

# BOROUGH OF ALLENDALE MAYOR AND COUNCIL MEETING MINUTES FOR THURSDAY, FEBRUARY 13, 2025

7:00 P.M.

# APPROVAL OF MINUTES - January 23, 2025 Closed Session Meeting Minutes

The vote was recorded, and a roll call was conducted as follows:

	Motion	Second	Yes	No	Abstain	Absent
Councilman Yaccarino			✓			
Councilman O'Toole		✓	✓			
Councilwoman Homan			✓			
Councilwoman Lovisolo	✓		✓			
Councilman Daloisio					✓	
Councilman O'Connell						✓

#### AGENDA REVIEW:

Liz Homan reviewed the agenda which consisted of:

- Second Reading and Public Hearing of Ordinances 25-01, 25-02 and 25-03.
- Introduction of Ordinances #25-04.
- Resolution 25-72.
- Consent Agenda Items 25-73 through 25-84; which included:
- RES 25-73: Approving the display of Ramadan Crescent Lighting outside the Borough of Allendale.
- RES 25-74: Approval of The Allendale Chamber of Commerce's 2025 Allendale Festival Day.
- RES 25-75: Resolution approving the 2025 Allendale Holiday Walk.
- RES 25-76: Resolution Waiving The Special Events Permit Fee For Food Vendors Participating In The Allendale Fall Festival on September 20, 2025, hosted by Chamber of Commerce.
- RES 25-77: Resolution approving agreement between The Town of Ramapo and The Borough of Allendale for use of The Town of Ramapo Police Firing Range For 2025.
- RES 25-78: Approval of Budget Transfers.
- RES 25-79: Authorizing Emergency Temporary Budget Appropriations.
- RES 25-80: Approve Change Order Number One Konstruct Engineering-Crestwood Park Concession Stand.

RES 25-81: Authorizing the Disposal of Turnout Gear.

RES 25-82: Enter into an agreement with West Bergen Mental Healthcare for the EAS

Program.

RES 25-83: Approval of February 13, 2025 List of Bills.

RES 25-84: Authorization to solicit bids for the Grandstand Parking Lot Resurfacing.

PUBLIC COMMENT ON AGENDA ITEMS ONLY: No one from the public came forward.

#### SECOND READING AND PUBLIC HEARING OF ORDINANCES:

The Municipal Clerk read into the record:

The following ordinance published herewith was first read by title only on January 23, 2025, and posted on the bulletin board of the lobby of the municipal building and borough website.

ORDINANCE 25-01: BOND ORDINANCE TO AUTHORIZE THE MAKING OF VARIOUS PUBLIC IMPROVEMENTS IN, BY AND FOR THE BOROUGH OF ALLENDALE, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$995,000 TO PAY THE COST THEREOF, TO MAKE A DOWN PAYMENT OR FULLY FUND AN APPROPRIATION FROM THE CAPITAL IMPROVEMENT FUND, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS.

No one came forward from the public on Ordinance 25-01.

The vote was recorded, and a roll call was conducted as follows:

	Motion	Second	Yes	No	Abstain	Absent
Councilman Yaccarino			<b>✓</b>			
Councilman O'Toole			✓			
Councilwoman Homan			✓			
Councilwoman Lovisolo		✓	✓			
Councilman Daloisio	✓		✓			
Councilman O'Connell						✓

(See Ordinance 25-01 attached and made a part hereof)

The Municipal Clerk read into the record:

The following ordinance published herewith was first read by title only on January 23, 2025, and posted on the bulletin board of the lobby of the municipal building and borough website.

<u>ORDINANCE 25-02</u>: AN ORDINANCE TO AMEND, SUPPLEMENT AND REVISE ARTICLE II, SECTION 252-9 OF THE BOROUGH CODE OF CHAPTER 252 OF THE BOROUGH OF ALLENDALE ENTITLED "VEHICLES AND TRAFFIC".

No one came forward from the public on Ordinance 25-02.

The vote was recorded, and a roll call was conducted as follows:

	Motion	Second	Yes	No	Abstain	Absent
Councilman Yaccarino			✓			
Councilman O'Toole	✓		✓			
Councilwoman Homan			✓			
Councilwoman Lovisolo			✓			
Councilman Daloisio		✓	✓			
Councilman O'Connell						✓

(See Ordinance 25–02 attached and made a part hereof)

The Municipal Clerk read into the record:

The following ordinance published herewith was first read by title only on January 23, 2025, and posted on the bulletin board of the lobby of the municipal building and borough website.

ORDINANCE 25-03: AN ORDINANCE TO AMEND, SUPPLEMENT AND REVISE THE CODE OF THE BOROUGH OF ALLENDALE, VEHICLES AND TRAFFIC, CHAPTER 252-9(A).

No one came forward from the public on Ordinance 25-03.

The vote was recorded, and a roll call was conducted as follows:

	Motion	Second	Yes	No	Abstain	Absent
Councilman Yaccarino			✓			
Councilman O'Toole	✓		✓			
Councilwoman Homan			✓			
Councilwoman Lovisolo			✓			
Councilman Daloisio		✓	✓			
Councilman O'Connell						✓

(See Ordinance 25-03 attached and made a part hereof)

#### INTRODUCTION OF ORDINANCES:

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

**ORDINANCE 25-04:** AN ORDINANCE TO AMEND CHAPTER 53 OF THE CODE OF THE BOROUGH OF ALLENDALE, "OFFICERS AND EMPLOYEES", TO FIX THE SALARIES, WAGES AND COMPENSATION OF THE OFFICERS AND EMPLOYEES OF THE BOROUGH OF ALLENDALE FOR THE YEAR 2025.

The vote was recorded, and a roll call was conducted as follows:

	Motion	Second	Yes	No	Abstain	Absent
Councilman Yaccarino			<b>✓</b>			
Councilman O'Toole			✓			
Councilwoman Homan			✓			
Councilwoman Lovisolo	✓		✓			
Councilman Daloisio		✓	✓			
Councilman O'Connell			_			✓

(See Ordinance 25-04 attached and made a part hereof)

The Municipal Clerk read into the record the following: "Ordinance 25-04 has been introduced upon first reading and will be published in the Wednesday, February 19, 2025 edition of the Record and will be taken up for further consideration and final passage at the meeting of the Mayor and Council on Thursday, February 27, 2025 at 7:00 pm or soon thereafter."

#### RESOLUTIONS:

The Municipal Clerk read into the record:

<u>RESOLUTION 25-72</u>: Resolution of The Borough Council of The Borough of Allendale, in the County of Bergen, New Jersey, Covenanting to comply with the provisions of the Internal Revenue Code of 1986, as amended, applicable to the exclusion from gross income for federal income tax purposes of interest on obligations issued by the Borough of Allendale and authorizing the Mayor, Borough Clerk, Chief Financial Officer and other Borough Officials to take such action as they may deem necessary or advisable to effect such compliance and designating a \$5,758,000 Bond Anticipation Note, dated February 21, 2025, payable February 20, 2026, as a "Qualified Tax-Exempt Obligation" pursuant to Section 265(b)(3) of The Internal Revenue Code if 1986, as amended.

The vote was recorded, and a roll call was conducted as follows:

	Motion	Second	Yes	No	Abstain	Absent
Councilman Yaccarino			✓			
Councilman O'Toole			✓			
Councilwoman Homan		✓	✓			
Councilwoman Lovisolo	✓		✓			
Councilman Daloisio			✓			
Councilman O'Connell						✓

(See Resolution 25–72 attached and made a part hereof)

#### APPROVAL OF CONSENT AGENDA:

The vote was recorded, and a roll call was conducted as follows:

	Motion	Second	Yes	No	Abstain	Absent
Councilman Yaccarino			✓		25-83	
Councilman O'Toole	✓		✓			
Councilwoman Homan		✓	✓			
Councilwoman Lovisolo			✓			
Councilman Daloisio			✓			
Councilman O'Connell						✓

(See Resolutions 25–73 through 25–84 attached and made a part hereof)

(For the Record, Councilman Yaccarino abstained Resolution 25–83 and yes to the balance)

#### ADMINISTRATION:

#### Council Committee Reports

Councilman Matthew O'Toole, Public Safety, stated, the Public Safety Committee met the other night. We had an excellent meeting. Joe was very instrumental at the meeting. We discussed crosswalk signs that are missing downtown which are to be reinstalled in the near future. The contractors are waiting for the weather to cooperate. We discussed our police force and the fact that we have conditional offers sent to police candidates who are either certified or finishing up the academy. LEAD training is in full swing at Brookside School. This evening, we had the second reading of the two ordinances that have to do with parking in town.

Spots in front of the community center are for the use of those using the community center, not for the parking of residents at The Vale. We will start enforcing that now that the ordinance had its second reading. The second was the five-minute parking spot downtown in front of Terrie O'Connell Realtors. What we are designating that spot for is for rideshare and food delivery pickups. Hopefully, this is going to cut down on some of the illegal parking. Finally, I'd just like to remind everyone that on March  $27^{th}$ , from 1:00 p.m. to 7:00 p.m., at the Fire House, we are, again, hosting the Gary Letizia Memorial Blood Drive.

Councilwoman Susanne Lovisolo, Finance, Human Resources, Administration and Information Technology, Land Use and Construction Code, stated, there's not much to report right now because we haven't had our monthly meetings yet for Land Use Committee, which will be the morning of the  $27^{th}$ . That week we will also have our next Finance/HR/Admin meeting. On that note, I just want to say if you haven't taken a look at all the improvements at Borough Hall. As you can see there is new carpeting and painting in this area, but down in our borough clerk's office we removed some of the old furniture and replaced it with new desks. The rug will remain the same, but will be cleaned. The computer at the counter window was just shifted to the other side to give the staff the ability to see the people at the window more clearly. Municipal Clerk, Linda Cervino, thanked the DPW for taking the old desks out. Councilwoman Lovisolo said the library is going to come to our next meeting and give a status report for all the great things that went on in the library last year.

Councilwoman Lovisolo stated that the date for the environmental day got moved to May 3, 2025.

Councilman Joseph Daloisio, Public Works & Public Utility/ Public Safety stated our last meeting was early January. We are scheduled for our next regular meeting next week. I did touch base with our DPW Superintendent. The DPW has been working on clearing the snow with our contractor who plows our roads. They've done some miscellaneous repairs at different borough facilities. They are getting ready for spring and updating some of the fields. If there are any issues around town please don't hesitate to call the DPW. Notify them and someone will respond.

Councilman Yaccarino, Facilities, Parks and Recreation/ Land Use and Construction Code, stated, that we are full steam ahead on the concession stand. We are having weekly huddle meetings Tuesday at three o'clock. We are on track for opening day as planned. We are very diligent in working with our stakeholders to make sure that we continue to remain on schedule to make sure that that project is coming together. Our first Allendale Sports Alliance meeting of the year we're looking to have on Monday, February 24<sup>th</sup>, so we're looking to discuss scheduling for the year regarding the spring sports, field updates and things of that nature.

Councilwoman Elizabeth Homan, Finance, Human Resources, Administration and Information Technology, Public Works & Public Utility, stated, we are in constant communication with Veolia. I know that there have been several residents that have had concerns about water bills and we are in conversation with them. I do encourage individuals that are having a concern about their water bill to call Veolia. To escalate it up, ask for a manager. If they are really not getting the satisfaction that they need, they do have the BPU as an opportunity to reach out to them. I also encourage them to send myself an email at <a href="mailto:lizhoman@allendalenj.gov">lizhoman@allendalenj.gov</a> because I don't read Facebook, so that's not a place that I will be advocating from.

As far as sewer, there's a lot going on. I have coordinated a meeting with the Bergen County Utility Authority where we will be talking about several topics; how to better improve our sewer system here in Allendale as that is our second largest budget item next to public safety. So, it's certainly something that if we can improve the sewer system by spending money on repairs and mitigate some of the I & I and inflow that goes into the pipes that would be excellent. Mayor Wilczynski and I also met with Senator Schepisi after the last council meeting, so we're working through some different ideas with her to make sure Allendale has the best foot forward.

Councilman Edward O'Connell, Facilities, Parks and Recreation, was absent.

#### Staff Reports:

Linda Louise Cervino, Municipal Clerk, stated that the Primary Election date has been changed from June 3, 2025 to June 10, 2025.

Michael Dillon, Police Chief, has no report.

Alison Altano, CFO/Borough Administrator, is not present.

Andrew Agugliaro, DPW Superintendent, is not present.

Ray Wiss, Borough Attorney, stated, we are still working with Veolia on easements and some issues. We are still trying to reconcile with respect to The Vale and the Community Center regarding parking, drainage and other things. There is a new litigation initiated by a resident against Veolia and we are monitoring that litigation and seeing where it goes and hopefully the borough doesn't end up being a party to that matter. With respect to the diversion process, which is the Green Acres process that we've talked about before, we think that our borough engineer should be in shape very, very shortly to file what's called a preapplication. That is, ultimately, to try to dedicate to Green Acres a passive recreation an area on New Street, DPW facility to satisfy Green Acres with respect to a prior issue decades ago involving a line that was inserted over Green Acres property. So, we're hoping to get that process kicked off. It will probably be a lengthy process spanning from 9 to 12 months until we get it reconciled, but we're hoping to initiate that by next week.

The other matter is there is a litigation in which we are involved with a developer in Saddle River. There have been discussions with the developer, with Saddle River, with the Fair Share Housing Counsel since the project in Saddle River does involve some of their low- and moderate-income units from their third round. There is hope that there will be mediation in short order to try to reconcile things. It is a formal litigation to which the borough is a party. The developer having seen our brief has not decided to add Saddle River as a party. So, they are now a part of the conversation which was always a missing element.

#### MAYOR'S REPORT ON BEHALF OF COUNCILPRESIDENT, LIZ HOMAN:

Councilpresident Liz Homan read Mayor Wilczynski's report. She stated, in talking about the community center, we have had a successful rollout of our community center. We are happy to accommodate so many of Allendale's groups and volunteer organizations such as ARC, the Holiday Observers and the XYZ Club. We also have a new pickle ball director who is helping us manage pickle ball players. Currently, we are keeping it Allendale only. We ask for patience from our residents as we navigate through our systems and the operations. So far, everybody has been very positive and we all hope that that continues.

For Fair Share Housing we have been very busy meeting the aggressive timelines that have been set by the affordable housing mandates. There is a great team in place and we are working hard to strategically balance the need for affordable housing and the character of our town. Another aspect of this is protecting our infrastructure for not only what we need to build here in Allendale, but also from the mandates that neighboring towns have. Unfortunately, lawyers are now involved. It really is to protect Allendale and the Allendale residents because we do have limited infrastructure. The sewers were installed in the 1960's, and since then, we've seen tremendous developments.

We are also planning for more town halls in the spirit of transparency. Dates will be announced soon. Mayor Wilczynski and the council are working on the goals of each borough by committee and look forward to sharing with the public at our first town hall.

UNFINISHED BUSINESS: None.

NEW BUSINESS: None.

PUBLIC COMMENTS ON ANY MATTER:

Mark Savastano, 38 Vreeland, Allendale, stated we had our first in-person meeting for the Green Team at the community center. I wrote a note to Amy and Mayor Emeritus Liz and thanked them. It's a wonderful space. It's delightful. Everything worked great. Thank you to Tyler Yaccarino for providing that code that we needed for the tv. We did a Zoom meeting as well as an in-person meeting so that people who couldn't make it could see it as well and participate.

We are having an EPS collection on Saturday. We will be transporting on Sunday. It will be at the train station in Ramsey from 10 a.m. to 12 p.m. Normally, they would run their own event, but because they were having problems with their environmental commission we agreed to have our team run the event in Ramsey and process the material. We want the public to get used to the fact that it's going to go between the three municipalities.

Mr. Savastano turned the mic over to Krithi Vedam (phonetic) and Carlton Frost who will tell you a little bit about some changes they are going to make to the event.

Krithi Vedam, from Northern Highlands, Allendale, stated, I learned about The Green Team when I contacted Mark about trying to create some initiative to help the litter in our town. I've always looked to make the earth a better place to live in. Every time I see litter across the streets, I always pick it up. I wanted to make more of a widespread impact of this. I already volunteer at MEVO, the Mahwah Environmental Volunteer Organization, where I volunteer on both of their farms. But I still wanted to make more of an impact on our local community here. This is why I wanted to initiate a town-wide litter cleanup in Allendale. I already spoke with Carlton to strategize and plan for expanding on the existing litter clean up that happens in the spring. Some areas that we were thinking of focusing on were Crestwood, especially on the sand, and also the area around and behind ACME, especially the brook, which tends to have a lot of trash which isn't very good for our town. Since we're going to be near ACME, I was going to ask the managers for the donations of bags to use to help with the litter cleanup. If any of you have an area that you would like to see addressed in the town, please let us know.

I already have about seven people interested, but we are also thinking about collaborating with the Environmental Club at Highlands to get more volunteers. Also, we spoke to Mrs. Weiss (phonetic) about collaborating with athletic teams like the football team. If you have any suggestions, feel free to let any of us know. As always, your participation is also welcomed if you would like to help out with the litter cleanup. I hope you think this is a good idea to implement in Allendale. Thank you so much for listening.

Councilwoman Homan said, I think it's awesome. I have always noticed Carlton always cleaning up when he's walking through Crestwood. I think the fact that you're expanding that and trying to encourage students. It would be very nice to get groups together. Once you start realizing how much litter there is it becomes something that you're more aware of. I think it's great.

No one else from the public came forward.

### ADJOURNMENT:

There being no further business to come before the Mayor and Council, on a motion by Councilman Daloisio, second by Councilman O'Toole and unanimously carried, the meeting was adjourned at 7:32 p.m.

Respectfully submitted,

Linda Louise Cervino, RMC Municipal Clerk 03/13/2025

Date Approved

#### ORDINANCE #25-01

BOND ORDINANCE TO AUTHORIZE THE MAKING OF VARIOUS PUBLIC IMPROVEMENTS IN, BY AND FOR THE BOROUGH OF ALLENDALE, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF \$995,000 TO PAY THE COST THEREOF, TO MAKE A DOWN PAYMENT OR FULLY FUND AN APPROPRIATION FROM THE CAPITAL IMPROVEMENT FUND, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS.

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

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

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

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

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

#### SCHEDULE OF IMPROVEMENTS, PURPOSES AND AMOUNTS

A. Supplemental funding for the rehabilitation of the Crestwood Lake Concession Stand. It is hereby determined and stated that the Borough has heretofore appropriated the sum of \$200,000 for such improvement pursuant to Ord. No. 23-14 adopted on October 26, 2023.

Appropriation and Estimated Cost	\$ 700,000
Down Payment Appropriated	\$ 35,000
Bonds and Notes Authorized	\$ 665,000
Period of Usefulness	15 years

B. Acquisition of new communication and signal systems equipment consisting of dispatch equipment for the use of the Police Department, the Fire Department and the Volunteer Ambulance Corps.

Appropriation and Estimated Cost	\$ 295,000
Capital Improvement Fund Appropriated	\$ 295,000
Period of Usefulness	10 years
Aggregate Appropriation and Estimated Cost	# OOE OOO
Aggregate Appropriation and Estimated Cost	\$ 995,000
Aggregate Capital Improvement Fund	
Appropriated either as a Down Payment	
or to Fully Fund an Appropriation	\$ 330,000
Aggregate Amount of Bonds and Notes Authorized	\$ 665,000

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

including interest on such obligations to the extent permitted by Section 20 of the Local Bond Law (Chapter 2 of Title 40A of the New Jersey Statutes Annotated, as amended; the "Local Bond Law").

Section 6. It is hereby determined and stated that moneys exceeding \$330,000, appropriated for down payments on capital improvements or for the capital improvement fund in budgets heretofore adopted for said Borough, are now available to finance said purposes. The sum of \$330,000 is hereby appropriated from such moneys to the payment of the cost of said purposes.

Section 7. To finance said purposes, bonds of said Borough of an aggregate principal amount not exceeding \$665,000 are hereby authorized to be issued pursuant to the Local Bond Law. Said bonds shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law. All matters with respect to said bonds not determined by this ordinance shall be determined by resolutions to be hereafter adopted.

Section 8. To finance said purposes, bond anticipation notes of said Borough of an aggregate principal amount not exceeding \$665,000 are hereby authorized to be issued pursuant to the Local Bond Law in anticipation of the issuance of said bonds. In the event that bonds are issued pursuant to this ordinance, the aggregate amount of notes hereby authorized to be issued shall be reduced by an amount equal to the principal amount of the bonds so issued. If the aggregate amount of outstanding bonds and notes issued pursuant to this ordinance shall at any time exceed the sum first mentioned in this section, the moneys raised by the issuance of said bonds shall, to not less than the amount of such excess, be applied to the payment of such notes then outstanding.

Section 9. Each bond anticipation note issued pursuant to this ordinance shall be dated on or about the date of its issuance and shall be payable not more than one year from its date, shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law and may be renewed from time to time pursuant to and within limitations prescribed

by the Local Bond Law. Each of said bond anticipation notes shall be signed by the Mayor and by a financial officer and shall be under the seal of said Borough and attested by the Borough Clerk or Deputy Borough Clerk. Said officers are hereby authorized to execute said notes in such form as they may adopt in conformity with law. The power to determine any matters with respect to said notes not determined by this ordinance and also the power to sell said notes, is hereby delegated to the Chief Financial Officer who is hereby authorized to sell said notes either at one time or from time to time in the manner provided by law.

Section 10. It is hereby determined and declared that the period of usefulness of the purpose to be financed with bonds or notes, according to its reasonable life, is a period of 15 years computed from the date of said bonds.

Section 11. It is hereby determined and stated that the Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the office of the Borough Clerk of said Borough, and that such statement so filed shows that the gross debt of said Borough, as defined in Section 43 of the Local Bond Law, is increased by this ordinance by \$665,000 and that the issuance of the bonds and notes authorized by this ordinance will be within all debt limitations prescribed by said Local Bond Law.

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

Section 13. The Borough intends to issue the bonds or notes to finance the cost of the improvement described in Section 4.A of this bond ordinance. If the Borough incurs such costs prior to

the issuance of the bonds or notes, the Borough hereby states its reasonable expectation to reimburse itself for such expenditures with the proceeds of such bonds or notes in the maximum principal amount of bonds or notes authorized by this bond ordinance.

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

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

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

	Motion	Second	Yes	No	Abstain	Absent
Councilman Yaccarino			/			
Councilman O'Toole	Ş.		/	4.17		
Councilwoman Homan			~			
Councilwoman Lovisolo		1	/			7,07
Councilman Daloisio	<b>/</b>		/			
Councilman O'Connell				£4 ,		/
Mayor Wilczynski						

I hereby certify the above to be a true copy of an Ordinance Adopted by the Governing Body of the Borough of Allendale on February 13, 2025.

Linda Louise Cervino, RMC

Municipal Clerk

Amy Wilczyński Mayor

#### ORDINANCE #25-02

AN ORDINANCE TO AMEND, SUPPLEMENT AND REVISE ARTICLE II, SECTION 252-9 OF THE BOROUGH CODE OF CHAPTER 252 OF THE BOROUGH OF ALLENDALE ENTITLED "VEHICLES AND TRAFFIC".

BE IT ORDAINED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Chapter 252, Vehicles and Traffic, Article II, of the Code of the Borough of Allendale, be and hereby is amended, supplemented and revised in its entirety to add the following Section 252-9(C):

§252-9(C). (1) No person, other than those persons who are then utilizing or visiting the Borough's Recreation/Community Center owned by the Borough (the "Borough Facility") and located at 210 West Crescent Avenue (the "Borough Property"), shall park in any unnumbered parking space on the Borough Property, and parking in any unnumbered parking space at the Borough Property shall be exclusively for such persons then utilizing or visiting the Borough Facility.

(2) Notwithstanding any other provision of this Code, any person convicted of a violation of §252-9(C) of the Code of the Borough of Allendale or any amendment or supplement thereto shall be subject to (i) a fine of \$50 for the first offense, (ii) a fine of \$100 for the second offense; and (iii) for the third and subsequent offenses, a fine of at least \$500 or imprisonment for a term not to exceed 15 days, or both, at the discretion of the Judge before whom such person may be convicted.

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

BE IT FURTHER ORDAINED that, except as modified herein, all other provisions of Chapter 252 shall remain in full force and effect as previously adopted.

	Motion	Second	Yes	No	Abstain	Absent
Councilman Yaccarino			/			
Councilman O'Toole	<b>/</b>		1			
Councilwoman Homan			V			
Councilwoman Lovisolo		/	V			
Councilman Daloisio			1			
Councilman O'Connell						/
Mayor Wilczynski						

I hereby certify the above to be a true copy of an Ordinance adopted by the Governing Body of the Borough of Allendale on February 13, 2025.

Linda Louise Cervino, RMC Municipal Clerk

Amy Wilczynski

Mayor

#### ORDINANCE #25-03

# AN ORDINANCE TO AMEND, SUPPLEMENT AND REVISE THE CODE OF THE BOROUGH OF ALLENDALE, VEHICLES AND TRAFFIC, CHAPTER 252-9(A)

**BE IT ORDAINED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Chapter 252-9(A) of the Code of the Borough of Allendale, be and hereby is amended, supplemented and revised to add the following provision to said Chapter:

## 252-9. Parking on Designated Streets and at specific times

A. No person shall park a vehicle for longer than the time limit shown upon any of the following streets or parts of streets:

Name of Street	<b>Side</b>	Day of Week	<b>Time Limit</b>	<b>Hours</b>	Location
West Allendale	Both	Any day except	5 minutes	8:00 am to	In front of 75
Avenue		Sunday and		11:00 pm	West Allendale Ave.
		holidays			

**BE IT FURTHER ORDAINED** that, except as modified herein, all other provisions of Chapter 252 shall remain in full force and effect as previously adopted.

	Motion	Second	Yes	No	Abstain	Absent
Councilman Yaccarino			_			
Councilman O'Toole	<b>/</b>		1			
Councilwoman Homan			/			
Councilwoman Lovisolo			/			
Councilman Daloisio						
Councilman O'Connell						
Mayor Wilczynski						

I hereby certify the above to be a true copy of an Ordinance adopted by the Governing Body of the Borough of Allendale on <u>February 13, 2025</u>.

Linda Louise Cervino, RMC Municipal Clerk

Amy Wilczynski

Mayo

#### **ORDINANCE #25-04**

AN ORDINANCE TO AMEND CHAPTER 53 OF THE CODE OF THE BOROUGH OF ALLENDALE, "OFFICERS AND EMPLOYEES", TO FIX THE SALARIES, WAGES AND COMPENSATION OF THE OFFICERS AND EMPLOYEES OF THE BOROUGH OF ALLENDALE FOR THE YEAR 2025.

BE IT ORDAINED, by the Governing Body of the Borough of Allendale that the salaries of the following officers and employees of the Borough of Allendale shall be paid bi-weekly and fixed in the amounts as set forth below, effective January 1, 2025.

TITLE	MINIMUM	MAXIMUM
Borough Administrator	20,000	75,000
Chief Financial Officer	65,000	135,000
Qualified Purchasing Agent	3,000	6,000
Municipal Clerk	60,000	97,000
Deputy Municipal Clerk	48,000	68,000
Department of Public Works Superintendent	110,000	120,000
Tax Collector	63,000	78,000
Tax Assessor, Part-time	30,000	55,000
Director of Communications	5,000	15,000
Web Master	5,000	15,000
Clean Communities Coordinator/Certified Recycling Professional	1,500	3,000
Construction Code Official	25,000	95,000
CCO Inspector	4,000	7,000
Electrical Sub Code Official, Part-time	12,000	28,000
Building Sub Code Official	13,000	17,500
Plumbing Sub Code Official, Part-time	12,000	30,000
Zoning Official	13,000	17,500
Property Maintenance Official	38,000	45,000
Fire Sub Code Official, Part-time	10,000	17,000
Fire Prevention Official, Part-time	3,800	20,000
Fire Inspectors, Hourly	14.00	22.00
Bookkeeper	50,000	65,000
Administrative Assistant	35,000	53,000
Administrative Assistant, Part-time/hourly	16.00	23.00
Land Use Administrative Assistant	58,000	65,000
Summer Interns, Hourly	14.00	17.00
Crestwood Lake Staff – Seasonal	500	20,000
Crestwood Lake Employees - Seasonal, Hourly	12.70	19.00
Building Monitor, Hourly	15.00	16.00
Chief of Police	170,000	200,000
Police Patrolman	43,000	162,000
Sergeant	150,000	170,000
Detective Sergeant	158,000	155,000

#### ORDINANCE #25-04

Lieutenant	156,907	180,000
Detective Lieutenant	165,147	170,000
Patrolman Detective Stipend	1,500	1,500
Municipal Magistrate	10,000	18,000
Municipal Prosecutor	4,000	8,000
Radio Police Dispatcher, Full-time	35,000	45,000
Radio Police Dispatcher, Part-time-hourly	16.00	22.00
Crossing Guards, P/T Hourly	14.00	30.00
Emergency Management Official	2,500	4,500
Laborer, DPW	40,000	90,000
Standby, DPW, Per Week	425	450
Crew Chief, DPW	3,000	5,000
Laborer, DPW, Part-time/hourly	16.00	21.00

Council	Motion	Second	Yes	No	Abstain	Absent
Yaccarino			/		Y B F TEATH	
O'Toole			/			
Homan			<b>/</b>	- 380		
Lovisolo	/		/			
Daloisio		/	/			
O'Connell						
Mayor Wilczynski						

I hereby certify the above to be a true copy of an Ordinance introduced by the Governing Body of the Borough of Allendale on February 13, 2025.

DATE: 02/13/2025

**RESOLUTION# 25-72** 

Council	Motion	Second	Yes	No	Abstain	Absent
Yaccarino			✓			
O'Toole			<b>/</b>			
Homan		✓	<b>✓</b>			
Lovisolo	✓		✓			
Daloisio			<b>✓</b>			
O'Connell						✓
Mayor Wilczynski						

☑ Carried☐ Defeated☐ Tabled☐ Approved on ConsentAgenda

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF ALLENDALE, IN THE COUNTY OF BERGEN, NEW JERSEY, COVENANTING TO COMPLY WITH THE PROVISIONS OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, APPLICABLE TO THE EXCLUSION FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES OF INTEREST ON OBLIGATIONS ISSUED BY THE BOROUGH OF ALLENDALE AND AUTHORIZING THE MAYOR, BOROUGH CLERK, CHIEF FINANCIAL OFFICER AND OTHER BOROUGH OFFICIALS TO TAKE SUCH ACTION AS THEY MAY DEEM NECESSARY OR ADVISABLE TO EFFECT SUCH COMPLIANCE AND DESIGNATING A \$5,758,000 BOND ANTICIPATION NOTE, DATED FEBRUARY 21, 2025, PAYABLE FEBRUARY 20, 2026, AS A "QUALIFIED TAX-EXEMPT OBLIGATION" PURSUANT TO SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

WHEREAS, the Borough of Allendale, in the County of Bergen, New Jersey (the "Borough") from time to time issues bonds, notes and other obligations, the interest on which is excluded from gross income for Federal income tax purposes, and desires to take such action as may be necessary or advisable to establish and maintain such exclusion; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), contains provisions with respect to the exclusion from gross income for Federal income tax purposes of interest on obligations, including provisions, among others, which require issuers of tax-exempt obligations, such as the Borough to account for and rebate certain arbitrage earnings to the United States Treasury and to take other action to establish and maintain such Federal tax exclusion; and

DATE: 02/13/2025

**RESOLUTION# 25-72** 

WHEREAS, the Borough desires to designate a \$5,758,000 Bond Anticipation Note, dated February 21, 2025, payable February 20, 2026 (the "Note"), as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Code;

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

SECTION 1. The Borough Council hereby covenants on behalf of the Borough, to the extent permitted by the Constitution and the laws of the State of New Jersey, to do and perform all acts and things permitted by law and necessary to assure that interest paid on bonds, notes or other obligations of the Borough (including the Note) be and remain excluded from gross income of the owners thereof for Federal income tax purposes pursuant to Section 103 of the Code.

SECTION 2. The Mayor, Borough Clerk, Chief Financial Officer and the other officials of the Borough are hereby authorized and directed to take such action, make such representations and give such assurances as they may deem necessary or advisable to effect compliance with the Code.

SECTION 3. The Note is hereby designated as a "qualified tax-exempt obligation" for the purpose of Section 265(b)(3) of the Code.

SECTION 4. It is hereby determined and stated that (1) said Note is not a "private activity bond" as defined in the Code and (2) the Borough and its subordinate entities, if any, do not reasonably anticipate issuing in excess of \$10 million of new money tax-exempt obligations (other than private activity bonds) during the calendar year 2025.

DATE: 02/13/2025

RESOLUTION# 25-72

SECTION 5. It is further determined and stated that the Borough has not, as of the

date hereof, issued any tax-exempt obligations (other than the Note) during the calendar year 2025.

SECTION 6. The Borough will, to the best of its ability, attempt to comply with

respect to the limitations on issuance of tax-exempt obligations pursuant to Section 265(b)(3) of

the Code; however, said Borough does not covenant to do so, and hereby expressly states that a

covenant is not made hereby.

SECTION 7. The issuing officers of the Borough are hereby authorized to deliver a

certified copy of this resolution to the original purchaser of the Note and to further provide such

original purchaser with a certificate of obligations issued during the calendar year 2025 dated as of

the date of delivery of the Note.

SECTION 8. This resolution shall take effect immediately upon its adoption.

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 13, 2025.

Municipal Clerk

DATE: 02/13/2025

RESOLUTION# 25-73

Council	Motion	Second	Yes	No	Abstain	Absent	
Yaccarino			/				
O'Toole	1		/				□Carried
Homan		/	/				□Defeated
Lovisolo			<b>V</b>				□Tabled
Daloisio							■Approved on
O'Connell						<b>/</b>	Consent Agenda
Mayor Wilczynski					П		

# RESOLUTION APPROVING THE DISPLAY OF RAMADAN CRESCENT LIGHTING OUTSIDE THE BOROUGH OF ALLENDALE

WHEREAS, the Borough of Allendale recognizes the cultural and religious significance of Ramadan for its Muslim residents and community members; and

WHEREAS, the Borough acknowledges the importance of fostering inclusivity, respect, and mutual understanding within the community; and

WHEREAS, as a symbol of celebration for the Ramadan season, the installation of Ramadan Crescent lighting would serve to enhance community pride and support for cultural diversity in the Borough of Allendale; and

WHEREAS, the Borough of Allendale has received a request to approve the display of Ramadan Crescent lighting outside of the Borough for the purpose of celebrating the holy month of Ramadan and promoting cultural understanding; and

WHEREAS, the Borough Council of Allendale has considered the request and believes that such a display aligns with the values of unity and respect within the Borough; and

WHEREAS, the Borough Council of Allendale approves the Ramadan Crescent Lighting Cultural Event on February 24, 2025 from 6:00 p.m. to 7:00 p.m.; and

WHEREAS, the Crescent Lighting will be removed on April 1, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Allendale, County of Bergen, State of New Jersey, hereby approves the installation and display of Ramadan Crescent lighting outside of the Borough of Allendale in a manner that ensures safety and compliance with all local regulations for the duration of Ramadan.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>February 13, 2025</u>.

DATE: 02/13/2025

RESOLUTION# 25-74

Council	Motion	Second	Yes	No	Abstain	Absent	
Yaccarino			~				
O'Toole	/		/				□Carried
Homan		<b>V</b>	/				□Defeated
Lovisolo			/				□Tabled
Daloisio			/				☑Approved on
O'Connell							Consent Agenda
Mayor							
Wilczynski							

# APPROVAL OF THE ALLENDALE CHAMBER OF COMMERCE'S 2025 ALLENDALE FESTIVAL DAY

WHEREAS, there is a request by the Allendale Chamber of Commerce to hold the Allendale Festival Day on Saturday, September 20, 2025 from 12:00 p.m. to 4:00 p.m. with a rain date of Saturday, September 27, 2025; and

WHEREAS, West Allendale Avenue will be closed starting 11:00 a.m. for this event from the town clock to DeMercurio Drive; and

WHEREAS, the Chamber of Commerce will, after approval, coordinate the event with the Police Department, the Fire Department and the Department of Public Works.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council that this request be and is hereby approved.

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 13, 2025.

DATE: 02/13/2025

RESOLUTION# 25-75

Council	Motion	Second	Yes	No	Abstain	Absent	
Yaccarino			/				
O'Toole			<b>/</b>				□Carried
Homan		<b>✓</b>	/				□Defeated
Lovisolo			/				□Tabled
Daloisio			/			,	☑Approved on
O'Connell						<b>V</b>	Consent Agenda
Mayor Wilczynski							

#### A RESOLUTION APPROVING THE 2025 ALLENDALE HOLIDAY WALK

WHEREAS, there is a request by the Allendale Chamber of Commerce to hold the Allendale Holiday Walk on Friday, December 5, 2025 from 6:30 p.m. to 9:00 p.m., and

WHEREAS, West Allendale Avenue will be closed for this event from the town clock to DeMercurio Drive beginning at 6:00 p.m.,

WHEREAS, the Chamber of Commerce will, after approval, coordinate the event with the Police Department, the Fire Department and the Department of Public Works;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council that this request be and is hereby approved.

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 13, 2025.

DATE: 02/13/2025

RESOLUTION# 25-76

Council	Motion	Second	Yes	No	Abstain	Absent	
Yaccarino			/				
O'Toole	/		/				□Carried
Homan		<b>✓</b>	/				□Defeated
Lovisolo			/				□Tabled
Daloisio			/				☑Approved on
O'Connell						<b>~</b>	Consent Agenda
Mayor							
Wilczynski							

A RESOLUTION WAIVING THE SPECIAL EVENTS PERMIT FEE FOR FOOD VENDORS PARTICIPATING IN THE ALLENDALE FALL FESTIVAL ON SEPTEMBER 20, 2025, HOSTED BY THE CHAMBER OF COMMERCE

WHEREAS, the Allendale Fall Festival is an annual community event that celebrates the autumn season with a variety of activities, entertainment, and food, attracting residents and visitors alike; and

WHEREAS, the 2025 Allendale Fall Festival is being hosted by the Allendale Chamber of Commerce, a key organization dedicated to supporting local businesses and fostering economic development within the community; and

WHEREAS, food vendors are an essential component of the festival, providing diverse culinary offerings that enhance the experience for attendees; and

WHEREAS, the Borough of Allendale currently imposes a \$50 special events permit fee on food vendors participating in public events within the municipality; and

WHEREAS, the governing body of the Borough of Allendale recognizes the importance of supporting the Chamber of Commerce in its efforts to organize a successful festival and wishes to encourage maximum participation by waiving the special events permit fee for food vendors; and

WHEREAS, waiving this fee will promote greater participation from food vendors, benefiting the overall success of the Allendale Fall Festival and supporting the local economy;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borough of Allendale, that the \$50 special events permit fee for food vendors participating in the Allendale Fall Festival on September 20, 2025, hosted by the Chamber of Commerce, is hereby waived.

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 13, 2025.

Linda Louise Cervino, RMC

Municipal Clerk

DATE: 02/13/2025

RESOLUTION# 25-77

Council	Motion	Second	Yes	No	Abstain	Absent	
Yaccarino			1				
O'Toole	/		/				□Carried
Homan		<b>/</b>	V				□Defeated
Lovisolo			/				□Tabled
Daloisio			/				☑Ápproved on
O'Connell						<b></b>	Consent Agenda
Mayor							
Wilczynski							

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE TOWN OF RAMAPO AND THE BOROUGH OF ALLENDALE FOR USE OF THE TOWN OF RAMAPO POLICE FIRING RANGE FOR THE CALENDAR YEAR 2025

WHEREAS, the Borough of Allendale, New Jersey has requested to enter into an agreement with the Town of Ramapo, 237 Route 59, Suffern, New York 10901 for the use of the Town of Ramapo Police Firing Range for the calendar year 2025; and

WHEREAS, the Town of Ramapo has agreed to permit the Borough of Allendale's police department to utilize the firing range under the terms set forth in the agreement; and

WHEREAS, the Borough of Allendale will be responsible for signing the agreement and providing an updated certificate of insurance that names the Town of Ramapo as an additional insured party and indicate that the insurance coverage is primary to the Town of Ramapo; and

WHEREAS, the governing body of the Town of Ramapo deems it in the best interest of the Town to approve and authorize the execution of the agreement between the Town of Ramapo and the Borough of Allendale for the calendar year 2025.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Allendale, County of Bergen, State of Jersey, agrees to enter into an agreement with the Town of Ramapo for the use of the Town of Ramapo Police Firing Range for the calendar year 2025, pursuant to the terms of the 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 13, 2025.



# OFFICE OF THE SUPERVISOR TOWN OF RAMAPO

237 Route 59 Suffern, New York 10901 (845) 357-5100 Fax: (845) 357-3877

MICHAEL B. SPECHT
Supervisor

Town Board:
Brendel Charles
Michael Rossman
David Wanounou
Yehuda Weissmandl

January 21, 2025

Mayor Amy Wilczynski Borough of Allendale 500 W Crescent Avenue Allendale, New Jersey 07401

Re: License Agreement for Use of the Town of Ramapo Police Firing Range

Dear Mayor Wilczynski:

I am pleased to advise that, pursuant to Town Board Resolution No. 2025-51, the Town of Ramapo is authorized to enter into an agreement for use of the Town of Ramapo Police Firing Range for calendar year 2025.

Enclosed please find two duplicate original agreements. Kindly confirm your acceptance of this agreement by signing and returning both agreements together with an updated certificate of insurance naming the Town as an additional insured and indicating that the insurance is primary to the Town of Ramapo, to the Office of the Town Attorney, Attention: Alyssa M. Slater, Assistant Town Attorney. A fully executed agreement will be returned to you.

Very truly yours,

Kassidi Wallis Kassidi Wallis Paralegal Specialist I

AMS/kw Encs.

cc: Chief Daniel Hyman

# LICENSE AGREEMENT FOR USE OF THE RAMAPO POLICE RANGE FACILITY BY OUTSIDE AGENCIES

This Agreement made as of the 1<sup>st</sup> day of January 2025, between the TOWN OF RAMAPO, a Municipal Corporation with principal offices at the Ramapo Town Hall, 237 Route, Suffern, New York 10901 hereinafter referred to as "TOWN" and

BOROUGH OF ALLENDALE, a municipal corporation of the State of New Jersey, with offices at 290 Franklin Turnpike, Allendale, New Jersey 07401, hereinafter referred to as "LICENSEE".

#### WITNESSETH:

#### 1. DESCRIPTION AND LOCATION

The TOWN hereby grants the LICENSEE, and LICENSEE hereby accepts from the TOWN, a license to use the Town of Ramapo Police Range Facility located at the end of Bailer Road in the Town of Ramapo. Said use shall include and be limited to training officers in firearms knowledge and proficiency.

#### 2. TERM

The term of this License Agreement shall be for one year from January 1, 2025 through December 31, 2025 and may be renewed on a yearly basis upon the same terms and conditions provided the same is mutually acceptable to both parties.

- (a) The parties understand and agree that this is a License Agreement and not a lease, and is, therefore, revocable by the TOWN at will when, in the judgment of the TOWN Board, it is deemed that such termination is necessary either by operation of law or for any other public purpose, and the TOWN reserves the right to cancel this license on written notice to the LICENSEE whenever it desires in good faith to do so.
- (b) This License Agreement is specifically conditioned upon the representation by the LICENSEE that such LICENSEE, trainers and trainees shall be familiar with and comply with the Town of Ramapo Police Range Facility Policy (GO-105) and as said policy may from time to time be amended. A copy of GO-105 is attached hereto and made a part hereof.

#### 3. CONSIDERATION

(a) The LICENSEE, in consideration for this license, shall agree to provide the TOWN with insurance, pursuant to Paragraph 5 of this License Agreement, naming the TOWN as an additional insured, and shall indemnify and hold the TOWN harmless by reason of any claim against all suits or liability regardless of origin or nature arising out of LICENSEE'S use of the Town of Ramapo Police Range Facility. With respect to the insurance for which the TOWN is designated as an additional insured, the certificate must also indicate that the insurance is primary to the TOWN.

(b) Although there is no fee charged for the use of the Ramapo Police Range Facility in 2025, the TOWN will be adding improvements to the facility in order to comply with Federal and State requirements. The TOWN anticipates charging a fee commencing in 2026.

#### 4. COMPLIANCE WITH LAW

LICENSEE agrees to comply with all Federal, State and Local Laws and regulations and orders of the TOWN affecting the licensed premises in regard to all matters.

#### 5. INSURANCE

The LICENSEE shall not use the Ramapo Police Range Facility under this license until it has obtained all insurance required under this paragraph and such insurance has been approved by the TOWN.

- (a) Compensation Insurance The LICENSEE shall take out and maintain during the life of this contract Workers' Compensation Insurance for its employees who use and/or are at the subject premises.
- (b) General Liability and Property Damage Insurance The LICENSEE shall take out and maintain during the life of this contract such general liability and property damage insurance as shall protect it from claims for damages for personal injury including accidental death and from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows:
  - General Liability Insurance in a General Aggregate amount not less than \$5,000,000 and not less than \$5,000,000 on account of any one occurrence.
- (c) INTENTIONALLY OMITTED.
- Defense of Action or Suits Neither the TOWN nor any of its officers or agents (d) shall in any manner be answerable or responsible for any loss or damages that may occur to the premises pursuant to the rights and obligations of the LICENSEE hereunder, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed upon the ground, during the LICENSEE'S use of the premises. Neither the TOWN nor any of its officers or agents shall be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the LICENSEE or otherwise, or for damages to any property, whether belonging to the employees and/or agents of the LICENSEE or otherwise, or for damages to any property, whether belonging to the contractor or others, occurring during or resulting from the LICENSEE'S use of the premises. The LICENSEE shall properly guard against all injuries and damages. The LICENSEE shall indemnify and save harmless the TOWN, its officers and employees, and agents

against all such injuries, damages and compensation arising or resulting from causes other than the TOWN'S negligence. The LICENSEE shall, throughout the term hereunder and any use of the premises, that may occur at any time after the termination of this agreement, maintain General Liability Insurance in the amounts hereinbefore stated for the protection of the LICENSEE and the TOWN, and shall furnish duplicates of the policies to the TOWN, stamped by the insurer "Premium Paid." These policies shall be written by an insurance company or companies approved by the TOWN.

(e) The LICENSEE shall furnish the TOWN with satisfactory proof of coverage of the insurance required.

Each policy and certificate shall have endorsed thereon:

"No cancellation of or change in the policy shall become effective until after 10 days' notice by Certified Mail to the TOWN Attorney, TOWN OF RAMAPO, TOWN Hall, 237 Route 59, Suffern, New York 10901."

- (f) If, at any time, any of the said policies shall be or become unsatisfactory to the TOWN as the form or substance, or if a Company issuing any such polices shall become unsatisfactory to the TOWN, and notification is given to LICENSEE in writing of same, LICENSEE shall promptly obtain a new policy, submit the same to the TOWN for approval, and submit a certificate thereof as hereinabove provided, Upon failure of LICENSEE to furnish, deliver and maintain such insurance as above provided, this license may, if such policy or policies are not secured within fifteen (15) days after written notice is given LICENSEE, at the election of the TOWN, be forthwith declared suspended, discontinued or terminated and any and all payments made by LICENSEE on account of this license shall thereupon be retained by the TOWN as liquidated damages. Failure of LICENSEE to purchase and/or maintain any required insurance shall not relieve LICENSEE from any liability under the license, nor shall the insurance requirements be construed to conflict with the obligations of LICENSEE concerning indemnification. All required insurance must remain in effect during the life of the license and any use of the premises after the expiration of the license. This paragraph shall survive the expiration of the term herein.
- (g) The total amount of insurance coverage set forth in paragraph 25(a) herein may be increased by the TOWN during the term of this License or any extension term hereof if reasonably deemed in the best interest of the TOWN.

#### 6. HOLD HARMLESS

The LICENSEE, in addition to any public liability insurance obtained under this Contract, agrees to save, indemnify and hold harmless the TOWN and all of its agents, officers, servants and employees, including any consultant of the TOWN, by reason of any claim against all suits or liability regardless of origin or nature arising out of the use of the facility by the LICENSEE, including all laborers, employees, agents, servants, and

officers of the LICENSEE, whether by violation or statute, law, ordinance, regulation, order or decree or common law liability and whether or not a negligent act or omission is claimed and the LICENSEE agrees to pay the TOWN for defending such suit, all costs, expenses and reasonable attorney's fees incurred therein, or at the option of the TOWN, shall, at the LICENSEE'S own expense, defend any and all such actions.

#### 7. LIABILITY TO THE TOWN

The TOWN shall not be liable for any damage to persons or properties at the Town of Ramapo Police Range Facility. The LICENSEE agrees that all personal property upon the demised premises shall be at the risk of the LICENSEE and that the TOWN shall not be liable for any damage thereto or loss or theft thereof.

#### 8. MISCELLANEOUS PROVISIONS

- (a) LICENSEE agrees to abide by all reasonable rules and regulations that the TOWN may, from time to time, make or adopt.
- (b) The failure of the TOWN to insist upon the strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the LICENSEE may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, or covenants herein contained.
- (c) If any term, covenant or condition of this license, or the application thereof to any person or circumstance shall to any extent be invalid or enforceable, the remainder of this license shall not be affected thereby and each remaining term, covenant and condition of this license shall be valid and remain in full force and effect.

#### 9. MODIFICATION

This instrument contains all of the agreement and conditions made between the parties and may not be modified orally or in any other manner other than by an agreement in writing signed by all of the parties or their respective successors in interest.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their corporate officers and have caused their corporate seals to be affixed hereto.

DATE: 2/13/2024

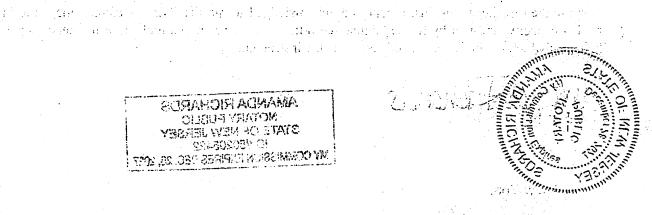
**BOROUGH OF ALLENDALE** 

Print Name & Title

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D.	
By: MICHAEL B. SPECHT	
SUPERVISOR	

Notary Public in and for said State, personally appeared Michael B. Specht, personally known to m or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity		
On the 13 th day of February in the year 2025, before me, the undersigned a Notary Public in and for said State, personally appeared Amy Wilczynski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose nam is subscribed to the within instrument and acknowledged to me that (s)he executed the same i his/her capacity, and that by his/her signature on the instrument, the individual, or the person upo behalf of which the individual acted, executed the instrument.  AMANDA RICHARDS NOTARY PUBLIC STATE OF NEW JERSEY ID #50205422 MY COMMISSION EXPIRES DEC. 28, 2027  State of New York  State of New York  On the day of in the year 2025, before me, the undersigned, Notary Public in and for said State, personally appeared Michael B. Specht, personally known to mor proved to me on the basis of satisfactory evidence to be the individual whose name is subscribe to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of whice	State of $\sqrt{J}$	
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## Town of Ramapo Police Department GENERAL ORDER

General Order No. 105

Issuance Date: May 26, 2005

**Subject: Police Range Facility Policy** 

Effective Date: June 1, 2005

Cross Reference: GO 111

Accreditation Ref:

**Distribution: All Members** 

**Rescinded Date:** 

Issuing Authority: Chief Peter Brower

ſ	Reevaluation			Amended			ļ

#### 105.1 Purpose

It is the purpose of this order to provide guidelines for the use of the Town of Ramapo Police Range Facility.

#### 105.2 Policy

The Town of Ramapo Police Department maintains a facility used for the purpose of training officers in firearms knowledge and proficiency. It is the policy of the Department that there shall be formal control over the use of the Police Range Facility.

#### 105.3 Definitions

- A. Police Range Facility: The area located at the end of Bailer Road in the Town of Ramapo known as the "Range" and used for firearms training.
- B. Licensee: Any Department or Agency who has a valid Contract and Agreement executed and filed with the Town of Ramapo to use the Ramapo Police Range Facility.
- C. Range Manager: That person designated by the Chief of Police responsible for overseeing all aspects of the Ramapo Police Range Facility.
- D. Firearms Instructor: Any police officer who has completed a Federal Bureau of Investigation or New York State Firearms Instructor's Course, holds a valid certificate of completion, and has been assigned this duty by the Chief of Police.
- E. Senior Firearms Instructor: The Firearms Instructor charged with overseeing the Ramapo Police Range Facility in the absence of the Range Manager.
- F. Range Officer: Any police officer designated by the Range Manager to assist and work under the direction of a Firearms Instructor.

GO 105, Page 1 of 6

#### 105.4 Procedures

- A. The Town of Ramapo Police Department may utilize the Ramapo Police Range Facility for any training or activity deemed safe and suitable.
  - 1. The Range Manager shall be consulted prior to authorization of range use so as not to cause safety issues or conflicts with scheduled training.
    - (a) In the absence of the Range Manager, a Firearms Instructor shall be consulted with.
  - 2. When firearms instruction is being conducted, there should be at least one Firearms Instructor or Range Officer present for every three trainees.
    - (a) This ratio may be altered by the Range Manager or Senior Firearms Instructor after carefully considering the experience level of trainers and trainees, and any other conditions which may affect the safe operation of the Ramapo Police Range.
- B. Designated parking shall be on the stone covered area within the gates of the Ramapo Police Range Facility. Vehicles are to be parked in plain view so that anyone entering the Police Range Facility can clearly see the vehicles and know that the Range is in use.
- C. Upon arrival, that person in command of the Range, shall assure that the Police Range is checked for safety hazards, damage, or any required maintenance to the Range or Equipment. If necessary, it shall be reported to the Range Manager or Senior Firearms Instructor. Officers are to use care in and around the Range Facility and Storage Trailer to avoid contact with animals which may find their way inside, including rattlesnakes.
- D. When the Range is active, the sign at the entrance gate shall be flipped to indicate that the Police Range is in use. It shall be flipped back upon completion.
- E. Rubbish shall be placed in proper receptacles.
- F. Additional procedures for Off-Duty Police Range Facility use.
  - After obtaining permission from the Range Manager, individual officers may use the Ramapo Police Range for practice, at their own risk, and will not be considered on duty.
  - When more than one officer is using the Ramapo Police Range, a Firearms Instructor or Range Officer should be present. The Range Manager will make a determination based upon the individual officer's knowledge and experience.
  - The Range Manager may authorize an officer to be accompanied by a nondepartment member for safety purposes on an individual basis.
     GO 105, Page 2 of 6

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- Prior to entering the Police Range and upon completion of its use, Desk Sergeant or on duty squad supervisor shall be notified.
  - If the range is already in use, the supervisor shall advise the officer of its active condition for safety purposes.
  - b. The supervisor shall assure that the Shift OIC is notified.
- Officers utilizing the Police Range shall have a means of communicating with ECC Personnel such as a portable police radio or a working cellular telephone. The cellular phone number shall be provided to the ECC.

#### G. Safety.

- 1. Prior to any Firearms Training Session, a Safety Lecture shall be given, including but not limited to the following points:
  - a. All firearms are to be always considered loaded;
  - Firearms are to be holstered and secured at all times unless actively involved in a course of fire and have been given a command to unholster and/or fire by a Firearms Instructor or Range Officer;
  - Unless in use during training, all rifles and shotguns will be kept with the action open and the safety on;
  - d. Firearms will never be pointed at or in the direction of a person;
  - e. Firearms will never be pointed at anything you are not willing to damage or destroy;
  - f. Finger is to remain off the trigger until a decision has been made to shoot;
  - Shooters are to be aware of any hazards in the shooting environment and beyond prior to initiating any shots;
  - While on the line and involved in a training exercise, talking should be kept to a minimum so as not to interfere with range operations;
  - Anyone who sees, or simply believes that a safety hazard exists, shall immediately yell the word, "ABORT" loud enough for everyone to hear;
  - j. Upon hearing an "ABORT", everyone on the range shall immediately cease all shooting activity, safely holster and secure any handguns in their possession, and remain in their present position if not in danger. If rifles or shotguns are in use, the safety shall be applied, and the muzzle positioned vertically, above the head of the tallest person present at the range. They will then await further instructions from a Firearms Instructor or Range Officer;
  - k. Shooters shall not move from their line positions until instructed to do so by a Firearms Instructor or Range Officer;

- Shooters are not to bend over to pick up anything while on the line, including weapon magazines, until the line has been declared safe by a Firearms Instructor or Range Officer;
- m. Whenever shooting is taking place, all personnel on the range must wear ear protection, safety glasses, and a baseball style cap with a brim that covers the top of their safety glasses.

#### 2. Distance Shooting

- Shooting at distances of greater than 75 yards shall only be conducted on Range #1 (also known as the "Main Range" consisting of the turning-target system).
- The Police Range Facility gate shall be closed and locked to exclude all unauthorized personnel from the Range Facility.
- One officer shall be posted as an observer to announce a cease fire or abort if anyone should enter the Range Facility.
- d. Extended shooting points shall remain within the width of Range #1. No shooting points shall originate to the left of target point #1, or to the right of target point #25. The purpose of this is to prohibit firing at angles across the range from a position that may not be clearly visible or expected.

#### H. Qualification with Off Duty Firearms.

- Non-probationary Active members of the Ramapo Police Department may be certified to carry off duty firearms other than their service weapon by successfully completing a qualification course approved by the Range Manager.
- Off duty weapon qualification courses shall be for firearms of .32 caliber or greater, and officers shall provide the Range Manager or Senior Firearms Instructor with the make, model, serial number, and caliber of the firearm used during the qualification course.
- 3. Retired members shall be permitted to complete a qualification course for off-duty weapons and upon successful completion, will be provided with a letter from the Range Manager or Senior Firearms Instructor indicating the date that they successfully completed the qualification course. The letter shall include make, model, serial number, and caliber of the firearm used for the qualification course. Their decision to possess a firearm shall be guided by any applicable laws or statutes. Records shall be maintained by the Range Manager.

#### 105.5 Lines of Authority

When firearms are in use or to be used at the Ramapo Police Range Facility, the following personnel are in command of the Range:

- A. The Range Manager, followed by;
- B. the Senior Firearms Instructor, followed by;
- C. the highest ranking Firearms Instructor, followed by;
- D. the highest ranking officer present, followed by;
- E. the highest ranking Range Officer, followed by;
- F. the most senior officer.

#### 105.6 Use of Ramapo Police Range by Outside Agencies

- A. Any outside agency wishing to utilize the Ramapo Police Range Facility, shall request such use in writing to the Chief of Police, and if approved, will be referred to the Ramapo Town Attorney's Office for contract.
- B. Licensees in contract with the Town of Ramapo may use the Ramapo Police Range Facility for <u>Departmental Firearms Training ONLY</u>.
- C. The contract is designed to accommodate the Licensee when no other Range Facility is available for their training. If another location is available to the Licensee, then the Ramapo Police Range Facility shall not be used. Other training, not directly related to firearms, shall be conducted off premises.
- D. Training must be performed under the <u>direct supervision</u> of a Firearms Instructor.
  - Officers may remain at the Ramapo Police Range during a meal period provided that a Firearms Instructor is <u>actually present</u> at the facility.
- E. Only officers actually involved in the training activity and their supervisors, may be present at the Ramapo Police Range Facility.
- F. Under no circumstances shall anyone not covered under the Licensec's Agreement and/or Contract be present at the Range Facility.

- G. Licensees, Trainers, and Trainees shall be familiar with and comply with all provisions of this policy. Failure to comply with this policy will result in the immediate withdrawal of the Agreement and Contract.
  - If for any reason any part of this policy is in question or violation, the Licensec is subject to the direction of the Ramapo Police Officer in Charge (OIC), Range Manager, or Senior Firearms Instructor.
- H. Licensee's or their agent(s) shall provide a copy of the signed contract and schedule all training with the Ramapo Police Range Manager prior to the commencement of any training.
  - The Range Manager should ensure that the Licensee's request does not conflict with any other Range Facility use.
  - The Range Manager shall assure that the working squad OIC is notified of the date, time, and length of training scheduled.
- Licensee shall designate <u>one</u> Firearms Instructor as being their Officer in Charge prior to any training.
  - 1. Licensee's OIC shall be responsible to assure compliance with this policy.
  - Licensee's OIC shall notify the Ramapo Police Desk Sergeant on arrival and departure from the Range Facility.
- J. <u>Under No Circumstances</u> shall any agency conduct any activity at the Ramapo Police Range Facility until the Agreement has been executed and filed with the Town of Ramapo Attorney's Office.
- K. Licensee is not authorized to create or possess copies of the Ramapo Police Range Facility access keys without authorization from the Chief of Police or his/her designee.
  - The Range Manager shall maintain records of agencies and individuals authorized to possess access keys to the Police Range Facility and has the authority to revoke those privileges at any time.
- L. Before Rifles are fired, Licensee shall assure that the "C-Shaped" target supports on the Action Target System are removed from the affected target positions. This is to avoid damage to the "C-arm" which is not designed to withstand rifle fire.



Town Board 237 Rt 59 Suffern, NY 10901

#### SCHEDULED

## Approval of Agreement: Police Firing Range (2025)

WHEREAS, the Town had previously entered into agreements with various municipalities for use of the Police Firing Range at the former Town landfill, and

WHEREAS, all of the agreements will expire on December 31, 2024,

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Ramapo that it hereby agrees to enter into agreements for use of the *POLICE FIRING RANGE* for the year 2025 with the following agencies:

- 1. County of Rockland Sheriff's Department
- 2. Town of Haverstraw
- 3. Town of Orangetown
- 4. Village of Piermont
- 5. Village of Spring Valley
- 6. Town of Stony Point
- 7. Village of Suffern
- 8. United States Marshals Service
- 9. Borough of Paramus
- 10. Borough of Ramsey
- 11. New York State Police
- 12. Borough of Allendale, and
- 13. Borough of Tenafly

BE IT FURTHER RESOLVED that said agreements are subject to the following terms:

- 1. Compliance with Police Department General Order Number 105
- 2. Name the Town as an additional insured
- 3. Hold the Town harmless with respect to the use of the Police Firing Range, and

**BE IT FURTHER RESOLVED** that the Supervisor is hereby authorized to execute agreements with the above municipalities in a form approved by the Town Attorney's Office.

DATE: 02/13/2025

**RESOLUTION# 25-78** 

Council	Motion	Second	Yes	No	Abstain	Absent	
Yaccarino			/				
O'Toole	/		~				□Carried
Homan		1	~				□Defeated
Lovisolo			<b>/</b> .				□Tabled
Daloisio			<b>\</b>				☑Approved on Consent
O'Connell							Agenda
Mayor Wilczynski							

#### APPROVAL OF BUDGET TRANSFERS

WHEREAS, Budget Transfers are permitted during the last two months of the current year and the first three months of the following year;

NOW THEREFORE, BE IT RESOLVED, BY THE Mayor & Council of the Borough of Allendale that the following transfers be made between the following 2024 Budget Reserve Appropriations:

DEPARTMENT	ACCOUNT	FROM	TO
CURRENT FUND			
Snow Removal - OE	4-01-26-292-020	19,000	
Streets and Road - OE	4-01-26-290-020		15,000
Crestwood - OE	4-01-28-371-020		4,000
			26
Total Transfers		19,000	19,000

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 13, 2025.

DATE: 02/13/2025

RESOLUTION# 25-79

Council	Motion	Second	Yes	No	Abstain	Absent	
Yaccarino	,		<b>V</b>			75 7 17	
O'Toole	_		/				□Carried
Homan		<b>✓</b>	/				□Defeated
Lovisolo			<b>V</b>				□Tabled
Daloisio			<b>/</b>				☑Approved on
O'Connell						/	Consent Agenda
Mayor Wilczynski							

### AUTHORIZING EMERGENCY TEMPORARY BUDGET APPROPRIATIONS

WHEREAS, an emergent condition has arisen with respect to certain budget appropriations and no adequate provision has been made in the 2025 Temporary Budget, and N.J.S.A. 40A: 4-20 provides for the creation of emergency temporary appropriations for said purpose; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that in accordance with the provisions of N.J.S.A. 40A: 4-20;

1. An emergency temporary appropriation be and the same is hereby made in the total amount of:

Current Fund	
Tax Collection - OE	2,000
Sewer - OE	2,000
Volunteer Fire - OE	10,000
Public Defender – OE	600
Land Use Board - OE	2,000
Contingent	7,600
Total Current Fund Appropriations	\$24,200

- 2. That said emergency temporary appropriation will be provided in the 2024 budget;
- 3. That one certified copy of this resolution be filed with 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 13, 2025.

DATE: 02/13/2025

RESOLUTION# 25-80

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

### APPROVE CHANGE ORDER NUMBER ONE KONSTRUCT ENGINEERING- CRESTWOOD PARK CONCESSION STAND

WHEREAS, the Contractor, Konstruct Engineering, has requested that certain changes are needed for the Crestwood Park Concession Stand; and

WHEREAS, a net increase of \$40,461.02 will result from change to Ice Maker Model, add hand sink, add water fountain, add 13 F-04, add 3 F-04E, add 4 F-05, owner supplied fryer credit, NG to LP fryer conversion kit; 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 Change Order Number One resulting in an increase of \$40,461.02, a 5.06% increase in the original contracted amount, be approved for the Crestwood Park Concession Stand, resulting in a new contract amount of \$840,360.02.

BE IT FURTHER RESOLVED that Change Order Number One in the increased amount of \$40,461.02 be approved for Konstruct Engineering, 75 Stagg Street, Brooklyn, New York 11206.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>February 13, 2025</u>.



### Change Order

PROJECT: (Name and address)
Crestood Park Concession
300 W. Crescent Ave
Allendale, NJ 07401

OWNER: (Name and address)
Borough of Allendale
500 W. Crescent Ave
Allendale, NJ 07401

CONTRACT INFORMATION:

Contract For: General Construction

Date: 12/19/2024

ARCHITECT: (Name and address)

KONSTRUCT 75 Stagg Street Brooklyn, NY 11206 CHANGE ORDER INFORMATION:

Change Order Number: 001 Date:

CONTRACTOR: (Name and address)

AB Contracting, LLC 10 W. Thomas Street Wharton, NJ 07885

#### THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

#### PCO 1 & PCO 2

The original Contract Sum was\$ 799,899.00The net change by previously authorized Change Orders\$ 0.00The Contract Sum prior to this Change Order was\$ 799,899.00The Contract Sum will be increased by this Change Order in the amount of\$ 40,461.02The new Contract Sum including this Change Order will be\$ 840,360.02

The Contract Time will be increased by Zero (0) days. The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

#### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

AB Contracting, LLC	Borough of Allendale
CONTRACTOR (Firm name)	OWNER (Firm name)
Katie Fernandez	
SIGNATURE	SIGNATURE
Katie Fernandez, Project Manager	Amy Wilczynski, Mayor
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE
	CONTRACTOR (Firm name)  Katic Fernandez  SIGNATURE  Katie Fernandez, Project Manager  PRINTED NAME AND TITLE

CHANGE ORDER		OWNER A/E CONTRACTOR FIELD OTHER	1 PDF ~ ~ ~ ~ ~
PROJECT: Crestwood Park - Concession	CHANGE ORI DATE:	DER NUMBER: 1 01.24.25	
To Owner: Borough of Allendale			
The Contract is changed as follows:			
RFI 1 response from Architect reflected change to Ice Mak	er Model from schedule shown on	A-401 - Upcharge	
The original Contract Sum was  Net change by previously authorized Change orders		\$	799,899.00
Net Change by pending Change Orders		\$	<del></del> -
The Contract Sum prior to this Change order was		\$	799,899.00
The Contract Sum will be increased by this Change Order is	n the amount of	\$ \$ \$ \$	1,168.74
The new Contract Sum including this Change order will be		\$	801,067.74
The contract time will be increased by this change order			
KONstruct Engineering		AB Contracting, LLC.	
Architect/Engineer	Owner	Contractor	· · · · · · · · · · · · · · · · · · ·
75 Stagg Street		10 West Thomas St., W	harton, NJ 07885
Address Brooklyn, NY 11206	Address	Address	
BY: Ramin Mahmoudian Ramin Mahmoudian	BY:	BY: Andrew J. Bizub	- Managing Member
DATE 01.29.2025	DATE .	DATE	01.24.25

CHANGE				1 PDF		
ORDER			~			
				~		
				~		
				OTHER		~
PROJECT: Cres	stwood Park - Concession		CHANGE ORDE DATE:	R NUMBER:	2 01.29.2025	
To Owner: Bor	ough of Allendale					
The Contract is chan	ged as follows:					
	dated 1/21/2025 and sink vater fountain					
A-103_Addendum 5						
Add 1:						
Add 3	F-04E					
Add 4	F-05					
Owner supplied fryer						
NG to LP fryer conv	rersion kit					
The original Contract						\$ 799,899.00
	ously authorized Change orders				_	\$
Net Change by pendi					_	\$ 1,168.74
	tior to this Change order was ill be increased by this Change Ord	laa !a abaa aaa aaa a 6			_	\$ 801,067.74
	in be increased by this Change Ord im including this Change order will				-	\$ 39,292.28 \$ 840,360.02
The new Contract Su	an including this Change order win	i UC			_	\$ 640,300.02
The contract time wil	ll be increased by this change order	•				
KONstruct En	gineering				AB Contracting, L	LC.
Architect/Engineer 75 Stagg Stre	et	Owner			Contractor 10 West Thomas S	St., Wharton, NJ 07885
Address Brooklyn, NY	11206	Address			Address	
					(\w	

BY:

DATE

BY: Ramin Mahmoudian Ramin Mahmoudian

DATE 01.29.2025

BY: Andrew J. Bizub - Managing Member

01.29.25

DATE

DATE: 02/13/2025

RESOLUTION# 25-81

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

#### RESOLUTION AUTHORIZING THE DISPOSAL OF TURNOUT GEAR

WHEREAS, there exists a need to remove unusable firefighter turnout gear and outdated equipment from circulation; and

WHEREAS, the Board does not have the facilities to house these obsolete items; and

WHEREAS, said items will be disposed of in the most environmentally conscience and resourceful manner; and

WHEREAS, All Allendale identifiers have been removed.

NOW, THEREFORE, BE IT RESOLVED, by the Fire Department Chief, Borough of Allendale, County of Bergen, that 11 Turnout Pants and 8 Turnout Coast are in need of discarding.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>February 13, 2025</u>.

DATE: 02/13/2025

RESOLUTION# 25-82

Council	Motion	Second	Yes	No	Abstain	Absent	
Yaccarino			/				
O'Toole	<b></b>		1				□Carried
Homan		/	/				□Defeated
Lovisolo			<b>/</b>				□Tabled
Daloisio			/			,	☑Approved on Consent
O'Connell						<b>/</b>	Agenda
Mayor							
Wilczynski							

## RESOLUTION TO ENTER INTO AN AGREEMENT WITH WEST BERGEN MENTAL HEALTHCARE FOR THE EMPLOYEE ASSISTANCE PROGRAM FOR 2025

WHEREAS, the Borough of Allendale recognizes the importance of providing mental health support services to its employees; and

WHEREAS, West Bergen Mental Healthcare has provided an Employee Assistance Program (EAP) in the past, offering confidential counseling and support services to employees of the Borough of Allendale and their families; and

WHEREAS, the Employee Assistance Program is designed to promote employee well-being, increase productivity, and assist in the resolution of personal and work-related issues; and

WHEREAS, the agreement with West Bergen Mental Healthcare for the 2025 calendar year will continue to provide these vital services to all eligible employees of the Borough of Allendale as outlined in the Agreement; and

WHEREAS, the allocated budget for the 2025 Employee Assistance Program has been reviewed and is considered sufficient to cover the costs associated with the services to be provided by West Bergen Mental Healthcare, as outlined in the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough Allendale that the Borough of Allendale hereby authorizes the execution of an agreement with West Bergen Mental Healthcare for the Employee Assistance Program for the year 2025, as presented.

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 13, 2025.



# Comes to Mind WEST BERGEN MENTAL HEALTHCARE 2025 AGREEMENT EMPLOYEE ASSISTANCE PROGRAM and MUNICIPAL ALLOCATION

**THIS AGREEMENT**, made effective as of the 1<sup>st</sup> day of January 2025 between the Borough of Allendale, located at 500 West Crescent Avenue, Allendale, New Jersey 07401 hereinafter referred to as "Municipality", and West Bergen Mental Healthcare, Inc., a non-profit corporation of the State of New Jersey, having its principal office at 120 Chestnut Street, Ridgewood, New Jersey 07450 hereinafter referred to as "West Bergen".

West Bergen provides services in accordance with its Mission and Vision Statement:

#### MISSION STATEMENT

The Mission of West Bergen Mental Healthcare is to promote psychological health and personal growth. Through comprehensive treatment and supportive services, we respond to the needs of our clients and the communities we serve.

#### VISION STATEMENT

We will distinguish ourselves as the metropolitan area's recognized Center of Excellence and leader in the treatment of mental illness and its effects. Our services and programs will support our clients across their life span and will provide them, their families and our communities with needed counseling, therapy and education.

INTRODUCTION: West Bergen Mental Healthcare is a private, nonprofit mental health outpatient service provider, serving Bergen County since 1963. West Bergen is accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF) and is a contract service provider of the NJ Division for Mental Health & Addiction Services (DMHAS) and the NJ Division of Child Behavioral Services (DCBHS). West Bergen has three service locations at 120 Chestnut Street, and 140 Chestnut Street in Ridgewood, NJ; and 1 Cherry Lane, Ramsey, NJ.

<u>PURPOSE:</u> The purpose of this Agreement is to fulfill the intent of both parties that West Bergen will provide Employee Assistance Program (EAP) services as outlined in the attached "Contract Annex" to covered employees.

CONTENTS AND COST OF THIS AGREEMENT: This agreement is for the following:

Municipal Allocation for EAP:

\$6,000.00

<u>COVERAGE</u>: A covered employee includes part and full-time employees, all volunteer emergency personnel, i.e., firefighters and emergency medical technicians, and those members of the employee's immediate family living in the household, including children up to the age of 26.

<u>SUMMARY OF EMPLOYEE ASSISTANCE PROGRAM (EAP) SERVICES</u>: In summary, these services are outlined in the attached contract annex as well as follows:

• <u>DIRECT SERVICES</u> – full evaluation and assessment for mental health, emergency services, referrals, employer liaison, employee follow-up and back-to-work conferences.

ASSISTANCE Program services are for the purpose of evaluation, assessment and referral, and to encourage and enable the initiation of mental health treatment services. The use of ongoing and/or other services at West Bergen (or at other service providers) shall be encouraged for treatment. Other services that are not covered under the Employee Assistance Program retainer shall be billed separately on an individual employee basis and according to the agency's standard fee schedule. Specifically, psychiatric evaluations are not covered under an EAP contract.

The Municipality may also use West Bergen services for consultation, liaison and training services. These would include initial program development consultation, training for employer program personnel, ongoing consultation and evaluation. These services are available free, at one presentation per quarter.

CONFIDENTIALITY AND SUPERVISORY REFERRALS: From time to time Municipal Supervisors may refer an employee to West Bergen under the program due to job related performance. The Municipal Supervisors shall obtain from the employee a signed authorization at the time of referral stating the 4 points below that may be disclosed by West Bergen to the referring supervisor. In such instances, the Employer's right to information subsequent to the referral shall be limited to:

- Confirmation that the employee is attending the program.
- Confirmation that the employee is utilizing the program.
- Written confirmation, should any method of treatment require an alteration in the employee's work schedule.
- Results of positive drug/alcohol tests.

<u>CONFIDENTIALITY AND EMPLOYEE SELF-REFERRAL</u>: From time to time an employee or member of his/her family as herein defined may elect to utilize this program independently of a referral by the municipality. In such cases, West Bergen's Standards of Confidentiality provide the service recipient total confidentiality. However, anonymous usage statistics shall be made available to the municipality on an annual basis.

<u>MODIFICATIONS</u>: Periodically, West Bergen and the Municipal Administrator will jointly review the program, the appropriateness of policies regarding referrals and the methods and details of marketing the program to employees in order to ensure adequate and optimal services.

**SERVICE LIST**: See attached list of services provided at West Bergen Mental Healthcare.

<u>COMMUNITY REPORT</u>: West Bergen may provide upon request an annual report identifying the amount of service and the number of residents from the municipality who have received service during the preceding year. The report is designed to protect the confidentiality of the residents served.

#### **COMPLIANCE WITH REGULATIONS and STANDARDS**

West Bergen shall comply with regulations and/or standards of the New Jersey Department of Human Services- Division of Mental Health Services, NJ Department of Child Behavioral Health Services, New Jersey Medicaid, national accreditation body, as well as any other federal, state or regulatory body.

**EXCLUSIVITY**: In no event may either party purchase goods or services or enter into a contract in the name or upon the credit of the other.

<u>ASSIGNMENT</u>: West Bergen reserves the right to make assignment to a subsidiary corporation only. No other assignment is permitted unless approved in writing by both parties.

<u>DURATION</u>: This Agreement shall be for a one (1) year period. This agreement may be terminated upon sixty (60) days written notice by either party. Specifically, West Bergen reserves the right to terminate such contract agreement within a determined period of time if communication between both parties reveals that an allocation will not be made by such municipality for the contracted service period.

This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

**IN WITNESS WHEREOF,** West Bergen has caused this Agreement to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed, and the municipality has hereunto affixed its hand and Seal, all as of the day and year first above written.

Borough of Allendale

Mayor/

ATTEST:

West Bergen Mental Healthcare, Inc.

Chief Executive Officer

ATTEST:

DATE: 02/13/2025

RESOLUTION# 25-83

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

OF FEBRUARY 13, 2025 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 13, 2025 in the amounts of:

Bill List Numbers	February 13, 2025	February 13, 2025		
Current Fund	\$ 1,794,512.86			
Payroll Account	172,226.90			
General Capital	11,256.60			
Animal Fund				
Grant Fund	2,780.80			
COAH/Housing Trust				
Improvement & Beautification	î.			
Unemployment Fund				
Trust Fund	7,233.29			
Water Operating				
Water Capital				
Total	\$ 1,988,010.45			

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>February 13, 2025</u>.



## THE BOROUGH OF ALLENDALE

### NEW JERSEY

500 WEST CRESCENT AVENUE, ALLENDALE, NJ 07401 WWW.ALLENDALENJ.GOV

OFFICE OF TAX COLLECTOR
OFFICE OF CHIEF FINANCIAL OFFICER

201-818-4400 EXT 205

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

Certified 2/13/25

Alison Altano

Chief Financial Officer

## **BILL LIST For FEBRUARY 13, 2025**

CURRENT FUND	\$	502,317.00
Manual Check 1/10/2025		
Northwest Bergen County Utilities Authority - Check# 15669	\$	502,317.00
PAYROLL ACCOUNT	\$	172,226.90
Borough of Allendale Payroll Fund, Bank Transfer 1/9/2025	\$	(2,012.66)
Salaries and Wages FICA	\$ \$	(1,869.12) (143.54)
Borough of Allendale Payroll Fund, Bank Transfer 1/22/2025	\$	174,239.56
Salaries and Wages FICA DCRP LIFE DISABILITY	\$ \$ \$ \$	159,945.76 11,454.37 158.07 108.90 2,572.46
TOTAL	\$	674,543.90

Bill List Numbers	February 13, 2025		
Current Fund	\$	1,794,512.86	
Payroll Account		172,226.90	
General Capital		11,256.60	
Animal Fund			
Grant Fund		2,780.80	
COAH/Housing Trust			
Improvement & Beautification			
Unemployment Fund			
Trust Fund		7,233.29	
Water Operating			
Water Capital		***************************************	
Total	\$	1,988,010.45	

DATE: 02/13/2025

RESOLUTION# 25-84

Council	Motion	Second	Yes	No	Abstain	Absent	
Yaccarino			/				
O'Toole							□Carried □Defeated □Tabled □Approved on Consent Agenda
Homan		<b>/</b>	V				
Lovisolo			~				
Daloisio			/				
O'Connell							
Mayor Wilczynski							

## AUTHORIZATION TO SOLICIT BIDS FOR THE GRANDSTAND PARKING LOT RESURFACING

BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that it hereby authorizes the Municipal Clerk to advertise and receive bids for "The Grandstand Parking Lot Resurfacing"; and

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 13, 2025.