DATE: 10/12/2023

#### RESOLUTION# 23-222

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

#### **AUTHORIZATION OF 2023 CAPITAL BUDGET AMENDMENT**

**WHEREAS**, the local capital budget for the year 2023 was amended on the  $13^{th}$  day of April, 2023; and,

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

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

						PLANNED FU	JNDING SERV	ICES FOR		
							ENT YEAR 20			
				4				5d		
		2	3	AMOUNTS	5a	5b	5c	Grants in	5e	6
	1	PROJECT	ESTIMATED	RESERVED IN	2023 Budget	Improvement	Capital	Aid and	Debt	TO BE FUNDED
	PROJECT	NUMBER	TOTAL COST	PRIOR YEARS	Appropriations	Fund	Surplus	Other Funds	Authorized	IN FUTURE YEARS
None			s -			_			_	
TVOIRC						_			_	
	TOTAL ALL PROJECTS		\$ -		\$ -	\$ -		\$ -	\$ -	
				3 YEAR CAPITAL	PROGRAM 2023	2025				
				pated PROJECT Sc						
				4	_			5		
		2	3	ESTIMATED			FUNDING AM	OUNTS PER Y	EAR	
	1	PROJECT	ESTIMATED	COMPLETION	Budget Year					
	PROJECT	NUMBER	TOTAL COST	TIME	2023	2024	2025	2026	2027	2028
None			s -		\$ -					
rone			Ψ		Ψ					
TOTA	LS ALL PROJECTS		\$ -		\$ -					

DATE: 10/12/2023

#### RESOLUTION# 23-222

			3 YEAR CAPIT	AL PROGRAM	2023 - 2025					
		SUMMARY O	F ANTICIPATE	D FUNDING SC	URCES AND	AMOUNTS				
		_					_			
			3	4		6			,	
	2		propriations	Capital	5	Grants in			ND NOTES	1
PROJECT	Estimated	Current	Future	Improvement	Capital	Aid And	0 1	Self		
PROJECT	TOTAL COST	Year 2023	Years	Fund	Surplus	Other Funds	General	Liquidating	Assessment	School
None		\$ -		-			-			
TOTAL ALL PROJECTS	s -	\$ -		\$ -			\$ -			
				TO						
			CAPITAL BUD	GET (Current Y 2023	ear Action)					
								FUNDING SER RRENT YEAR		
					5a			Take TEXES	2023	
				4	2023	5b		5d		6
		2	3	Amounts	Budget	Capital	5c	Grants in	5e	To Be
1		Project	Estimated	Reserved in	Appro-	Improvement	Capital	Aid and	Debt	Funded in
PROJECT		Number	Total Cost	Prior Years	priations	Fund	Surplus	Other Funds	Authorized	Future Year
Various Improvements and Acquisitions			\$ 4,200,000			\$ 410,000			\$ 3,790,000	
- arrows improvements and recognishions			4,200,000			÷ +10,000			\$ 5,770,000	
TOTALS ALL PROJECTS	1		\$ 4,200,000			\$ 410,000		s -	\$ 3,790,000	

				PITAL PROGRAM						
		A	anticipated PROJE	CT Schedule and Fu	inding Requiren	ent				
							5			
		2	3	ESTIMATED		FI	JNDING AMOU		ΔR	
1		PROJECT	ESTIMATED	COMPLETION	Budget Year	1	I	TVIBIER IE.		
PROJECT		NUMBER	TOTAL COST	TIME	2023	2024	2025	2026	2027	2028
Various Improvements and Acquisitions			\$ 4,200,000		\$ 4,200,000					
TOTALS ALL PROJECTS			\$ 4,200,000		\$ 4,200,000					
		CIIMMAI		PITAL PROGRAM TED FUNDING SO		AMOUNTS				
		SUMMA	3	4	OKCES AND	6	<u> </u>		7	
	2	Budget A	ppropriations	Capital	5	Grants in			ND NOTES	
1	Estimated	Current	Future	Improvement	Capital	Aid and		Self		
PROJECT	TOTAL COST	Year 2023	Years	Fund	Surplus	Other Funds	General	Liquidating	Assessment	School
Various Improvements and Acquisitions	\$ 4,200,000			\$ 410,000			\$ 3,790,000			
TOTALS ALL PROJECTS	\$ 4,200,000			\$ 410,000		s -	\$ 3,790,000			

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

DATE: 10/12/2023

RESOLUTION# 23-223

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

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

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

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

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

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

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

DATE: 10/12/2023

RESOLUTION# 23-224

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

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

WHEREAS, the Mayor and Council of the Borough of Allendale (the "Borough") has determined that it is in the best interests of Allendale, The Allendale School District (the "District") Board of Education (the "Board"), and the community at large, to provide for the appointment of two (2) Class III Special Law Enforcement Officers ("SLEO") at the Allendale School District for the 2023/2024 school year; and

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

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

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

**NOW THEREFORE BE IT RESOLVED** by the Governing Body of the Borough of Allendale that it authorizes and approves a contract with the Allendale School District Board of Education for two (2) Class III Special Law Enforcement Officers at the Allendale School District for the 2023/2024 school year, subject to written agreement and appointment resolution by Board regarding same as well as review by the Borough Attorney; and

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

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

#### **AGREEMENT**

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

#### THE ALLENDALE SCHOOL DISTRICT

#### BY AND BETWEEN

#### THE BOROUGH OF ALLENDALE

#### AND

#### THE ALLENDALE SCHOOL DISTRICT

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

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

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

**NOW, THEREFORE, IT IS AGREED** by and between the Borough and the District that the Borough, through the Allendale Police Department (the "Police Department"), shall hire, subject to the terms of this Agreement ("Agreement"), and make available two (2) SLEO III to the Allendale School District, as specified under the following terms and conditions:

- 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) <u>Classification of SLEO III</u>. The SLEO III shall be classified as an hourly part-time, "at will" employee of the Borough, who is not entitled to pension, health or other benefits from either the Borough or the District. Such officer shall serve at the pleasure of the Borough, and nothing herein is intended to create any contractual right to employment by a SLEO III. Nothing herein is intended to, nor shall it, create any employment relationship between the District and the SLEO III.

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

### 3) 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 the Allendale School District will turn over time cards signed by the school designee to the Allendale Police Department for processing on a bi-monthly basis.
- c. The Borough shall bill the District for wages and associated payroll costs set forth herein on a semiannual basis in July and January. For the School year 2023-2024, the Borough shall waive the right to any reimbursement of administrative oversight fees.
- d. The District shall reimburse the Borough for all other allowable costs set forth herein as incurred and billed to be paid within thirty (30) days of receipt of a completed invoice from the Borough.

- 4) Vetting of officers. The vetting process for the SLEO III hired by the Borough and assigned to the Allendale School District will be agreed upon by both the Borough and the District prior to appointment of the SLEO III. The Chief of Police shall confer with the District Superintendent during the hiring process. No special law enforcement officer shall be appointed if he/she is not deemed acceptable by the District Superintendent. The Borough will appoint special law enforcement officers sufficient to perform the duties and responsibilities permitted by and in accordance with law. The SLEO III assigned to the Allendale School District 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 the Allendale School District is not performing the duties to the satisfaction of the Superintendent, or engages in misconduct, the Borough, upon written notice from the Superintendent to the Borough, agrees to institute appropriate procedures to effectuate discipline, which can include up to termination of the SLEO III for cause.
- 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.
- Assignment and duties. Assignment and daily duties at the Allendale School District will be determined by the District Superintendent or his/her designee in accordance with the established Police Department Policies and Procedures and State Law, and in accordance with the terms of this Agreement. The SLEO III shall only serve during school hours, while school is in session, or such events when the school is occupied by students, subject to any required training days.
- 7) <u>Training.</u> Police training for the SLEO III will be scheduled and administered by the Police Department consistent with current policy. All training shall be conducted in consultation with the District to ensure school security is not compromised.
- 8) <u>Uniforms and equipment</u>. The SLEO III will be armed with Police Department service weapons and shall wear uniforms with SLEO III patches as required by State Law. Use of any department issued service weapon shall only be used in accordance with N.J.S.A.40A:14-146.14.
- 9) <u>Insurance</u>. The Borough will name the District an additional insured on its insurance policy with respect to the performance of the SLEO III's work in the District, and will provide the District with proof of having named the District as an additional insured.

- 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.
- 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.
- 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) <u>Captions.</u> The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.
- 15) <u>Severability</u>. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 16) <u>Counterparts</u>. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.
- 17) <u>Reservation</u>. Except as otherwise expressly set forth in this Agreement, the Borough and the District reserve all of their respective rights and powers under Federal Law and the laws of the State of New Jersey.
- 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	BOROUGH OF ALLENDALE
Jimon Jouise Cervino  Linda Louise Cervino  Borough Clerk  Date 10/12/2023	Amy E. Wilczynski Mayor
WITNESS	ALLENDALE SCHOOL DISTRICT
Maria Engeleit Business Administrator Date	Michael J. Barcadepone, Ed. D. Superintendent

DATE: 10/12/2023

RESOLUTION# 23-225

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

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

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

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

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

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

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

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

**BE IT FURTHER RESOLVED**, that the Director of Operations and Municipal Clerk are authorized to sign the proposal or an appropriate agreement to reflect these services.

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



### EXPERIENCED DEDICATED RESPONSIVE

PERSONAL PROPERTY.

#### AGREEMENT FOR PROFESSIONAL SERVICES

DATE:

January 31, 2023

REVISED:

October 2, 2023

TO:

Mayor & Council

**Borough of Allendale** 

500 W. Crescent Avenue, Allendale, New Jersey 07401

CC:

Ron Kistner, Administrative Officer, Director of Operations DPW (ronkistner@Allendalenj.gov)

FROM:

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

RE:

Streetscape and Lighting Improvements

MA-2022 - West Allendale Avenue Streetscape - Phase V - Westerly Portion of De Mercurio Drive,

Park Avenue, and West Allendale Avenue to Central Avenue

MA-2023 - West Allendale Avenue Streetscape - Phase VI - West Allendale Avenue to Central

Avenue/Myrtle Avenue Intersection

Borough of Allendale, Bergen County, New Jersey

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

#### **Description of Services**

See attached Scope of Services.

Requested By:

**Borough of Allendale** 

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

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

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

#### I. BACKGROUND



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

#### II. SCOPE OF SERVICES AND BUDGET

#### Phase I - Surveying & Engineering Services:

#### A. Partial Topographic Survey

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

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

#### B. Utility Information

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

#### C. General Information

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

#### Engineering Design

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

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



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

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

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

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

#### VII. GENERAL TERMS AND CONDITIONS

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



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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

#### **GENERAL TERMS**

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



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

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

riease can'n there are any questions, or it we can be or raining assistance.
Very truly yours,
The Neglia Group
to
David Juzmeski, P.E., P.P.
Principal
Attachments: Year 2023 Municipal Rates
Accepted this 12 Th day of OCTOBER 2023
By: Dan Kuthe
Title: DIRECTOR OF OPERATIONS

DATE: 10/12/2023

RESOLUTION# 23-226

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

#### AWARD CONTRACT FOR THE ALLENDALE COMMUNITY CENTER

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

WHEREAS, seven (7) bids were received; and

WHEREAS, the bids have been reviewed, and

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

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

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

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

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

DATE: 10/12/2023

**RESOLUTION# 23-227** 

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

# DONATION OF CRESTWOOD LAKE SEASON PASS TO ARCHER NURSERY SCHOOL

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approves the donation of a family (parents and children) Crestwood Lake 2024 Season Pass to the Archer Nursery School.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>October 12, 2023</u>.

DATE: 10/12/2023

RESOLUTION# 23-228

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

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

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

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

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

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

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

WHEREAS, Allendale wishes to memorialize its approval of such additional terms and

DATE: 10/12/2023

RESOLUTION# 23-228

conditions, as reflected in a Letter Agreement (the "Letter Agreement"), the terms of which are incorporated by reference herein; and

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

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

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

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

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

DATE: 10/12/2023

#### RESOLUTION# 23-229

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

#### APPROVAL OF OCTOBER 12, 2023 LIST OF BILLS

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approves the Bill List dated October 12, 2023 in the amounts of:

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

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



# THE BOROUGH OF ALLENDALE

# NEW JERSEY

500 WEST CRESCENT AVENUE, ALLENDALE, NJ 07401 www.allendalenj.gov

OFFICE OF TAX COLLECTOR
OFFICE OF CHIEF FINANCIAL OFFICER

201-818-4400 EXT 205

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

Certified October 12, 2023

Alison Altano

Chief Financial Officer

# **BILL LIST For OCTOBER 12, 2023**

CURRENT ACCOUNT			\$ 405.00
Transfer from Current to Claims 9/21/23			
Camila Tours and Travel LLC - Check# 13442	\$	405.00	
PAYROLL ACCOUNT		TO THE RESIDENCE OF THE PARTY O	\$ 354,779.08
Borough of Allendale Payroll Fund, Bank Transfer 9/20/2023			\$ 181,602.60
Salaries and Wages	\$	167,825.09	
FICA	\$	11,209.61	
DCRP	\$	105.13	
LIFE	\$	105.80	
DISABILITY	\$	2,356.97	
Borough of Allendale Payroll Fund, Bank Transfer 10/04/2023	<del></del>		\$ 173,176.48
Salaries and Wages			\$ 161,844.91
FICA			\$ 11,059.99
DCRP			\$ 271.58
TOTAL	***************************************		\$ 355,184.08

P.O. Type: All Format: Condensed Range: 2-First Rcvd Batch Id Range: First t	Print Alpha, Revenue, & G/L to 3-Last		Open: N Void: N Paid: N Held: Y Aprv: N Rcvd: Y Y State: Y Other: Y Exempt: Y
Vendors: All Department Page Break: No	Subtotal CAFR: Yes	Subtotal Department: Yes	Include Non-Budgeted: Y
Budget Account Desc Vendor	ription P.O. Id P.O. Description	n Amount	Void Amount PO Type
Department: POLICE			
2-01-25-240-043 Clot T0183 TURN OUT UNIFORMS, I		Rosendahl 840.00	0.00
CAFR Fund	Total: POLICE Total: Total: Total:	840.00 840.00 840.00 840.00	
Department: ADMINISTRATION			
3-01-20-100-036 Supp S0075 STAPLES ADVANTAGE S0075 STAPLES ADVANTAGE S0075 STAPLES ADVANTAGE S0075 STAPLES ADVANTAGE	23-01339 SUPPLIES 23-01387 SUPPLIES 23-01473 Supplies 23-01479 supplies	49.18 105.78 132.26 89.88 377.10	0.00 0.00 0.00 0.00
	/Memberships/Subscriptions UNICIPALIT 23-01472 LEGISLATIVE BULL 23-01509 CABLE DPW 9/8-10		0.00 0.00
3-01-20-100-058 Equi	pment Purchases LLC 23-01538 BORO HALL COPIER	LEASE 123.00	0.00
3-01-20-100-061 Info C0271 COBAN COMPUTER SOLUT	rmation Technology IONS, LLC 23-01512 WEB FILTERING/ON IONS, LLC 23-01541 3RD QTR MONITORI	ILINE BACKUP 1,828.00	0.00 0.00
3-01-20-100-063 Misc A0391 ALLENDALE CIRCLE OF C0511 CONSTANT CONTACT, IN A0394 AMERITECHNOLOGY		SERVICE 436.80	0.00 0.00 0.00
Department	Total: ADMINISTRATION	10,044.87	
Department: MAYOR & COUNCIL			
3-01-20-110-061 Info 00060 O'TOOLE, MATTHEW	rmation Technology 23-01514 REIMBURSE TECH E	EXPENSES 89.86	0.00

Budget Account Vendor	Description	P.O. Id P.O. Des	cription	Amount	Void Amount	PO Type
3-01-20-110-063 A0385 AMAZON CAPITAL	Miscellaneous SERVICES	23-01468 Ribbon C	utting Scissors	46.19	0.00	
Depar	tment Total: MA	YOR & COUNCIL		136.05		
Department: MUNICIPAL CLER	K					
3-01-20-120-036 S0075 STAPLES ADVANTA A0385 AMAZON CAPITAL		23-01387 SUPPLIES 23-01528 BOXES FO	R CLERKS OFFICE	11.27 69.99 81.26	0.00 0.00	
3-01-20-120-044 B0046 BERGEN CTY. MUN	Training/Educa . CLERKS ASSOC.	tion 23-01480 BCMCA ME	ETINGS	80.00	0.00	
Depar	tment Total: MU	NICIPAL CLERK		161.26		
Department: FINANCE						
3-01-20-130-036 S0075 STAPLES ADVANTA S0075 STAPLES ADVANTA S0075 STAPLES ADVANTA A0385 AMAZON CAPITAL	GE GE	23-01339 SUPPLIES 23-01387 SUPPLIES 23-01473 Supplies 23-01478 SUPPLIES		133.15 112.21 38.38 19.47 303.21	0.00 0.00 0.00 0.00	
3-01-20-130-098 10092 INFINISOURCE, I 10092 INFINISOURCE, I		s 23-01521 BI-WEEKL 23-01535 BI-WEEKL		530.58 304.71 835.29	0.00 0.00	
Depar	tment Total: FI	NANCE		1,138.50		
Department: TAX COLLECTION						
3-01-20-145-044 I0005 INSTITUTE FOR P	Training/Educa ROFESSIONAL DEV		K - Webinar 10.18.23	50.00	0.00	
Depar	tment Total: TA	X COLLECTION		50.00		
Department: TAX ASSESSMENT						
3-01-20-150-042 B0044 BERGEN CO ASSOC		ions/Memberships 23-01515 MEMBERSH	IP DUES	130.00	0.00	
3-01-20-150-108 A0361 ASSOCIATED APPR	Appraisals AISAL GROUP INC	23-01588 STATE TA	X COURT SERVICES	562.50	0.00	
3-01-20-150-109 A0361 ASSOCIATED APPR	Re-assessment AISAL GROUP INC	23-01516 2024 REA	SSESSMENT INV 9	3,200.00	0.00	
Depar	tment Total: TA	X ASSESSMENT		3,892.50		

Budget Account Vendor	Description	D.O. Td. D.O. Docenintian	Amoun+	Void Amount	DO Tuno
		P.O. Id P.O. Description	Amount	Void Amount	PO Type
Department: LEG	GAL SERVICES				
T0123 THO	CHANT, JOHN & TERESA	23-01393 2023 Refund per Lease Agreemnt 23-01394 2023 Refund per Lease Agreemnt 23-01513 TAX APPEAL ATTY AUGUST 2023		0.00 0.00 0.00	
	Department Total: Li	GAL SERVICES	3,179.64		
Department: EN	GINEERING				
3-01-20-165-02 V0087 VAN		Services 23-01586 ENGINEERING INVOICES AUG 2023	5,700.00	0.00	
	Department Total: EI CAFR Total:	GINEERING	5,700.00 24,302.82		
Department: LA	ND USE BOARD				
3-01-21-180-03 S0075 STA	6 Supplies PLES ADVANTAGE	23-01387 SUPPLIES	50.99	0.00	
	3 Miscellaneous PLES ADVANTAGE PLES ADVANTAGE	23-01339 SUPPLIES 23-01473 Supplies	25.18 75.06 100.24	0.00 0.00	
3-01-21-180-18 B0320 BOT		d Attorney 23-01522 LAND USE BOARD ATTY	500.00	0.00	
	Department Total: L/ CAFR Total:	AND USE BOARD	651.23 651.23		
Department: CO	NSTRUCTION CODE/BUILDING D	EPT.			
S0075 STA	3 Miscellaneous PLES ADVANTAGE PLES ADVANTAGE PLES ADVANTAGE	23-01339 SUPPLIES 23-01387 SUPPLIES 23-01473 Supplies	51.20 11.38 313.08 375.66	0.00 0.00 0.00	
	Department Total: Co CAFR Total:	ONSTRUCTION CODE/BUILDING DEPT.	375.66 375.66		
Department: GR	OUP INSURANCE				
3-01-23-220-22 B0369 BOR	7 Health Benefi OUGH OF ALLENDALE - SHBP		109,438.51	0.00	
	Department Total: G CAFR Total:	ROUP INSURANCE	109,438.51 109,438.51		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: POLICE						
	Printing & Sta		DVDs for MVR Video Backups	38.48	0.00	
3-01-25-240-036 L0115 LINCARE	Supplies	23-01560	Oxygen Bottle Refills	84.00	0.00	
3-01-25-240-043 A0385 AMAZON CAPI G0002 GALLS, LLC T0183 TURN OUT UN	TAL SERVICES	23-01489 23-01497 23-01555	Clothing allowance Hillgardner Acct #5473171 Clothing 2022 - Rosendahl	43.50 1,112.40 4.96 1,160.86	0.00 0.00 0.00	
	RRIS, JR	23-01491	Ammunition OPRA Training for Admin Asst	6,106.36 299.00 6,405.36	0.00 0.00	
A0340 A T & T MOB M0241 MUNICIPAL C A0193 LEXIS NEXIS B0291 BECKET SERV A0340 A T & T MOB	TER SOLUTIONS, LLC ELLITY APITAL CORPORATION RISK SOLUTIONS TICES LLC ELLITY	23-01128 23-01492 23-01495 23-01496 23-01543 23-01559	IT Support Plan - Police Wireless Acct #287286315689 Copier Lease Pmt 46 of 60 June to August 2023 searches Replace GFI Outlet - HQ Garage Account #287310191624 Wireless Acct #287286315689	395.88 215.00 600.00 127.00	0.00 0.00 0.00 0.00 0.00 0.00	
3-01-25-240-058 H0050 HIGHWAY TRA			Flashing Do Not Enter PARK AVE	2,220.00	0.00	
3-01-25-240-061 C0271 COBAN COMPU	Information Te ITER SOLUTIONS, LLC		IT Support Monitoring & Backup	7,605.50	0.00	
3-01-25-240-063 A0059 ALLENDALE B D0130 DILLON, MIC			POLICE SWEARING IN CEREMONY Food Reimbursement -Interviews	210.00 79.65 289.65	0.00 0.00	
P0190 P & A AUTO P0190 P & A AUTO A0385 AMAZON CAPI	PARTS	23-01487 23-01488 23-01558 23-01561	Emissions repairs - unit 213 Automotive parts Automotive parts Floor Protection Mats Car 201 Tire for Fleet Unit 202	760.20 456.20 382.15 149.97 181.23 1,929.75	0.00 0.00 0.00 0.00 0.00	
3-01-25-240-103 E0117 ESS INC	Communication		s Service Agreement 09/01-09/30	1,045.00	0.00	

Budget Account Vendor	Description	P.O. Id P.O. Description	Amount	Void Amount	PO Type
3-01-25-240-120 H1079 HACKENSACK MER	Police Accredi	tation 23-01490 Crossing Guard Medical Exams	2,250.00	0.00	
Depa	ırtment Total: PC	PLICE	29,837.36		
Department: EMERGENCY MGM	TT SERVICES				
3-01-25-252-030 N0009 VERIZON	9-1-1 Services	23-01566 Acct. #357-035-097-0001-73	40.78	0.00	
3-01-25-252-141 S0064 SUBURBAN CAPS,	Drill INC.	23-01564 Bed Cover for PD Pickup	400.00	0.00	
Depa	ırtment Total: EM	BERGENCY MGMT SERVICES	440.78		
Department: FIRE					
		stainence 23-01451 Air Pack Batteries and Repairs 23-01584 Managed Services for FD	282.00 738.00 1,020.00	0.00 0.00	
3-01-25-255-101 S0013 SHARP SHOP, TH F0215 454 MECHANICAL B0388 BLAZE EMERGENO	. LLC	cirs 23-01367 Repair of Saws 23-01499 A/C Repair at Firehouse Annex 23-01569 Repair Air Compressor 935	252.83 3,002.13 1,082.05 4,337.01	0.00 0.00 0.00	
3-01-25-255-102 P0190 P & A AUTO PAR U0037 URBAN AUTO SPA U0037 URBAN AUTO SPA	\ II	23-01426 Parts for 941 Repair and DEF 23-01502 Car Wash & Oil Change CAR 930 23-01547 Oil Change and Wipers Car 940	88.85 28.00 115.10 231.95	0.00 0.00 0.00	
3-01-25-255-146 C0271 COBAN COMPUTER	Miscellaneous SOLUTIONS, LLC	23-01584 Managed Services for FD	150.00	0.00	
3-01-25-255-192 N0031 VERIZON WIRELE N0031 VERIZON WIRELE		23-01430 Cell Phone Charges 08/24-09/23 23-01581 FD Cell Phones Aug/Sept 2023	199.02 199.23 398.25	0.00 0.00	
3-01-25-255-193 00061 OPTIMUM V0090 VERIZON V0090 VERIZON 00061 OPTIMUM	Cable/Internet	23-01359 Internet and TV Service @ AFD 23-01363 Internet Service for AFD HQ 23-01582 Verizon Service for Firehouse 23-01583 Optimum Service for Firehouse	141.32 139.08 153.67 156.85 590.92	0.00 0.00 0.00 0.00	
Depa	rtment Total: FI CAFR Total:	RE	6,728.13 37,006.27		

# Borough of Allendale Bill List By Budget Account

Budget Acc Vendor	count	Description	P.O. Id P.O. Description	Amount	Void Amount	РО Туре
Departmen	t: STREETS & ROAI	DS				.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
3-01-26-29 F0011 P0190	FELDMAN BROTHE		23-01505 8/31/23 DOWNTOWN-CLOCK ISLAND 23-01562 DPW-SHOP	43.28 175.00 218.28	0.00 0.00	
3-01-26-29 P0190	90-053 P & A AUTO PAR	1 1 1	ntenance 23-01562 DPW-SHOP	221.77	0.00	
3-01-26-29 P0190	90-102 P & A AUTO PAR		rs 23-01562 DPW-SHOP	658.41	0.00	
	Depa	rtment Total: S	TREETS & ROADS	1,098.46		
Departmen	t: GARBAGE & TRA	SH REMOVAL				
3-01-26-36 \$0266 \$0266	05-029 SUBURBAN DISPO SUBURBAN DISPO		23-01549 TRASH/RECYCLING JUNE 2023 23-01550 TRASH/RECYCLING AUGUST 2023	2,000.00 26,416.67 28,416.67	0.00 0.00	
3-01-26-30 \$0266 \$0266	05-085 SUBURBAN DISPO SUBURBAN DISPO			275.00 16,437.30 16,712.30	0.00 0.00	
	Depa	rtment Total: G	ARBAGE & TRASH REMOVAL	45,128.97		
Departmen	t: MUNICIPAL REC	YCLING				
3-01-26-30 R0254 R0254 S0266 R0254	06-029  ROCKLAND COUNT' ROCKLAND COUNT' SUBURBAN DISPO! ROCKLAND COUNT'	Y SOLID WASTE SAL INC	23-01507 Sept- Recycling Disposal 23-01508 JULY- RECYCLING DISPOSAL 23-01550 TRASH/RECYCLING AUGUST 2023 23-01578 RECYCLING DISPOSAL - SEPT 2023		0.00 0.00 0.00 0.00	
	Depa	rtment Total: M	UNICIPAL RECYCLING	13,781.92		
Department	t: BUILDINGS & G	ROUNDS				
3-01-26-33 50245 50245	10-024 SLADE ELEVATOR SLADE ELEVATOR		tenance 23-01484 QUARTERLY ELEVATOR MAINTENANCE 23-01485 MANDATORY 2023 NJ ELEV INSPECT	88.02 2,618.00 2,706.02	0.00 0.00	
3-01-26-33 G0176	10-029 GUYS MAINTENANG	Custodial Ser CE SERVICE	vices 23-01573 Cleaning Services- Sept 2023	2,650.00	0.00	
3-01-26-33 00049	10-036 OFFICE CONCEPTS	Supplies S GROUP, INC	23-01533 8/25/23 DPW OFFICE SUPPLIES	985.67	0.00	

Budget Account Vendor	Description	P.O. Id P.O. Description	Amount	Void Amount	PO Type
3-01-26-310-036 F0011 FELD	Supplies MAN BROTHERS	Continued 23-01563 9/25/23 DPW- ELEC SUPPLIES	342.00 1,327.67	0.00	
P0269 PRO T0205 TRUG	Miscellaneous CALL CONCEPTS HAULING SERVICES REEN LP EHOCKEN SPRING WATER LLC	23-01536 MARK OUTS SEPTEMBER 2023 23-01544 9/01/23 bldgs & Grounds 23-01574 Turf Program 08/31/23	237.38 555.00 555.00 146.10 1,493.48	0.00 0.00 0.00 0.00	
	Building Repa ET SERVICES LLC ET SERVICES LLC	irs 23-01501 9/18/23 DPW- Boro Hall A/C 23-01577 09/30/23 BLDG&GROUNDS- REPAIR _	100.00 270.00 370.00	0.00 0.00	
	Landscape Sup R HILL NURSERY R HILL NURSERY	plies 23-01503 9/14/24 Downtown Mulch 23-01579 9/15/23 DPW-DOWNTOWN	184.00 161.00 345.00	0.00 0.00	
	Department Total: B CAFR Total:	UILDINGS & GROUNDS	8,892.17 68,901.52		
Department: ANI	MAL CONTROL				
3-01-27-340-029 T0153 TYC0		23-01537 ANIMAL CONTROL SVCS SEPT 2023	860.00	0.00	
	Department Total: A CAFR Total:	NIMAL CONTROL	860.00 860.00		
Department: PAR	KS				
3-01-28-370-036 H0014 HOME	Supplies HARDWARE, INC.	23-01548 9/8/23 DPW- PARKS/SUPPLIES	107.98	0.00	
3-01-28-370-063 T0205 TRUG	Miscellaneous REEN LP	23-01574 Turf Program 08/31/23	119.00	0.00	
3-01-28-370-166 H0188 HIGH		plies C 23-01590 LAWN MAINTENANCE	2,844.44	0.00	
	Department Total: P	ARKS	3,071.42		
Department: CRE	STWOOD				
3-01-28-371-026 B0259 BOB'		ntenance/Repairs 23-01504 9/14/23 CRESTWOOD- DOCK	900.00	0.00	
3-01-28-371-031 L0191 LAKE		sting 23-01506 9/14/23 Creswtwood Lake	3,521.00	0.00	

# Borough of Allendale Bill List By Budget Account

Budget Acc Vendor	count Description	P.O. Id P.O. Description	Amount	Void Amount	PO Type
3-01-28-37 M0255 H0188	71-063 Miscellaneou RICH MC DOWELL HIGH MOUNTAIN LANDSCAPING, I	23-01527 Reimburstment- eyewear	130.00 1,400.00 1,530.00	0.00	
	Department Total:	CRESTWOOD	5,951.00		
)epartmen1	t: SENIOR CITIZEN ACTIVITIES				
3-01-28-37 C0543 V0091	72-063 Miscellaneou CAMILA TOURS & TRAVEL LLC VANDERHOOF TRANSPORATION CO	23-01518 BALANCE DUE 10/10 TRIP XYZ 23-01539 BALANCE DUE 9/13/23 TRIP	945.00 1,695.00 2,640.00	0.00 0.00	
	Department Total: CAFR Total:	SENIOR CITIZEN ACTIVITIES	2,640.00 11,662.42		
epartment	t: TELEPHONES				
3-01-31-44 N0009 N0009 A0061 T0219 A0381	40-190 Telephone VERIZON VERIZON A T & T CORP T-MOBILE USA, INC. AXIA TECHNOLOGY PARTNERS LLC	23-01510 PD/FD LINES 9/16-10/15 23-01511 ELEVATOR PD/BORO 23-01530 Long Distance Chrgs 9/22/23 23-01531 DPW Cell Phone 8/24-9/20 23-01591 PHONES BORO/LIBRARY OCT 2023	1,700.86 76.56 43.25 274.29 2,838.50 4,933.46	0.00 0.00 0.00 0.00 0.00	
	Department Total:	TELEPHONES	4,933.46		
)epartment	t: GAS (NATURAL)				
3-01-31-44 P0023		. 23-01529 CURRENT GAS CHARGES	415.85	0.00	
	Department Total:	GAS (NATURAL)	415.85		
Department	t: GASOLINE				
3-01-31-46 R0165	60-080 Gasoline RACHLES/MICHELE'S OIL CO.	23-01546 9/08/23 Diesel & Gas Delivery	7,695.90	0.00	
	Department Total: CAFR Total:	GASOLINE	7,695.90 13,045.21		
Department	t: REGIONAL SCHOOL TAX PAYABLE				
3-01-55-60 N0024		OOL TAX PAYABLE HS 23-01483 School Tax Levy - October 2023	845,827.52	0.00	
	Department Total: CAFR Total: Fund Total:	REGIONAL SCHOOL TAX PAYABLE	845,827.52 845,827.52 1,112,071.16		

Budget Acco Vendor	unt Description	P.O. Id P.O. Description	Amount	Void Amount	PO Type
3-04-55-900	-019 RESERVE FOR C	OMMUNITY CENTER			
	Z+ ARCHITECTS LLC	23-01481 COOMMUNITY CENTER BID	14,948.98	0.00	C
		S 23-01526 REDEVELOPMENT SERVICES	2,950.00	0.00	
C0525	CFT CONSULTING LLC	23-01532 COMMUNITY CENTER	5,700.00 23,598.98	0.00	С
	Department Total:		23,598.98		
	CAFR Total:		23,598.98		
	Fund Total:		23,598.98		
	Year Total:		1,135,670.14		
epartment:	ORDINANCE 21-11				
C-04-55-932		d other Protective Equip.			
A0225	ATLANTIC TACTICAL OF NJ	23-01568 OC Spray	268.94	0.00	
C-04-55-932		Redediation - DPW	200.00	0.00	
G0094	DEWBERRY ENGINEERS INC	23-U14/4 DPW REMEDIATION	200.00	0.00	С
	Department Total: C	RDINANCE 21-11	468.94		
Department:	ORDINANCE22-07				
C-04-55-933	<b>J</b>				
A0385	AMAZON CAPITAL SERVICES	23-01542 Antenna mouunting supplies	75.97	0.00	
	Department Total: C	RDINANCE22-07	75.97		
Department:	ORDINANCE 23-09				
C-04-55-934		es - Detective and Chief			
	NIELSEN FORD OF MORRISTOWN	23-01167 Admin Vehicle for Police Chief	47,159.00	0.00	
S0064	SUBURBAN CAPS, INC.	23-01564 Bed Cover for PD Pickup	1,000.00	0.00	
			48,159.00		
	Department Total: C	RDINANCE 23-09	48,159.00		
	CAFR Total:		48,703.91		
	Fund Tota]:		48,703.91		
	Year Total:		48,703.91		
CAFR:	DOG FUND EXPENDITURES				
•	NON BUDGET EXPENDITURES				
D-12-55-870 N0167	-001 Due to State NEW JERSEY DEPT OF HEALTH	- State Fees 23-01540 DOG REPORT SEPTEMBER 2023	6.60	0.00	
	•	ON BUDGET EXPENDITURES	6.60		
		OG FUND EXPENDITURES	6.60		
	Fund Total:		6.60		
	Year Total:		6.60		

October 10, 2023 10:29 AM

# Borough of Allendale Bill List By Budget Account

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Budget Account Vendor	Description P.O. Id P.O. Description	Amount	Void Amount PO	Туре
Fund: HOUSING TRUS Department: NON BUDGET E				***************************************
H-20-55-920-001 B0223 BURGIS ASSOCIA	Housing Trust Expenditures ATES,INC. 23-01520 PROFESSIONAL SVCS AUG 2023	542.50	0.00	
Dep.	artment Total: NON BUDGET EXPENDITURES  CAFR Total: Fund Total: HOUSING TRUST  Year Total:	542.50 542.50 542.50 542.50		
Fund: STATE UNEMPLED Department: NON BUDGET E	OMENT INSURANCE FUND  XPENDITURES			
U-19-55-970-001 N0159 NEW JERSEY DE	NJ Department of Labor PARTMENT OF LABOR 21-01875 3Q 2021 Unemployment charges	1,105.57	0.00	
Dep	artment Total: NON BUDGET EXPENDITURES  CAFR Total: Fund Total: STATE UNEMPLOMENT INSURANCE FUND Year Total:	1,105.57 1,105.57 1,105.57 1,105.57		
Total Charged Lines: 1	70 Total List Amount: 1,186,868.72 Total Void Amou	nt: 0.00	**************************************	

# Borough of Allendale Bill List By Budget Account

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

P.O. Type: All

Range: First to Last Format: Detail without Line Item Notes

Vendors: All

Rcvd Batch Id Range: First to Last

Paid: N Void: N Open: N

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

Project Id Description PO # Item Vendor	Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date
101EORCHAR 2023 LAND USE BOARD ESCROW 23-01586 8 V0087 VAN CLEEF ENGINEERING A	SSOC Engineering Inv August 2023	258.75	R	10/04/23	10/05/23	
Account Tot	al:	258.75				
115WCRESC 2023 SOIL MOVEMENT ESCROW 23-01586 11 V0087 VAN CLEEF ENGINEERING A	SSOC Engineering Inv August 2023	417.00	R	10/04/23	10/05/23	
Account Tot	al:	417.00				
20FAIR SOIL MOVEMENT ESCROW POOL 23-01586 10 V0087 VAN CLEEF ENGINEERING A	SSOC Engineering Inv August 2023	69.50	R	10/04/23	10/05/23	
Account Tot	al:	69.50				
36CARTE SOIL MOVEMENT ESCROW 23-01586 9 V0087 VAN CLEEF ENGINEERING A	SSOC Engineering Inv August 2023	69.50	R	10/04/23	10/05/23	
Account Tot	al:	69.50				
40CARTERE 2023 MINOR SUBDIVISION 23-01586 7 V0087 VAN CLEEF ENGINEERING A	SSOC Engineering Inv Aug 2023	242.00	R	10/04/23	10/05/23	
Account Tot	al;	242.00				
498MAR 2023 SOIL ESCROW/POOL 23-01586 12 V0087 VAN CLEEF ENGINEERING A	SSOC Engineering Inv August 2023	515.25	R	10/04/23	10/05/23	
Account Tot	al:	515.25				

# Borough of Allendale Bill List By Project Id

Project Id Description PO # Item Vendor				Description	Amount	Stat/Chk	First Enc Date		Chk/Voic Date	
SRSEWER SADDLE RIVER SEWER 23-01586 3 V0087 VAN CLEEF ENGINEERING ASSOC  Account Total:			RE: Saddle Riv	347.50 R 347.50		10/04/23 10/05/23				
Total Charge	ed Lines:	7 Tot	al Project Amount:	1,919.50	Total Void Amount:	0.0	0	<b></b>		

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

DATE: 10/12/2023

RESOLUTION# 23-230

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

# RESOLUTION TEMPORARILY RELAXING PARKING RESTRICTIONS ON EAST ELBROOK DRIVE

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

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

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

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

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

DATE: 10/12/2023

RESOLUTION# 23-230

- 3. NHRHS will issue parking decals to selected seniors who shall be permitted to park on East Elbrook Drive during the referenced time period. Such decals shall be affixed to the rear driver's side window.
- 4. Permit parking as provided herein shall only be allowed on the south side of East Elbrook Drive from the school access driveway east to 25 feet before Cedar Drive.
- 5. NHRHS will issue parking decals to selected juniors who shall be permitted to park on East Elbrook Drive during the referenced time period. Such decals shall be displayed on the vehicle dashboard.
- 6. NHRHS school personnel will monitor East Elbrook Drive and check for vehicle decals.
- 7. All NHRHS on campus parking lot rules and regulations will apply to those vehicles parking on East Elbrook Drive.
- 8. Students parking on the south side East Elbrook Drive without a school parking decal will be subject to both school discipline and traffic enforcement by the Allendale Police Department.

**BE IT FURTHER RESOLVED**, that the Mayor, the Municipal Clerk, the Chief of Police, and the Borough Attorney and other appropriate Borough Officials are authorized to take all appropriate actions required of the Borough to implement the terms of this resolution.

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