

**Mayor and Council of the Borough of Allendale  
Combined Work and Regular Session Meeting Minutes  
August 17, 2023 – 7:30 p.m.**

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A combined Work and Regular Session Meeting of the Mayor and Council of the Borough of Allendale was held in the Municipal Building at 500 West Crescent Avenue, Allendale, New Jersey on August 17, 2023. The meeting was called to order at 7:30 pm by Mayor Wilczynski who welcomed everyone who is joining the meeting in the audience and on Zoom Webinar.

Mayor Wilczynski asked that the Municipal Clerk read the open public meetings statement: “In compliance with the Open Public Meetings Act, the notice requirements have been satisfied. The meeting dates for the year are confirmed at the Annual Meeting, are posted on the public bulletin board in the Municipal Building and on the Borough Website, published in The Record within the first 10 days of the New Year, and copies are sent to The Ridgewood News and Star-Ledger. Notice of this meeting by the August 4, 2023 Sunshine Notice was sent to The Record, The Ridgewood News and Star Ledger and has been posted on the public bulletin board in the Municipal Building and Borough website.”

**ROLL CALL:**

PRESENT: Councilmembers, Susanne Lovisolo, Ed O’Connell,  
Matthew O’Toole, Tyler Yaccarino, Joseph Daloisio and Mayor  
Amy Wilczynski

ABSENT: Councilpresident Liz Homan

ALSO PRESENT: Raymond Wiss, Borough Attorney  
Linda Louise Cervino, Municipal Clerk  
John Gil, Director of Communications

**FLAG SALUTE:** Mayor Wilczynski led the salute to the flag

**APPROVAL OF MINUTES:**

Motion by Councilman O’Connell, second by Councilwoman Lovisolo that the July 20, 2023 Combined Work and Regular Session minutes be and is hereby approved.

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

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

**PUBLIC COMMENT ON AGENDA ITEMS ONLY:**

No one from the public came forward.

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**ADMINISTRATION:**

Agenda Review:

Mayor Wilczynski reviewed the agenda which consisted of an Introduction of Ordinance 23-13 regarding turnover in the Allendale Police Department due to retirements. Recently, we hired five new officers. Our borough will effectively be promoting four sergeants at our next meeting or the meeting of September 21, 2023. This Ordinance is amended to reflect the new composition of the Allendale Police Department.

The Consent Agenda Items are routine items that we vote on in one vote. We will have another Class I SLEO that we're hiring at Northern Highlands. We have a lot of paperwork and Resolutions for our architect that we're using, Z+, for our 220 project. Resolution 23-195 for Review and Certification of Annual Report of Audit for the Fiscal Year Ending December 31, 2022 and Resolution 23-196, the approval of Corrective Action Plan – Report of Audit for Fiscal Year Ending December 31, 2022, which was very minor. We also have a Resolution to enter Bergen County Trust Fund project. It was a Bergen County Open Space Grant that we put in for our Phase III of the playground.

Council Committee Reports:

**Councilman O'Connell, Department of Public Works**, stated that everyone received Ron Kistner's budget info. He is under or right where he should be for the year. The DPW will be working on some potholes. They are working on getting the fields lined for fall sports and they will be working on getting the lake closed next month.

**Councilman Joseph Daloisio, Land Use Board**, apologized that he wasn't at July's meeting, so he will give July's report. Councilman Daloisio stated that the Land Use Committee met on July 13<sup>th</sup>. We didn't have a full committee, but we discussed a few items. Mike Vreeland, the Borough Engineer, was asked to complete a couple items he was working on which I will report that he has. We talked about some language for the code about new planting of bamboo, which I've taken on. We also discussed a few property maintenance issues that Ron Kistner and Mike Limatola were addressing.

For August, we had our meeting last week on August 10<sup>th</sup>. Mike Vreeland, our Borough Engineer did report that he completed the two items that he was working on; one of which was a design for a resident issue which is going to Ron Kistner for pricing and for contract. I was not able to complete the bamboo language. I was doing some research. I was away for a good portion of July into August so I did not complete that, but I did have some research on the best wording to put in there, so I will take care of that for next month. We also talked about some stormwater training and education, which is encouraged and really needed so we're going to send a notice out to the committee members and also the Land Use Board members to do that training.

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We did talk about the variance relief package that we put together to help our applicants and our residents when they come before the Land Use Board with applications. We had several comments from board members, which I was very appreciative of. The committee discussed it a little further and we felt that we'd be better off having a separate meeting just a couple committee members. We will finalize and complete the packet, clean it up and put it all together and get it out.

**Councilwoman Lovisolo, Finance, Human Resources and Administration**, stated last week was a busy week. I had a Fell House meeting. I had a Green Team meeting. We had the Land Use Committee meeting. We had our Admin, HR and Finance meeting. Then a separate HR meeting. I will give a bigger report come next month.

We did have a smooth completion of our 2022 audit. I want to thank Alison Altano, CFO. She's been amazing. It's always amazing when fresh eyes come in and get us looking at things more deeply. She's a complete asset. The whole Finance Department is in good standing. I just want to thank everyone in that department and everyone involved for all their help.

The Green Team, as I said, met and there's some exciting new things. I want to thank John Gil for getting us space on the borough website. Postings will be there that residents can turn to to find where they can bring their styrofoam, etcetera.

**Councilman O'Toole, Public Safety**, stated since we last met, we had a couple small meetings to discuss some police and fire department personnel items. The state police conducted a routine audit of our police department's handling of confidential data. Our police department was found to be in 100 percent compliance in established rules and guidelines. As facility repairs and upgrades occur at police headquarters, plans for alternate call dispatching are being reworked. One of the critical components of the headquarters infrastructure needs to be replaced soon and it's going to require a full power down of the building for a few hours. Chief Dillon and staff are working with mutual aid agency to ensure services to the community are not interrupted during that time. Our risk manager for the joint insurance fund, J. R. Montgomery is busy with Chief Dillon to discuss ways to minimize the department and town's legal exposure. In his report, the assigned risk manager stated, "the Allendale Police Department utilizes model policies, procedures and best business practices. Chief Dillon and the members of the police staff are focused on professionalism, officer's safety and the liability issues that challenge the law enforcement community." Councilman O'Toole stated to Police Chief, Mike Dillon, well done.

On October 19<sup>th</sup>, we will be hosting the Gary Letizia Memorial Blood Drive at the firehouse from 1 to 7 p.m. Dr. Letizia founded this in honor of his late father who was kept alive for entire year thanks to all the blood that was donated to him. Matt founded this drive as a way to pay it forward. Please come out and donate. It makes a huge difference. On a side note, Dr. Letizia has been named the EMS Medical Director of the year. Finally, I'd like to extend my thanks to everyone on the dais and in the community who reached out, visited and sent condolences when my father died last month. I'd like to thank Allendale Police Department and Chief Dillon for their assistance working with the state police during his funeral.

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**Councilman Yaccarino, Facilities, Parks and Recreation**, stated that the mayor and I have had two conferences this week just catching up on some matters. We have a lot of busy things planned for this fall. We scheduled an ASA meeting for the first Tuesday in September, so we'll get ready for the fall sports season, which the DPW, as Ed noted in his report, are getting ready. This weekend we have two events at the lake back-to-back. We have Willy Wonka on Saturday, hosted by the Allendale Volunteer Ambulance Corp and they have some fun things planned there for families to get out of the lake on Saturday night. Sunday is a fan favorite. Sunday was Sinatra. Jessie will be coming back, who is aka Frank Sinatra. We're really excited about that. And, again, as I have been noting in previous reports, we're very close to hopefully wrapping up some capital projects for this year, so we're really close to the finish line with regard to getting those projects underway.

Staff Reports:

**Linda Louise Cervino, Municipal Clerk**, stated that she had nothing to report.

**John Gil, Director of Communications** stated that he's just doing some updates to the website. Working with PD on some updates.

**Mike Dillon, Police Chief** thanked mayor and council for their continued support of the police department. Everyone is very excited to see the department's growth and progress. We have seen an increase in juvenile mischief. Just a reminder to the parents to discuss with their children respect for others and respect for property, especially borough property. Thank you to our public works for always cleaning up after these unfortunate instances. We had one again today and the DPW was fantastic.

**Ray Wiss, Borough Attorney**, stated ordinances, resolutions and some miscellaneous items working with the clerk's office on; some of which are on the agenda or have been alluded to. I had a meeting with our special counsel and our borough engineer with respect to open items on the water utility sale. We're trying to bring as many as those to closure as we can so we prepared a to-do list so we can put a little pressure on Veolia to try to bring some of that to closure. We also had a meeting of the public safety committee to talk about the issue of departmental matters and also with the chief on some of those departmental matters. A separate meeting of the water and sewer committee on the agreement that we're preparing with Saddle River to update charges with them and also have an agreement on future repairs. I think the updated agreement will be recirculated to the committee tomorrow so we may have another meeting on that one to discuss finalizing that and then getting it over to Saddle River.

Mayor's Report:

Mayor Wilczynski stated I had the opportunity to tour the Allendale Senior Living on Harreton Road in Allendale. It's been there for a while; however, it's been redone and it's lovely. It's bright and it's cheery and it's brand new. I met a lot of the residents. They were in the lobby. It was very cute welcoming me.

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They want to have a ribbon cutting and they invited the mayor and council and anybody else from the community who wants to go visit. They are also having a Barbie Day with the new Barbie theme.

I had another wedding, so congratulations Maria and Scott. We were supposed to be at Orchard Commons Park, but the weather did not cooperate so we ran to the Red Barn and everything was beautiful.

I've been working extensively on a grant. This is a grant for the community center. It's federal money and extensive is an understatement. They probably gave about nine or ten documents and I think they probably bet that most people are not going to fill it out. I got up early a couple mornings and just completed it. It's for \$750,000. I'm not going to say we have it yet until we have it, but I think we're on a good path to potentially get that money. We're already planning for Allendale Day, which is September 23, 2023, so mark your calendars.

Finally, 220, we have gone out to bid for our community center which is huge. We've been waiting to do this for quite a long time. Bid documents are due back on August 31<sup>st</sup>. If all goes well, we'll be able to pick a contractor and they are going to be starting about a month right after that. For clarification again, the 70 rental units that you see on the front of 220 are going to be the back of the building. Our community center is the front façade of the building. That's why the building looks ugly and that's why it doesn't have windows because it's the back of the building. Our community center is going to be in the front. They will literally be attached. When you go into the community center half of the community center is going to be a big space for meeting rooms that will have a divider in the middle and a kitchenette and then the other side is going to be more of a gym with a commercial center. We will have pickleball lines in it as well. It can be used for people to walk around. It can be used for volleyball.

The community center is for the entire community. There will be no offices there. The borough offices will remain here. The library will also remain here at 500 West Crescent Avenue. It's for the entire community from toddlers to little kiddie programs to our seniors. Just a reminder to everybody because I know nobody likes to see any condos or rentals in the community, but we were very, very lucky. This was a long process. We've been working on this since 2017 when we purchased the property. If we didn't purchase and take a hold of this property it would have been hundreds of units. The bids that came in were for hundreds of units. We worked really hard. This project was up and down. We almost lost it many times and we revived it because if we went out to bid again it would have been hundreds of units. If it got to the second round of fair share housing it would have been hundreds of units. We are very proud of this project and this community center going up. We absolutely need a community center. The space that we're sitting in now is the only space that we have for all of our wonderful volunteer groups. Our town in Allendale is made up of multiple groups; all nonprofits, all volunteers and we're very excited to have a space that they can all go and have their meetings in instead of in this room.

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**INTRODUCTION OF ORDINANCES 23-13:**

Motion by Councilman Daloisio that the following ordinance be introduced and passed on first reading and setting September 7, 2023, at 7:30 p.m. or as soon thereafter as the matters can be heard as the date and time and the Council Chambers of the Allendale Municipal Building as the place for a hearing on said ordinance. Second by Councilman O'Toole.

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

**ORDINANCE 23-13:** AN ORDINANCE TO AMEND, SUPPLEMENT AND REVISE CHAPTER 26, ENTITLED "ESTABLISHMENT; COMPOSITION; TABLE OF ORGANIZATION; CHIEF OF POLICE; DIRECTOR OF PUBLIC SAFETY; VACANCIES AND DUTIES" OF THE BOROUGH CODE OF THE BOROUGH OF ALLENDALE.

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

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

**(See Ordinance 23-13 attached and made a part hereof)**

**CONSENT AGENDA:**

**RES 23-188:** A Resolution for approval of 2023/2024 Contract for one Class III Special Law Enforcement Officer at Northern Highlands High School.

**RES 23-189:** A Resolution to authorize hire of one Class Three Special Law Enforcement Officer (SLEO III) – William Wright.

**RES 23-190:** A Resolution to authorize the purchase of a vehicle Allendale Police Department–2023 Ford F-150.

**RES 23-191:** A Resolution to authorize the purchase of a vehicle Allendale PD–2023 Dodge Pursuit ALW.

**RES 23-192:** A Resolution requesting permission for the Dedication by Rider for the acceptance of police donations required by the Borough of Allendale.

**RES 23-193:** A Resolution to Award Z+ Architects, LLC to provide architectural services, develop public bid set and provide construction site observation for the rehabilitation of the existing bathroom and to perform architectural services, develop public bid set and provide construction site observation for the Allendale Firehouse.

**RES 23-194:** A Resolution to authorize the cancellation of outstanding checks.

**RES 23-195:** A Resolution for Review and Certification of Annual Report of Audit for the Fiscal Year Ending December 31, 2022.

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**RES 23-196:** Approval of Corrective Action Plan – Report of Audit for Fiscal Year Ending December 31, 2022.

**RES 23-197:** Approval of August 17, 2023 List of Bills.

**RES 23-198:** A Resolution authorizing the Borough of Allendale to enter into a Bergen County Trust Fund Project Contract with the County of Bergen for the 2022 Municipal Program - Park Improvement Program of a Grant Award in the amount of \$127,995.00 – Grant Contract No. 2200340.

**RES 23-199:** Appointment of an hourly seasonal intern – Dylan Stout.

**RES 23-200:** Appointment of Borough Professionals – Amendment on Not To Exceed Amount.

Motion by Councilman O’Connell, second by Councilman Daloisio that the Consent Agenda be and is hereby approved.

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

Councilwoman Homan:	absent	Councilman O’Toole:	aye
Councilwoman Lovisolo:	aye	Councilman Yaccarino:	aye/abstain on 23-197 & 23-200
Councilman O’Connell:	aye	Councilman Daloisio	aye

For the record, Councilman Yaccarino abstained on Resolution 23-197 and Resolution 23-198 and aye to the balance.

**(See Resolutions 23-188 through 23-200  
attached and made a part hereof)**

**UNFINISHED BUSINESS:** None.

**NEW BUSINESS:** None.

**PUBLIC COMMENT ON ANY ITEM:**

**Walter Widmer, 38 Hamilton Street, Allendale,** wanted to know why Forest Road is still closed and doesn’t understand why that detour exists. Mayor Wilczynski said PSE&G had some delays in materials and possibly weather she believes. Mayor Wilczynski apologized and stated that it’s an important infrastructure improvement. It’s unfortunate, but we are all experiencing inconveniences from it. Mr. Widmer said that it’s his understanding that PSE&G is going to repave all of the roads that have been dug up. Mayor Wilczynski said part of the program is that they will be paving where they dug up.

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**Joe Del Buono, 62 Chestnut Street, Allendale,** stated that he's been a resident in Allendale since 1973. He stated that he is going to make some comments based upon his attorney who suggested the issues that he has with the area of Chestnut Street. Mr. Del Buono stated I requested and received OPRA information. I received them today. There are some things I would like someone on this council, if not all, get involved with the number of the issues that were not addressed by my request.

On 50 Chestnut Street, which is a rental, there's a wooden porch that was constructed. I requested to see whether there was a permit that was granted for this wooden porch. Wooden porches are for farm homes, farm houses, some other particular kinds of construction, but it's usually if it has been there for a number of years or they're old buildings or new constructions if they're part of a building contract. So, it still has to be approved. But there are very few wooden porches that are of that dimension on that particular property.

I asked for the permit and the answer was no records. I asked for Mr. Limatola to inspect that illegal driveway. There's a paved driveway since 1972. Mayor Wilczynski asked if Mr. Limatola is aware? Mr. Del Buono said yes. To the left is gravel, which actually spills onto the street, but it's a gravel road. So, not only do they have cars on the driveway, but now on the gravel driveway that has not been approved. In the response by Mr. Limatola, which is dated August 16, 2023, it states Anthony and I are going to go over to the property tomorrow, the 17<sup>th</sup> to check on the gravel driveway. This is not the only time that it's been brought up to people on the town council or mayor, even Barra, White and Bernstein. The point is these people knew this. How can you look at the property. They received a fine. Now a \$50 fine for the property maintenance. That was one property maintenance violation they received. How do you look at that and not see that there's an illegal driveway there. I think that someone might be able to jump on the issue of a rental that is not up to code; baseball pitching item in the backyard, toys all over the place, cars parked diagonally. It's a disaster.

Regarding the foliage on Chestnut Street. It was brought up last year. It was cut back because DPW Ron Kistner refuses to take action on providing a safe path for people that have to use the white lines that are established for pedestrians to walk safely and bike riders. They have to stay on the right of the white line. The foliage blocks it completely. The foliage is over the white line. Mr. Kistner and I were supposed to meet two or three years ago. He didn't believe the property across the railroad tracks was actually Allendale. I told him there's a well there that's an Allendale well. I told him he was brought in here because he was supposed to know certain things about town. We were supposed to have a meeting and he cancelled it. He was supposed to find out from someone in town whether it was really Allendale property or not. It's right across from the Whitney so it gives you a better understanding. If you were exiting the Whitney, you look straight across. That's Allendale. He refuses to have that done. I had requested to see if there were work orders. Did he generate DPW work orders to workers to go and do these maintenance jobs. His answer was there are no work orders. This is done on a periodic basis by the DPW. Mike Dillon said Ray Frasier was the one that trimmed the foliage. Mr. Del Buono said, but you have communicated with me.



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Road striping in Allendale from Orchard Street north to Ramsey you have at least nine crosswalks going towards Ramsey. From Orchard Street south to Waldwick you have none. And there are two bus stops on Franklin Turnpike at Chestnut Street and Franklin Turnpike. One going north, the people get off. From Waldwick north they exit on Franklin Turnpike. Going south when they're going to go into New York where Chestnut Street and Franklin Turnpike merge at that intersection, there's a bus stop there. They get on there. No crosswalk across Franklin Turnpike or at the cross section at Chestnut Street; the merging of Chestnut and Franklin Turnpike. So, I asked for the documentation for when two years ago the striping was done on Prospect Street by the ball park. In that whole area was being done at one time and I went to the person and said are you going to be doing the striping on Franklin Turnpike. They said no, it's not part of the list that we had to have done.

I also saw other DPW towns do striping in their town where safety needs to be done. It was through our efforts that on the railroad tracks on Chestnut Street, on the right and left side, at one time there were no white line and we were able to get a striping to be done to make it safe for people on the right or left side of the white stripe so they wouldn't get hit by cars. The intersection of Chestnut Street and Franklin Turnpike is an accident waiting to happen.

Mr. Del Buono stated Mayor White said there was going to be three intersections that were going to be worked on in Allendale, which included the striping. And there were going to be islands that were going to be created to make sure that if someone was caught in the middle that they could stop and allow the cars that are coming 40 miles an hour over Franklin Turnpike.


Everyone has agendas. The Whitney was approved because there were going to be two exits. There were a number of people who are on Park Avenue area in particular that made sure that it only turned out to be one exit. In fact, Park Avenue, which is a one way, there's some people who live in that area are making sure they don't even have a strip down Park Avenue, yet, Park Avenue is patrolled by the police and they have machines that are up there to tell people to be careful with their speeding. But Park Avenue doesn't even have one stripe. I'm hoping you'll help me out.

Mayor Wilczynski thanked Mr. Del Buono for his concerns.

**ADJOURNMENT:**

There being no further business to come before the Mayor and Council, on a motion by Councilman Yaccarino, with second by Councilman O'Connell, and unanimously carried, the meeting was adjourned at 8:07 p.m.

Respectfully submitted,

  
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Linda Louise Cervino, RMC  
Municipal Clerk

09/07/2023  
Date Approved

**BOROUGH OF ALLENDALE  
COUNTY OF BERGEN  
STATE OF NEW JERSEY**

**ORDINANCE #23-13**

**AN ORDINANCE TO AMEND, SUPPLEMENT AND REVISE  
CHAPTER 26, ENTITLED “ESTABLISHMENT; COMPOSITION; TABLE OF  
ORGANIZATION; CHIEF OF POLICE; DIRECTOR OF PUBLIC SAFETY; VACANCIES AND  
DUTIES” OF THE BOROUGH CODE OF THE BOROUGH OF ALLENDALE**

BE IT ORDAINED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that § 26-21(A) of Chapter 26, entitled “Establishment; composition; table of organization; Chief of Police; Director of Public Safety; vacancies and duties.”, of the Code of the Borough of Allendale be, and hereby is, amended, supplemented and revised in its entirety to read as follows:

**§ 26-21 Establishment; composition; table of organization; Chief of Police; Director of Public Safety; vacancies and duties.**

A. The Police Department of the Borough of Allendale is hereby established and shall consist of the following personnel to be appointed to these positions by the Borough Council in accordance with § 26-22: not more than one Chief of Police or one Director of Public Safety, as the case may be; up to one lieutenant and up to five sergeants, provided however, that effective April 1, 2024, no more than four persons shall be appointed to the position of sergeant; up to one detective; up to twelve patrol officers; and four Class Three Special Law Enforcement Officer (SLEO III) who are retired regular police officers and who may, from time to time, be appointed and shall serve at the pleasure of the governing body for a term not to exceed one year, which officers shall not be members of the regular police force but shall nevertheless be under the control and supervision of the Chief of Police for use solely as school security officers as detailed in N.J.S.A. 40A:14-146.10 et seq., as necessary.

- (1) Designation of the foregoing members shall not make appointment thereto at any time mandatory and vacancies therein may occur from time to time. Special policemen, marshals, police matrons, traffic officers, school traffic officers and police dispatchers authorized by the Council shall not be considered members of the Police Department within the meaning of any provision of N.J.S.A. 40A:14-118 et seq., but shall be subject to the rules of the Department.

**BOROUGH OF ALLENDALE  
COUNTY OF BERGEN  
STATE OF NEW JERSEY**

**ORDINANCE #23-13**

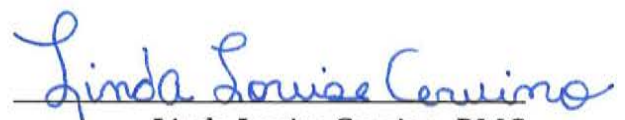
- (2) There shall be a review of the Allendale Police Department Table of Organization at least every two years by the Chief of Police or Director of Public Safety, Public Safety Committee and Municipal Attorney to ensure that it meets the needs of the Borough, its residents, businesses and visitors and is in compliance with all relevant statutes and judicial decisions. Failure to conduct such a review shall not render this section invalid.

BE IT FURTHER ORDAINED that, except as modified herein, all other provisions of Chapter 26 shall remain in full force and effect as previously adopted.

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

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I hereby certify the above to be a true copy of an Ordinance introduced by the Governing Body of the Borough of Allendale on August 17, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 08/17/2023**

**RESOLUTION# 23-188**

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

- Carried
- Defeated
- Tabled
- Approved on Consent  
Agenda

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

**WHEREAS**, the Mayor and Council of the Borough of Allendale (“Allendale”) has determined that it is in the best interests of Allendale, Northern Highlands Regional Board of Education (“Board”), and the community at large, to provide for the appointment of one (1) Class III Special Law Enforcement Officer (“SLEO”) at Northern Highlands Regional High School for the 2023/2024 school year; and

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

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


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

**NOW THEREFORE BE IT RESOLVED** by the Governing Body of the Borough of Allendale that it authorizes and approves a contract with the Northern Highlands Regional Board of Education for one (1) Class III Special Law Enforcement Officer at Northern Highlands Regional High School for the 2023/2024 school year, subject to written agreement and appointment resolution by Board regarding same as well as review by the Borough Attorney; and

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

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 17, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk

**AGREEMENT**

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

**BY AND BETWEEN**

**THE BOROUGH OF ALLENDALE**

**AND**

**NORTHERN HIGHLANDS REGIONAL HIGH SCHOOL DISTRICT**

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

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

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

**NOW, THEREFORE, IT IS AGREED** by and between the Borough and the District that the Borough, through the Allendale Police Department (the "Police Department"), shall hire, subject to the terms of this Agreement ("Agreement"), and make available one (1) SLEO III to Northern Highlands Regional High School, as specified under the following terms and conditions:

- 1) Rate of pay. The rate of pay paid by the Borough for the SLEO III shall be \$35.00 per hour. Such rate of pay shall be reimbursed by the District to the Borough, along with all other costs, as set forth in Paragraph 3 below.
- 2) Classification of SLEO III. The SLEO III shall be classified as an hourly part-time, "at will" employee of the Borough, who is not entitled to pension, health or other benefits from either the Borough or the District. Such officer shall serve at the pleasure of the Borough, and nothing herein is intended to create any contractual right to employment by a SLEO III. Nothing herein is intended to, nor shall it, create any employment relationship between the District and the SLEO III.

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

- 3) Reimbursement/Payment requirements.
- a. The District agrees to reimburse the Borough for all costs related to the Borough's hiring, training, outfitting and employment of the SLEO III, which shall include, but is not limited to the following:
    - i. Wages and associated payroll costs for the hours worked by the SLEO III;
    - ii. All costs associated with the hiring and equipping of the SLEO III including uniforms, bulletproof vests, Police Department issued equipment, training hours and any other additional costs associated with the employment, training and outfitting of the SLEO III.
    - iii. All pre-employment and post-employment medical and physiological examination costs.
    - iv. Any mandated police training courses, costs associated with attending the same, costs for in house police training mandated by the Attorney General Guidelines, costs of qualifying ammunition, and the costs of any required classes mandated by the Police Training Commission
  - b. The SLEO III assigned to Northern Highlands Regional High School will turn over time cards signed by the school designee to the Allendale Police Department for processing on a bi-monthly basis.
  - c. The Borough shall bill the District for wages and associated payroll costs set forth herein on a semiannual basis in July and January. For the School year 2023-2024, the Borough shall waive the right to any reimbursement of administrative oversight fees.
  - d. The District shall reimburse the Borough for all other allowable costs set forth herein as incurred and billed to be paid within thirty (30) days of receipt of a completed invoice from the Borough.
- 4) Vetting of officers. The vetting process for the SLEO III hired by the Borough and assigned to Northern Highlands Regional High School will be agreed upon by both the Borough and the District prior to appointment of the SLEO III. The Chief of Police shall confer with the District Superintendent during the hiring process. No special law enforcement officer shall be appointed if he/she is not deemed acceptable by the District Superintendent. The Borough will appoint special law enforcement officers sufficient to perform the duties and responsibilities permitted by and in accordance with law. The SLEO III assigned to Northern Highlands Regional High School shall be under the supervision and direction of the Chief of Police. In the event that the District Superintendent determines that the SLEO III hired by the Borough and assigned to Northern Highlands Regional High School is not performing the duties to the satisfaction of the Superintendent, or engages in misconduct, the Borough, upon written notice from the Superintendent to the Borough, agrees to institute appropriate procedures to effectuate discipline, which can include up to termination of the SLEO III for cause.


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



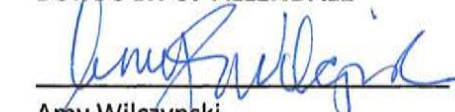
- 15) Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 16) Counterparts. This Agreement may be signed in any number of counterparts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

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

**WITNESS**

  
Linda L. Cervino  
Borough Clerk


**BOROUGH OF ALLENDALE**

  
Amy Wilczynski  
Mayor

**WITNESS**

  
Sue Anne Mather  
Business Administrator

**NORTHERN HIGHLANDS REGIONAL  
HIGH SCHOOL DISTRICT  
BOARD OF EDUCATION**

  
Dr. Scot Beckerman  
Superintendent



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

DATE: 08/17/2023

RESOLUTION# 23-189

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

Carried  Defeated  Tabled

Approved on Consent Agenda

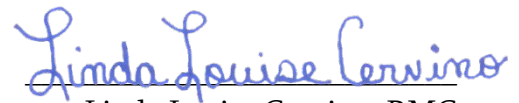
**AUTHORIZE HIRE OF ONE CLASS THREE SPECIAL LAW ENFORCEMENT  
OFFICER (SLEO III) – WILLIAM WRIGHT**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, upon recommendation of the Chief of Police and Public Safety Committee that William Wright, effective September 1, 2023 is hereby appointed as Class III Special Law Enforcement Officer (SLEO III) of the Allendale Police Department, assigned to the Northern Highlands Regional High School at the salary of \$35 per hour.

**BE IT FURTHER RESOLVED** that the Borough of Allendale is to be reimbursed by Northern Highlands Regional High School District for all costs related to the Borough's hiring, training, outfitting and employment of SLEO III William Wright in accordance with terms outlined in a written agreement approved by the Governing Body of the Borough of Allendale via Resolution #23-188 on August 17, 2023.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 17, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 08/17/2023**

**RESOLUTION# 23-190**

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

- Carried
- Defeated
- Tabled
- Approved on Consent  
Agenda

**AUTHORIZE THE PURCHASE OF A VEHICLE  
ALLENDALE POLICE DEPARTMENT – 2023 FORD F-150**

**WHEREAS**, the Allendale Police Department would like to purchase a 2023 Ford F-150 from Nielsen Ford, 170 Ridgedale Avenue, Morristown, New Jersey 07960; and

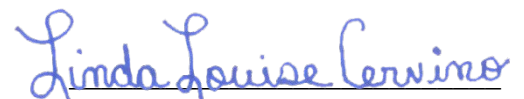
**WHEREAS**, Nielsen Ford submitted a quote in the amount of \$47,159.00;

**WHEREAS**, the Chief Financial Officer has certified that funding is available for this purchase.

**NOW THEREFORE BE IT RESOLVED** that Nielsen Ford is hereby awarded based on the lowest quote obtained, attached hereto and incorporated herein by reference.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 17, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 08/17/2023**

**RESOLUTION# 23-191**

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

- Carried
- Defeated
- Tabled
- Approved on Consent  
Agenda

**AUTHORIZE THE PURCHASE OF A VEHICLE  
ALLENDALE POLICE DEPARTMENT – 2023 DODGE PURSUIT ALW**

**WHEREAS**, the Allendale Police Department would like to purchase a 2023 Dodge Pursuit ALW from Cherry Hill Dodge, 1708 West Marlton Pike, Cherry Hill, New Jersey 08002; and

**WHEREAS**, Cherry Hill Dodge submitted a quote in the amount of \$41,455.00;

**WHEREAS**, the Chief Financial Officer has certified that funding is available for this purchase.

**NOW THEREFORE BE IT RESOLVED** that Cherry Hill Dodge is hereby awarded based on the lowest quote obtained, attached hereto and incorporated herein by reference.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 17, 2023.

*Linda Louise Cervino*  
Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 08/17/2023**

**RESOLUTION# 23-192**

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

- Carried
- Defeated
- Tabled
- Approved on Consent Agenda

**A RESOLUTION REQUESTING PERMISSION FOR THE  
DEDICATION BY RIDER FOR THE ACCEPTANCE OF POLICE DONATIONS  
REQUIRED BY THE BOROUGH OF ALLENDALE**

**WHEREAS**, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

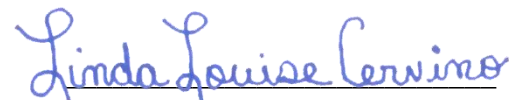
**WHEREAS**, the Borough of Allendale provides for receipt of Police Donations by the municipality to provide for the operating costs to administer this act; and

**WHEREAS**, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the Police Donations are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement.

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

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures of the Police Donations Trust Fund account - NJSA 40A:5-29; and
2. The Municipal Clerk of the Borough of Allendale, County of Bergen, State of New Jersey is hereby directed to forward two certified copies of this Resolution to the Director of the Division 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 August 17, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 08/17/2023**

**RESOLUTION# 23-193**

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

- Carried
- Defeated
- Tabled
- Approved on Consent  
Agenda

**AWARD Z+ ARCHITECTS, LLC TO PROVIDE ARCHITECTURAL SERVICES, DEVELOP PUBLIC BID SET AND PROVIDE CONSTRUCTION SITE OBSERVATION FOR THE REHABILITATION OF THE EXISTING BATHROOM AND TO PERFORM ARCHITECTURAL SERVICES, DEVELOP PUBLIC BID SET AND PROVIDE CONSTRUCTION SITE OBSERVATION FOR THE ALLENDALE FIREHOUSE**

**WHEREAS**, on January 5, 2023, the governing body of the Borough of Allendale adopted Resolution 23-04, Appointment of Borough Professional, Z+ Architects, LLC; and

**WHEREAS**, the governing body of the Borough of Allendale had retained Michael Scro of Z+ Architects, LLC of Allendale New Jersey to provide architectural services, develop public bid set and provide construction site observation for the rehabilitation of the existing bathroom and to perform architectural services, develop public bid set and provide construction site observation for the Allendale Firehouse located at 1 Erie Plaza, Allendale, New Jersey 07401; and

**WHEREAS**, it is not anticipated that the scope and cost of services will exceed Twelve Thousand Dollars (\$12,000.00) dollars; and

**WHEREAS**, Z + Architects, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to a candidate or candidate committee in the Borough of Allendale in the previous one-year, and that this contract will prohibit them from making any reportable contributions through the term of the contract; and

**WHEREAS**, the governing body of the Borough of Allendale pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer.

RESOLUTION  
BOROUGH OF ALLENDALE  
BERGEN COUNTY, NJ

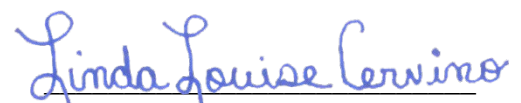
DATE: 08/17/2023

RESOLUTION# 23-193

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Allendale authorizes Michael Scro of Z+ Architects of Allendale, New Jersey to provide architectural services, develop public bid set and provide construction site observation for the rehabilitation of the existing bathroom and to perform architectural services, develop public bid set and provide construction site observation for the Allendale Firehouse located at 1 Erie Plaza, Allendale, New Jersey 07401.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 17, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 08/17/2023**

**RESOLUTION# 23-194**

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

- Carried
- Defeated
- Tabled
- Approved on Consent  
Agenda

**RESOLUTION TO AUTHORIZE THE CANCELLATION OF OUTSTANDING CHECKS**

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

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

<b>Date</b>	<b>Check No.</b>	<b>Amount</b>
01/01/21	12596	\$ 551.49
07/30/21	12780	77.89
09/10/21	12996	342.31
09/24/21	13008	77.30
09/24/21	13032	77.29
09/24/21	13034	55.80
12/31/21	13064	16.03

**WHEREAS**, the Chief Financial Officer has advised that the following outstanding checks from the following Water Operating Account are at least 6 months old:

<b>Date</b>	<b>Check No.</b>	<b>Amount</b>
02/24/22	1492	\$ 189.82

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

**DATE: 08/17/2023**

**RESOLUTION# 23-194**

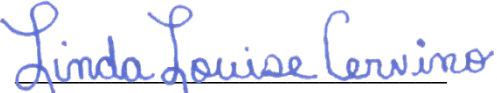
**WHEREAS**, the Chief Financial Officer has advised that the following outstanding checks from the following Current Fund Account are at least 6 months old:

<b>Date</b>	<b>Check No.</b>	<b>Amount</b>
10/14/21	10326	\$ 33.22
05/26/22	11279	1,500.00

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approves the cancellation of the checks listed above.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 17, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk



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

**DATE: 08/17/2023**

**RESOLUTION# 23-195**

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

- Carried
- Defeated
- Tabled
- Approved on Consent  
Agenda

**REVIEW AND CERTIFICATION OF ANNUAL REPORT OF AUDIT FOR THE FISCAL YEAR  
ENDING DECEMBER 31, 2022**

**WHEREAS**, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and,

**WHEREAS**, the Annual Report of Audit for the year 2022 has been filed by a Registered Municipal Accountant with the Municipal Clerk as per the requirements of N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and,

**WHEREAS**, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-334; and,

**WHEREAS**, the Local Finance Board has promulgated NJAC 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, at a minimum, the sections of the annual audit entitled "Comments and Recommendations"; and,

**WHEREAS**, the members of the governing body have personally reviewed at a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations", as evidenced by the group affidavit form of the governing body attached hereto; and,

**WHEREAS**, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to NJAC 5:30-6.5; and,

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

**DATE: 08/17/2023**

**RESOLUTION# 23-195**

**WHEREAS**, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and,

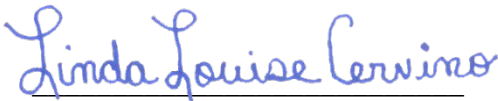
**WHEREAS**, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52 – to wit:

R.S. 52:27BB-52 – “A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.”

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Borough of Allendale, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 17, 2023.





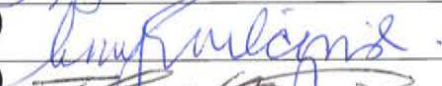
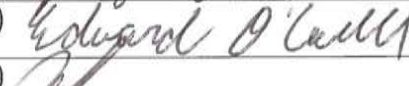




Linda Louise Cervino, RMC  
Municipal Clerk

**CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT  
GROUP AFFIDAVIT FORM  
NO PHOTO COPIES OF SIGNATURES**

STATE OF NEW JERSEY  
COUNTY OF BERGEN COUNTY

We, members of the governing body of the Borough of Allendale of, in the County of Bergen, being duly sworn according to law, upon our oath depose and say:

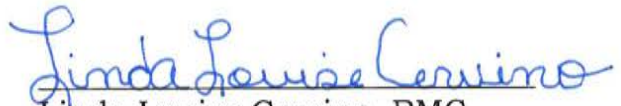
1. We are duly elected members of the Mayor and Council of the Borough of Allendale in the county of Bergen;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2022;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

(L.S.) 	(L.S.) 
(L.S.) 	(L.S.) 
(L.S.) 	(L.S.) 
(L.S.) 	(L.S.) 
(L.S.) _____	(L.S.) _____

Sworn to and subscribed before me this  
18<sup>th</sup> day of August 2023

Notary Public of New Jersey

**LINDA LOUISE CERVINO**  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires Aug. 24, 2025

  
Linda Louise Cervino, RMC  
Municipal Clerk

-----  
The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

**IMPORTANT:** This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

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

**DATE: 08/17/2023**

**RESOLUTION# 23-196**

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

- Carried
- Defeated
- Tabled
- Approved on Consent  
Agenda

**APPROVAL OF CORRECTIVE ACTION PLAN –  
REPORT OF AUDIT FOR FISCAL YEAR ENDING DECEMBER 31, 2022**

**WHEREAS**, the Division of Local Government Services requires the Chief Financial Officer to file a “Corrective Action Plan” outlining the actions to be taken relative to the findings and recommendations in the annual audit report; and

**WHEREAS**, the “Corrective Action Plan” shall be prepared by the Chief Financial Officer with the assistance of the departments affected by the audit finding and recommendations, and

**WHEREAS**, the Governing Body is required by resolution, to approve said “Corrective Action Plan” and shall be placed on file and made available for public inspection in the Office of the Municipal Clerk.

**NOW, THEREFORE BE IT RESOLVED** that the Governing Body of the Borough of Allendale hereby approves the “Corrective Action Plan” for the fiscal year 2022 Audit Report submitted by the Chief Financial Officer.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 17, 2023.

*Linda Louise Cervino*

Linda Louise Cervino, RMC  
Municipal Clerk

BOROUGH OF ALLENDALE, NJ

CORRECTIVE ACTION PLAN REPORT

2022 AUDIT – YEAR ENDED DECEMBER 31, 2022

Finding/Condition No. 1

Audit indicated that escrow that escrow balances remain outstanding on inactive accounts related to projects which have been completed.

Recommendation

Escrow balances be reviewed and inactive balances for completed projects be refunded or cancelled, as applicable.

Explanation and  
Corrective Action

Various active escrow accounts are significantly old and were not closed out properly. Review of old accounts has begun in order to refund or cancel balances. In the future, all escrow accounts will be reviewed on a monthly basis to ensure monies are handled in a timely manner.

Implementation Date

May 11, 2023

Finding/Condition No. 2

Audit indicated that monies collected and deposited by the Board of Health were not remitted to the Treasurer and have therefore not been reflected on the financial records of the Borough.

Recommendation

Monies collected by the Board of Health be remitted to the Treasurer and be reflected on the Borough's financial records accordingly.

Explanation and  
Corrective Action

Board of Health receipts were being deposited into a separate bank account and not accounted for in the Borough's financial records. Monthly reconciliations and turn overs were not being made. All monies will be deposited directly into the Current Fund bank account upon receipt.

Implementation Date

July 19, 2023

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

DATE: 08/17/2023

RESOLUTION# 23-197

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

Carried  Defeated  Tabled

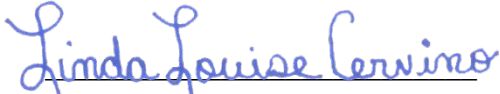
Approved on Consent Agenda

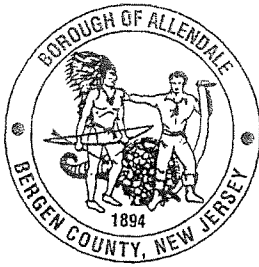
**APPROVAL OF AUGUST 17, 2023 LIST OF BILLS**

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approves the Bill List dated August 17, 2023 in the amounts of:

Bill List Numbers	AUGUST 17, 2023
Current Fund	\$ 3,148,755.36
Payroll Account	450,495.67
General Capital	92,907.14
Animal Fund	156.60
Grant Fund	
COAH/Housing Trust	
Improvement & Beautification	1,900.00
Unemployment Fund	
Trust Fund	16,159.56
Water Operating	3,248.00
Water Capital	
<b>Total</b>	
	<b>\$ 3,713,622.33</b>

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 17, 2023.

  
 Linda Louise Cervino, RMC  
 Municipal Clerk



# THE BOROUGH OF ALLENDALE

N E W J E R S E Y

500 WEST CRESCENT AVENUE, ALLENDALE, NJ 07401

WWW.ALLENDALENJ.GOV

OFFICE OF TAX COLLECTOR  
OFFICE OF CHIEF FINANCIAL OFFICER

201-818-4400 EXT 205

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

Certified August 17, 2023

Alison Altano  
Alison Altano  
Chief Financial Officer

# BILL LIST For AUGUST 17, 2023

<b>CURRENT ACCOUNT</b>	<b>\$</b>	<b>5,869.00</b>
<hr/>		
<b>Manual Check 7/21/23</b>	<b>\$</b>	<b>5,869.00</b>
SAVATREE - Check# 13183	\$	5,869.00
<b>PAYROLL ACCOUNT</b>	<b>\$</b>	<b>450,495.67</b>
<hr/>		
<b>Borough of Allendale Payroll Fund, Bank Transfer 7/28/2023</b>	<b>\$</b>	<b>233,553.39</b>
Salaries and Wages	\$	214,753.05
FICA	\$	15,813.68
DCRP	\$	9.72
LIFE	\$	118.20
DISABILITY	\$	2,858.74
<b>Borough of Allendale Payroll Fund, Bank Transfer 8/9/2023</b>	<b>\$</b>	<b>216,942.28</b>
Salaries and Wages	\$	201,911.68
FICA	\$	15,030.60
<b>TOTAL</b>	<b>\$</b>	<b>456,364.67</b>



P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N  
 Format: Condensed Held: Y Aprv: N Rcvd: Y  
 Range: 2-First to 3-Last Bid: Y State: Y Other: Y Exempt: Y  
 Rcvd Batch Id Range: First to Last Include Non-Budgeted: Y  
 Vendors: All  
 Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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Department: FIRE OFFICIAL

2-01-25-265-023	Printing & Stationery					
N0251	NATALE MACHINE & TOOL CO INC	22-02059	Streamlight Battery	45.00	0.00	
2-01-25-265-058	Equipment Purchases					
F0171	FIRE-END & CROKER CORPORATION	22-02075	EQUIPMENT	1,083.48	0.00	
Department Total: FIRE OFFICIAL				1,128.48		
CAFR Total:				1,128.48		
Fund Total:				1,128.48		
Year Total:				1,128.48		

Department: ADMINISTRATION

3-01-20-100-022	Postage					
U0019	UNITED STATES POSTAL SERVICE	23-01269	REPLENISH POSTAGE METER	1,000.00	0.00	
3-01-20-100-036	Supplies					
A0385	AMAZON CAPITAL SERVICES	23-01024	supplies	14.58	0.00	
S0075	STAPLES ADVANTAGE	23-01056	Toner & Supplies	143.95	0.00	
S0075	STAPLES ADVANTAGE	23-01078	supplies	37.23	0.00	
A0385	AMAZON CAPITAL SERVICES	23-01160	Supplies	121.07	0.00	
S0075	STAPLES ADVANTAGE	23-01161	office supplies	119.23	0.00	
A0385	AMAZON CAPITAL SERVICES	23-01164	Paper Cups	76.40	0.00	
A0385	AMAZON CAPITAL SERVICES	23-01210	ENVELOPES-220 BID SUPPLIES	9.99	0.00	
A0385	AMAZON CAPITAL SERVICES	23-01255	Shredder Lubricant Sheets	19.98	0.00	
				<u>542.43</u>		
3-01-20-100-042	Dues/Memberships/Subscriptions					
00061	OPTIMUM	23-01260	CABLE CRESTWOOD 7/23-8/22	78.65	0.00	
3-01-20-100-058	Equipment Purchases					
L0188	LEAF CAPITAL FUNDING LLC	23-01231	BORO HALL COPIER LEASE	135.30	0.00	
3-01-20-100-063	Miscellaneous					
B0349	BRUNO ASSOCIATES, INC.	23-01217	GRANT WRITING SVCS JULY 2023	2,250.00	0.00	
D0018	STATE OF NEW JERSEY	23-01245	LIQUOR LICENSE RENEWAL 2023-24	18.00	0.00	
B0349	BRUNO ASSOCIATES, INC.	23-01262	GRANT WRITING AUG 2023	2,250.00	0.00	
				<u>4,518.00</u>		
Department Total: ADMINISTRATION				6,274.38		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MAYOR & COUNCIL						
3-01-20-110-043	Training/Education					
N0020	NJ STATE LEAGUE OF MUNICIPALIT	23-01208	2023 NJML ANNUAL CONFERENCE	540.00	0.00	
N0010	NJ CONFERENCE OF MAYORS	23-01250	NETWORKING EVENT & LUNCHEON	65.00	0.00	
				<u>605.00</u>		
3-01-20-110-063	Miscellaneous					
W0151	WILCZYNSKI, AMY	23-01222	COUNCIL REIMBURSEMENTS	1,078.61	0.00	
Department Total: MAYOR & COUNCIL				1,683.61		
Department: MUNICIPAL CLERK						
3-01-20-120-036	Supplies					
S0075	STAPLES ADVANTAGE	23-01078	supplies	62.88	0.00	
S0075	STAPLES ADVANTAGE	23-01161	office supplies	84.30	0.00	
				<u>147.18</u>		
3-01-20-120-042	Dues/Subscriptions/Membership					
M0031	MUNICIPAL CLERKS ASSOC. OF NJ	23-01252	MCANJ MEMBERSHIP 2023-2024	100.00	0.00	
3-01-20-120-064	Elections					
D0046	JOHN S. HOGAN	23-01156	2023 PRIMARY ELECTION	6,199.53	0.00	
Department Total: MUNICIPAL CLERK				6,446.71		
Department: FINANCE						
3-01-20-130-022	Postage					
U0019	UNITED STATES POSTAL SERVICE	23-01269	REPLENISH POSTAGE METER	500.00	0.00	
3-01-20-130-023	Printing & Stationery					
A0385	AMAZON CAPITAL SERVICES	23-01241	CFO Business Cards	22.87	0.00	
3-01-20-130-036	Supplies					
S0075	STAPLES ADVANTAGE	23-01161	office supplies	73.40	0.00	
3-01-20-130-042	Dues/Subscriptions/Membership					
S0160	STATE TREASURER/CERTIF UNIT	23-01237	CFO License Alison Altano	50.00	0.00	
3-01-20-130-044	Training					
H1083	HARD ROCK HOTEL & CASINO	23-01209	NJLM Conference 2023	196.00	0.00	
3-01-20-130-098	Payroll Charges					
I0092	INFINISOURCE, INC.	23-01223	BI-WEEKLY PAYROLL 7/28/23	535.75	0.00	
I0092	INFINISOURCE, INC.	23-01256	BI-WEEKLY PAYROLL 8.11.23	555.70	0.00	
				<u>1,091.45</u>		
Department Total: FINANCE				1,933.72		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TAX COLLECTION						
3-01-20-145-022 U0019	Postage UNITED STATES POSTAL SERVICE	23-01269	REPLENISH POSTAGE METER	2,000.00	0.00	
Department Total: TAX COLLECTION				2,000.00		
Department: TAX ASSESSMENT						
3-01-20-150-109 A0361	Re-assessment ASSOCIATED APPRAISAL GROUP INC	23-01225	Reassessment 2024 - Invoice 7	3,200.00	0.00	
Department Total: TAX ASSESSMENT				3,200.00		
Department: LEGAL SERVICES						
3-01-20-155-063 N0020 H1074	Miscellaneous NJ STATE LEAGUE OF MUNICIPALIT HUNTINGTON BAILEY LLP	23-01208 23-01229	2023 NJML ANNUAL CONFERENCE TAX APPEAL ATTY MAY-JUNE 2023	60.00 <u>3,646.70</u> 3,706.70	0.00 0.00	
3-01-20-155-181 W0170	Labor Attorney WISS & BOUREGY, P.C.	23-01243	PROFESSIONAL SVCS JULY 2023	412.50	0.00	
3-01-20-155-184 W0170	Borough Attorney WISS & BOUREGY, P.C.	23-01258	3rd Qtr Annual Retainer	18,750.00	0.00	
Department Total: LEGAL SERVICES				22,869.20		
Department: ENGINEERING						
3-01-20-165-027 V0087	Professional Services VAN CLEEF ENGINEERING ASSOC	23-01157	ENGINEERING INVCS JUNE 2023	7,290.00	0.00	
Department Total: ENGINEERING				7,290.00		
CAFR Total:				51,697.62		
Department: LAND USE BOARD						
3-01-21-180-022 U0019	Postage UNITED STATES POSTAL SERVICE	23-01269	REPLENISH POSTAGE METER	500.00	0.00	
3-01-21-180-027 V0087	Professional Services VAN CLEEF ENGINEERING ASSOC	23-01157	ENGINEERING INVCS JUNE 2023	278.00	0.00	
3-01-21-180-044 N0033	Training/Education NEW JERSEY PLANNING OFFICIALS	23-01228	MEMBER TRAINING - Gregg Butler	25.00	0.00	
3-01-21-180-183 B0320	Land Use Board Attorney BOTTA ANGELI, LLC	23-01230	LAND USE BD ATTY JUNE 2023	250.00	0.00	
Department Total: LAND USE BOARD				1,053.00		
CAFR Total:				1,053.00		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: CONSTRUCTION CODE/BUILDING DEPT.						
3-01-22-195-063 S0075	Miscellaneous STAPLES ADVANTAGE	23-01078	supplies	27.60	0.00	
Department Total: CONSTRUCTION CODE/BUILDING DEPT.				27.60		
CAFR Total:				27.60		
Department: INSURANCE - OTHER						
3-01-23-210-063 S0302	Miscellaneous STATE OF NEW JERSEY	23-01244	CATASTROPHIC ILLNESS YE 2022	277.50	0.00	
3-01-23-210-225 E0124	Fire and Ambulance Accident EIFERT FRENCH & COMPANY INC	23-01227	Volunteer Accident Policy	475.00	0.00	
Department Total: INSURANCE - OTHER				752.50		
Department: GROUP INSURANCE						
3-01-23-220-227 B0369	Health Benefits BOROUGH OF ALLENDALE - SHBP	23-01248	HEALTH BILLS AUGUST 2023	100,481.25	0.00	
3-01-23-220-228 D0188	Dental DELTA DENTAL OF NEW JERSEY INC	23-01266	DENTAL BILLS SEPT 2023	3,493.42	0.00	
3-01-23-220-231 S0229	Health Benefits - Reimbursements SHANLEY, BARBARA	23-01138	HEALTH COVERAGE JUNE 2023	475.82	0.00	
Department Total: GROUP INSURANCE				104,450.49		
CAFR Total:				105,202.99		
Department: POLICE						
3-01-25-240-014 E0135	Overtime EMERSON POLICE DEPARTMENT	23-01154	POLICE DETAIL 7/4/23	750.00	0.00	
H0062	BOROUGH OF HILLSDALE	23-01219	POLICE DETAIL 7/4/23	1,021.97	0.00	
N0260	NEW MILFORD POLICE DEPT	23-01257	Police Detail 7/4/23	786.80	0.00	
				<u>2,558.77</u>		
3-01-25-240-023 G0002	Printing & Stationery GALLS, LLC	23-01109	Uniform Pins-Cancer Awareness	64.70	0.00	
3-01-25-240-043 G0002	Clothing GALLS, LLC	23-01185	Acct. #5473171	291.88	0.00	
G0002	GALLS, LLC	23-01186	Acct. #5473171	310.83	0.00	
A0385	AMAZON CAPITAL SERVICES	23-01194	CLOTHING ALLOWANCE HILLGARDNER	137.97	0.00	
				<u>740.68</u>		
3-01-25-240-044 N0020	Education/Training NJ STATE LEAGUE OF MUNICIPALIT	23-01208	2023 NJML ANNUAL CONFERENCE	60.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
<b>3-01-25-240-052 Equipment Maintenance</b>						
M0241	MUNICIPAL CAPITAL CORPORATION	23-01172	copier lease payment	215.00	0.00	
A0230	ATLANTIC BUSINESS PRODUCTS	23-01184	contract charge 4/1/23-6/30/23	335.19	0.00	
F0215	454 MECHANICAL LLC	23-01198	Prev Maint on HVAC @ PD HQ	3,087.33	0.00	
				<u>3,637.52</u>		
<b>3-01-25-240-058 Equipment Purchases</b>						
A0252	ALL TRAFFIC SOLUTIONS	23-01125	Macintyre Speed Sign #1	1,007.93	0.00	
A0385	AMAZON CAPITAL SERVICES	23-01174	Supplies for Police Dept	88.67	0.00	
A0211	A. T. EMBLEM COMPANY, LLC	23-01190	Badges for New Sergeants	1,192.00	0.00	
A0385	AMAZON CAPITAL SERVICES	23-01197	Locks for West Crescent Gates	32.43	0.00	
				<u>2,321.03</u>		
<b>3-01-25-240-061 Information Technology</b>						
C0271	COBAN COMPUTER SOLUTIONS, LLC	23-01170	IT Devices	243.00	0.00	
<b>3-01-25-240-102 Vehicle Repairs</b>						
C0267	CITY WIDE TOWING	23-01173	Tow Car 204 - Mech Breakdown	125.00	0.00	
B0250	BERGEN TIRE OF MAHWAH	23-01188	NEW TIRE - UNIT 210	182.97	0.00	
				<u>307.97</u>		
<b>3-01-25-240-103 Communication Components</b>						
E0117	ESS INC	23-01193	SERVICE AGREEMENT 7/1-7/31/23	1,045.00	0.00	
<b>3-01-25-240-120 Police Accreditation</b>						
S0425	STATE TOXICOLOGY LABORATORY	23-01183	Applicant and Random drug test	135.00	0.00	
	Department Total: POLICE			11,113.67		
Department: EMERGENCY MGMT SERVICES						
<b>3-01-25-252-058 Equipment</b>						
A0340	A T & T MOBILITY	23-01187	OEM Internet Device July 2023	38.24	0.00	
	Department Total: EMERGENCY MGMT SERVICES			38.24		
Department: CERT						
<b>3-01-25-257-063 Miscellaneous</b>						
A0357	ALLENDALE CERT, INC.	23-01162	Annual Appropriation - 2023	500.00	0.00	
	Department Total: CERT			500.00		
	CAFR Total:			11,651.91		
Department: GARBAGE & TRASH REMOVAL						
<b>3-01-26-305-029 Scavenger</b>						
S0266	SUBURBAN DISPOSAL INC	23-01206	Trash/Recycling Serv June 2023	24,416.67	0.00	
<b>3-01-26-305-085 Disposal Fees</b>						
S0266	SUBURBAN DISPOSAL INC	23-01206	Trash/Recycling Serv June 2023	14,377.56	0.00	
	Department Total: GARBAGE & TRASH REMOVAL			38,794.23		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNICIPAL RECYCLING						
3-01-26-306-029	Scavenger					
R0254	ROCKLAND COUNTY SOLID WASTE	23-01196	July 2023 Recycling Disposal	1,045.44	0.00	
S0266	SUBURBAN DISPOSAL INC	23-01206	Trash/Recycling Serv June 2023	13,000.00	0.00	
				<u>14,045.44</u>		
Department Total: MUNICIPAL RECYCLING				14,045.44		
Department: BUILDINGS & GROUNDS						
3-01-26-310-024	Building Maintenance					
S0036	STATE OF NJ TREASURER	23-01239	BORO HALL ELEVATOR INSPECTION	258.00	0.00	
3-01-26-310-029	Custodial Services					
G0176	GUY'S MAINTENANCE SERVICE	23-01204	July 2023- Cleaning Services	2,650.00	0.00	
3-01-26-310-036	Supplies					
00049	OFFICE CONCEPTS GROUP, INC	23-01177	7/19/23 Office Supplies -Boro	986.89	0.00	
C0322	COMMERCIAL RECREATION	23-01203	7.10.23	463.00	0.00	
				<u>1,449.89</u>		
3-01-26-310-063	Miscellaneous					
H0018	HORIZON TERMITE & PEST	23-01205	June 2023 Monthly Pest Control	138.01	0.00	
00047	ONE CALL CONCEPTS	23-01221	MARK OUTS JULY 2023	132.99	0.00	
P0252	PROSHRED SECURITY	23-01246	CONFIDENTIAL SHREDDING 7/25/23	75.00	0.00	
				<u>346.00</u>		
Department Total: BUILDINGS & GROUNDS				4,703.89		
CAFR Total:				57,543.56		
Department: BOARD OF HEALTH						
3-01-27-330-027	Professionals					
N0244	NW BERGEN REGIONAL HEALTH COMM	23-01215	REGISTRAR SVCS SEPTEMBER 2023	612.00	0.00	
Department Total: BOARD OF HEALTH				612.00		
Department: ANIMAL CONTROL						
3-01-27-340-029	Animal Control					
C0383	COPPOLA, JAMES	23-01178	7/14/23 Nest Removal-Crestwood	375.00	0.00	
T0153	TYCO ANIMAL CONTROL SERVICES	23-01213	ANIMAL CONTROL SVCS JULY 2023	860.00	0.00	
				<u>1,235.00</u>		
Department Total: ANIMAL CONTROL				1,235.00		
CAFR Total:				1,847.00		
Department: PARKS						
3-01-28-370-036	Supplies					
C0245	CEDAR HILL NURSERY	23-01202	06/22/23 CRESTWOOD GUARD HOUSE	101.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-28-370-036 C0322	Supplies COMMERCIAL RECREATION	23-01203	Continued 7.10.23	<u>463.00</u> 564.00	0.00	
3-01-28-370-063 K0135	Miscellaneous KISTNER, RON	23-01207	Ron 2023 NWBCA BBQ Reimbrsmnt	378.82	0.00	
Department Total: PARKS				942.82		
Department: CRESTWOOD						
3-01-28-371-031 B0347	Chemical & Testing BUCKMAN'S INC.	23-01201	07/07/23 CHEMICAL & TESTING	5,396.60	0.00	
3-01-28-371-036 N0193 00049	Supplies NEOZYME INTERNATIONAL, INC OFFICE CONCEPTS GROUP, INC	23-01120 23-01177	07/10/23 Crestwood Lake 7/19/23 Office Supplies -Boro	3,680.00 <u>986.89</u> 4,666.89	0.00 0.00	
Department Total: CRESTWOOD				10,063.49		
CAFR Total:				11,006.31		
Department: ELECTRICITY						
3-01-31-430-076 R0027	EMS ROCKLAND ELECTRIC COMPANY	23-01261	CURRENT ELEC DISTR CHARGES	137.10	0.00	
3-01-31-430-077 R0027	Crestwood Lake ROCKLAND ELECTRIC COMPANY	23-01261	CURRENT ELEC DISTR CHARGES	2,362.74	0.00	
3-01-31-430-078 R0027	Buildings & Grounds ROCKLAND ELECTRIC COMPANY	23-01261	CURRENT ELEC DISTR CHARGES	8,517.36	0.00	
Department Total: ELECTRICITY				11,017.20		
Department: STREET LIGHTING						
3-01-31-435-000 R0027	STREET LIGHTING ROCKLAND ELECTRIC COMPANY	23-01261	CURRENT ELEC DISTR CHARGES	9,427.68	0.00	
Department Total: STREET LIGHTING				9,427.68		
Department: TELEPHONES						
3-01-31-440-190 N0009 N0009 A0061 T0219 A0381 V0090	Telephone VERIZON VERIZON A T & T CORP T-MOBILE USA, INC. AXIA TECHNOLOGY PARTNERS LLC VERIZON	23-01182 23-01233 23-01234 23-01235 23-01249 23-01259	911 phone service PD/FD PHONE LINES 7/16-8/15 LONG DISTANCE CHRGS 7/22/23 DPW CELL PHONE 6/21-7/20 PHONES BORO/LIBRARY 8/1-31/23 FIOS INTERNET POLICE/BORO	40.78 1,700.86 43.25 29.06 2,776.51 297.34	0.00 0.00 0.00 0.00 0.00 0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-31-440-190 M0278	Telephone METROPOLITAN TELECOMMUNICATION	23-01268	Continued LONG DISTANCE CHRGS 8/8-9/7	<u>87.77</u> 4,975.57	0.00	
Department Total: TELEPHONES				4,975.57		
Department: GAS (NATURAL)						
3-01-31-446-073 P0023	Gas Heat PUBLIC SERVICE ELEC & GAS CO.	23-01236	CURRENT GAS CHARGES	423.62	0.00	
Department Total: GAS (NATURAL)				423.62		
Department: SEWER						
3-01-31-455-162 N0028	Systems Repairs NORTHWEST BERGEN COUNTY	23-01155	3rd Qtr License Sewer Operator	1,070.00	0.00	
Department Total: SEWER				1,070.00		
Department: GASOLINE						
3-01-31-460-080 R0165	Gasoline RACHLES/MICHELE'S OIL CO.	23-01200	07-12-23 Diesel & Gas Delivery	2,539.11	0.00	
Department Total: GASOLINE				2,539.11		
CAFR Total:				29,453.18		
Department: INTERLOCAL HO-HO-KUS COURT						
3-01-42-490-099 H0013	Miscellaneous HO-HO-KUS, BOROUGH OF	23-01218	2ND QTR SHARED SVCS 2023	13,179.80	0.00	
Department Total: INTERLOCAL HO-HO-KUS COURT				13,179.80		
CAFR Total:				13,179.80		
Department: PUBLIC DEFENDER						
3-01-43-495-027 M0284	Professional Services ROBERT C METZDORF ESQ	23-01224	PUBLIC DEFENDER 7/18/23	200.00	0.00	
Department Total: PUBLIC DEFENDER				200.00		
CAFR Total:				200.00		
Department: CAPITAL IMPROVEMENT FUND						
3-01-44-900-001 B0028	CAPITAL IMPROVEMENT FUND BOROUGH OF ALLENDALE	23-01238	Annual Appropriation	476,500.00	0.00	
Department Total: CAPITAL IMPROVEMENT FUND				476,500.00		
CAFR Total:				476,500.00		



Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LOCAL SCHOOL TAX PAYABLE						
3-01-55-604-000	LOCAL SCHOOL TAX PAYABLE					
A0021	ALLEDALE BOARD OF EDUCATION	23-01214	August 2023 - GF Tax Levy	1,528,210.00	0.00	
Department Total: LOCAL SCHOOL TAX PAYABLE				1,528,210.00		
Department: REGIONAL SCHOOL TAX PAYABLE						
3-01-55-605-000	REGIONAL SCHOOL TAX PAYABLE					
N0024	NORTHERN HIGHLANDS REGIONAL HS	23-01216	August 2023 School Tax Levy	845,827.52	0.00	
Department Total: REGIONAL SCHOOL TAX PAYABLE				845,827.52		
Department: BUDGET OPERATIONS						
3-01-55-619-000	BUDGET OPERATIONS					
B0051	BERGEN COUNTY TREASURER	23-01242	2023 PILOT PAYMENT	8,357.39	0.00	
Department Total: BUDGET OPERATIONS				8,357.39		
CAFR Total:				2,382,394.91		
Fund Total:				3,141,757.88		
3-04-55-900-019	RESERVE FOR COMMUNITY CENTER					
Z0011	Z+ ARCHITECTS LLC	23-01165	ARCHITECT SERVICES	31,305.00	0.00	
C0525	CFT CONSULTING LLC	23-01240	FOR JUNE - AUG 2023 SERVICES	5,550.00	0.00	C
				<u>36,855.00</u>		
Department Total:				36,855.00		
CAFR Total:				36,855.00		
Fund Total:				36,855.00		
Year Total:				3,178,612.88		
Department: ORDINANCE 16-04						
C-04-55-925-451	Fiber Proj BH & PD/Communications Equip					
A0252	ALL TRAFFIC SOLUTIONS	23-01125	Macintyre Speed Sign #1	2,442.53	0.00	
Department Total: ORDINANCE 16-04				2,442.53		
Department: ORDINANCE 20-21 (ADDITION TO 17-02)						
C-04-55-931-101	Miscellaneous Soft Costs					
W0170	WISS & BOUREGY, P.C.	23-01243	PROFESSIONAL SVCS JULY 2023	5,012.50	0.00	
Department Total: ORDINANCE 20-21 (ADDITION TO 17-02)				5,012.50		
Department: ORDINANCE22-07						
C-04-55-933-401	Computer Server					
A0252	ALL TRAFFIC SOLUTIONS	23-01125	Macintyre Speed Sign #1	1,241.85	0.00	
Department Total: ORDINANCE22-07				1,241.85		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: ORDINANCE 23-09						
C-04-55-934-103 R0104	Section 20 Soft Costs ROGUT MC CARTHY LLC	23-01226	BOND COUNSEL SVCS JAN-JUNE 23	840.26	0.00	
C-04-55-934-203 C0542	Police Vehicles - Detective and Chief CHERRY HILL DODGE	23-01166	Admin Vehicle for Police	41,455.00	0.00	
C-04-55-934-501 Z0011	Handicap Accessible Bathroom Z+ ARCHITECTS LLC	23-01211	Allendale Firehouse Bathroom	5,060.00	0.00	
Department Total: ORDINANCE 23-09				47,355.26		
CAFR Total:				56,052.14		
Fund Total:				56,052.14		
Year Total:				56,052.14		
CAFR: DOG FUND EXPENDITURES						
Department: NON BUDGET EXPENDITURES						
D-12-55-870-001 N0167	Due to State - State Fees NEW JERSEY DEPT OF HEALTH	23-01158	DOG REPORTS JAN-JUNE 2023	151.80	0.00	
N0167	NEW JERSEY DEPT OF HEALTH	23-01247	DOG REPORT JULY 2023	4.80	0.00	
				<u>156.60</u>		
Department Total: NON BUDGET EXPENDITURES				156.60		
CAFR Total: DOG FUND EXPENDITURES				156.60		
Fund Total:				156.60		
Year Total:				156.60		
Fund: IMPROVEMENT & BEAUTIFICATION						
Department: NON BUDGET EXPENDITURES						
I-23-55-940-009 M0318	Crestwood Lake Donations ROBERT MARSANICO	23-00872	CRESTWOOD CONCERT 6/17/23	750.00	0.00	
M0323	MANNING, DANIEL J.	23-01073	CRESTWOOD CONCERT 7/22/23	500.00	0.00	
P0237	POSA, JESSE	23-01074	CRESTWOOD CONCERT 8/20/23	650.00	0.00	
				<u>1,900.00</u>		
Department Total: NON BUDGET EXPENDITURES				1,900.00		
CAFR Total:				1,900.00		
Fund Total: IMPROVEMENT & BEAUTIFICATION				1,900.00		
Year Total:				1,900.00		
Fund: TRUST FUND						
Department: NON BUDGET EXPENDITURES						
T-14-55-920-005 S0451	Police Expenditures STRYKER SALES, LLC	23-00397	LIFEPAK CR2 DEFIBRILLATOR	2,462.08	0.00	
A0252	ALL TRAFFIC SOLUTIONS	23-01125	Macintyre Speed Sign #1	859.94	0.00	
				<u>3,322.02</u>		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-14-55-920-012 A0357	CERT Expenditures ALLEDALE CERT, INC.	23-01163	TO CLOSE DONATIONS RESERVE	283.02	0.00	
T-14-55-920-013 R0244	Crestwood Cruisers Expenses RUTTER, KRISTIN	23-01220	REIMBURSE CRUISER EXPENSES	554.52	0.00	
L0192	LANG, GARRETT	23-01267	Reimburse Food for Cruisers	425.00	0.00	
				<u>979.52</u>		
T-14-55-920-014 A0397	Police Outside Duty A. MACCHIONE BROTHERS, INC.	23-01251	REFUND OF POLICE DETAIL ESCROW	5,180.00	0.00	
	Department Total: NON BUDGET EXPENDITURES			9,764.56		
	CAFR Total:			9,764.56		
	Fund Total: TRUST FUND			9,764.56		
	Year Total:			9,764.56		
Total Charged Lines: 204 Total List Amount: 3,247,614.66				Total Void Amount:	0.00	

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
	2-01	1,128.48	0.00	1,128.48	0.00	0.00	1,128.48
	3-01	3,141,757.88	0.00	3,141,757.88	0.00	0.00	3,141,757.88
	3-04	36,855.00	0.00	36,855.00	0.00	0.00	36,855.00
Year Total:		<u>3,178,612.88</u>	<u>0.00</u>	<u>3,178,612.88</u>	<u>0.00</u>	<u>0.00</u>	<u>3,178,612.88</u>
	C-04	56,052.14	0.00	56,052.14	0.00	0.00	56,052.14
	D-12	156.60	0.00	156.60	0.00	0.00	156.60
IMPROVEMENT & BEA	I-23	1,900.00	0.00	1,900.00	0.00	0.00	1,900.00
TRUST FUND	T-14	9,764.56	0.00	9,764.56	0.00	0.00	9,764.56
Total Of All Funds:		<u><u>3,247,614.66</u></u>	<u><u>0.00</u></u>	<u><u>3,247,614.66</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>3,247,614.66</u></u>

August 14, 2023  
10:11 AM

Borough of Allendale  
Bill List By Project Id

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

Open: N Paid: N Void: N  
 Rcvd: Y Held: Y Aprv: N  
 Bid: Y State: Y Other: Y Exempt: Y

Project Id	Description	Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date
118GREEN	LAND USE BOARD ESCROW						
23-01230	2 B0320 BOTTA ANGELI, LLC	LUB ATTY RE: 118 Green Way	112.50	R	08/02/23	08/10/23	
23-01232	2 B0297 BOROUGH OF ALLENDALE	Engineering Svcs June 2023	486.50	R	08/02/23	08/10/23	
	Account Total:		599.00				
1LEIGH	Engineering Escrow						
23-01232	9 B0297 BOROUGH OF ALLENDALE	Engineering Svcs June 2023	69.50	R	08/02/23	08/10/23	
	Account Total:		69.50				
20WOODLAND	SOIL MOVEMENT ESCROW						
23-01232	14 B0297 BOROUGH OF ALLENDALE	Engineering Svcs June 2023	347.50	R	08/02/23	08/10/23	
	Account Total:		347.50				
220WALLEND	SOIL MOVEMENT ESCROW						
23-01232	10 B0297 BOROUGH OF ALLENDALE	Engineering Svcs June 2023	69.50	R	08/02/23	08/10/23	
	Account Total:		69.50				
227DNYBROO	2023 - SOIL ESCROW						
23-01232	13 B0297 BOROUGH OF ALLENDALE	Engineering Svcs June 2023	208.50	R	08/02/23	08/10/23	
	Account Total:		208.50				
22MAPLES	SOIL MOVEMENT ESCROW						
23-01232	11 B0297 BOROUGH OF ALLENDALE	Engineering Svcs June 2023	278.00	R	08/02/23	08/10/23	
	Account Total:		278.00				

August 14, 2023  
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Borough of Allendale  
Bill List By Project ID

Project Id PO #	Description Item Vendor	Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Voice Date
294SCHUYL 23-01232	SOIL MOVEMENT ESCROW 6 B0297 BOROUGH OF ALLENDALE	Engineering Svcs June 2023	139.00	R	08/02/23	08/10/23	
	Account Total:		139.00				
29HARRETON 23-01232	SOIL MOVEMENT ESCROW 7 B0297 BOROUGH OF ALLENDALE	Engineering Svcs June 2023	69.50	R	08/02/23	08/10/23	
	Account Total:		69.50				
300WCRESCE 23-01232	CROWN CASTLE-CHANGE OF DEVELOP 4 B0297 BOROUGH OF ALLENDALE	Engineering Svcs June 2023	278.00	R	08/02/23	08/10/23	
	Account Total:		278.00				
33HEIGHTS 23-01232	SOIL MOVEMENT ESCROW 12 B0297 BOROUGH OF ALLENDALE	Engineering Svcs June 2023	208.50	R	08/02/23	08/10/23	
	Account Total:		208.50				
37CARTERET 23-01232	SOIL MOVEMENT - POOL HOUSE 5 B0297 BOROUGH OF ALLENDALE	Engineering Svcs June 2023	115.00	R	08/02/23	08/10/23	
	Account Total:		115.00				
41ELMWOOD 23-01230	LAND USE BOARD ESCROW 1 B0320 BOTTA ANGELI, LLC	LUB ATTORNEY RE: 41 Elmwood	50.00	R	08/02/23	08/10/23	
23-01232	1 B0297 BOROUGH OF ALLENDALE	Engineering Svcs June 2023	139.00	R	08/02/23	08/10/23	
	Account Total:		189.00				
47HEIGHTS 23-01254	NEW BUILDING 1 Q0022 QUINN, JOHN	REFUND ESCROWS 47 HEIGHTS RD	533.50	R	08/08/23	08/11/23	
	Account Total:		533.50				

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Borough of Allendale  
Bill List By Project Id

Project Id	Description		Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Voice Date
47HEIGHTS1	PERFORMANCE GUARANTY							
23-01254	2 Q0022	QUINN, JOHN	Performance Guarantee	2,704.00	R	08/08/23	08/11/23	
		Account Total:		2,704.00				
664WCRESCE	LAND USE BOARD ESCROW							
23-01230	3 B0320	BOTTA ANGELI, LLC	LUB ATTY RE: 664 W Crescent	100.00	R	08/02/23	08/10/23	
23-01232	3 B0297	BOROUGH OF ALLENDALE	Engineering Svcs June 2023	417.00	R	08/02/23	08/10/23	
		Account Total:		517.00				
6EROLD	SOIL MOVEMENT ESCROW							
23-01232	8 B0297	BOROUGH OF ALLENDALE	Engineering Svcs June 2023	69.50	R	08/02/23	08/10/23	
		Account Total:		69.50				
Total Charged Lines: 19				Total Project Amount:	6,395.00	Total Void Amount:		0.00

August 14, 2023  
10:11 AM

Borough of Allendale  
Bill List By Project Id

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Totals by Year-Fund	Fund	Project Total
Fund Description		
	3-14	6,395.00
Total of All Funds:		<u>6,395.00</u>

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**BILL LIST FOR AUGUST 17, 2023**

**WATER UTILITY ACCOUNT**

**WATER OPERATING** **3,248.00**

DeCotiis, Fitzpatrick & Cole	1,190.00
Wiss & Bouregy	1,337.50
Van Cleef Engineering	720.50

**WATER CAPITAL** -

**TOTAL** \$ 3,248.00

P.O. Type: All  
 Format: Detail without Line Item Notes  
 Range: 2-First to 3-Last  
 Rcvd Batch Id Range: First to Last  
 Vendors: All  
 Open: N Void: N Paid: N  
 Held: Y Aprv: N Rcvd: Y  
 Bid: Y State: Y Other: Y Exempt: Y  
 Include Non-Budgeted: Y

Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes

Account	Description	Item Description	Amount	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	PO Type
Department: WATER OPERATING FUND								
2-05-20-501-027	Engineering							
23-01272 1 V0087	VAN CLEEF ENGINEERING ASSOC	WATER UTILITY	139.00	R		08/14/23	08/14/23	ALN-1004.001-40
23-01272 2 V0087	VAN CLEEF ENGINEERING ASSOC	WATER SYSTEM RFP	581.50	R		08/14/23	08/14/23	ALN-1004.001-40
			<u>720.50</u>					
Department: 2-05-20-501-180 Legal								
23-01270 1 W0170	WISS & BOUREGY, P.C.	WATER UTILITY	1,337.50	R		08/14/23	08/14/23	18838
23-01271 1 D0190	DECOTTIS, FITZPATRICK, COLE	SALE OF WATER UTILITY	1,190.00	R		08/14/23	08/14/23	266428
			<u>2,527.50</u>					
Department Total: WATER OPERATING FUND								
CAFR Total:			3,248.00					
Fund Total:			3,248.00					
Year Total:			3,248.00					

Total Charged Lines: 4 Total List Amount: 3,248.00 Total Void Amount: 0.00

Totals by Year-Fund Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total
	2-05	3,248.00	0.00	3,248.00
Total of All Funds:		<u>3,248.00</u>	<u>0.00</u>	<u>3,248.00</u>

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

**DATE: 08/17/2023**

**RESOLUTION# 23-198**

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

- Carried
- Defeated
- Tabled
- Approved on Consent  
Agenda

**A RESOLUTION AUTHORIZING THE BOROUGH OF ALLENDALE TO ENTER INTO A BERGEN COUNTY TRUST FUND PROJECT CONTRACT WITH THE COUNTY OF BERGEN FOR THE 2022 MUNICIPAL PROGRAM - PARK IMPROVEMENT PROGRAM OF A GRANT AWARD IN THE AMOUNT OF \$127,995.00 - GRANT CONTRACT NO. 2200340**

**BE IT RESOLVED**, that the Mayor and Council of the Borough of Allendale, wish to enter into a Bergen County Trust Fund Project Contract (“Contract”) with the County of Bergen for the purpose of using a \$127,995.00 matching grant award from the 2022 Funding Round of the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund (“Trust Fund”) for the municipal park project entitled “Crestwood Lake: Installation of Shade Structures, Tables, Playground” located in Crestwood Lake at 300 West Crescent Avenue, Blocks 1003, 201 Lots 6, 9, 10 on the tax maps of the Borough of Allendale;

**BE IT FURTHER RESOLVED**, that the Mayor and Council hereby authorize Mayor Amy Wilczynski to be a signatory on the aforesaid contract; and,

**BE IT FURTHER RESOLVED**, that the Mayor and Council hereby acknowledge that, in general, the use of this Trust Fund grant towards this approved park project must be completed by or about December 14, 2024; and,

**BE IT FURTHER RESOLVED**, that the Mayor and Council acknowledge that the grant will be disbursed to the municipality as a reimbursement upon submittal of certified Trust Fund Payment and project completion documents and municipal vouchers, invoices, proofs of payment, and other such documents as may be required by the County in accordance with the Trust Fund’s requirements; and,

RESOLUTION  
BOROUGH OF ALLENDALE  
BERGEN COUNTY, NJ

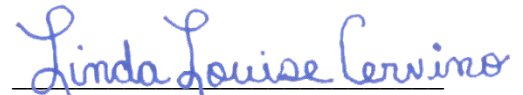
DATE: 08/17/2023

RESOLUTION# 23-198

**BE IT FURTHER RESOLVED**, that the Mayor and Council acknowledge that the grant disbursement to the municipality will be equivalent to fifty (50) percent of the eligible construction costs incurred (not to exceed total grant award) applied towards only the approved park improvements identified in the aforesaid Contract in accordance with the Trust Fund's requirements. Professional Services Costs may be reimbursed from grant award's unexpended balance, should there be a balance.

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 17, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

# COUNTY OF BERGEN

## OPEN SPACE, RECREATION, FLOODPLAIN PROTECTION, FARMLAND & HISTORIC PRESERVATION TRUST FUND

2022 MUNICIPAL PROGRAM  
PARK IMPROVEMENT PROGRAM

GRANTEE: Borough of Allendale

PROJECT: Crestwood Lake: Installation of Shade  
Structures, Tables, Playground

TERM OF CONTRACT: **December 14, 2022 – December 14, 2024**

CONTRACT NUMBER: 2200340

TRUST FUND ACCOUNT: **03-200-56-130-910**

GRANT AWARD: \$127,995.00

CONTRACT  
ADMINISTRATOR: **Division of Land Management &  
Open Space Trust Fund**

## 2022 MUNICIPAL PARK IMPROVEMENT PROGRAM

Project Name: Crestwood Lake: Installation of Shade Structures, Tables, Playground

Name of Park Project Site: Crestwood Lake

Street Address: 300 West Crescent Avenue

Block(s): 1003, 201

Lot(s): 6,9,10

Municipality: Allendale

Project Contact Person: Ron Kistner

Title: Director of Operations

Telephone: 201-870-5170

E-Mail Address: ronkistner@allendalenj.gov

Grant Award: \$ 127,995.00

Proposed Project Budget as Per Approved Trust Fund Application: \$ 150,000.00

Project Description: Improvements to Phase 2

Project Work Elements Listed Below:

- 1 Site Clearing
- 2 Installation of 6 playgrounds features
- 3 16 Shade Structures
- 4 12 Additional benches and tables
- 5 Mobilization
- 6
- 7
- 8
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This Grant Contract, made on December 14, 2022 by and between

**COUNTY OF BERGEN**, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601-7076, hereinafter referred to as the "County" and/or "Grantor"

and

The Borough of Allendale, a body politic and corporate of the State of New Jersey, with administrative offices at 500 West Crescent Avenue, Allendale, NJ 07401, hereinafter referred to hereinafter as the "Grantee"

**WITNESSETH:**

**WHEREAS**, the County established the Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund (hereinafter "Trust Fund") pursuant to Board of County Commissioners Resolution #1853, adopted on November 24, 1998, and modified in accordance with the Board of County Commissioners Resolution #1753, adopted on December 17, 2003, to assist municipalities and qualified charitable conservancies in acquiring, preserving and maintaining open space, recreation, farmland & historic preservation areas; and

**WHEREAS**, the Grantee has filed a Trust Fund Municipal Park Improvement Program application with the Bergen County Division of Land Management and Open Space (hereinafter "Division") for financial assistance with a municipal park project; and

**WHEREAS**, the Division has: (1) reviewed the Application, the Project Description, Proposed Park Improvements and the Estimated Budget; (2) found that the Approved Project conforms with the scope and intent of the Trust Fund Municipal Park Improvement Program; and

**WHEREAS**, the Trust Fund Public Advisory Committee (hereinafter "TFPAC") has recommended that the Board of County Commissioners approve a grant to assist in the funding of the Project; and

**WHEREAS**, the Board of County Commissioners have adopted a Resolution awarding a Trust Fund Municipal Park Improvement Program grant.



**NOW, THEREFORE**, in consideration of the award of funding, and in accordance with the application filed, the Grantor and the Grantee agree to perform in accordance with the terms and conditions set forth in this Contract.

1. **Approved Project** (the “Project”). The **Crestwood Lake: Installation of Shade Structures, Tables, Playground** project must be completed in accordance with the terms of this Contract, the 2022 application, the Project Description (contained herein) approved by the Division and/or as set forth in any approved Revised Project Description and/or Revised Budget.
2. **Award.** Board of County Commissioners No. 1202-22, adopted on **December 14, 2022**, (Attachment “A”) approved a Trust Fund award of **\$127,995.00 Dollars**, toward the Grantee’s proposed Project Budget as submitted in its Trust Fund Municipal Program Application and/or set forth in any approved supplemental materials.
3. **Timelines.**
  - a. Expiration of Grant. This Grant will expire on **December 14, 2024**. Request for reimbursement payment must be submitted by the Grantee to the Division thirty (30) days prior to the expiration date. Any request for an extension of this performance period must be submitted in writing to the Division. There shall be no obligation on the part of the Division and/or the Grantor to renew or extend the time period.
  - b. Close Out Documentation. At least thirty (30) days prior to the requested release of the grant reimbursement payment, the Grantee shall furnish and deliver, in the manner requested by the Division, all necessary documentation to close out the project, including but not limited to:
    - i. Municipal Park Improvement Payment Form.
    - ii. Post-Construction Engineering Certification by Municipal Engineer or Architect.
    - iii. Digital Photographs
4. **Funding.**
  - a. Application of Proceeds. Trust Fund payments shall only be used for the purposes described in the Grantee’s Application, Approved Project Description and Budget and/or as set forth in any Revised Project Description and/or Revised Budget approved by the Division; and shall not be used for any ineligible activities.
  - b. Matching Funds.
    - i. The Grantee is responsible for providing all matching funds as shown in the approved Project Budget or Revised Project Budget. Matching funds may consist of money by any person, municipality, state of New Jersey, or the federal government.

- ii. An applicant's matching share shall consist only of eligible cash raised or eligible cash expenses incurred by the applicant. No in-kind or donated services are eligible for reimbursement or match.
  - iii. It is also the Grantee's responsibility to provide all funds in excess of the Project Budget necessary for completion of the Approved Project.
  - iv. Prior to entering into a contract for the Approved Project, the grantee shall submit to the Trust Fund written evidence of matching funds in hand.
- c. Reimbursements. All awards will be paid on a reimbursable basis only. The Grantee must have the necessary financial resources available to complete the total project before entering into a construction contract. Trust Fund payments will then reimburse the Grantee for eligible project costs. Reimbursement should not be expected for a minimum of six (6) weeks after the required documentation and invoice are submitted and approved by the Division and/or the County.

All reimbursements will be made upon the furnishing of receipts and certification that the completed work has been paid for by the Grantee. Grant fund disbursement will be made on a periodic basis no more frequently than monthly.

- d. Rules and Regulations. The County's grant award is subject to the Trust Fund Municipal Park Improvement Program's Rules and Regulations, which are incorporated herein by reference.

## 5. Procedure for Payment.

- a. Requests for Reimbursement. Payments of the Trust Fund Grant Award will be transmitted to the Grantee upon submission of:
- i. A completed "Municipal Park Improvement Payment Request Form", *to be provided by the Division* for reimbursement of services rendered and received;
  - ii. Documentation and work descriptions consistent with the Approved Project.

To receive reimbursement, the Grantee must submit itemized documents, including copies of bills and invoices, and canceled checks of eligible expenditures to the Division. The documents submitted must itemize the cost of labor and materials and describe the work performed. Once the Division approves the submission, reimbursement for the eligible itemized costs will be disbursed by the County Treasurer to the Grantee.

In some cases, prior to payment, an inspection by the Division and/or County may be performed in order to ensure that the work was completed in accordance with the Application, approved Project Description, and approved Project Budget

- b. Project Payment Request Certification. The municipal Chief Financial Officer (or equivalent) *and* the municipal Administrator/Manager (or Clerk in the absence of such) shall submit a Project Payment Request Form, to be provided by the Division,

certifying that the documents submitted in support of a request for the Trust Fund reimbursement payment are an accurate representation of costs incurred in accordance with the Trust Fund Municipal Program application and corresponding Trust Fund Project Contract on file with the Division.

- c. Withholding of Funds. In the event Grantee fails to perform the services, obligations, or responsibilities provided for under this Contract, the Grant Application, and the Guidelines and/or as set forth in any Revised Project Description and/or Revised Budget approved by the Division; or in the event that the services do not attain the objectives set forth in the initial application or this Contract to the sole satisfaction of the Division, the County may withhold all, or a portion of, any payment to be made under this Contract, and in addition, may terminate this Contract. In the event of termination, the County shall have no further liability to the Grantee and in no event will the County be liable to pay for services not rendered.
- d. Unexpended Fund Balances. All unexpended fund balances not released for the Approved Project will be canceled by the County and “returned” into the Trust Fund for re-allocation in accordance with the Trust Fund Rules and Regulations. Balances may not be retained by the Grantee for any use outside of the Approved Project as stated in this Contract.

## **6. Project Schedule & Documentation.**

- a. Project Schedule. The Grantee must return an executed copy of this Trust Fund Contract to the Division within ninety (90) days of its receipt. The Grantee must complete the Project Schedule (Attachment “B”) in accordance with the suggested project completion schedule.
- b. Progress Reports. The Grantee, at the request of the Division, shall prepare a progress report and submit it to the Division within thirty (30) calendar days after the date requested. The report shall include a narrative description of the status of the Approved Project and the date on which the Approved Project will be completed. The Division may, at its discretion, make visits to the site to review the Project’s progress. At the Project’s completion, the Grantee, as a condition of final payment, must complete the “Project Payment Request Form” and submit certifications and supporting documents as required.
- c. Documentation. The Grantee shall furnish and deliver all necessary documentation within the time frame and in the manner requested by the Division and grant County personnel or any other authorized representatives’ reasonable access to all records related to the Approved Project.
  - i. Post-Construction Engineering Certification. The municipal engineer shall submit the Bergen Trust Fund Post-Construction Engineering Certification form following project completion certifying the park improvement project

has been completed substantially in accordance with the original and/or revised Trust Fund Municipal Program application and corresponding Trust Fund Project Contract on file with the Division; that the park improvements are consistent with the scope of the project as stated in the original and/or revised Trust Fund Municipal Program application and corresponding Trust Fund Project Contract; and that the construction meets all state and local codes and current engineering practices and that health, safety, durability, and economy requirements consistent with the scope and objectives of the project.

- ii. State and Federal Barrier Free Codes and the Americans with Disabilities Act. The municipal engineer shall certify that the project conforms to all applicable State and Federal Barrier Free Codes and the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) requirements.

## **7. Change in Approved Project Elements.**

- a. Grantee shall not change the Approved Project's scope of work as detailed in this Contract without approval by the Division. Said request is to be submitted in writing and in accordance with procedures as established by the Division.
- b. Modifications to the Approved Project Scope of Work shall be requested by the Grantee's Administrator/Manager/Clerk and must be approved in writing by the Division. Written requests must include a description of the change, the reason for the change, and the impacts on the project. The Division may request, as appropriate, a set of revised plans and specifications. Changes that involve a deletion or significant reduction to a scope element should include a discussion on the review and rejection of alternatives to this course of action. Significant changes may include, but not be limited to, changes in the natural environment such as the removal of trees, addition and/ or deletion of key project elements, substantial budget changes, and loss of matching funds. Any such changes are subject to review and approval by the Division and may result in the need to amend the Project Contract. All approved Project Contract Change Order Modifications shall be attached to this Project Contract.

## **8. Termination and Suspension.**

Termination. Termination is the cancellation of Trust Fund grant assistance in whole or in part, at any time prior to the date of completion.

- a. Termination for cause. Grantor may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the terms and conditions of the grant. Grantor will promptly notify the grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantee(s) or recoveries by Grantor under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.

- b. Termination for convenience. Grantor or the grantee may terminate grant project in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. For partial terminations, such termination will not affect the preservation agreement or covenant executed as a prior condition of grant assistance. An amendment to the Grant Agreement or the Project Notification (as applicable) is required for all terminations for convenience.
- c. Termination by Grantee. The Grantee may unilaterally cancel the Grantor grant at any time prior to the first payment on the grant, although Grantor must be notified in writing. Once initiated, no Trust Fund grant may be terminated by a grantee prior to satisfactory completion without the approval of Grantor. After the initial payment the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and Grantor. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

## **9. Post Project Requirements and Long – Term Obligations.**

- a. Open Space and Outdoor Recreation Purposes. The Grantee agrees to retain, protect, and use the Approved Project for outdoor recreation purposes. Outdoor recreation purpose means the use of lands for open space parkland, outdoor active and/or passive recreation use. Usage of the Approved Project area shall be consistent with the policies of the New Jersey Department of Environmental Protection and Green Acres' rules and regulations (N.J.A.C. 7:36).
- b. Charges. Any charges, fees and/or memberships in connection with public access shall comply with NJ Green Acres' rules and regulations N.J.A.C. 7:36-25.9. Public vehicular access and parking areas shall be consistent with the permitted uses.
- c. Maintenance Requirements. The Grantee shall be solely responsible for the upkeep and maintenance of the Approved Project, and shall comply with NJ Green Acres' rules and regulations N.J.A.C. 7:36-25.1. The County shall have no obligation for the upkeep or perform maintenance of the Project.
- d. Public Access. Grantee covenants to permit public access to the greatest extent possible consistent with the Project uses stated herein. The Grantee shall not post temporary or permanent signs restricting access to the Approved Project area except in accordance with N.J.A.C. 7:36-25.10. The Grantee shall not take or permit any action, or fail to take any action that would be counter to or in violation of any federal or State regulatory or program laws or rules. Usage of the Approved Project area shall be consistent with the policies of the New Jersey Department of Environmental Protection and Green Acres' rules and regulations as *funded parkland* as defined by Green Acres. The Municipality may schedule the use of the

Park to accommodate organized sports or other recreation or conservation purposes. However, the Municipality shall not schedule the use of a facility in such a way that the public is denied reasonable access to or use of the facility and the Municipality shall provide public access to another comparable facility for the period for which access to the recreation and conservation facility is scheduled. The Municipality shall not enter into exclusive use agreements or allow discriminatory scheduling of the use of the parkland based on residency or otherwise in violation of the Law Against Discrimination, N.J.S.A. 10:51 et. seq. or other applicable law. If permits are offered for the use of recreation and conservation facilities at the Property, such as golf or athletic fields, and the demand for such permits exceeds the available supply, the Municipality shall conduct a fair and equitable system to distribute the permits.

- e. Transfer of Project Improvements. This Approved Project is being improved or developed with funding from the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund Municipal Park Improvement Program for the park and outdoor recreation activities set forth herein. The Grantee agrees, in perpetuity, not to lease, sell, exchange, remove, replace, donate, or dispose of the park improvement(s) in which the funded Park Improvement Project is described and located herein except upon approval by the County of Bergen or under such conditions as the County of Bergen may establish. Notwithstanding anything to the contrary Grantee shall not sell, lease, exchange, or donate the Project as described and located herein except to the State of New Jersey, a local government unit, or qualifying tax-exempt, Grantee organization. No such conveyance shall be effective without the prior written approval of the County.
- f. Lifespan of Improvements. Projects must envision a minimum ten (10) year life span. Lifespan can be for less than ten (10) years if the Grantee can demonstrate that, due to normal wear and tear on the facility or feature and not due to abuse, neglect or vandalism, that the improvements cannot be maintained for the requisite ten (10) year life span.
- g. Inspection of Project Area. The Division may perform periodic formal and informal inspections of the project area and facilities to determine compliance with the Grantee's long-term obligations. The Grantee will be notified of any problems identified and will be asked to address them within a reasonable timeframe.

## **10. Project Administration.**

- a. Local Public Contracts Law, etc. Grantee shall award all contracts in accordance with the Local Public Contracts Law including but not limited to: N.J.S.A. 40A:11-1 et seq. seq.; N.J.A.C. 5:34-1.1 et seq.; the Pay to Play Law as set forth in N.J.S.A. 19:44A-20 et seq.; Change Orders as set forth in N.J.A.C. 5:30-11.1 et seq.; Local Finance Board Regulations as set forth in N.J.A.C. 5:30-11.1 et seq.; New Jersey's Affirmative Action Law as set forth in N.J.S.A. 10:5-31 et seq.; the Equal Employment Opportunity and Affirmative Action Rules as set forth in N.J.A.C. 17:27; Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-

2000d-4); the Employment on Public Works Law as set forth in N.J.S.A. 10:2-1 through 10:2-4; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et. seq., the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) as published in the Federal Register on July 26, 2011, and the Bergen County requirements for pedestrian facilities within public spaces and/or County Rights-of-Way, as applicable.

- b. Debarred Contractors. No contract shall be issued to any person debarred, suspended, or disqualified from State contracting.
- c. Free From Corrupt Practices. All Project contracts and subcontracts for work shall be free from bribery, graft and other corrupt practices.

#### **11. Financial Records and Auditing Requirements.**

- a. All financial records of Grantee shall conform to accounting standards promulgated by the Local Finance Board and as set forth in N.J.A.C. 5:30-5 et. seq. All financial records of the Grantee's contractors and/or subcontractors shall conform to generally accepted accounting principles.
- b. Grantee, its contractors, and subcontractors shall provide County personnel and its authorized representatives with reasonable access to all facilities and premises, and shall provide access to all records, books, documents and papers pertaining to this Contract and/or the Approved Project for audit, examination, and copying purposes. Such access shall apply during the performance of the Approved Project and for three years after the later of either final payment or audit resolution. Grantee shall cite this provision in all project related contracts.
- c. Accounting. The Grantee agrees to track all monies for this project by accounting software or, in the alternative, open a separate checking account to prevent the commingling of the grant funds with other agency/organization funds.

#### **12. Responsibilities of Grantee.** The Grantee shall be responsible for the obligations set forth in this Contract including but not limited to:

- a. Compliance with Laws. The Grantee shall comply with all applicable federal, state, and local laws and regulations in connection with the Project.
- b. Liability and Indemnification. Grantee shall hold harmless, indemnify and defend County and its members, directors, officers, employees, agents, and contractors, and their successors and assigns from and against all liabilities, penalties, costs, losses, damages, expenses or claims, including, without limitation, reasonable attorney's fees arising from or in any way connected with injury to or the death of any person or physical damage to any property resulting from any act, omission condition or other matter related to or occurring on or about the Property unless due solely to the negligence of any of the indemnified parties.

- c. Insurance. The Grantee shall be responsible for providing liability insurance on the Project and Property consistent with advice from its insurance/risk advisor.
- d. Signs. The Grantee shall be permitted to post signs that clearly identify the area and notify the public of the right to enter the Property and: (1) state solely the name and/or address of the Property and/or; (2) to advertise the permitted uses of the Property; (3) commemorate the history of the Property, its recognition under state or federal historical registers, or list its protection under this Contract or state and local environmental or game laws; (4) acknowledging that the Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund assisted in the funding of the project. No sign on the Project Property shall exceed sixteen square feet. Multiple signs shall be limited to a reasonable number, shall not damage living trees, and shall be placed in accord with applicable local regulations. Commercial advertising signs are prohibited.

### **13. Breach, Default or Violation.**

- a. Breach. In addition to, and not in limitation of, any other rights of the Grantee hereunder or at law or in equity, if the County determines that a breach, default or violation ("Violation") of this Contract has occurred or that a Violation is threatened, the County shall give written notice to Grantee of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If the Grantee fails to cure the Violation after receipt of notice thereof from the County, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the County, fails to begin curing such Violation within the time period dictated by the County, or fails to continue diligently to cure such Violation until finally cured, the County may bring an action at law or in equity in a court of competent jurisdiction:
  - i. To enjoin and/or cure such Violation,
  - ii. To seek or enforce such other legal and/or equitable relief or remedies as the County deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Contract.
- b. Remedies. If the County, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage, the County may pursue its remedies without prior notice to Grantee or without waiting for the period provided for cure to expire. The County's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Contract. Grantee agrees that the County's remedies at law for any Violation of the terms of this Contract are inadequate and that the County shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the County may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the County's rights and powers under the laws of the state of New Jersey for the protection of public health, safety and welfare.



c. Enforcements, Filings, Etc.

- i. Enforcement. Enforcement of the terms of this Contract shall be at the discretion of the Grantor and any forbearance by the Grantee to exercise its rights under this Contract in the event of any Violation by Grantee shall not be deemed or construed to be a waiver by the Grantor of such term or of any subsequent Violation or of any of the Grantor's rights under this Contract. No delay or omission by the Grantor in the exercise of any right or remedy upon any Violation by Grantee shall impair such right or remedy or be construed as waiver of such right or remedy.
- ii. Reimbursement. Grantor agrees to reimburse the Grantee for any costs incurred by the Grantee in enforcing the terms of this Contract against Grantor, and including, without limitation, the reasonable costs of suit and attorneys' fees.

**14. Notices.**

Any notice, demand, request, consent, approval or communication under this Contract shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses (or such other or additional addresses provided by notice to the other Party) or sent by reliable overnight courier or certified or registered mail, postage prepaid with return receipt requested at such addresses; provided if such, demand, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or day on which United States mail is not delivered.

To Municipality:     Attention: Municipal Administrator/Manager/Clerk  
                                  500 West Crescent Avenue  
                                  Allendale, NJ 07401

To County:             Attn: County Administrator  
                                  One Bergen County Plaza – Room 580  
                                  Hackensack, NJ 07601

With copy to:        Attn: County Counsel  
                                  Office of County Counsel – Room 580  
                                  One Bergen County Plaza  
                                  Hackensack, NJ 07601

**15. Representations.** The Grantee represents that:

- a. Authorization. All proceedings required to be taken by or on behalf of the Grantee to authorize it to make, deliver and carry out the terms of this Contract have been taken

and this Contract is the legal, valid and binding obligation of the Grantee and enforceable in accordance with its terms.

- b. Compliance with Laws. The Grantee agrees to comply with all Federal, State, County, and Municipal laws, rules, and regulations generally applicable to the activities in which the Grantee is engaged in the performance of the contract, including, but not limited to, the Local Public Contracts Law.
- c. Conflicts of Interest. No official or employee or Board member of the Grantee shall have any financial or other personal interests in any contract or subcontract involving the Approved Project.
- d. No Liens or Encumbrances. The Grantee agrees that it will not create, suffer or permit to be created, and that it will promptly remove or discharge, any liens or encumbrances against the Property arising subsequent to the date of this Contract.
- e. No Proceedings. There are no proceedings at law or in equity before any court, grand jury, administrative agency or other investigative agency, bureau or instrumentality of any kind pending or, to the best of the Grantee's knowledge, threatened, against or affecting the Grantee that (i) involve the validity or enforceability of this Contract or any other instrument or document to be delivered by the Grantee pursuant hereto, (ii) enjoin or prevent or threaten to enjoin or prevent the performance of the Grantee's obligations hereunder or (iii) relate specifically to the Property (including, without limitation, the environmental condition of the Property) or the title thereto.
- f. Retention of Records. The Grantee agrees to retain all records relevant to this Contract and State and County auditors, and any other person duly authorized by the Grantor, shall have full access to, and the right to examine, any of the said documents. Any claimed waiver of these rights or privileges must be documented in writing.

## **16. Miscellaneous.**

- a. Entire Contract. This Contract, including any Exhibits and Addenda attached hereto and/or incorporated by reference, contain the sole and entire Contract between the parties and supersedes all negotiations and prior agreements or understandings between the parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- b. Amendments. The Division and/or the Grantee may, from time to time, require changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between the Grantor and the Grantee shall be incorporated in written amendments to this Contract and signed by all parties

- c. Assignment. No Party may assign this Contract or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.
- d. Force Majeure. Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, fire, flood, earthquake, hurricane, tornado, "Acts of God," epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.
- e. General. This Contract shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, N.J.S.A. 59:1-2 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq., without regard to its conflict of law principles. All disputes arising out of this Contract shall be resolved through arbitration or the Courts of the State of New Jersey set forth herein.
- f. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach waive any succeeding breach of such provision or waive the enforcement of the provision itself.
- g. No Third Party Beneficiaries. Nothing contained herein shall be construed so as to create rights in any third party
- h. Binding Agreement. This Contract shall be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns.

**IN WITNESS WHEREOF**, the parties have executed this Contract and their corporate seals to be hereunto affixed as of the day and year first above written.

ACCEPTED AND AGREED:

Borough of Allendale  
(GRANTEE)

By: Amy Mulcay

Mayor  
Title:

Linda Louise Cervino  
(Secretary to the Board/Governmental Clerk)

8/17/2023  
Date

**ATTEST: (Affix Seal)**

COUNTERSIGNED:

County of Bergen

By: James J. Tedesco III, County Executive or  
Thomas J. Duch Esq., County Counsel/  
County Administrator

\_\_\_\_\_  
Date

## **SCHEDULE OF ATTACHMENTS**

- A. Freeholder Resolution of Final Approval
- B. Sources of Project Funding & Project Timeline
- C. Municipal Resolution Authorizing Execution of Trust Fund Project Contract



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA  
HACKENSACK, NJ 07601

Certified Copy

Resolution: 1202-22

Agenda: 12/14/2022

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Parks

Meeting Date: 12/14/2022

Purpose: Approve 2022 Open Space Trust Fund Grant Awards

Dollar Amount: \$17,945,890.00 NOT TO EXCEED

Account No.: 03-200-56-130-910 TRUST

Contract Nos.: 2200331 - 2200394

Vendor No.: Various (See Attached)

Prepared By: JGK/ka/as

Sponsored by the Body as a Whole that this Resolution be passed. The motion passed by the following vote:

Yes: 5 - Chairwoman Silna Zur, Vice Chairman Sullivan, Chairwoman Pro Tempore Voss,  
County Commissioner Amoroso, and County Commissioner Tanelli

Absent: 2 - County Commissioner Hache Sr., and County Commissioner Ortiz

I, Lara Rodriguez, Clerk, Board of County Commissioners, certify that this is a true copy of Resolution No. 1202-22, passed by the BOARD OF COUNTY COMMISSIONERS on 12/14/2022.

Attest:

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**COUNTY OF BERGEN**

ONE BERGEN COUNTY PLAZA  
HACKENSACK, NJ 07601

**Certified Copy**

**Resolution: 1202-22**

**Agenda: 12/14/2022**

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**BERGEN COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION**

WHEREAS, the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund ("Trust Fund") was established by the Board of County Commissioners; and,

WHEREAS, the Trust Fund Public Advisory Committee is charged with determining the annual list of projects to be recommended for funding and the amount of funding to be awarded for each project; and,

WHEREAS, the Trust Fund Public Advisory Committee has presented and recommended the attached projects to receive funding from the Trust Fund Program for the 2022 Funding Round; and,

WHEREAS, the County Treasurer has determined that the attached project awards in the amount of \$17,945,890.00 would be funded from the Trust Fund tax; and,

WHEREAS, the recommended project awards are for the project categories of open space acquisition, floodplain protection, historic preservation improvements, and improvements to County and municipal park facilities as per the attached schedule; and,

WHEREAS, the Trust Fund Public Advisory Committee held the required public hearing on behalf of the Board of County Commissioners on October 19th, 2022, for the aforesaid proposed funding allocations from the 2022 Trust Fund Program; and,

WHEREAS, the Board of County Commissioners, upon receiving the annual list and hearing the presentation of the Trust Fund Public Advisory Committee, reviews and approves the project list, including the associated funding.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves the project awards for the project categories of open space acquisition, floodplain protection, historic preservation improvements, and improvements to County and municipal park facilities as set forth in the attached schedule in the recommended amounts of funding to be disbursed, subject to the appropriation of adequate funding.

BE IT FURTHER RESOLVED, that the County Executive or the County Administrator be and is hereby authorized to enter into a grant agreement contract with each award recipient and any additional necessary documents, in such form to be approved by the Office of County Counsel.

**2022 TRUST FUND PROJECT GRANT FUNDING FINAL RECOMMENDATIONS**

Vendor Code	Grant Recipient	Project Name	Recommendation	Contract No. / Budget Code
<b>Open Space Acquisition Projects:</b>				
1254	Borough of East Rutherford	Richard Outwater House	\$183,750	2200331
1254	Borough of East Rutherford	731 Lois Lane	\$675,000	2200332
1511	City of Garfield	Riverwalk Expansion Phase V	\$845,600	2200333
903608	Borough of Saddle River	153 East Saddle River Rd	\$751,400	2200336
900224	Borough of Upper Saddle River	Creative Gardens Tract Acquisition	\$1,034,000	2200337
900223	Township of Washington	Park and Recreation Expansion Project	\$438,750	2200338
<b>Historic Preservation Projects:</b>				
N/A	County of Bergen	Garretson Forge & Farm	\$200,000	03-200-56-130-910-221
23585	Upper Saddle River His. Soc.	Hopper-Goetschius House	\$21,375	2200339
<b>County Park Improvement Projects:</b>				
N/A	County Parks Department	Riverside County Park Phase III	\$4,000,000	03-200-56-130-910-222
N/A	County Parks Department	Riverside Park - Comfort Station	\$1,500,000	03-200-56-130-910-223
N/A	County Parks Department	Various Parks - Comfort Stations	\$1,500,000	03-200-56-130-910-224
N/A	County Parks Department	Tesneck Creek Park Trail Network	\$1,000,000	03-200-56-130-910-225
N/A	County Parks Department	Wortendyke Barn Restoration	\$100,000	03-200-56-130-910-226
<b>Municipal Program Park Improvement Projects:</b>				
6445	Allendale	Crestwood Lake: Installation of shade structures, tables, playground	\$127,995	2200340
520	Bergenfield	Thomas Roos Park: Tennis court resurfacing and pickleball court installation	\$87,038	2200341
900238	Bogota	Oscar E. Olsen Park: Equipment refurbishment, picnic tables, outdoor grills	\$3,840	2200342
738	Carlstadt	Zimmerman Park: ADA ramp, seating, landscaping, drainage, and lighting	\$161,980	2200343
6449	Cliffside Park	Zalewski Park: Playground resurfacing, perimeter fencing and gates	\$90,000	2200344
900237	Closter	Ruckman Park: Tennis and pickleball court lighting installation	\$87,038	2200345
900606	Cresskill	Third Street Recreational Complex: Pickleball court, walkway, benches	\$75,000	2200346
900236	Demarest	Borough Hall Passive Recreation Project: Walking path, pavilion, benches	\$46,793	2200347
900235	Dumont	Veterans Memorial Park: Water feature, benches, and trash receptacles	\$87,038	2200348
1254	East Rutherford	10 Morton Street Sports Complex: Fields, ADA bleachers, playground	\$161,980	2200349
900607	Elmwood Park	Borough Park: Synthetic turf soccer fields, pavement repair, fencing	\$144,447	2200350
903613	Emerson	Hillman Field: Lighting improvements and walking path	\$85,001	2200351
900233	Englewood Cliffs	Witte Field: Playground improvements, ADA equipment, dog park, pavilion	\$124,210	2200352
1373	Fair Lawn	Eter Playground: New playground equipment and safety surfacing	\$75,000	2200353
1340	Fairview	Columbus Park: Pavilion, scoreboard, sidewalk, updated electrical circuits	\$117,585	2200354
15428	Flat Rock Brk Assoc	Jones Road Streamside Restoration: Pavilion, ADA bridge, pathways, plantings	\$247,142	2200355
1448	Fort Lee	Whitey Lang Park: Playground equipment, rubberbond elevate surfacing	\$126,658	2200356
6585	Franklin Lakes	Municipal Field Playground: Custom playground with accessible ramps	\$127,995	2200357
1511	Garfield	20th Century Field: Replace baseball fields with multi-purpose turf field	\$144,447	2200358
900232	Glen Rock	Wilde Memorial Park: Installation of outdoor fitness equipment	\$31,075	2200359
1633	Hackensack	West Railroad Park: Playground equipment and surfacing, fencing, signs	\$144,447	2200360
900608	Harrington Park	George Street Tennis Courts: Reconstruction of two remaining tennis courts	\$87,038	2200361
8381	Haworth	Haworth Swim Club: Picnic area pavers, concrete, tables, seating, and pavilion	\$50,000	2200362
1724	Hillsdale	Beechwood Park Trail: boardwalk replacement, observation platform	\$85,001	2200363
900737	Leonia	Wood Park: Resurfacing tennis courts and installation of pickleball court	\$90,000	2200364
903610	Lodi	Memorial Park: Improvements and upgrading of the track and concrete pad	\$144,447	2200365
2138	Lyndhurst	Townhall Basketball Courts: Basketball courts, striping, backboards, pickleball	\$100,000	2200366
901976	Mahwah	Continental Soldiers Park: Bocce courts, drainage infrastructure improvements	\$47,000	2200367
2248	Maywood	Maywood Pool: Concrete slab improvements, sidewalk around pool	\$144,447	2200368
900227	Midland Park	Dairy Street Recreation Complex: Dugout sunshades, concrete pads, irrigation	\$78,612	2200369
2398	Montvale	Huff Park Playground Improvements: rubberized safety surfacing playground	\$78,625	2200370
6444	Moonachie	Joseph Street Park: Tennis court asphalt, coating, striping, nets, posts	\$80,191	2200371
2584	New Milford	Prospect Park Lighting Project: Installation of lighting for basketball courts	\$87,038	2200372
2610	North Arlington	Children's Centennial Park: Bleachers, bird bath, landscaping, ground leveling	\$43,604	2200373
2638	Northvale	Veterans Park Dog Park Project: Bag dispensers, fence gate, benches, fencing	\$22,597	2200374
6446	Norwood	Kennedy Park: Replace baseball field fencing, shade trees, park benches	\$87,038	2200375
6447	Oakland	Bush Plaza Revitalization Project: Passive sitting area with installed greenery	\$127,995	2200376
900611	Old Tappan	Old Tappan Golf Course: New underground irrigation system	\$85,001	2200377
900612	Oradell	Memorial Field: Drainage improvements, lawn restoration, and safety-netting	\$85,001	2200378
903609	Palisades Park	Municipal Pool Improvements: Splash pad, spray features, and filtration	\$146,800	2200379
2749	Paramus	Gennarelli Sports-Plex: Replace playground equipment, fitness equipment	\$120,175	2200380
6448	Ramsey	Finch Park: Resurfacing of basketball courts with repaving and painting	\$127,995	2200381
3030	Ridgefield	Veteran's Memorial Park: Repave basketball & tennis courts, backboards	\$113,275	2200382
900614	River Edge	Brookside Park: ADA playground equipment, rubberized surfacing, pathway	\$144,447	2200383
3049	River Vale	Mark Lane Lighting Replacement: LED field lighting upgrades	\$85,001	2200384
3068	Rochelle Park	Carlock Field Lighting and Improvements: Field lighting and security cameras	\$144,447	2200385
3077	Rockleigh	Borough Hall Lot: Drainage improvements for walking and hiking trail safety	\$87,038	2200386
6451	Rutherford	Memorial Park: Tennis court milling and surfacing, coating system, fence	\$161,980	2200387
900615	Saddle Brook	Mayhill Street Park: Upgrade tennis and basketball courts, ADA crosswalk	\$144,447	2200388
903608	Saddle River	Rindlaub Park: Expansion and upgrade of path systems, viewing platforms	\$100,000	2200389
3525	Tesneck	Phelps Park: Replacement of wading pool with new splash pad	\$87,038	2200390



**2022 TRUST FUND PROJECT GRANT FUNDING FINAL RECOMMENDATIONS**

<b>Vendor Code</b>	<b>Grant Recipient</b>	<b>Project Name</b>	<b>Recommendation</b>	<b>Contract No. / Budget Code</b>
3484	Tenafly	Swim Club: Security cameras, raised flower beds, fencing, skate park, fountains	\$87,038	2200391
900224	Upper Saddle River	One Lake Street Park: Multi-purpose fields, tennis courts, bleachers, pathway	\$127,995	2200392
900616	Waldwick	Brookview Park: Pedestrian footbridge and primitive walking trails	\$127,995	2200393
3808	Westwood	Jake Voorhis Park: Basketball court replacement with new asphalt surface	\$70,000	2200394

**ATTACHMENT B**

**SOURCES OF PROJECT FUNDING**

Municipalities are required to provide a dollar for dollar match for any Bergen County Open Space Trust Funds that are awarded. Please specify source and amount of match:

<u>Source</u>	<u>Amount</u>
2022 Bergen County Open Space Trust Fund Grant:	<u>\$ 127,995</u>
_____ Municipal Open Space Trust Fund	\$ _____
<input checked="" type="checkbox"/> _____ Municipal Budget	<u>\$ 127,995</u>
_____ Green Acres Grant	\$ _____
_____ Green Acres Loan	\$ _____
_____ Federal Funds (CDBG)	\$ _____
_____ Donations/Contributions	\$ _____
_____ Other (specify) _____	\$ _____
<b>Total Sources of Project Funding:</b>	<b>\$ <u>255,990</u></b>

Proof of match must be provided by either an approved budget or capital ordinance.

**PROJECT SCHEDULE**

(Insert appropriate dates)

- |   |                             |
|---|-----------------------------|
| 1. Grant Approval as per Attachment A               | <u>December 14, 2022</u>    |
| 2. Complete Plans, Specifications and Bid Documents | <u>8-28-24</u>              |
| 3. Apply for/obtain Permits (if necessary)          | <u>N/A</u>                  |
| 4. Advertise for Bids/Quotes                        | <u>N/A - STATE CONTRACT</u> |
| 5. Award Construction/Purchase Contracts            | <u>4-01-24</u>              |
| 6. Begin Construction/Procurement                   | <u>7-20-24</u>              |
| 7. Complete Construction                            | <u>5/20/24</u>              |
| 8. Submit for Reimbursement Payment to the County   | <u>2/20/24</u>              |
| 9. Project Contract Closure Date                    | <u>December 14, 2024</u>    |

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

**DATE: 08/17/2023**

**RESOLUTION# 23-199**

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

- Carried
- Defeated
- Tabled
- Approved on Consent  
Agenda

**APPOINTMENT OF AN HOURLY SEASONAL INTERN – DYLAN STOUT**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that Dylan Stout be appointed as an hourly, part-time, seasonal intern effective July 5, 2023 through August 31, 2023 at a rate of \$15.00 per hour, five hours per day, three days a week.

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 17, 2023.

*Linda Louise Cervino*

Linda Louise Cervino, RMC  
Municipal Clerk

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

DATE: 08/17/2023

RESOLUTION# 23-200

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

- Carried
- Defeated
- Tabled
- Approved on Consent  
Agenda

**APPOINTMENT OF BOROUGH PROFESSIONALS –  
AMENDMENT ON NOT TO EXCEED AMOUNT**

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

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

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

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

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

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

RESOLUTION  
BOROUGH OF ALLENDALE  
BERGEN COUNTY, NJ

DATE: 08/17/2023

RESOLUTION# 23-200

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

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

BOROUGH PROFESSIONALS		Not to Exceed
Municipal Engineer	Van Cleef Engineering- Michael Vreeland	\$150,000.00
Special Counsel	DeCotiis, FitzPatrick, Cole & Giblin, LLP- Ryan Scerbo	\$40,000.00
IT Services Consultant	Coban Computers	\$90,000.00

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

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

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

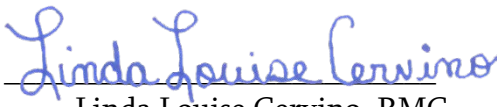
**BE IT FURTHER RESOLVED** that the compensation to be paid for the professionals named herein shall not exceed the budget appropriation for such services unless properly ordained in accordance with law; and,

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

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

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 17, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk