

Mayor and Council of the Borough of Allendale
Regular Session Meeting Minutes
February 11, 2021

PRESENT: Mayor Ari Bernstein
(*in person*)

PRESENT: Councilmembers Liz Homan, Edward O'Connell, Matthew O'Toole, Steve Sasso,
(*via teleconference*) Jim Strauch, and Amy Wilczynski

ABSENT: None

ALSO PRESENT: Borough Attorney Raymond Wiss (*in person*)
Acting Municipal Clerk Michelle Ryan (*in person*)

A 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, NJ on February 11, 2021. However, due to the COVID-19 pandemic, access to the public was provided via GoToMeeting video and teleconferencing only, with adequate notice of same posted for public viewing. The meeting was called to order at 8:00 p.m. by Mayor Bernstein who reminded the public to mute their devices so as not to distract from the business at hand. Mayor Bernstein advised the public that they would have several opportunities at appropriate times throughout this meeting to be heard.

Mayor Bernstein asked that the Acting 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, published in The Record within the first 10 days of the New Year, and copies are sent to The Ridgewood News and Star Ledger."

The Mayor led those present in a salute to the flag.

Mayor Bernstein then called for a moment of silence in memory of Retired Sgt. George Martin

Approval of Minutes:

Motion by Councilman Strauch, second by Councilman O'Toole, that the Minutes of the January 7, 2021 Sine Die Minutes as amended and January 7, 2021 Reorganization Minutes be and are hereby approved.

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

Councilwoman Homan:	aye	Councilman Sasso:	aye
Councilman O'Connell:	aye	Councilman Strauch:	aye
Councilman O'Toole:	aye	Councilwoman Wilczynski:	aye

Presentation

Mayor Bernstein introduced Rick DelGuercio of Associated Appraisal Group who spoke on the Borough's Reassessment Program along with Angela Mattiace, Allendale's Tax Assessor. He stated that the Borough's Re-assessment Program was something that the Administration, Finance, and HR Committee had been discussing for some time and was strongly recommended to the Borough

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by our Tax Assessor. Mayor Bernstein continued explaining that a letter had been sent to clarify the process and address the concerns of residents. He then invited Mr. DelGuercio to speak.

Mr. DelGuercio gave an overview of the reassessment program, explaining that he and the Borough's Tax Assessor Angela Mattiace analyzed the trend of sales and market data over the last several years and realized it had been more than five years since any action was taken to bring the assessments to market value. He then cited examples of the changes in the markets that they felt necessitated the reassessment to ensure that taxpayers are paying their fair share. He stated that due to the diversity of the market in Allendale, the reassessments should be looked at more frequently than five to ten years and that even though we are in a pandemic it was wise to start now. In fact, the pandemic itself is having a reaction on the market in Allendale with Mr. DelGuercio then cited examples. He then stated that without addressing this the Borough could be in financial hardships, particularly with tax appeals.

Mr. DelGuercio explained the process of reassessment that the New Jersey Division of Taxation requires for both an interior and exterior inspection. He clarified that the original letter sent out spoke to initially starting the process with an exterior inspection and then working back to the interior inspection either by a physical or virtual inspection. He apologized for any miscommunication that the original letter and/or his field inspectors caused about interior inspections.

Mr. DelGuercio then discussed the benefits to the Borough of having this program done each year and gave an overview of the timeline as well as what residents will be receiving in the mail with details on the program concerning inspections and how to reach out with questions.

Mayor Bernstein stated that the question has been asked of whether or not, with the spike in the market, this was an appropriate time to do a revaluation. Mr. DelGuercio answered that while there may be a spike in the residential market, the same is not occurring in the commercial market. It is their responsibility to make sure that residential and commercial are fairly assessed. He also discussed the timing and reasons why doing this each year is a smart idea.

Mrs. Mattiace re-iterated that we have seen a disparity between the different classifications of property, specifically industrial, commercial, retail, and the benefits far outweigh any negative going forward. Mrs. Mattiace confirmed Mayor Bernstein's understanding that review and adjustments will be made each year to account for value fluctuations. Mr. DelGuercio added that if the trend does continue over the next several years the separation of classes will grow larger without a revaluation, and that the Bergen County Board of Taxation will order one, which will have more shocking effects to the taxpayers.

Mayor Bernstein discussed the impacts of a large commercial tax appeal and how this revaluation was an attempt to avoid putting the Borough in greater exposure to these tax appeals. Mayor and Councilmembers Wilczynski and O'Toole thanked Mr. DelGuercio and Mrs. Mattiace.

Public Comment on Agenda Items Only:

Frank Anello, 54 Rio Vista Drive, discussed his experience and clarified various issues he had with Mr. DelGuercio and Mrs. Mattiace.

Chuck Tatosian, 66 Mallinson Street, stated he was looking forward to working on the new Borough Hall and thanked the Mayor and Council for the opportunity.

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Rick Shirly, 134 Powell Road, questioned what degree the interior inspection influences the evaluation process. Mr. DelGuercio gave an overview of what the interior inspection process entails and the impact on the evaluation.

Liz White, 26 E. Crescent Avenue, asked a series of questions including if the County had ordered the re-assessment, what percentage were we at with the County, how many field inspectors were in Allendale, the timings of the appraisals, and what other towns Associated Appraisal Group is working in to which Mr. DelGuercio and Mrs. Mattiace replied.

John Carroll, 80 Brookside Avenue, questioned the data that appeared on the card that he received. Mr. DelGuercio responded with an overview of the information provided and the importance of residents reviewing that information. Mr. Carroll cited examples of the incorrect data that appeared on his card. Mrs. Mattiace clarified where the data comes from and offered to speak to him on his particular issues to correct them.

Arkadiusz Komenda, 125 Myrtle Ave, spoke about privacy concerns he had with his interior inspection being recorded and inquired about safety measures in place to protect data. It was decided that pictures should only be taken with the consent of the homeowner.

Jackie McSwiggan, 70 Green Way, asked when the last townwide assessment was done to which Mrs. Mattiace replied that the last full revaluation was done in 2012 with an adjustment in 2015.

Introduction of Ordinances:

Motion by Councilman Sasso that the following ordinance be introduced and passed on first reading and setting February 25, 2021 at 8:00 p.m. or as soon thereafter as the matter can be heard as the date and time and the Council Chambers of the Allendale Municipal Building as the place for a hearing on said ordinance. Second by Councilwoman Homan.

The Municipal Clerk read the title of the ordinance into the record:

ORDINANCE 21-01 – AN ORDINANCE OF THE BOROUGH OF ALLENDALE, BERGEN COUNTY, NEW JERSEY AMENDING AND MODIFYING CHAPTER 231 “STORMWATER CONTROL”, ARTICLE I “GENERAL REGULATIONS”, OF THE BOROUGH OF ALLENDALE

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

Councilwoman Homan:	aye	Councilman Sasso:	aye
Councilman O’Connell:	aye	Councilman Strauch:	aye
Councilman O’Toole:	aye	Councilwoman Wilczynski:	aye

Consent Agenda:

- A. **21-72**/Approve February 11, 2021 Bill List
- B. **21-73**/Authorize Shared Service Agreement - Designation of Acting Municipal Court Administrator – Borough of Upper Saddle River
- C. **21-74**/Cancel Outstanding Checks
- D. **21-75**/Approve Municipal Service Agreement and Settlement – The Whitney Homeowners Association, Inc.

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- E. **21-76**/Adopt Bergen County Multi-Jurisdictional Hazard Mitigation Plan
- F. **21-77**/Authorize Contract Extension – 2021 Commercial Grounds Maintenance Program – High Mountain Landscaping
- G. **21-78**/Endorse FY21 Bergen County Community Development Block Grant Project – ADA Compliant Matting System at Crestwood Lake
- H. **21-79**/Award Contract – 230 West Crescent Avenue Soil Remediation-Phase 2 – The Ambient Group
- I. **21-80**/Appoint Borough Professional – Information Technology Consultant – Coban Computer Solutions, LLC
- J. **21-81**/Appoint Borough Professional – Construction Management Consultant – Chuck Tatosian of the firm CFT Consulting, LLC
- K. **21-82**/Appoint Borough Professional – Financial Advisory Consultant – Dennis Enright of the firm NW Financial Group, LLC
- L. **21-83**/Appoint Borough Professional – Special Counsel – Ryan Scerbo of DeCotiis, Fitzpatrick, Cole & Giblin, LLC
- M. **21-84**/Authorize Increase of Bid Threshold Pursuant to N.J.S.A. 40A:11-3C
- N. **21-85**/Authorize Proposal – Design and Hosting of Municipal Website – Civic Plus

Motion by Councilman Sasso, second by Councilwoman Wilczynski that the Consent Agenda be and is hereby approved.

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

Councilwoman Homan:	aye	Councilman Sasso:	aye
Councilman O'Connell:	aye	Councilman Strauch:	aye
Councilman O'Toole:	aye	Councilwoman Wilczynski:	aye

Unfinished Business:

There was no unfinished business.

New Business:

There was no unfinished business.

Committee Reports and Comments:

The committee reports of Councilman O'Connell, Councilman Sasso, and Councilwoman Homan were provided during the Work Session.

Councilwoman Wilczynski – Facilities, Parks and Recreation

Councilwoman Wilczynski gave an update on the 220/230 project stating that the Borough has come to an agreement with the Borough's insurance company for a claim against the initial environmental company. She also reported that they have submitted grants to the DEP and they will be holding a meeting tomorrow with Hampshire to review documents for the closing. She then reported on the facilities meeting as well as updates on various projects such as the Crestwood playground and the Downtown Streetscape project. She recounted her and Councilwoman Homan meeting with Girl Scout Troop, encouraging them to get involved and hearing all their great ideas they presented. She also complimented the Library for the recent presentation on COVID,

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Councilwoman Homan for the work she has been doing with water, and Councilman Sasso for his work on going through old ordinances to ensure they stay current.

Councilman O'Toole – Administration, Finance and Human Resources

Councilman O'Toole reported that the Administration, Finance and Human Resources Committee has discussed various matters including the reassessment letters, the budget, and personnel matters.

Councilman Strauch – Public Works

Councilman Strauch reported that the DPW since the last meeting had to deal with three snowstorms, including the February 1st storm that dumped two feet of snow. The Councilman gave an overview of the DPW operations to clear up after the storm and thanked everyone for their hard work. He then gave an update on the DPW's work to prepare Crestwood Lake and advised of developments to reinstate the Green Team up.

Mayor's Report:

Mayor Bernstein gave the following address to the public:

It's hard to believe, over the last 2 weeks, we have seen almost 3 feet of snow! I want to send a HUGE thank our DPW led by Ron Kistner and Crew Chief Dan Richards for their hard work cleaning the streets, clearing our downtown, and getting Allendale back up and running. I am always impressed at the dedication of our DPW employees especially at times like these. Likewise, our first responders, no matter the challenge, always rise to the occasion. This storm was no different.

We are just shy of one year seeing the impact COVID-19. Thankfully, there is a light at the end of the tunnel with the rollout of the vaccines. The rollout has been much slower than we had hoped. There are many in the 1A Category who are still waiting to get a vaccination, and they can't get through. Our OEM Department continues to meet weekly to monitor the situation with Mike Dillion who is doing a great job navigating the OEM Department and the Borough through this process.

I put in my portion of the monthly Happenings that we reached out on two occasions to the County and State to inquire whether Allendale could be set up as a "distribution site" for the vaccine. The County and State were not in a position to accept our offer. Not because they didn't want to, there's not enough supply to meet the demands. They have said to call back in another week and when supply reaches demand and they have some we will find out whether or not we can be a distribution site. Secondly, we are looking into whether or not once people could actually get onto the websites and register, we want to help the seniors and maybe doing something at the library or elsewhere where we could invite seniors in at designated times or get their information to help sign them up. So we are aware, I'm sure other Council members have been contacted by seniors who can't navigate through the system to get appointments. We will keep you posted.

In the latest issue of the Newsletter, our Board of Health has summarized those currently eligible to receive a vaccine, as well as provide a link to vaccine distribution locations with registration information throughout the area. This information can also be found on our Borough website's COVID Information Hub. We will continue to monitor and update this information.

I want to thank our Communications Director John Gil and Webmaster Tyler Yaccarino for spearheading the effort on our new website. We are looking forward to it.

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As mentioned during the regular session, we are on the subject of technology, we are hopeful that at our next meeting we will be proceeding with a new phone system here at the Borough. This new system will bring an upgrade in service and reliability at a cost SAVINGS! Thank you to everyone who has been working hard to make this happen!

The hardships of the past year have brought much-needed attention to mental health issues, particularly in our youth. Recently, I submitted a letter in support of a grant application for Wellcore's Mental Health Awareness Training Program. Wellcore will be working with the USRA Coalition to train others on how to appropriately and safely respond to individuals with mental disorders, particularly individuals with serious mental illness and/or serious emotional disturbances, and improve coordination of services for those individuals. Hopefully, this grant will be approved. Thank you to Mayor Minichetti of USR and Councilwoman Liz Homan for spearheading this.

I was thrilled to attend on Monday to attend a must see presentation on COVID-19 sponsored by the Library. Infectious Disease Specialist Eric Granowitz, important to note a graduate of Hillside School, Brookside School, and Northern Highlands. Our own Dr. Granowitz, son of Shiela and Jack Granowitz. He gave an amazing presentation, for an hour, it was riveting. It was on point. It was topical and he fielded questions for about an hour. It was sponsored by the Library, Patty Durso helped lead it. Board of Health President Nadine Benoit was the MC and helped with the questions. Thank you to everyone for bringing this to Allendale.

Staff Report:

Mr. Wiss, Borough Attorney, reported that he had seen reports that vaccine delivery time tables being moved up. He then reported that he has worked with the Policy Committee, the Water Committee, and the 220/230 committee since the two weeks since our last meeting.

Ms. Ryan, Acting Municipal Clerk, stated that the Clerks Office has been busy processing pet licenses, fielding calls, and trying to assist the residents.

Mr. Kistner, the Administrative Officer/Director of Operations, stated that it is his honor to be both the Director of Operations and the head of DPW for this great community. He complimented Crew Chief Dan Richard for stepping up. He also thanked local landscaper Marc Borst and his crew for helping to clear the snow from the downtown. He recognized the work of Michelle, Tatiana, and John for their work in the Clerks office. He then recognized Linda Garofalo, Land Use Administrator, for stepping up in the Building Department. Mr. Kistner then recognized David Jones, the lead driver for Suburban Garbage for his work with the Borough. He concluded by thanking Borough Attorney Ray Wiss for the time he puts in and his assistance on many issues.

Councilman O'Connell complimented Ron Kistner for the team he put together.

Public Comment on any issue:

No one from the public came forward.

Closed Session:

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21-86/Authorize Closed Session under:

1. Attorney Client Privilege – Update on Water Department Deliberations and Negotiations
2. Update on Personnel Matter

Motion by Councilman Sasso, second by Councilman O'Connell that Resolution 21-86 be and is hereby approved.

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

Councilwoman Homan:	aye	Councilman Sasso:	aye
Councilman O'Connell:	aye	Councilman Strauch:	aye
Councilman O'Toole:	aye	Councilwoman Wilczynski:	aye

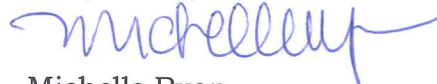
The Mayor and Council went into Closed Executive Session at 9:30p.m and exited at 10:40pm. Minutes of this meeting were taken and will be released to the public at the time the matter is resolved.

The Regular Session meeting resumed at 10:41p.m.

Adjournment:

There being no further business to come before the Mayor and Council, on a motion by Councilwoman Homan, with second by Councilwoman Wilczynski, and unanimously carried, the meeting was adjourned at 10:41p.m.

Respectfully submitted



Michelle Ryan
Acting Municipal Clerk

BOROUGH OF ALLENDALE
BERGEN COUNTY, NEW JERSEY
ORDINANCE NO. 21-01

**AN ORDINANCE OF THE BOROUGH OF ALLENDALE, BERGEN
COUNTY, NEW JERSEY AMENDING AND MODIFYING CHAPTER 231
“STORMWATER CONTROL”, ARTICLE I “GENERAL REGULATIONS”,
OF THE BOROUGH OF ALLENDALE**

WHEREAS, the Borough of Allendale (the “Borough”) regulates the control and discharge of stormwater through the use of stormwater best management practices and nonstructural stormwater management strategies; and

WHEREAS, on March 2, 2020, the New Jersey Department of Environmental Protection (“NJDEP” or the “Department”) adopted amended stormwater management rules at N.J.A.C. 7:8-1, et seq. (the “Amended Rules”), which require municipalities to revise their stormwater control Ordinances in accordance with the Amended Rules.

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

Article I “General Regulations” of Chapter 231 “Stormwater Control”, of the Borough of Allendale is hereby repealed and replaced, in its entirety, as follows:

Section I. Scope and Purpose:

A. Policy Statement

Flood control, groundwater recharge, and pollutant reduction shall be achieved through the use of stormwater management measures, including green infrastructure Best Management Practices (GI BMPs) and nonstructural stormwater management strategies. GI BMPs and low impact development (LID) should be utilized to meet the goal of maintaining natural hydrology to reduce stormwater runoff volume, reduce erosion, encourage infiltration and groundwater recharge, and reduce pollution. GI BMPs and LID should be developed based upon physical site conditions and the origin, nature and the anticipated quantity, or amount, of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.

B. Purpose

The purpose of this Ordinance is to establish minimum stormwater management requirements and controls for “major development,” as defined below in Section II.

C. Applicability

1. This Ordinance shall be applicable to the following major developments:
 - a. Non-residential major developments; and
 - b. Aspects of residential major developments that are not pre-empted by the Residential Site Improvement Standards at N.J.A.C. 5:21.
2. This Ordinance shall also be applicable to all major developments undertaken by the Borough of Allendale.

D. Compatibility with Other Permit and Ordinance Requirements.

Development approvals issued pursuant to this Ordinance are to be considered an integral part of development approvals and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this Ordinance shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare.

This Ordinance is not intended to interfere with, abrogate, or annul any other ordinances, rule or regulation, statute, or other provision of law except that, where any provision of this Ordinance imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, the more restrictive provisions or higher standards shall control.

Section II. Definitions:

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The definitions below are the same as or based on the corresponding definitions in the Stormwater Management Rules at N.J.A.C. 7:8-1.2.

“Community basin” means an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond, established in accordance with N.J.A.C. 7:8-4.2(c)14, that is

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designed and constructed in accordance with the New Jersey Stormwater Best Management Practices Manual, or an alternate design, approved in accordance with N.J.A.C. 7:8-5.2(g), for an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond and that complies with the requirements of this chapter.

“Compaction” means the increase in soil bulk density.

“Contributory drainage area” means the area from which stormwater runoff drains to a stormwater management measure, not including the area of the stormwater management measure itself.

“Core” means a pedestrian-oriented area of commercial and civic uses serving the surrounding municipality, generally including housing and access to public transportation.

“County review agency” means an agency designated by the County Board of Chosen Freeholders to review municipal stormwater management plans and implementing ordinance(s). The county review agency may either be:

1. A county planning agency or
2. A county water resource association created under N.J.S.A 58:16A-55.5, if the ordinance or resolution delegates authority to approve, conditionally approve, or disapprove municipal stormwater management plans and implementing ordinances.

“Department” means the New Jersey Department of Environmental Protection.

“Designated Center” means a State Development and Redevelopment Plan Center as designated by the State Planning Commission such as urban, regional, town, village, or hamlet.

“Design engineer” means a person professionally qualified and duly licensed in New Jersey to perform engineering services that may include, but not necessarily be limited to, development of project requirements, creation and development of project design and preparation of drawings and specifications.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlarge-enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1, *et seq.*

In the case of development of agricultural land, development means: any activity that requires a State permit, any activity reviewed by the County Agricultural Board (CAB) and

the State Agricultural Development Committee (SADC), and municipal review of any activity not exempted by the Right to Farm Act , N.J.S.A. 4:1C-1, *et seq.*

“Disturbance” means the placement or reconstruction of impervious surface or motor vehicle surface, or exposure and/or movement of soil or bedrock or clearing, cutting, or removing of vegetation. Milling and repaving is not considered disturbance for the purposes of this definition.

“Drainage area” means a geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving waterbody or to a particular point along a receiving waterbody.

“Environmentally constrained area” means the following areas where the physical alteration of the land is in some way restricted, either through regulation, easement, deed restriction or ownership such as: wetlands, floodplains, threatened and endangered species sites or designated habitats, and parks and preserves. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

“Environmentally critical area” means an area or feature which is of significant environmental value, including but not limited to: stream corridors, natural heritage priority sites, habitats of endangered or threatened species, large areas of contiguous open space or upland forest, steep slopes, and well head protection and groundwater recharge areas. Habitats of endangered or threatened species are identified using the Department’s Landscape Project as approved by the Department’s Endangered and Nongame Species Program.

“Erosion” means the detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

“Green infrastructure” means a stormwater management measure that manages stormwater close to its source by:

1. Treating stormwater runoff through infiltration into subsoil;
2. Treating stormwater runoff through filtration by vegetation or soil; or
3. Storing stormwater runoff for reuse.

"HUC 14" or "hydrologic unit code 14" means an area within which water drains to a particular receiving surface water body, also known as a subwatershed, which is identified by a 14-digit hydrologic unit boundary designation, delineated within New Jersey by the United States Geological Survey.

“Impervious surface” means a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.

“Infiltration” is the process by which water seeps into the soil from precipitation.

“Lead planning agency” means one or more public entities having stormwater management planning authority designated by the regional stormwater management planning committee pursuant to N.J.A.C. 7:8-3.2, that serves as the primary representative of the committee.

“Major development” means an individual “development,” as well as multiple developments that individually or collectively result in the disturbance of one or more acres of land since February 2, 2004;

Major development includes all developments that are part of a common plan of development or sale (for example, phased residential development) that collectively or individually result in the disturbance of one or more acres of land since February 2, 2004. Projects undertaken by any government agency that otherwise meet the definition of “major development” but which do not require approval under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., are also considered “major development.”

“Motor vehicle” means land vehicles propelled other than by muscular power, such as automobiles, motorcycles, autocycles, and low speed vehicles. For the purposes of this definition, motor vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, motorized wheelchairs, go-carts, gas buggies, golf carts, ski-slope grooming machines, or vehicles that run only on rails or tracks.

“Motor vehicle surface” means any pervious or impervious surface that is intended to be used by “motor vehicles” and/or aircraft, and is directly exposed to precipitation including, but not limited to, driveways, parking areas, parking garages, roads, racetracks, and runways.

“Municipality” means any city, borough, town, township, or village.

“New Jersey Stormwater Best Management Practices (BMP) Manual” or “BMP Manual” means the manual maintained by the Department providing, in part, design specifications, removal rates, calculation methods, and soil testing procedures approved by the Department as being capable of contributing to the achievement of the stormwater management standards specified in this chapter. The BMP Manual is periodically amended by the Department as necessary to provide design specifications on additional best management practices and new information on already included practices reflecting the best available current information regarding the particular practice and the Department’s determination as to the ability of that best management practice to contribute to compliance with the standards contained in this chapter. Alternative stormwater management measures, removal rates, or calculation methods may be utilized, subject to any limitations specified in this chapter, provided the design engineer demonstrates to

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the municipality, in accordance with Section IV.F and N.J.A.C. 7:8-5.2(g), that the proposed measure and its design will contribute to achievement of the design and performance standards established by this chapter.

“Node” means an area designated by the State Planning Commission concentrating facilities and activities which are not organized in a compact form.

“Nutrient” means a chemical element or compound, such as nitrogen or phosphorus, which is essential to and promotes the development of organisms.

“Person” means any individual, corporation, company, partnership, firm, association, political subdivision of this State and any state, interstate or Federal agency.

“Pollutant” means any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, medical wastes, radioactive substance (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. §§ 2011 *et seq.*)), thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, agricultural, and construction waste or runoff, or other residue discharged directly or indirectly to the land, ground waters or surface waters of the State, or to a domestic treatment works. “Pollutant” includes both hazardous and nonhazardous pollutants.

“Recharge” means the amount of water from precipitation that infiltrates into the ground and is not evapotranspired.

“Regulated impervious surface” means any of the following, alone or in combination:

1. A net increase of impervious surface;
2. The total area of impervious surface collected by a new stormwater conveyance system (for the purpose of this definition, a “new stormwater conveyance system” is a stormwater conveyance system that is constructed where one did not exist immediately prior to its construction or an existing system for which a new discharge location is created);
3. The total area of impervious surface proposed to be newly collected by an existing stormwater conveyance system; and/or
4. The total area of impervious surface collected by an existing stormwater conveyance system where the capacity of that conveyance system is increased.

“Regulated motor vehicle surface” means any of the following, alone or in combination:

1. The total area of motor vehicle surface that is currently receiving water;
2. A net increase in motor vehicle surface; and/or
quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant, where the water quality treatment will be modified or removed.

“Sediment” means solid material, mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water or gravity as a product of erosion.

“Site” means the lot or lots upon which a major development is to occur or has occurred.

“Soil” means all unconsolidated mineral and organic material of any origin.

“State Development and Redevelopment Plan Metropolitan Planning Area (PA1)” means an area delineated on the State Plan Policy Map and adopted by the State Planning Commission that is intended to be the focus for much of the State’s future redevelopment and revitalization efforts.

“State Plan Policy Map” is defined as the geographic application of the State Development and Redevelopment Plan’s goals and statewide policies, and the official map of these goals and policies.

“Stormwater” means water resulting from precipitation (including rain and snow) that runs off the land’s surface, is transmitted to the subsurface, or is captured by separate storm sewers or other sewage or drainage facilities, or conveyed by snow removal equipment.

“Stormwater management BMP” means an excavation or embankment and related areas designed to retain stormwater runoff. A stormwater management BMP may either be normally dry (that is, a detention basin or infiltration system), retain water in a permanent pool (a retention basin), or be planted mainly with wetland vegetation (most constructed stormwater wetlands).

“Stormwater management measure” means any practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.

“Stormwater runoff” means water flow on the surface of the ground or in storm sewers, resulting from precipitation.

“Stormwater management planning agency” means a public body authorized by legislation to prepare stormwater management plans.

“Stormwater management planning area” means the geographic area for which a stormwater management planning agency is authorized to prepare stormwater management plans, or a specific portion of that area identified in a stormwater management plan prepared by that agency.

“Water control structure” means a structure within, or adjacent to, a water, which intentionally or coincidentally alters the hydraulic capacity, the flood elevation resulting from the two-, 10-, or 100-year storm, flood hazard area limit, and/or floodway limit of the water. Examples of a water control structure may include a bridge, culvert, dam, embankment, ford (if above grade), retaining wall, and weir.

“Waters of the State” means the ocean and its estuaries, all springs, streams, wetlands, and bodies of surface or groundwater, whether natural or artificial, within the boundaries of the State of New Jersey or subject to its jurisdiction.

“Wetlands” or “wetland” means an area that is inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

Section III. Design and Performance Standards for Stormwater Management Measures.

- A. Stormwater management measures for major development shall be designed to provide erosion control, groundwater recharge, stormwater runoff quantity control, and stormwater runoff quality treatment as follows:
 - 1. The minimum standards for erosion control are those established under the Soil and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules at N.J.A.C. 2:90.
 - 2. The minimum standards for groundwater recharge, stormwater quality, and stormwater runoff quantity shall be met by incorporating green infrastructure.
- B. The standards in this Ordinance apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules.

Section IV. Stormwater Management Requirements for Major Development

- A. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with Section J, below.

- B. Stormwater management measures shall avoid adverse impacts of concentrated flow on habitat for threatened and endangered species as documented in the Department's Landscape Project or Natural Heritage Database established under N.J.S.A. 13:1B-15.147 through 15.150, particularly *Helonias bullata* (swamp pink) and/or *Clemmys muhlnebergi* (bog turtle).
- C. The following linear development projects are exempt from the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of Sections IV.P, Q and R:
1. The construction of an underground utility line provided that the disturbed areas are revegetated upon completion;
 2. The construction of an aboveground utility line provided that the existing conditions are maintained to the maximum extent practicable; and
 3. The construction of a public pedestrian access, such as a sidewalk or trail with a maximum width of 14 feet, provided that the access is made of permeable material.
- D. A waiver from strict compliance from the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of Section IV.O, P, Q and R may be obtained for the enlargement of an existing public roadway or railroad; or the construction or enlargement of a public pedestrian access, provided that the following conditions are met:
1. The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;
 2. The applicant demonstrates through an alternatives analysis, that through the use of stormwater management measures, the option selected complies with the requirements of Sections IV.O, P, Q and R to the maximum extent practicable;
 3. The applicant demonstrates that, in order to meet the requirements of Sections IV.O, P, Q and R, existing structures currently in use, such as homes and buildings, would need to be condemned; and
 4. The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under IV.D.3 above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of Sections IV.O, P, Q and R that were not achievable onsite.

- E. Tables 1 through 3 below summarize the ability of stormwater best management practices identified and described in the New Jersey Stormwater Best Management Practices Manual to satisfy the green infrastructure, groundwater recharge, stormwater runoff quality and stormwater runoff quantity standards specified in Sections IV.O, P, Q and R. When designed in accordance with the most current version of the New Jersey Stormwater Best Management Practices Manual, the stormwater management measures found at N.J.A.C. 7:8-5.2 (f) Tables 5-1, 5-2 and 5-3 and listed below in Tables 1, 2 and 3 are presumed to be capable of providing stormwater controls for the design and performance standards as outlined in the tables below. Upon amendments of the New Jersey Stormwater Best Management Practices to reflect additions or deletions of BMPs meeting these standards, or changes in the presumed performance of BMPs designed in accordance with the New Jersey Stormwater BMP Manual, the Department shall publish in the New Jersey Registers a notice of administrative change revising the applicable table. The most current version of the BMP Manual can be found on the Department's website at:
https://njstormwater.org/bmp_manual2.htm.
- F. Where the BMP tables in the NJ Stormwater Management Rule are different due to updates or amendments with the tables in this Ordinance the BMP Tables in the Stormwater Management rule at N.J.A.C. 7:8-5.2(f) shall take precedence.

Table 1 Green Infrastructure BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or Stormwater Runoff Quantity				
Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Cistern	0	Yes	No	--
Dry Well ^(a)	0	No	Yes	2
Grass Swale	50 or less	No	No	2 ^(e) 1 ^(f)
Green Roof	0	Yes	No	--
Manufactured Treatment Device ^{(a) (g)}	50 or 80	No	No	Dependent upon the device
Pervious Paving System ^(a)	80	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Small-Scale Bioretention Basin ^(a)	80 or 90	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Small-Scale Infiltration Basin ^(a)	80	Yes	Yes	2
Small-Scale Sand Filter	80	Yes	Yes	2
Vegetative Filter Strip	60-80	No	No	--

(Notes corresponding to annotations ^(a) through ^(g) are found below)

Table 2 Green Infrastructure BMPs for Stormwater Runoff Quantity (or for Groundwater Recharge and/or Stormwater Runoff Quality with a Waiver or Variance from N.J.A.C. 7:8-5.3)				
Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Bioretention System	80 or 90	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Infiltration Basin	80	Yes	Yes	2
Sand Filter ^(b)	80	Yes	Yes	2
Standard Constructed Wetland	90	Yes	No	N/A
Wet Pond ^(d)	50-90	Yes	No	N/A

(Notes corresponding to annotations ^(b) through ^(d) are found below)

Table 3 BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or Stormwater Runoff Quantity only with a Waiver or Variance from N.J.A.C. 7:8-5.3				
Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Blue Roof	0	Yes	No	N/A
Extended Detention Basin	40-60	Yes	No	1
Manufactured Treatment Device ^(h)	50 or 80	No	No	Dependent upon the device
Sand Filter ^(c)	80	Yes	No	1
Subsurface Gravel Wetland	90	No	No	1
Wet Pond	50-90	Yes	No	N/A

Notes to Tables 1, 2, and 3:

- (a) subject to the applicable contributory drainage area limitation specified at Section IV.O.2;
- (b) designed to infiltrate into the subsoil;
- (c) designed with underdrains;
- (d) designed to maintain at least a 10-foot wide area of native vegetation along at least 50 percent of the shoreline and to include a stormwater runoff retention component designed to capture stormwater runoff for beneficial reuse, such as irrigation;
- (e) designed with a slope of less than two percent;
- (f) designed with a slope of equal to or greater than two percent;
- (g) manufactured treatment devices that meet the definition of green infrastructure at Section II;
- (h) manufactured treatment devices that do not meet the definition of green infrastructure at Section II.

G. An alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate may be used if the design engineer demonstrates the capability of the proposed alternative stormwater management measure and/or the validity of

the alternative rate or method to the municipality. A copy of any approved alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate shall be provided to the Department in accordance with Section VI.B. Alternative stormwater management measures may be used to satisfy the requirements at Section IV.O only if the measures meet the definition of green infrastructure at Section II. Alternative stormwater management measures that function in a similar manner to a BMP listed at Section O.2 are subject to the contributory drainage area limitation specified at Section O.2 for that similarly functioning BMP. Alternative stormwater management measures approved in accordance with this subsection that do not function in a similar manner to any BMP listed at Section O.2 shall have a contributory drainage area less than or equal to 2.5 acres, except for alternative stormwater management measures that function similarly to cisterns, grass swales, green roofs, standard constructed wetlands, vegetative filter strips, and wet ponds, which are not subject to a contributory drainage area limitation. Alternative measures that function similarly to standard constructed wetlands or wet ponds shall not be used for compliance with the stormwater runoff quality standard unless a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section IV.D is granted from Section IV.O.

- H. Whenever the stormwater management design includes one or more BMPs that will infiltrate stormwater into subsoil, the design engineer shall assess the hydraulic impact on the groundwater table and design the site, so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table, so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems or other subsurface structures within the zone of influence of the groundwater mound, or interference with the proper functioning of the stormwater management measure itself.
- I. Design standards for stormwater management measures are as follows:
 - 1. Stormwater management measures shall be designed to take into account the existing site conditions, including, but not limited to, environmentally critical areas; wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability, and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone);
 - 2. Stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure, as appropriate, and shall have parallel bars with one-inch spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than one-third the width of the diameter of the orifice or one-third the width of the weir, with a minimum spacing between bars of one inch and a maximum spacing between bars of six inches. In addition, the design of trash racks must comply with the requirements of Section VIII.C;

3. Stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, 7.4, and 7.5 shall be deemed to meet this requirement;
 4. Stormwater management BMPs shall be designed to meet the minimum safety standards for stormwater management BMPs at Section VIII; and
 5. The size of the orifice at the intake to the outlet from the stormwater management BMP shall be a minimum of two and one-half inches in diameter.
- J. Manufactured treatment devices may be used to meet the requirements of this subchapter, provided the pollutant removal rates are verified by the New Jersey Corporation for Advanced Technology and certified by the Department. Manufactured treatment devices that do not meet the definition of green infrastructure at Section II may be used only under the circumstances described at Section IV.O.4.
- K. Any application for a new agricultural development that meets the definition of major development at Section II shall be submitted to the Soil Conservation District for review and approval in accordance with the requirements at Sections IV.O, P, Q and R and any applicable Soil Conservation District guidelines for stormwater runoff quantity and erosion control. For purposes of this subsection, "agricultural development" means land uses normally associated with the production of food, fiber, and livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacture of agriculturally related products.
- L. If there is more than one drainage area, the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Sections IV.P, Q and R shall be met in each drainage area, unless the runoff from the drainage areas converge onsite and no adverse environmental impact would occur as a result of compliance with any one or more of the individual standards being determined utilizing a weighted average of the results achieved for that individual standard across the affected drainage areas.
- M. Any stormwater management measure authorized under the municipal stormwater management plan or Ordinance shall be reflected in a deed notice recorded in the Office of the County Clerk. A form of deed notice shall be submitted to the municipality for approval prior to filing. The deed notice shall contain a description of the stormwater management measure(s) used to meet the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Sections IV.O, P, Q and R and shall identify the location of the stormwater management measure(s) in NAD 1983 State Plane New Jersey FIPS 2900 US Feet or Latitude and Longitude in decimal degrees. The deed notice shall also reference the maintenance plan required to be recorded upon the deed

pursuant to Section X.B.5. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality. Proof that the required information has been recorded on the deed shall be in the form of either a copy of the complete recorded document or a receipt from the clerk or other proof of recordation provided by the recording office. However, if the initial proof provided to the municipality is not a copy of the complete recorded document, a copy of the complete recorded document shall be provided to the municipality within 180 calendar days of the authorization granted by the municipality.

- N. A stormwater management measure approved under the municipal stormwater management plan or Ordinance may be altered or replaced with the approval of the municipality, if the municipality determines that the proposed alteration or replacement meets the design and performance standards pursuant to Section IV and provides the same level of stormwater management as the previously approved stormwater management measure that is being altered or replaced. If an alteration or replacement is approved, a revised deed notice shall be submitted to the municipality for approval and subsequently recorded with the Office of the County Clerk and shall contain a description and location of the stormwater management measure, as well as reference to the maintenance plan, in accordance with Section M, above. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality in accordance with Section M, above.

O. Green Infrastructure Standards.

1. This subsection specifies the types of green infrastructure BMPs that may be used to satisfy the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards.
2. To satisfy the groundwater recharge and stormwater runoff quality standards at Sections IV.P and Q, the design engineer shall utilize green infrastructure BMPs identified in Table 1 at Section IV.F. and/or an alternative stormwater management measure approved in accordance with Section IV.G. The following green infrastructure BMPs are subject to the following maximum contributory drainage area limitations:

Best Management Practice	Maximum Contributory Drainage Area
Dry Well	1 acre
Manufactured Treatment Device	2.5 acres
Pervious Pavement Systems	Area of additional inflow cannot exceed three times the area occupied by the BMP
Small-scale Bioretention Systems	2.5 acres
Small-scale Infiltration Basin	2.5 acres
Small-scale Sand Filter	2.5 acres

3. To satisfy the stormwater runoff quantity standards at Section IV.R, the design engineer shall utilize BMPs from Table 1 or from Table 2 and/or an alternative stormwater management measure approved in accordance with Section IV.G.
4. If a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section IV.D is granted from the requirements of this subsection, then BMPs from Table 1, 2, or 3, and/or an alternative stormwater management measure approved in accordance with Section IV.G may be used to meet the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Sections IV.P, Q and R.
5. For separate or combined storm sewer improvement projects, such as sewer separation, undertaken by a government agency or public utility (for example, a sewerage company), the requirements of this subsection shall only apply to areas owned in fee simple by the government agency or utility, and areas within a right-of-way or easement held or controlled by the government agency or utility; the entity shall not be required to obtain additional property or property rights to fully satisfy the requirements of this subsection. Regardless of the amount of area of a separate or combined storm sewer improvement project subject to the green infrastructure requirements of this subsection, each project shall fully comply with the applicable groundwater recharge, stormwater runoff quality control, and stormwater runoff quantity standards at Sections IV.P, Q and R unless the project is granted a waiver from strict compliance in accordance with Section IV.D.

P. Groundwater Recharge Standards.

1. This subsection contains the minimum design and performance standards for groundwater recharge as follows:

2. The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at Section V, either:
 - i. Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100 percent of the average annual pre-construction groundwater recharge volume for the site; or
 - ii. Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the 2-year storm is infiltrated.
3. This groundwater recharge requirement does not apply to projects subject to 4 below.
4. The following types of stormwater shall not be recharged:
 - i. Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or petroleum products are loaded/unloaded, stored, or applied, areas where pesticides are loaded/unloaded or stored; areas where hazardous materials are expected to be present in greater than “reportable quantities” as defined by the United States Environmental Protection Agency (EPA) at 40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan or landfill closure plan and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and
 - ii. Industrial stormwater exposed to “source material.” “Source material” means any material(s) or machinery, located at an industrial facility, that is directly or indirectly related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-products; industrial machinery and fuels, and lubricants, solvents, and detergents that are related to process, manufacturing, or other industrial activities that are exposed to stormwater.

Q. Stormwater Runoff Quality Standards.

1. This subsection contains the minimum design and performance standards to control stormwater runoff quality impacts of major development. Stormwater runoff quality standards are applicable when the major development results in an increase of one-quarter acre or more of regulated motor vehicle surface.

2. Stormwater management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff generated from the water quality design storm as follows:
 - i. Eighty percent TSS removal of the anticipated load, expressed as an annual average shall be achieved for the stormwater runoff from the net increase of motor vehicle surface.
 - ii. If the surface is considered regulated motor vehicle surface because the water quality treatment for an area of motor vehicle surface that is currently receiving water quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant is to be modified or removed, the project shall maintain or increase the existing TSS removal of the anticipated load expressed as an annual average.
3. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollutant Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. Every major development, including any that discharge into a combined sewer system, shall comply with 2 above, unless the major development is itself subject to a NJPDES permit with a numeric effluent limitation for TSS or the NJPDES permit to which the major development is subject exempts the development from a numeric effluent limitation for TSS.
4. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 4, below. The calculation of the volume of runoff may take into account the implementation of stormwater management measures.

Table 4 - Water Quality Design Storm Distribution

Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)
1	0.00166	41	0.1728	81	1.0906
2	0.00332	42	0.1796	82	1.0972
3	0.00498	43	0.1864	83	1.1038
4	0.00664	44	0.1932	84	1.1104
5	0.00830	45	0.2000	85	1.1170
6	0.00996	46	0.2117	86	1.1236
7	0.01162	47	0.2233	87	1.1302
8	0.01328	48	0.2350	88	1.1368
9	0.01494	49	0.2466	89	1.1434
10	0.01660	50	0.2583	90	1.1500
11	0.01828	51	0.2783	91	1.1550
12	0.01996	52	0.2983	92	1.1600
13	0.02164	53	0.3183	93	1.1650
14	0.02332	54	0.3383	94	1.1700
15	0.02500	55	0.3583	95	1.1750
16	0.03000	56	0.4116	96	1.1800
17	0.03500	57	0.4650	97	1.1850
18	0.04000	58	0.5183	98	1.1900
19	0.04500	59	0.5717	99	1.1950
20	0.05000	60	0.6250	100	1.2000
21	0.05500	61	0.6783	101	1.2050
22	0.06000	62	0.7317	102	1.2100
23	0.06500	63	0.7850	103	1.2150
24	0.07000	64	0.8384	104	1.2200
25	0.07500	65	0.8917	105	1.2250
26	0.08000	66	0.9117	106	1.2267
27	0.08500	67	0.9317	107	1.2284
28	0.09000	68	0.9517	108	1.2300
29	0.09500	69	0.9717	109	1.2317
30	0.10000	70	0.9917	110	1.2334
31	0.10660	71	1.0034	111	1.2351
32	0.11320	72	1.0150	112	1.2367
33	0.11980	73	1.0267	113	1.2384
34	0.12640	74	1.0383	114	1.2400
35	0.13300	75	1.0500	115	1.2417
36	0.13960	76	1.0568	116	1.2434
37	0.14620	77	1.0636	117	1.2450
38	0.15280	78	1.0704	118	1.2467
39	0.15940	79	1.0772	119	1.2483
40	0.16600	80	1.0840	120	1.2500

5. If more than one BMP in series is necessary to achieve the required 80 percent TSS reduction for a site, the applicant shall utilize the following formula to calculate TSS reduction:

$$R = A + B - (A \times B) / 100,$$

Where

R = total TSS Percent Load Removal from application of both BMPs, and

A = the TSS Percent Removal Rate applicable to the first BMP

B = the TSS Percent Removal Rate applicable to the second BMP

6. Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include green infrastructure BMPs that optimize nutrient removal while still achieving the performance standards in Sections IV.P, Q and R.
7. In accordance with the definition of FW1 at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.
8. The Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-4.1(c)1 establish 300-foot riparian zones along Category One waters, as designated in the Surface Water Quality Standards at N.J.A.C. 7:9B, and certain upstream tributaries to Category One waters. A person shall not undertake a major development that is located within or discharges into a 300-foot riparian zone without prior authorization from the Department under N.J.A.C. 7:13.
9. Pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-11.2(j)3.i, runoff from the water quality design storm that is discharged within a 300-foot riparian zone shall be treated in accordance with this subsection to reduce the post-construction load of total suspended solids by 95 percent of the anticipated load from the developed site, expressed as an annual average.
10. This stormwater runoff quality standards do not apply to the construction of one individual single-family dwelling, provided that it is not part of a larger development or subdivision that has received preliminary or final site plan approval prior to December 3, 2018, and that the motor vehicle surfaces are made of permeable material(s) such as gravel, dirt, and/or shells.

R. Stormwater Runoff Quantity Standards.

1. This subsection contains the minimum design and performance standards to control stormwater runoff quantity impacts of major development.
2. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at Section V, complete one of the following:
 - i. Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the 2-, 10-, and 100-year storm events do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;
 - ii. Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff rates of stormwater leaving the site for the 2-, 10- and 100-year storm events and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development under existing zoning and land use Ordinances in the drainage area;
 - iii. Design stormwater management measures so that the post-construction peak runoff rates for the 2-, 10- and 100-year storm events are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed; or
 - iv. In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with 2.i, ii and iii above is required unless the design engineer demonstrates through hydrologic and hydraulic analysis that the increased volume, change in timing, or increased rate of the stormwater runoff, or any combination of the three will not result in additional flood damage below the point of discharge of the major development. No analysis is required if the stormwater is discharged directly into any ocean, bay, inlet, or the reach of any watercourse between its confluence with an ocean, bay, or inlet and downstream of the first water control structure.
3. The stormwater runoff quantity standards shall be applied at the site's boundary to each abutting lot, roadway, watercourse, or receiving storm sewer system.

Section V. Calculation of Stormwater Runoff and Groundwater Recharge:

A. Stormwater runoff shall be calculated in accordance with the following:

1. The design engineer shall calculate runoff using one of the following methods:

[Filename: 21-01 Ordinance Amending Chpt231-Stormwater Control Article I General Regulations 201228 draft]

- i. The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in Chapters 7, 9, 10, 15 and 16 Part 630, Hydrology National Engineering Handbook, incorporated herein by reference as amended and supplemented. This methodology is additionally described in *Technical Release 55 - Urban Hydrology for Small Watersheds* (TR-55), dated June 1986, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the Natural Resources Conservation Service website at:

https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1044171.pdf

or at United States Department of Agriculture Natural Resources Conservation Service, 220 Davison Avenue, Somerset, New Jersey 08873; or

- ii. The Rational Method for peak flow and the Modified Rational Method for hydrograph computations. The rational and modified rational methods are described in "Appendix A-9 Modified Rational Method" in the Standards for Soil Erosion and Sediment Control in New Jersey, January 2014. This document is available from the State Soil Conservation Committee or any of the Soil Conservation Districts listed at N.J.A.C. 2:90-1.3(a)3. The location, address, and telephone number for each Soil Conservation District is available from the State Soil Conservation Committee, PO Box 330, Trenton, New Jersey 08625. The document is also available at:

<http://www.nj.gov/agriculture/divisions/anr/pdf/2014NJSoilErosionControlStandardsComplete.pdf>

2. For the purpose of calculating runoff coefficients and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term "runoff coefficient" applies to both the NRCS methodology above at Section V.A.1.i and the Rational and Modified Rational Methods at Section V.A.1.ii. A runoff coefficient or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover have existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).

3. In computing pre-construction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts, that may reduce pre-construction stormwater runoff rates and volumes.
4. In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the NRCS *Technical Release 55 – Urban Hydrology for Small Watersheds* or other methods may be employed.
5. If the invert of the outlet structure of a stormwater management measure is below the flood hazard design flood elevation as defined at N.J.A.C. 7:13, the design engineer shall take into account the effects of tailwater in the design of structural stormwater management measures.

B. Groundwater recharge may be calculated in accordance with the following:

New Jersey Geological Survey Report GSR-32, A Method for Evaluating Groundwater-Recharge Areas in New Jersey, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the New Jersey Stormwater Best Management Practices Manual; at the New Jersey Geological Survey website at:

<https://www.nj.gov/dep/njgs/pricelst/greport/gsr32.pdf>

or at New Jersey Geological and Water Survey, 29 Arctic Parkway, PO Box 420 Mail Code 29-01, Trenton, New Jersey 08625-0420.

Section VI. Sources for Technical Guidance.

- A. Technical guidance for stormwater management measures can be found in the documents listed below, which are available to download from the Department's website at

http://www.nj.gov/dep/stormwater/bmp_manual2.htm.

1. Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended and supplemented. Information is provided on stormwater management measures such as, but not limited to, those listed in Tables 1, 2, and 3.

2. Additional maintenance guidance is available on the Department's website at:

https://www.njstormwater.org/maintenance_guidance.htm.

- B. Submissions required for review by the Department should be mailed to:

The Division of Water Quality, New Jersey Department of Environmental Protection, Mail Code 401-02B, PO Box 420, Trenton, New Jersey 08625-0420.

Section VII. Solids and Floatable Materials Control Standards:

- A. Site design features identified under Section IV.F, above, or alternative designs in accordance with Section D(7), above, to prevent discharge of trash and debris from drainage systems shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, "solid and floatable materials" means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see Section VII.A.2., below.

1. Design engineers shall use one of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:
 - i. The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines; or
 - ii. A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

Examples of grates subject to this standard include grates in grate inlets, the grate portion (non-curb-opening portion) of combination inlets, grates on storm sewer manholes, ditch grates, trench grates, and grates of spacer bars in slotted drains. Examples of ground surfaces include surfaces of roads (including bridges), driveways, parking areas, bikeways, plazas, sidewalks, lawns, fields, open channels, and stormwater system floors used to collect stormwater from the surface into a storm drain or surface water body.

- iii. For curb-opening inlets, including curb-opening inlets in combination inlets, the clear space in that curb opening, or each individual clear space if the curb opening has two or more clear spaces, shall have an area of no more than seven (7.0)

square inches, or be no greater than two (2.0) inches across the smallest dimension.

2. The standard in A.1. above does not apply:

- i. Where each individual clear space in the curb opening in existing curb-opening inlet does not have an area of more than nine (9.0) square inches;
- ii. Where the municipality agrees that the standards would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets;
- iii. Where flows from the water quality design storm as specified in N.J.A.C. 7:8 are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:
 - a. A rectangular space four and five-eighths (4.625) inches long and one and one-half (1.5) inches wide (this option does not apply for outfall netting facilities); or
 - b. A bar screen having a bar spacing of 0.5 inches.

Note that these exemptions do not authorize any infringement of requirements in the Residential Site Improvement Standards for bicycle safe grates in new residential development (N.J.A.C. 5:21-4.18(b)2 and 7.4(b)1).

- iv. Where flows are conveyed through a trash rack that has parallel bars with one-inch (1 inch) spacing between the bars, to the elevation of the Water Quality Design Storm as specified in N.J.A.C. 7:8; or
- v. Where the New Jersey Department of Environmental Protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.

Section VIII. Safety Standards for Stormwater Management Basins:

- A. This section sets forth requirements to protect public safety through the proper design and operation of stormwater management BMPs. This section applies to any new stormwater management BMP.

B. The provisions of this section are not intended to preempt more stringent municipal or county safety requirements for new or existing stormwater management BMPs. Municipal and county stormwater management plans and Ordinances may, pursuant to their authority, require existing stormwater management BMPs to be retrofitted to meet one or more of the safety standards in Sections VIII.C.1, VIII.C.2, and VIII.C.2 for trash racks, overflow grates, and escape provisions at outlet structures.

C. Requirements for Trash Racks, Overflow Grates and Escape Provisions:

1. A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the Stormwater management BMP to ensure proper functioning of the BMP outlets in accordance with the following:
 - i. The trash rack shall have parallel bars, with no greater than six-inch spacing between the bars;
 - ii. The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure;
 - iii. The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack; and
 - iv. The trash rack shall be constructed of rigid, durable, and corrosion resistant material and designed to withstand a perpendicular live loading of 300 pounds per square foot.
2. An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:
 - i. The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.
 - ii. The overflow grate spacing shall be no less than two inches across the smallest dimension
 - iii. The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 pounds per square foot.

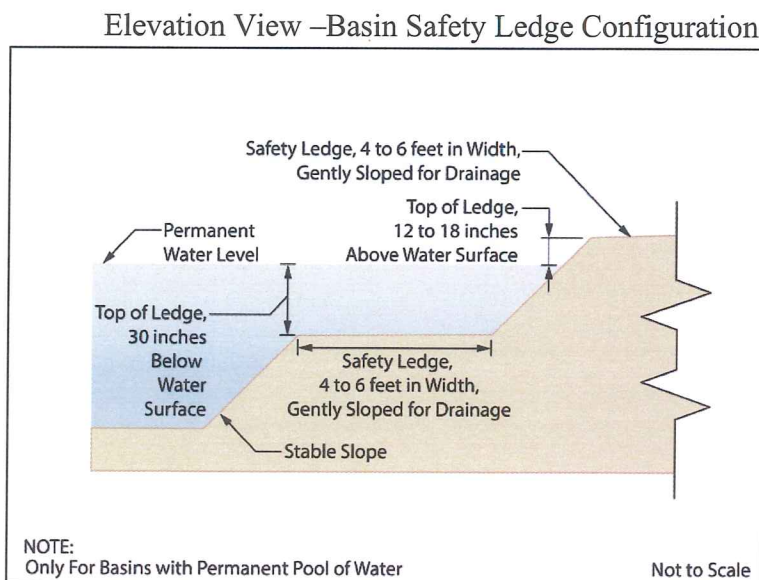
3. Stormwater management BMPs shall include escape provisions as follows:

- i. If a stormwater management BMP has an outlet structure, escape provisions shall be incorporated in or on the structure. Escape provisions include the installation of permanent ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management BMPs. With the prior approval of the municipality pursuant to Section VIII.C, a free-standing outlet structure may be exempted from this requirement;
- ii. Safety ledges shall be constructed on the slopes of all new stormwater management BMPs having a permanent pool of water deeper than two and one-half feet. Safety ledges shall be comprised of two steps. Each step shall be four to six feet in width. One step shall be located approximately two and one-half feet below the permanent water surface, and the second step shall be located one to one and one-half feet above the permanent water surface. See VIII.E for an illustration of safety ledges in a stormwater management BMP; and
- iii. In new stormwater management BMPs, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than three horizontal to one vertical.

D. Variance or Exemption from Safety Standard.

A variance or exemption from the safety standards for stormwater management BMPs may be granted only upon a written finding by the municipality that the variance or exemption will not constitute a threat to public safety.

E. Safety Ledge Illustration



Section IX. Requirements for a Site Development Stormwater Plan:

A. Submission of Site Development Stormwater Plan.

1. Whenever an applicant seeks municipal approval of a development subject to this Ordinance, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at Section IX,C, below, as part of the submission of the application for approval.
2. The applicant shall demonstrate that the project meets the standards set forth in this Ordinance.

B. Site Development Stormwater Plan Approval.

The applicant's Site Development project shall be reviewed as a part of the review process by the municipal board or official from which municipal approval is sought. The municipal board or official shall consult the municipality's review engineer to determine if all of the checklist requirements have been satisfied and to determine if the project meets the standards set forth in this Ordinance.

C. Submission of Site Development Stormwater Plan.

The following information shall be required:

1. Topographic Base Map

The reviewing engineer may require upstream tributary drainage system information as necessary. It is recommended that the topographic base map of the site be submitted which extends a minimum of 200 feet beyond the limits of the proposed development, at a scale of 1"=200' or greater, showing 2-foot contour intervals. The map as appropriate may indicate the following: existing surface water drainage, shorelines, steep slopes, soils, erodible soils, perennial or intermittent streams that drain into or upstream of the Category One waters, wetlands and flood plains along with their appropriate buffer strips, marshlands and other wetlands, pervious or vegetative surfaces, existing man-made structures, roads, bearing and distances of property lines, and significant natural and manmade features not otherwise shown.

2. Environmental Site Analysis

A written and graphic description of the natural and man-made features of the site and its surroundings should be submitted. This description should include a discussion of soil conditions, slopes, wetlands, waterways and vegetation on the site. Particular attention

should be given to unique, unusual, or environmentally sensitive features and to those that provide particular opportunities or constraints for development.

3. Project Description and Site Plans

A map (or maps) at the scale of the topographical base map indicating the location of existing and proposed buildings roads, parking areas, utilities, structural facilities for stormwater management and sediment control, and other permanent structures. The map(s) shall also clearly show areas where alterations will occur in the natural terrain and cover, including lawns and other landscaping, and seasonal high groundwater elevations. A written description of the site plan and justification for proposed changes in natural conditions shall also be provided.

4. Land Use Planning and Source Control Plan

This plan shall provide a demonstration of how the goals and standards of Sections III through V are being met. The focus of this plan shall be to describe how the site is being developed to meet the objective of controlling groundwater recharge, stormwater quality and stormwater quantity problems at the source by land management and source controls whenever possible.

5. Stormwater Management Facilities Map

The following information, illustrated on a map of the same scale as the topographic base map, shall be included:

- i. Total area to be disturbed, paved or built upon, proposed surface contours, land area to be occupied by the stormwater management facilities and the type of vegetation thereon, and details of the proposed plan to control and dispose of stormwater.
- ii. Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.

6. Calculations:

- i. Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in Section IV.

- ii. When the proposed stormwater management control measures depend on the hydrologic properties of soils or require certain separation from the seasonal high water table, then a soils report shall be submitted. The soils report shall be based on onsite boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soils present at the location of the control measure.

7. Maintenance and Repair Plan

The design and planning of the stormwater management facility shall meet the maintenance requirements of Section X, below.

8. Waiver from Submission Requirements

The municipal official or board reviewing an application under this Ordinance may, in consultation with the municipality's review engineer, waive submission of any of the requirements in Sections IX.C.1 through IX.C.6e when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

Section X. Maintenance and Repair.

A. Applicability

Projects subject to review as in Section I.C shall comply with the requirements of Sections X.B and X.C.

B. General Maintenance

1. The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.
2. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). The plan shall contain information on BMP location, design, ownership, maintenance tasks and frequencies, and other details as specified in Chapter 8 of the NJ BMP Manual, as well as the tasks specific to the type of BMP, as described in the applicable chapter containing design specifics.
3. If the maintenance plan identifies a person other than the property owner (for example, a developer, a public agency or homeowners' association) as having the responsibility for

maintenance, the plan shall include documentation of such person's or entity's agreement to assume this responsibility, or of the owner's obligation to dedicate a stormwater management facility to such person under an applicable Ordinance or regulation.

4. Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project. The individual property owner may be assigned incidental tasks, such as weeding of a green infrastructure BMP, provided the individual agrees to assume these tasks; however, the individual cannot be legally responsible for all of the maintenance required.
5. If the party responsible for maintenance identified under Section X.B.3, above, is not a public agency, the maintenance plan and any future revisions based on Section X.B.7 below, shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.
6. Preventative and corrective maintenance shall be performed to maintain the functional parameters (storage volume, infiltration rates, inflow/outflow capacity, etc.) of the stormwater management measure, including, but not limited to, repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of non-vegetated linings.
7. The party responsible for maintenance identified under Section X.B.3, above, shall perform all of the following requirements:
 - i. maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders;
 - ii. evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed; and
 - iii. retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by Sections X.B.6 and B.7 above.
8. The requirements of Sections X.B.3 and B.4, above, do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency, subject to all applicable stormwater general permit conditions, as issued by the Department.

Maintenance and inspection guidance can be found on the Department's website at:

https://www.njstormwater.org/maintenance_guidance.htm.

9. In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance or repair, the municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect maintenance and repair of the facility in a manner that is approved by the municipal engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the municipality may immediately proceed to do so and shall bill the cost thereof to the responsible person. Nonpayment of such bill may result in a lien on the property.

- C. Nothing in this subsection shall preclude the municipality from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53.

Section XI. Penalties:

Any person(s) who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation of this Ordinance shall be subject to the penalties set forth in the Borough's General Penalty Ordinance, Chapter 1, Article III, of the Borough Code of Ordinances, and each day that the building, structure or land is permitted to remain in violation of this Ordinance shall be considered a separate and distinct offense. The Municipal Court shall have jurisdiction to enforce and collect any such penalty imposed in a summary manner and in accordance with the Penalty Enforcement Law, N.J.S.A. 2A:58-1, *et seq.*

Section XII. Severability:

All Ordinances or parts of Ordinances of the Borough of Allendale heretofore adopted that are inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any remaining part thereof.

Section XIII. Effective Date:

All actions of the Borough taken prior to the date of adoption hereof contemplated by this Ordinance are hereby ratified and approved.

This Ordinance shall take effect immediately upon its final passage, approval and publication as provided by law.

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

I hereby certify that the foregoing is a true copy of an ordinance introduced by the Mayor and Council of the Borough of Allendale on February 11, 2021

Michelle Rep
Acting Borough Clerk

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

DATE: 02/11/2021

RESOLUTION# 21-72

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

APPROVAL OF 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 February 11, 2021 in the amounts of:

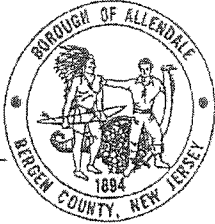
Current Fund	\$1,253,972.68
Payroll Account	\$185,633.22
General Capital	\$33,100.22
Animal Fund	\$0.00
Grant Fund	\$0.00
COAH/Housing Trust	\$325.00
Improvement & Beautification	\$0.00
Unemployment Fund	\$0.00
Trust Fund	\$7,261.25
Water Operating	\$0.00
Water Capital	\$0.00

Total	\$1,480,292.37
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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2021.



Michelle Ryan
Acting Municipal Clerk



BOROUGH OF ALLENDALE
500 West Crescent Avenue, Allendale, NJ 07401-1792

OFFICE OF TAX COLLECTOR
OFFICE OF CHIEF FINANCIAL OFFICER

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

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

Certified February 11, 2021

M. Alissa Mayer

M. Alissa Mayer, CMFO
Chief Financial Officer

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

DATE: 02/11/2021

RESOLUTION# 21-73

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**CONSENT & AGREEMENT TO THE EXECUTION OF AN ORDER OF
PROVISIONAL AUTHORIZATION AND DESIGNATION OF AN ACTING
MUNICIPAL COURT ADMINISTRATOR BETWEEN THE MUNICIPALITY OF
ALLENDALE AND THE MUNICIPALITY OF UPPER SADDLE RIVER**

WHEREAS, pursuant to N.J.S.A. 2B:12-10 the Municipality of Upper Saddle River and the Municipality of Allendale are required to provide for a Municipal Court Administrator; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et. Seq., any municipality of the State of New Jersey may contract with any other municipality or municipalities to share services that any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, in accordance with N.J.S.A. 2B:12-1(c) the Municipality of Upper Saddle River and the Municipality of Allendale consent and agree to share the professional services of the Municipal Court Administrator on a provisional basis to undertake the duties of the absent Municipal Court Administrator during scheduled and/or unscheduled leaves, within the two respective municipalities; and

WHEREAS, as required by N.J.S.A. 2B:12-10(b), the pay rate is \$20 per hour, not to exceed \$2,000 annually.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Allendale that the Municipality of Allendale and the Municipality of Upper Saddle River consent to the agreement, attached hereto and incorporated herein by reference, for the year 2021.

BE IT FURTHER RESOLVED, that the Mayor and Acting Municipal Clerk be and are hereby authorized to sign said agreement.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2021.



Michelle Ryan
Acting Municipal Clerk



Joanne Minichetti
Mayor

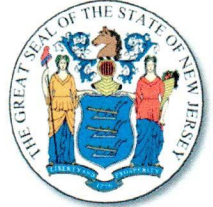
Theodore F. Preusch
Borough Administrator

Joy C. Convertini
Borough Clerk

Borough of Upper Saddle River
County of Bergen
State of New Jersey

INCORPORATED
1894

376 West Saddle River Road
Upper Saddle River, New Jersey 07458
Tel. (201) 327-2196
Fax (201) 934-5127



DeAnne DeFuccio Councilwoman
Steven DiMartino Councilman
Jonathan Dittkoff Councilman
Vincent Durante Councilman
Joanne Florio Councilwoman
Douglas Rotella Councilman

OATH OF OFFICE

I, Rosemarie Novelli-Salyer, do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of New Jersey; that I will bear true faith and allegiance to the same; and the Governments established in the United States and in this State, under the Authority of the people; so help me god; and that I do further solemnly swear (or affirm) that I will faithfully, impartially and justly perform all the duties of the office according to the best of my ability. So help me God.

Rosemarie Novelli-Salyer

Appointed by the Mayor and Council of the Borough of Upper Saddle River
In the Position of Acting Court Administrator
For the Term of 1 year
Effective January 1, 2021 to December 31, 2021

Sworn and subscribed to before me this _____ day of _____ 2021

Attest:

Borough Administrator/Clerk

Mayor

BOROUGH OF UPPER SADDLE RIVER

RESOLUTION #36-21

February 4, 2021

**CONSENT AND AGREEMENT TO THE EXECUTION OF AN ORDER OF PROVISIONAL
AUTHORIZATION AND DESIGNATION OF AN ACTING MUNICIPAL COURT ADMINISTRATOR
BETWEEN THE MUNICIPALITY OF UPPER SADDLE RIVER AND THE MUNICIPALITY OF
ALLENDALE.**

WHEREAS, pursuant to N.J.S.A.2C:12-10 the Municipality of Upper Saddle River and the Municipality of Allendale are required to provide for a Municipal Court Administrator; and

WHEREAS, pursuant to N.J.S.A.40A:65-1 et. seq., any municipality of the State of New Jersey may contract with any other municipality or municipalities to share services that any party to the agreement is empowered to provide within its own jurisdiction; and


WHEREAS, in accordance with N.J.S.A.2C:12-1 (c) the Municipality of Upper Saddle River and the Municipality of Allendale consent and agree to share the professional services of the Municipal Court Administrators on a provisional basis to undertake the duties of the absent Municipal Court Administrator during scheduled and/or unscheduled leaves, within the two respective municipalities; and

WHEREAS, the rate of pay shall be \$20.00 per hour as established by N.J.S.A.2C:12-10(b), not to exceed \$2,000 annually.


NOW, THEREFORE, BE IT RESOLVED, that the Municipality of Upper Saddle River and the Municipality of Allendale consent to the above agreement.

Councilperson	Moved	Second	Ayes	Nays	Absent	Abstain
DeFuccio			X			
DiMartino		X				
Ditkoff	X					
Durante			X			
Florio			X			
Rotella			X			

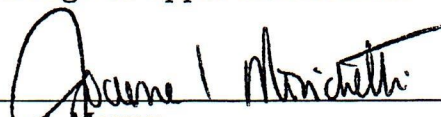
I hereby certify that the above resolution was adopted by the Mayor and Council on February 4, 2021.


Joy C. Convertini, R.M.C., Municipal Clerk

Witness/Attest


Municipal Clerk

Borough of Upper Saddle River


Mayor

Borough of Allendale

Witness/Attest

Municipal Clerk

Mayor

Borough of Upper Saddle River

Municipal Court

County of Bergen

State of New Jersey

HARRY D. NORTON, JR.
Judge

INCORPORATED
1894

376 W. Saddle River Road
Upper Saddle River, NJ 07458

Tel 201-934-3972

Fax 201-934-0235

SHERRI D'ALESSANDRO
Administrator

ORDER OF PROVISIONAL AUTHORITY TO THE POSITION OF UPPER SADDLE RIVER ACTING MUNICIPAL COURT ADMINISTRATOR

This document provides for the continuity of essential functions through the orderly succession and provisional appointment of an Acting Municipal Court Administrator to the Upper Saddle River Municipal Court within the Bergen Vicinage on an interim basis to provisionally undertake the duties of the court's Municipal Court Administrator during scheduled and/or unscheduled leaves of absence, a disaster, or a national security crisis, until the absence or inability ceases.

IT IS ORDERED, on this 26th day of January 2021, Rosemarie Novelli-Salyer, CMCA, is hereby designated Acting Municipal Court Administrator to serve temporarily in the absence of the Upper Saddle River Court Administrator until the further order of the court and to have the following powers:

1. Issue process and sign arrest warrants pursuant to Rule 7:2-1;
2. Issue arrest warrants or summonses in citizen complaints pursuant to Rule 7:2-2(a);
3. Set bail in Upper Saddle River pursuant to Rule 7:4-2(a) in non-indictable and municipal ordinance offenses;
4. On Motor vehicle offenses, perform ministerial acts set forth in NJSA 39:5-6;
5. Have the attestation and signatory powers on process orders, warrants, or judgements as set forth in NJSA 2B:12-13;
6. Exercise the powers to administer oaths for complaints and issue warrants and summonses and to set conditions of pre-trial release as set forth in NJSA 2B:12-21.

This Order shall remain in effect from the 1st day of January 2021 until further order of the Court.


Harry D. Norton Jr., JMC

1/26/2021
Date

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

DATE: 02/11/2021

RESOLUTION# 21-74

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

CANCELLATION OF OUTSTANDING CHECKS

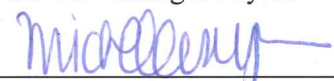
WHEREAS, the Chief Financial Officer has requested the cancellation of outstanding checks which are at least 6 months old; and

WHEREAS, the Chief Financial Officer has advised that the following outstanding checks from the Payroll Account and Claims Account are at least 6 months old:

Date	Number	Amount	Payee
Payroll			
7/6/2018	11220	\$126.46	Yajas Shah
9/14/2018	11480	\$48.00	Brayden Hascup
11/09/2018	1576	\$12.98	Ryan Berger
2/15/2019	11601	\$131.84	Meghan Cornacchia
3/1/2019	11607	\$40.86	Meghan Cornacchia
9/13/2019	12036	\$33.98	Elizabeth Sheehy
9/13/2019	12039	\$25.08	Margaret Travers
9/27/2019	12059	\$16.98	Kaycee Hunt
9/27/2019	12062	\$58.51	Machenzie Lynch
9/27/2019	12069	\$24.40	Olivia DeLorenzo
Claims			
1/26/2017	2778	\$9.72	James Schultz
10/26/2017	4059	\$104.52	Costco Wholesale
4/12/2018	4790	\$776.37	Dragon Asphalt Equipment
7/26/2018	5339	\$40.00	Yolanda Vozzolo
6/27/2019	6785	\$550.02	Kyle J. Zyskowski

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 cancellation of the checks listed above.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2021.



Michelle Ryan
Acting Municipal Clerk

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

DATE: 02/11/2021

RESOLUTION# 21-75

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**APPROVAL OF MUNICIPAL SERVICE AGREEMENT AND SETTLEMENT –
THE WHITNEY HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, The Whitney Homeowners Association, Inc. (the “Association”), a not for profit corporation of the State of New Jersey, is responsible for the administration and management of the common areas and facilities at the residential development located within the Borough of Allendale (the “Borough”) known as The Whitney (hereinafter referred to as the “Development”); and

WHEREAS, in accordance with New Jersey’s Municipal Services Act (hereinafter referred to as the “Act”), L.1989, C. 299 (*N.J.S.A. 40:67-23.1 et seq.*), the Borough is required either to perform certain specified services on roads and streets in the Development, which is a qualified private community, or to reimburse the Association to the extent specified in that statute for the actual costs to the Association of providing said specified services; and

WHEREAS, the Borough and the Association have agreed that \$16,496.60 is the total amount which the Borough is, pursuant to the Act, obligated to reimburse the Association for the cost of all municipal services beginning (1) on that date the Borough was first obligated under the Act to reimburse the Association for such municipal services and (2) ending on December 16, 2020 (the “Prior Municipal Services”); and

WHEREAS, the Association has agreed that upon its receipt of the foregoing payment for reimbursement of Prior Municipal Services, it shall release the Borough from, and shall waive, any and all claims it may have against the Borough for such services; and

WHEREAS, the Borough’s Chief Financial Officer has affirmed that the Borough has sufficient available funds for the foregoing payment for Prior Municipal Services; and

WHEREAS, a General Release and Waiver in the form annexed hereto (the “Release”) memorializes the foregoing agreements as to Borough’s reimbursing the Association for Prior Municipal Services, and the waiver/release being given by the Association to the Borough regarding same; and

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

DATE: 02/11/2021

RESOLUTION# 21-75

WHEREAS, the Association and the Borough have agreed that commencing as of December 17, 2020 and continuing thereafter as provided for in a Municipal Services Agreement,

a copy of which is attached hereto (the "MSA"), the Borough shall (1) bear the cost, and pay directly as per the MSA, the costs of certain electricity for lights identified in the MSA, and (2) reimburse the Association for snow and ice removal costs of certain street within the Development as provided for in MSA.

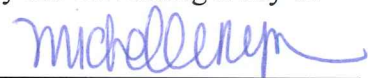
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, that the Borough hereby agrees to those agreements set forth in the MSA and the Release; and

BE IT FURTHER RESOLVED that the Mayor, the Acting Borough Clerk and such other Borough officials as may be necessary, be and hereby are authorized to execute the MSA and the Release and such other documents as the Borough Attorney may determine are necessary to effectuate the foregoing understanding and agreements between the Borough and the Association, and

BE IT FURTHER RESOLVED that the Borough's Chief Financial be and hereby is authorized to make such payment to the Association in the sum of \$16,496.60 for the Prior Municipal Services as provided in the Release; and

BE IT FURTHER RESOLVED that the Mayor, the Acting Borough Clerk and the Borough Attorney be and hereby are authorized and directed to take all necessary and desirable actions to effectuate the foregoing understanding and agreements.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2021.



Michelle Ryan
Acting Municipal Clerk

MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as the “**Agreement**”) is made this _____ day of _____, 2021 between the Borough of Allendale, a municipal corporation organized under the Laws of the State of New Jersey, having its principal office at 500 West Crescent Avenue, Allendale, New Jersey 07401 (hereinafter referred to as the “**Borough**”), and **THE WHITNEY HOMEOWNERS ASSOCIATION, INC.**, a nonprofit corporation of the State of New Jersey, having its principal office located at 328 Changebrook Road, Pine Brook, NJ 07058 (hereinafter referred to as the “**Association**”).

WHEREAS, the Association is responsible for the administration and management of the common areas and facilities at the residential development known as **THE WHITNEY** (hereinafter referred to as the “**Development**”) within the Borough; and

WHEREAS, in accordance with New Jersey’s Municipal Services Act (hereinafter referred to as the “**Act**”), L.1989, C. 299 (*N.J.S.A. 40:67-23.1 et seq.*), the Borough is required either to perform certain specified services on roads and streets in the Development, which is a qualified private community, or to reimburse the Association to the extent specified in that statute for the actual costs to the Association of providing said specified services.

NOW, THEREFORE, in accordance with the Act, the parties hereby covenant and agree as follows:

1. **Scope of Agreement.**

This Agreement will apply to the roads and streets located within the Development which are enumerated in the attached Schedule A (the “qualified roads and streets”).

2. **Term of Agreement.**

(a) This Agreement will commence as of December 17, 2020 and will continue until terminated by either party upon 30 days prior written notice to the other party. This Agreement may, however, be modified consistent with subsequent legislative changes or case law decisions by a Court of competent jurisdiction.

(b) The Borough and the Association hereby agree and acknowledge that they are, simultaneous with their execution of this Agreement, entering into a General Release and Waiver whereby all claims by the Association against the Borough for municipal services to be performed by the Borough pursuant to the Act at any time prior to December 17, 2020 or the reimbursement for such services, are settled and resolved, and that accordingly, and notwithstanding anything in this Agreement to the contrary, the terms, provisions and conditions of this Agreement relate only to those municipal services required under the Act to be provided to the Association by the Borough as of December 17, 2020, and not prior to such date.

3. **Street Lighting.**

A. Inventory of Street Lights: As of the time of signing of this Agreement, it is understood by the Borough and the Association that there are forty-eight (48) qualified lights (said forty-eight (48) lights being hereinafter referred to as the “qualified lights”) for which the Borough shall pay the costs of electricity. The Association agrees to annually assess its street lights and notify the Borough of any changes per paragraph 6 below. The number of qualified lights for which the Borough shall be responsible to pay the electricity shall not be increased without the agreement of the Borough.

B. Maintenance of Street Lights: The Borough shall be responsible for the costs of

electricity only (the "Lighting Costs") for the qualified lights. The responsibility to pay for maintenance of all lights, accessories, fixtures and all other lighting costs shall be solely that of the Association.

C. Payment of Lighting Costs: The costs of electricity for the qualified lights shall be paid directly by the Borough to Rockland Electric Company (or any successor in interest to Rockland Electric Company) ("Rockland"). Rockland's bills for the costs of electricity for the qualified lights shall be in the name of the Borough, and be mailed directly from Rockland to the Borough. The payment rate for such electricity shall be that rate paid by the Borough for other electricity within the Borough billed by Rockland directly to the Borough.

4. **Snow and Ice Removal.**

A. The Borough will reimburse the Association for the Association's actual costs incurred in providing snow and ice removal from the qualified roads and streets (but not for the snow and ice removal from any parking spaces, driveways, walkways, patios, sidewalks or paths) (the "Snow Removal Costs"), subject to the terms for reimbursement set forth in Paragraph 6 below.

B. Notwithstanding anything in this Agreement to the contrary, the amount that the Association is to reimburse for Snow Removal Costs for each snow event shall not exceed the lesser of (i) the actual costs incurred by the Association or (ii) those costs set forth in Schedule B attached hereto.

C. Notwithstanding anything else in the Agreement to the contrary, the Borough shall not reimburse, nor have any obligation to reimburse, the Association for any costs of snow and ice removal for any such accumulation in one (1) snow event that is less than 1.5 (one and one-half)

inches.

D. By no later than January 31st of each year, the Association shall provide detailed documentation evidencing the Association's actual costs for the Snow Removal Costs for the prior calendar year as well as evidence that same has been paid. For example, when seeking reimbursement costs incurred from January 1, 2021 through December 31, 2021, the Association shall submit its documentation for this request no later than January 31, 2022.

E. By no later than February 28th of each year, the Borough may request from the Association additional documentation deemed necessary in determining the amount of reimbursement owed, if any. The requested documentation shall be reasonably necessary to determine the actual costs, including payment of same, borne by the Association pursuant to the terms of this Agreement. The Association shall provide such documentation to the Borough within thirty (30) calendar days of such written request from the Borough.

F. The Borough shall reimburse the Association for the Snow Removal Costs for the prior calendar year by the later of (i) May 31st of each year, or (ii) sixty (60) days after the Borough's receipt of any supplemental documentation requested by the Borough.

5. Waste Removal.

The Borough agrees to provide solid waste disposal and the collection of recyclable materials to the Association in the same fashion as the Borough provides these services on public roads and streets. Solid waste collection and disposal and collection of recyclable materials shall occur pursuant to the schedule set forth by the Borough. The Borough shall not be obligated to enter any driveways, courtyards or other cart ways not specifically identified herein, unless similar

Borough services are provided to other residential dwellings throughout the Borough. The Association shall be responsible for any damage to Borough equipment during the collection of solid waste arising from any negligence of the Association.

6. **Fire Hydrants.**

The Borough agrees that it shall be responsible at its cost for the maintenance and operation of the fire hydrants located within the Development.

7. **Notification of Changes in Development.**

The Association shall be responsible for notifying the Borough of any changes in the Development which affect the coverage of services hereunder. The Association shall notify the Borough of any changes in the Development by February 1 of the year in which reimbursement will be made. Indicated changes shall be as of December 31 of the prior year.

8. **Insurance.**

The parties acknowledge that the Association is required by statute to pay the cost of any insurance rider or increased insurance costs incurred by the Borough to provide the solid waste collection and disposal and/or recyclable material collection services set forth herein. The Association shall be required to pay the cost of additional insurance premiums which may be charged as a result of the Borough providing these services.

9. **Discontinuance of Services.**

Nothing in this Agreement will be deemed to require the Borough to provide, or to continue to provide, any service(s) to the residents at large of the Borough. Should the Borough discontinue any particular service(s) now rendered to Borough residents, any provision(s) of this Agreement concerning the same service(s) will terminate upon the effective date of discontinuance of said

service(s). In the event any services are discontinued, the Borough will provide the Association with prior advance notice of same.

10. **Statutory Limitations.**

The parties acknowledge that certain statutory limitations have been placed on the provision of or reimbursement for services, including the following:

A. The Borough is not required to operate any municipally owned or leased vehicles or other equipment, or to provide any of the services enumerated in N.J.S.A. 40:67-23.3(g) on any street or road in a qualified private community which either (1) is not accepted for dedication to public use or (2) does not meet all municipal standards and specifications for such dedication, except for width. (N.J.S.A. 40:67-23.3(b)).

B. If the Borough operates its vehicles on private roads and streets within the Development so as to provide some or all of the enumerated services, the Development shall pay the cost of any insurance riders required in order to enable municipal vehicles to operate on the Association's private roads and streets. (N.J.S.A. 40:67-23.4).

C. Any services provided by the Borough to the Association shall not exceed the level of services provided to residents on the public roads and streets of the Borough. (N.J.S.A. 40:67-23.3).

D. If the Association is reimbursed by the Borough for enumerated services the amount of reimbursement shall not exceed the cost that would be incurred by the Borough in providing those services directly. (N.J.S.A. 40:67-23.5a). This reimbursement shall be the actual cost to the Association to provide that service, but shall not exceed the amount which the Borough would have expended on that service if it were provided directly by the Borough to the Association.

(N.J.S.A. 40:67-23.5b). Any reimbursement that is in excess of the amounts actually expended or contractually committed by the Association shall be refunded to the Borough. (N.J.S.A. 40:67-23.5c)

11. **Invalidity or Amendment.**

Notwithstanding the provisions herein, in the event that the Act, as amended from time to time, is declared by a court of competent jurisdiction to be invalid or is repealed by the Legislature, the Borough will not be obliged to provide to the Association any of the services covered by the Act, or to pay reimbursement for any outstanding costs incurred by the Association or for any costs incurred by the Association on or after the effective date of such invalidation or repeal, and this Agreement will become null and void as of that date. In the event that the Act is held by a court of competent jurisdiction to be invalid in part, or is amended by the Legislature in a manner which reduces any of the duties or obligations of the Association pursuant to this Agreement, including any obligation to reimburse the Association for any outstanding costs incurred by the Association, any costs incurred by the Association on or after the effective date of such court decision or such amendment with respect to any services affected by the decision or the amendment, will be reduced or voided accordingly. However, the Association will not be obliged to refund the Borough any monies which it may have received from the Borough on or before the effective date for reimbursement under the terms of this Agreement.

12. **Successors.**

This Agreement will inure to the benefit of, and be binding upon, the respective successors, representatives, and assigns of the parties, except that any reimbursement due to the Association will be paid to the Association rather than to their grantees, unless the Association expressly gives

contrary written instructions to the Borough.

13. **Permission to Enter.**

By virtue of the execution of this Agreement by the Association and the Borough, the Association consents to grant to Borough employees and agents, access to the property and grounds of the Association for the purposes of fulfilling the provisions of this Agreement.

14. **Headings.**

Paragraph headings in this Agreement are for convenience of reference only, and are to be disregarded in interpreting this Agreement.

15. **Notices.**

Notices relating to this Agreement will be in writing and delivered to the following addresses (a) personally; (b) by U.S. certified mail, return receipt requested or (c) by overnight delivery services, e.g. Federal Express, United Parcel Services, etc. Notice shall be deemed delivered (a) upon the recipient's receipt of the written notice or (b) five (5) days from the date of mailing in the event the intended recipient refuses delivery:

For the Borough: Borough Clerk
Borough of Allendale
500 West Crescent Avenue
Allendale, New Jersey 07401

with a copy to Raymond R. Wiss, Esq.
Wiss & Bouregy, PC
345 Kinderkamack Road
Westwood, NJ 07675

For the Association: Whitney Homeowners Association, Inc.

c/o Homestead Management Services, Inc.
328 Changebrook Road
Pine Brook, NJ 07058

with a copy to:

Caroline Record, Esq.
240 Cedar Knolls Road
Suite 209
Cedar Knolls, New Jersey 07927

16. **Full Consideration.**

The Association agrees to accept the Borough's annual payment as good, adequate and full consideration for the services provided by the Association.

17. **Agreement to Contain all Provisions.**

It is mutually agreed that the Agreement is the entire Agreement and that no oral or other evidence shall contradict this Agreement unless set forth in writing and executed by both parties.

18. **Severability.**

If any provision, covenant, term or condition herein shall be deemed by a court of competent jurisdiction to be unenforceable, the remaining terms and conditions shall be unaffected thereby and shall remain in full force and effect.

19. **Choice of Law and Forum.**

This Agreement and the relationship between the parties shall be governed and interpreted pursuant to the laws of the State of New Jersey. Moreover, the parties hereto agree and consent to the exclusive jurisdiction of the New Jersey Superior Court in Bergen County.

IN WITNESS WHEREOF, the parties accept and enter into this Agreement this _____ day of _____, 2021.

ATTEST:

BOROUGH OF ALLENDALE

By: _____
Michelle Ryan, Acting Borough Clerk

By: _____
Ari Bernstein, Mayor

ATTEST:

WHITNEY HOMEOWNERS
ASSOCIATION, INC.

By:

[Signature]

By:

[Signature]

Board President

SCHEDULE B

To the _____, 2021 Municipal Services Agreement Between
the Borough of Allendale (the "Borough") and
The Whitney Homeowners Association, Inc. (the "Whitney")

MAXIMUM SNOW REMOVAL COSTS PER EACH SNOW EVENT TO BE REIMBURSED BY THE BOROUGH TO THE WHITNEY

"Snow Event" is defined as from the start of a storm to the completion of the storm.

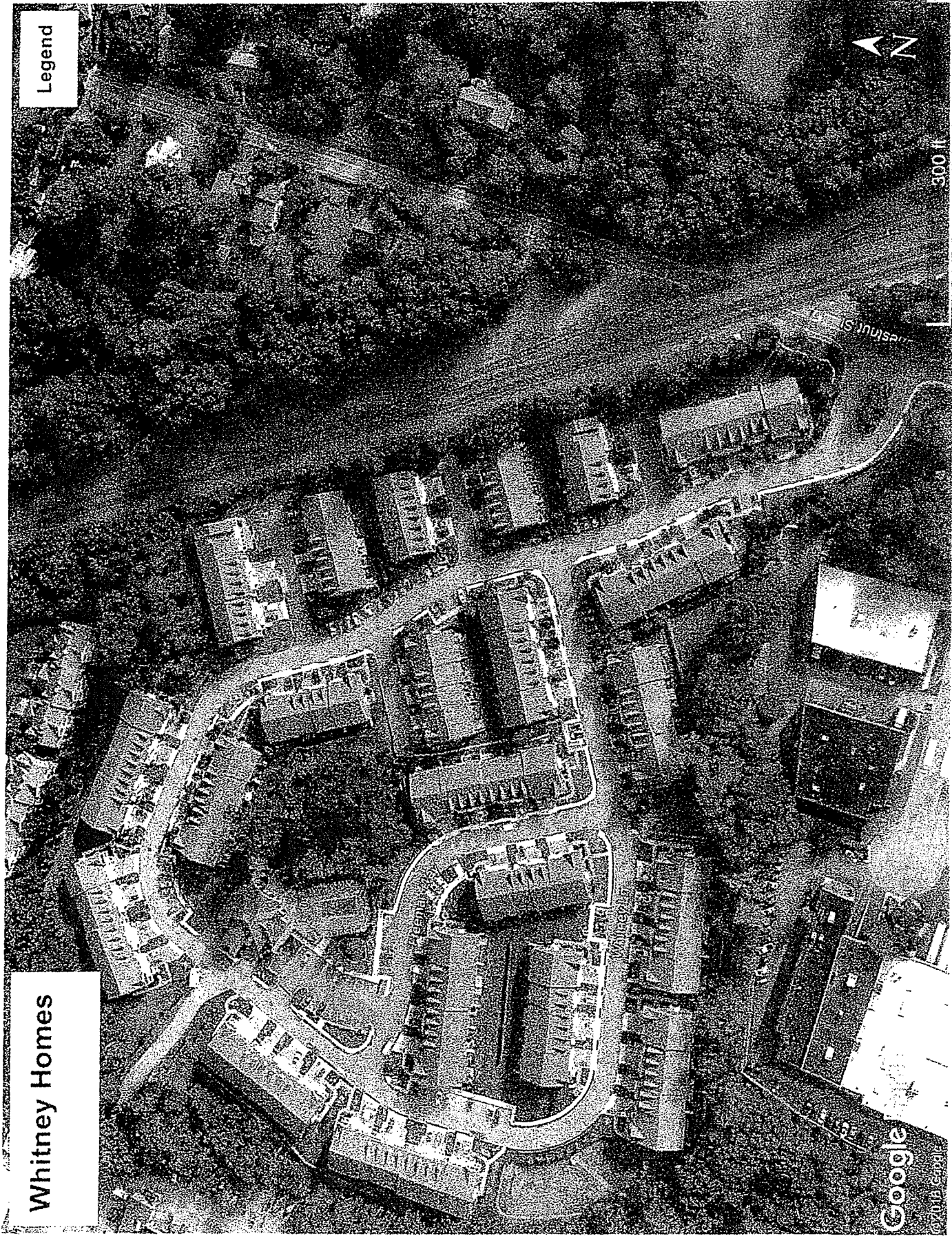
Inches of Snow/Ice

0.0" to 1.4"	- \$ 0
1.5 to 4"	- \$1,700
4.1" to 8"	- \$1,950
8.1" to 12"	- \$2,750

Over 12" – rate per inch - \$425

Whitney Homes

Legend



GENERAL RELEASE AND WAIVER

THIS General Release and Waiver ("Release") is made this ____ day of January, 2021 by and between The Whitney Homeowner's Association, Inc. (the "Association") having its principal office located at 328 Changebrook Road, Pine Brook, NJ 07058, and the Borough of Allendale, (the "Borough"), having its offices at 500 West Crescent Avenue, Allendale, NJ 07401; (the Whitney and the Borough being referred to collectively at times herein as the "parties");

WHEREAS, the Association is responsible for the administration and management of the common areas and facilities at the residential development known as **THE WHITNEY** (hereinafter referred to as the "Development") within the Borough of Allendale; and

WHEREAS, in accordance with New Jersey's Municipal Services Act (hereinafter referred to as the "Act"), L.1989, C. 299 (*N.J.S.A. 40:67-23.1 et seq.*), the Borough is required either to perform/provide certain specified services in the Development (all such services required of the Borough under the Act being referred to herein as the "Municipal Services"), which is a qualified private community, or to reimburse the Association to the extent specified in the Act for the actual costs to the Association of providing said specified services.

WHEREAS, the Association and the Borough have agreed that the Borough shall, pursuant to the Act, reimburse the Association Sixteen Thousand Four Hundred Ninety Six and 60/100 (\$16,496.60) Dollars for the cost of all Municipal Services incurred by the Association between (1) any time prior to the date of this Release and (2) December 16, 2020;

NOW THEREFORE, the parties hereto agree and covenant as follows:

1. The Borough shall pay to the Association the sum of \$16,496.60 within thirty (30) days of the date that the Association has delivered to the Borough this Release fully executed by the Association.

2. The Association hereby agrees and acknowledges that said payment of \$16,496.60 (the “Reimbursement Payment”) represents the full, adequate and total amount of all costs required by the Act to be reimbursed by the Borough to the Association for any and all Municipal Services in the Development for that period of time (hereinafter the “Reimbursement Period”) beginning (1) on that date Borough was first obligated under the Act to either commence its performance of Municipal Services, or to reimburse the Association for same, in the Development and ending (2) on December 16, 2020.

3. The Association hereby acknowledges and agrees that, upon the Borough’s full payment to the Association of the Reimbursement Payment as set forth hereinabove, the Association shall release, give up and waive, and shall be deemed to have released, given up and waived, any and all claims and rights it may have against the Borough and the agents, members, officials, elected officials, employees, or officers of the Borough, for reimbursement of any and all costs for Municipal Services incurred by the Association during the Reimbursement Period.

4. Upon the Borough’s full payment to the Association of the Reimbursement Payment as set forth hereinabove, the Association agrees that it shall thereafter indemnify, defend and hold harmless the Borough and the agents, members, officials, elected officials, employees, or officers of the Borough, from and against any and all claims, demand, losses, expenses, attorney fees, causes of actions, judgments, damages and liability which are or may be brought by or claimed by any person, including but not limited to, any contractor, or any past or present unit owner within the Development, related to the Borough’s obligation to provide the Association with Municipal Services during the Reimbursement Period.

5. This Release shall insure to the benefit of, and be binding upon, the respective successors, representatives, and assigns of the Borough and the Association.

6. It is mutually agreed that the Release is the entire agreement between the parties relating to the subject thereof, and that no other oral or other evidence shall contradict this Release unless set forth in writing and signed by both parties.

7. This Release was fully negotiated by respective counsel for the parties, and any ambiguity herein shall not be construed against either party.

8. This Release shall be governed by and interpreted pursuant to the laws of the State of New Jersey. The parties agree and consent to the exclusive jurisdiction and venue of the New Jersey Superior Court in Bergen County in any matters arising from this Release.

IN WITNESS WHEREOF, the parties accept and enter into this Agreement as of the date set forth hereinabove.

ATTEST:

BOROUGH OF ALLENDALE

By: _____
Michelle Ryan
Acting Borough Clerk

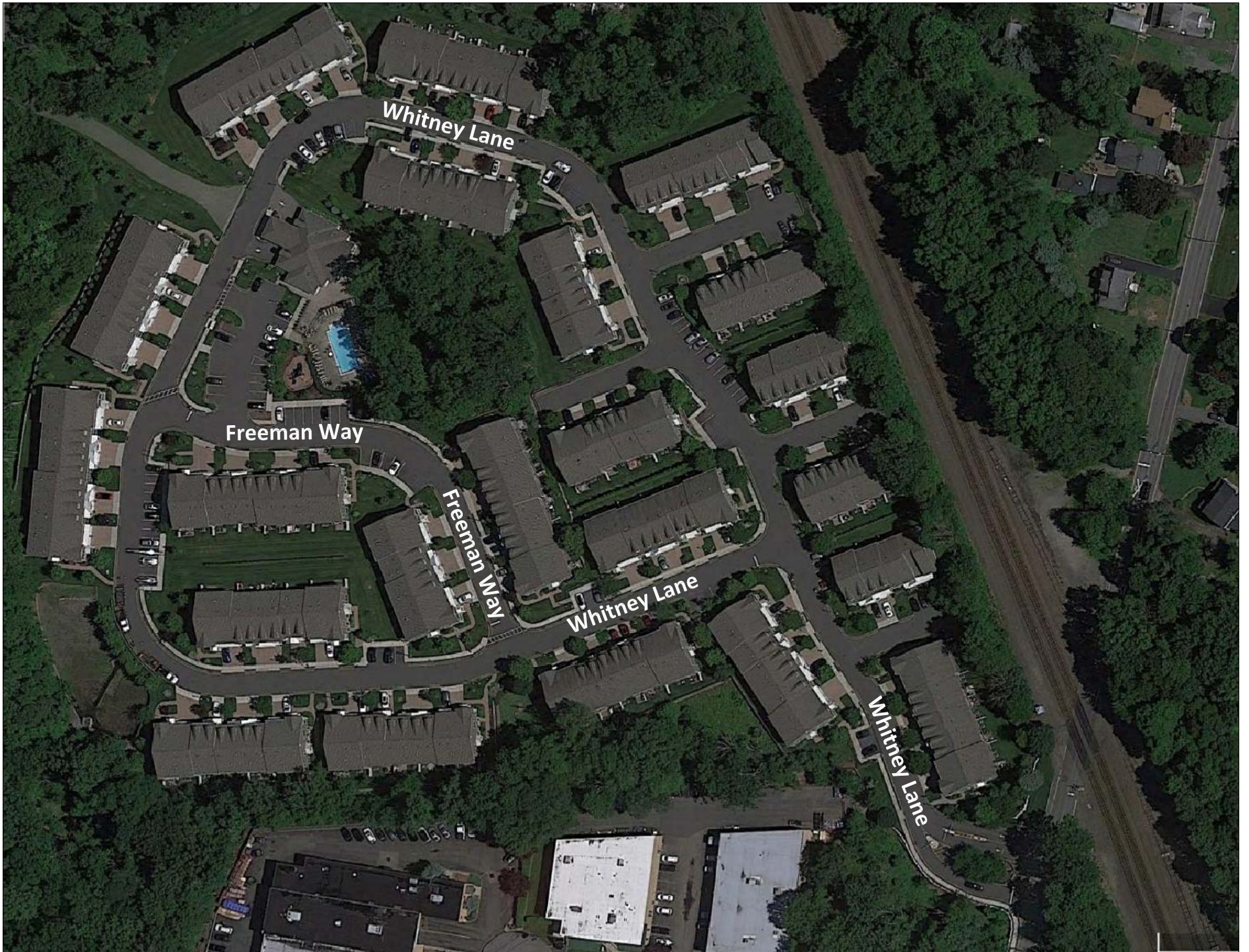
By: _____
Ari Bernstein, Mayor

ATTEST:

WHITNEY HOMEOWNERS
ASSOCIATION, INC.

By: _____

By: _____



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

DATE: 02/11/2021

RESOLUTION# 21-76

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**ADOPTION OF THE BERGEN COUNTY MULTI-JURISDICTIONAL
HAZARD MITIGATION PLAN**

WHEREAS, the Borough of Allendale, County of Bergen, State of New Jersey, has experienced natural hazards that result in public safety hazards and damage to private and public property;

WHEREAS, the hazard mitigation planning process set forth by the State of New Jersey and the Federal Emergency Management Agency offers the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future risk through the adoption of a Bergen County Multi-Jurisdictional Hazard Mitigation Plan ("Hazard Mitigation Plan"); and

WHEREAS, the New Jersey Office of Emergency Management is providing federal mitigation funds to support development of the Hazard Mitigation Plan; and

WHEREAS, a draft Hazard Mitigation Plan has been developed by the Mitigation Planning Committee; and

WHEREAS, the draft Hazard Mitigation Plan includes a prioritized list of mitigation actions including activities that, over time, will help minimize and reduce safety threats and damage to private and public property; and

WHEREAS, the draft Hazard Mitigation Plan was provided to each participating jurisdiction and was posted on the Bergen County Office of Emergency Management's website so as to introduce the planning concept and to solicit questions and comments; and to present the Hazard Mitigation Plan and request comments, as required by law; and

WHEREAS, the draft Hazard Mitigation Plan was submitted by the Bergen County Office of Emergency Management to the New Jersey Office of Emergency Management and the Federal Emergency Management Agency on August 7, 2020; and

WHEREAS, the New Jersey Office of Emergency Management and the Federal Emergency Management Agency have approved the draft Hazard Mitigation Plan as submitted; and

WHEREAS, formal adoption and maintenance of the Hazard Mitigation Plan by the

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

DATE: 02/11/2021

RESOLUTION# 21-76

governing body is a condition of receipt of federal disaster aid; and

WHEREAS, the Bergen County Office of Emergency Management has recommended to the County Executive and Board of Chosen Freeholders that the Hazard Mitigation Plan, as submitted to the New Jersey Office of Emergency Management and the Federal Emergency Management Agency on August 7, 2020, be adopted as the official Hazard Mitigation Plan of the County of Bergen.

NOW THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of Allendale, Bergen County, New Jersey that:

1. The Bergen County Multi-Jurisdictional Hazard Mitigation Plan, as submitted to the New Jersey Office of Emergency Management and the Federal Emergency Management Agency on August 7, 2020 by the Bergen County Office of Emergency Management is hereby adopted as an official plan of the County of Bergen; minor revisions recommended by the Federal Emergency Management Agency and/or the New Jersey Office of Emergency Management may be incorporated without further action.
2. A hard copy of the Hazard Mitigation Plan shall be kept on file at the Bergen County Office of Emergency Management, and a digital copy shall be posted on the web site of the Bergen County Office of Emergency Management.
3. Any action proposed by the Hazard Mitigation Plan shall be subject to and contingent upon budget approval, if required, which shall be at the discretion of the Borough of Allendale, and this resolution shall not be interpreted so as to mandate any such appropriations.
4. The Borough of Allendale Emergency Management Coordinator shall coordinate with their local offices and officials; and periodically report on the activities, accomplishments, and progress, and shall prepare an annual progress report to be submitted to the Bergen County Office of Emergency Management. The Bergen County Office of Emergency Management shall prepare an annual progress report on the goals and mitigation actions set forth in the Hazard Mitigation Plan. Copies of those reports will be kept on file at the office of the Board of Chosen Freeholders and the Bergen County Office of Emergency Management. Municipal status reports may be submitted at any time to the County Coordinator to amend mitigation actions identified in the Hazard Mitigation Plan. At a minimum, municipal status reports shall be submitted to the County Coordinator on an annual basis. The County Coordinator will identify one meeting per year that will address hazard mitigation updates, as required by the State of New Jersey's Hazard Mitigation Plan and its Standard Operating Procedure.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2021.



Michelle Ryan
Acting Municipal Clerk

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

DATE: 02/11/2021

RESOLUTION# 21-77

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**AUTHORIZE 2021 COMMERCIAL GROUNDS MAINTENANCE AGREEMENT –
HIGH MOUNTAIN LANDSCAPING, INC.**

WHEREAS, there is a need for landscaping services to be performed as part of the 2021 Commercial Grounds Maintenance Program; and

WHEREAS, High Mountain Landscaping was awarded the contract for the 2020 Commercial Grounds Maintenance Program via Resolution 20-110 on March 26, 2020; and

WHEREAS, High Mountain Landscaping satisfactorily performed these services for the year 2020; and

WHEREAS, an option exists to extend the aforesaid contract for the year 2021; and

WHEREAS, the Borough of Allendale wishes to extend such contract for the year 2021;
and

WHEREAS, the Chief Financial Officer has advised that funding will be available in the 2021 Municipal Budget for such services;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that an Agreement for the 2021 Commercial Grounds Maintenance Program with High Mountain Landscaping, Inc., 101 Ballentine Drive, North Haledon, New Jersey 07508 be entered into in the amount of \$34,345.00; and

BE IT FURTHER RESOLVED that the Mayor, Acting Municipal Clerk and hereby are authorized to sign an agreement, subject to attorney review and approval of the 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 February 11, 2021.



Michelle Ryan
Acting Municipal Clerk

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

DATE: 02/11/2021

RESOLUTION# 21-78

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**MUNICIPAL ENDORSING RESOLUTION FOR FY21 BERGEN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT –
ADA COMPLIANT MATTING SYSTEM AT CRESTWOOD LAKE**

WHEREAS, a FY21 Bergen County Community Development Block Grant (CDBG) totaling approximately \$65,000 has been proposed by the Mayor and Council of the Borough of Allendale for an “ADA Compliant Matting System” at Crestwood Lake within the Borough of Allendale; and

WHEREAS, the proposed scope of work is considered eligible due to its area benefits and its intention to eliminate physical barriers to access which will enable vulnerable populations to enjoy this public facility; and

WHEREAS, pursuant to the State Interlocal Services Act, Community Development funds may not be spent in a municipality without authorization by the Governing Body; and

WHEREAS, the aforesaid project is in the best interest of the people of the Borough of Allendale; and

WHEREAS, this resolution does not obligate the financial resources of the municipality and is intended solely to expedite expenditure of the aforesaid Community Development funds.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Allendale hereby confirms endorsement of the aforesaid project; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be sent to the Bergen County Division of Community Development (Robert G. Esposito, Director; Bergen County Division of Community Development; One Bergen County Plaza, 4th Floor; Hackensack, NJ 07601) so that implementation of the aforesaid project may be expedited.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2021.



Michelle Ryan
Acting Municipal Clerk

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

DATE: 02/11/2021

RESOLUTION# 21-79

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**AWARD OF CONTRACT FOR 230 WEST CRESCENT AVENUE SOIL
REMEDATION PROJECT-PHASE 2 – THE AMBIENT GROUP LLC**

WHEREAS, the Governing Body of the Borough of Allendale authorized advertisement and receipt of bids for the 230 West Crescent Avenue Soil Remediation Project via Resolution 21-57 on January 7, 2021; and

WHEREAS, a total of two (2) bids were received on January 26, 2021; and


WHEREAS, after review by the Borough Attorney and Borough Engineer, The Ambient Group LLC, 222 Thies Road, Sewell, New Jersey 08080, is the lowest responsible, responsive bidder with a bid of Ninety-Five Thousand, One Hundred Forty Dollars and No Cents (\$95,150.00); and

WHEREAS, the CFO has certified that sufficient funds are available.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that the contract for the 230 West Crescent Avenue Soil Remediation Project-Phase 2 be and is hereby awarded to The Ambient Group LLC, 222 Thies Road, Sewell, New Jersey 08080 in the amount of Ninety-Five Thousand, One Hundred Forty Dollars and No Cents (\$95,150.00); and,

BE IT FURTHER RESOLVED that the Mayor, Acting Municipal Clerk and Borough Attorney are authorized to sign an agreement and take all appropriate actions necessary to effectuate 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 February 11, 2021.



Michelle Ryan
Acting Municipal Clerk

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

DATE: 02/11/2021

RESOLUTION# 21-80

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**APPOINTMENT OF BOROUGH PROFESSIONAL –
IT CONSULTANT – COBAN COMPUTER SOLUTIONS**

WHEREAS, the Borough of Allendale requires the service of professionals for the calendar year 2021; and,

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that the following appointment be and they are hereby made for the year 2021:
Coban Computer Solutions – IT Consultant

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

DATE: 02/11/2021

RESOLUTION# 21-80

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

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

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

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

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

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

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

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2021.



Michelle Ryan
Acting Municipal Clerk

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

DATE: 02/11/2021

RESOLUTION# 21-81

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**APPOINTMENT OF BOROUGH PROFESSIONAL –
CONSTRUCTION MANAGEMENT CONSULTANT –
CHUCK TATOSIAN OF CFT CONSULTING LLC**

WHEREAS, the Borough of Allendale requires the service of professionals for the calendar year 2021; and,

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that the following appointment be and they are hereby made for the year 2021:

Chuck Tatosian of the firm CFT Consulting LLC –
Construction Management Consultant

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

DATE: 02/11/2021

RESOLUTION# 21-81

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

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

BE IT FURTHER RESOLVED that the compensation for the aforesaid position to be established by contract for such services, in an amount not to exceed \$45,000, absent further authorization from the Borough of Allendale, which shall be executed by each of the professionals named herein; and,

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

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

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

BE IT FURTHER RESOLVED that the contract shall contain a clause of "not to exceed \$45,000" without prior written approval of the Governing Body; and

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2021.



Michelle Ryan
Acting Municipal Clerk

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

DATE: 02/11/2021

RESOLUTION# 21-82

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**APPOINTMENT OF BOROUGH PROFESSIONAL –
FINANCIAL ADVISORY CONSULTANT –
DENNIS ENRIGHT OF NW FINANCIAL GROUP, LLC**

WHEREAS, the Borough of Allendale requires the service of professionals for the calendar year 2021; and,

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that the following appointment be and they are hereby made for the year 2021:

Dennis Enright of the firm NW Financial Group, LLC –
Financial Advisory Consultant

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

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

BE IT FURTHER RESOLVED that the compensation for the aforesaid position to be established by a contract for such services, in an amount not to exceed \$17,400, absent further authorization from the Borough of Allendale, which shall be executed by the professional named herein; and,

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

DATE: 02/11/2021

RESOLUTION# 21-82

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

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

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

BE IT FURTHER RESOLVED that the contract shall contain a clause of "not to exceed \$17,400" without prior written approval of the Governing Body; and

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2021.



Michelle Ryan
Acting Municipal Clerk

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

DATE: 02/11/2021

RESOLUTION# 21-83

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**APPOINTMENT OF BOROUGH PROFESSIONAL – SPECIAL COUNSEL –
RYAN SCERBO OF DECOTIIS, FITZPATRICK, COLE & GIBLIN, LLP**

WHEREAS, the Borough of Allendale requires the service of professionals for the calendar year 2021; and,

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that the following appointment be and they are hereby made for the year 2021:

Ryan Scerbo of the firm DeCotiis, Fitzpatrick, Cole & Giblin, LLP –
Special Counsel

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

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

BE IT FURTHER RESOLVED that the compensation for the aforesaid position to be established by a contract for such services, in an amount not to exceed \$14,500, absent further authorization from the Borough of Allendale, which shall be executed by the professional named herein; and,

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

DATE: 02/11/2021

RESOLUTION# 21-83

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

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

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

BE IT FURTHER RESOLVED that the contract shall contain a clause of "not to exceed \$14,500" without prior written approval of the Governing Body; and

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2021.



Michelle Ryan
Acting Municipal Clerk

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

DATE: 02/11/2021

RESOLUTION# 21-84

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**AUTHORIZATION TO INCREASE BID THRESHOLD PURSUANT TO
N.J.S.A. 40A:11-3(c) AND 18A:18A-3**

WHEREAS, effective July 1, 2020, the Governor has authorized an adjustment to the bid threshold for contracting units subject to the Local Public Contracts Law, which allows local contracting units with an appointed Qualified Purchasing Agent to increase their bid threshold to a maximum of \$44,000.00; and

WHEREAS, in accordance with N.J.S.A. 40A:11-3(c) and 18A:18A-3, a contracting unit is permitted to increase their bid threshold if a Qualified Purchasing Agent is appointed as well as granted the authorization to negotiate and award such contracts below the bid threshold; and

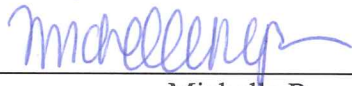
WHEREAS, Joe Citro is a Qualified Purchasing Agent in accordance with N.J.A.C. 5:34-5 et. Seq.; and

WHEREAS, Joe Citro was appointed as the Qualified Purchasing Agent of the Borough of Allendale for the year 2021 via Resolution 21-39 on January 7, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Allendale, County of Bergen, State of New Jersey that it hereby increases its bid threshold to \$44,000.00; and

BE IT FURTHER RESOLVED, that in accordance with N.J.A.C. 5:34-5.4, the Acting Clerk is hereby authorized and directed to forward a certified copy of this resolution along with a copy of Joe Citro's certification to the Director of Local Government 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 February 11, 2021.


Michelle Ryan
Acting Municipal Clerk

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

DATE: 02/11/2021

RESOLUTION# 21-85

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**AUTHORIZATION OF PROPOSAL –
DESIGN & HOSTING OF MUNICIPAL WEBSITE –
CIVIC PLUS**

WHEREAS, the Borough wishes to redesign its website; and

WHEREAS, Civic Plus submitted a proposal dated December 28, 2020 for such services, which the Finance, Human Resources and Administration Committee finds acceptable and has recommended to the Governing Body; and

WHEREAS, Civic Plus is duly qualified and is available to perform such services; and

WHEREAS, the Chief Financial Officer has certified that adequate funds are available to pay for the contract.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body that it does hereby accept the proposal of Civic Plus dated December 28, 2020 and authorizes entering into a contract with Civic Plus, 302 S. 4th Street, Suite 500, Manhattan, KS 66502 for Option 1 of said proposal in the amount of \$10,000 for a One-Time Implementation Development Fee, payable over a three-year period in the amount of \$3,333.34 per year; and

BE IT FURTHER RESOLVED, that the Governing Body accepts and authorized the Year One Annual Maintenance and Hosting Fee in the amount of \$2,500.00 in addition to the One-Time Implementation Development Fee; and

BE IT FURTHER RESOLVED that the Mayor and Acting Municipal Clerk are authorized to sign the proposal or an appropriate agreement, subject to review and approval by the Borough Attorney, 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 February 11, 2021.



Michelle Ryan
Acting Municipal Clerk

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

DATE: 02/11/2021

RESOLUTION# 21-86

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

AUTHORIZATION TO ENTER INTO CLOSED EXECUTIVE SESSION

BE IT RESOLVED that in compliance with N.J.S.A. 10:4-12, the Mayor and Council of the Borough of Allendale entered into Closed Executive Session to discuss the following matters:

- A. Attorney-Client Privilege: Update on Water Department Deliberations and Negotiations
- B. Update on Personnel Matter

BE IT FURTHER RESOLVED that Minutes will be taken of the meeting and released to the public at the time that the matter is resolved.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 11, 2021.



Michelle Ryan
Acting Municipal Clerk