of Police, and the Borough Attorney and other appropriate Borough Officials are authorized to take all appropriate actions required of the Borough to implement the terms of 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>October 12, 2023</u>.

Linda Louise Cervino, RMC Municipal Clerk B S HALL BOOTH SMITH, P.C.

Harry D. Norton, Jr. Phone: 201.614.6352 hnorton@hallboothsmith.com

15 E. Midland Ave. Suite 3A Paramus, NJ 07652

Office: 201.614.6350 Fax: 201.730.6254 www.hallboothsmith.com

September 13, 2023

Mayor Amy E. Wilczynski and Council Borough of Allendale 500 West Crescent Avenue Allendale, New Jersey 07401

RE: Letter of Resignation / Municipal Court Judge

Dear Mayor Wilczynski and Council:

All good things come to an end. After many years serving your Municipality as your Municipal Court Judge, I have decided to step aside. Effective December 31, 2023, I will be resigning. It has been my honor to serve. The strength of the Court is the Municipal Court Administrator and the staff. The job of the Judge is the easy part. You have been and will be well served going forward because of the Administrator and her staff. Your new Judge will also find it very easy to step into the role of your Municipal Court Judge because of this great staff.

Thanks for the faith in me that allowed you to appoint and reappoint me many times over. I tried my best and I hope the faith that you put in me was rewarded. It has been my honor to be your Judge. Thank you.

Very truly yours,

/s/ Harry D. Norton, Jr.

Harry D. Norton, Jr. Municipal Court Judge of Allendale

HDN, JR.:sbp

cc: Rosemarie Novelli-Salyer, CMCA

Brendis Wrigley @ Brendis.Wrigley@njcourts.gov

PARAMUS, NJ

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