

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

DATE: 07/21/2022

RESOLUTION# 22-188

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

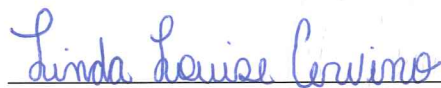
Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**AUTHORIZATION TO HIRE POLICE OFFICER
CHRISTOPHER NAUMOV**

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 the Public Safety Committee that Christopher Naumov is hereby appointed as a Police Officer of the Allendale Police Department effective July 21, 2022, at the annual salary of \$41,954.00 prorated from July 21, 2022 through December 31, 2022.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on July 21, 2022.



Linda Louise Cervino, RMC
Municipal Clerk

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O'Toole		✓	✓			
Sasso			✓			
Wilczynski			✓			
Mayor Bernstein	---	---				

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

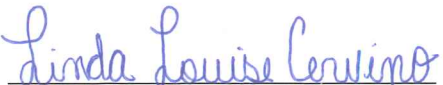
**AUTHORIZATION OF 2022 CRESTWOOD LAKE SALARIES –
SUPPLEMENT FOUR**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that the following salaries are hereby approved for the Crestwood Lake Swim Club 2022 Season as follows:

TITLE	EFFECTIVE DATE	NAME	HOURLY PAY
Sub-Guard	June 30, 2022	John Aboussleman	\$13.00
Sub-Guard	June 30, 2022	Madeleine Willkomm	\$13.00
Sub-Guard	June 30, 2022	Ty Pennington	\$13.00
Sub-Guard	June 30, 2022	Allison Courtney	\$13.00
Sub-Guard	June 30, 2022	Peter Kaya Gretchikha	\$13.00
Sub-Gate	June 30, 2022	Gavin Courtney	\$12.00
Swim Coach	July 17, 2022	Kristi Rutter	\$17.00
Sub-Guard	July 17, 2022	Rebecca MacLaren	\$13.00
Sub-Guard	July 17, 2022	Deana Syrneva	\$13.00

BE IT FURTHER RESOLVED that the date of hire for the above employees is effective as stated 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 July 21, 2022.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 07/21/2022

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**AUTHORIZE AGREEMENT - NEGLIA ENGINEERING ASSOCIATES
STREETSCAPE & LIGHTING IMPROVEMENTS MA-2020/2021 -
WEST ALLENDALE AVENUE STREETSCAPE**

WHEREAS, the Borough requires engineering services for Streetscape & Lighting Improvements MA-2020/2021 - West Allendale Avenue Streetscape; and

WHEREAS, Neglia Engineering Associates has submitted a proposal for such services dated March 25, 2022 (revised May 5, 2022); 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 in the amount not to exceed \$36,360.00 representing Construction Management Services; 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 July 21, 2022.



Linda Louise Cervino, RMC
Municipal Clerk

Certification Of Availability of Funds

This is to certify to the of the Borough of Allendale that funds for the following resolutions are available.

Contract Amount: 36,360.00
Resolution Date: 07/21/22
Resolution Number: 22-190

Vendor: N0231 NEGLIA ENGINEERING ASSOCIATES
34 PARK AVENUE
LYNDHURST, NJ 07071

Contract: C2200006 Downtown Const. Mgmt Services

Account Number	Amount	Department Description
C-04-55-924-101	3,609.00	ORDINANCE 15-18
C-04-55-927-103	291.72	ORDINANCE 17-05
C-04-55-929-101	21,685.28	ORDINANCE 19-06
C-04-55-932-102	10,774.00	ORDINANCE 21-11
Total	36,360.00	

Only amounts for the 2022 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: March 25, 2022

REVISED: May 5, 2022

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: Construction Management Services
Streetscape and Lighting Improvements
MA-2020/2021 - West Allendale Avenue Streetscape
Borough of Allendale, Bergen County, New Jersey

Neglia Engineering Associates has received the following request to provide Construction Management 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 time / hourly basis in accordance with our attached schedule of fees for a cost not to exceed **Thirty-Six Thousand Three Hundred Sixty Dollars (\$36,360.00)** representing Construction Management Services.
2. On a **material basis** for a cost of **One Thousand Two-Hundred Fifty Dollars (\$1,250.00)** for 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

Neglia Engineering Associates understands that the Borough of Allendale proposes to replace approximately 12 light poles and fixtures as part of the West Allendale Avenue Streetscape improvement project. In addition, the Borough proposes to reconstruct the entire streetscape. The proposed replacement will include the complete

LYNDHURST

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

MOUNTAINSIDE

200 Central Avenue
Suite 102
Mountainside, NJ 07092
p. 201.939.8805 f. 732.943.7249

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. This proposal addresses the construction management of the project outlined within this background.

II. SCOPE OF SERVICES AND BUDGET

Phase I – Construction Management

Neglia Engineering Associates will provide part-time construction management services as they relate to the aforementioned streetscape improvement project. It shall be noted that site safety will be the responsibility of the contractor. The services will include the following:

1. Technical Observation – This part-time inspection work under this category will be billed at per diem basis in accordance with our rates.
2. Any costs stated for the construction management phase of this proposal are based on estimated construction time. The actual time expended will depend on the ability and performance of the contractor. Any additional time expended will be billed at our hourly rates.
3. The hourly rates referred to herein shall be subject to review and change bi-annually.
4. Any work required with NJDOT or other state agencies will be billed on a per diem basis in accordance with our rates.
5. Provide Field Engineering during construction. These hours will be billed in accordance with attached billable rates.
 - a. Making visits to the site to observe the work in progress and providing reports to the Borough.
 - b. Observing initial operation on the project or of performance tests required by specifications.
 - c. Reviewing and approving requests for monthly and final payments to contractors.
 - d. Making a final inspection and report on the completed project.
 - e. Issue a certificate of completion to the Borough on completion of construction contracts.

Phase II – Reimbursable Expenses:

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

III. DELIVERABLES

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

IV. ANTICIPATED TIME FRAME

Neglia Engineering Associates is prepared to begin upon receipt of a signed copy of this agreement and the General Conditions.

V. PAYMENTS AND COST OF SERVICES

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

VI. CONDITIONS AND EXCLUSIONS

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

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

This proposal does not include a geotechnical engineering studies / services which include but is not limited to soil borings, test pits and percolation tests, phase one audit, environmental impact statement or assessment, threatened and endangered species studies, flood studies, foundation design, professional planning services, Phase I and Phase II environmental investigations / studies, archeological studies, buoyancy calculations, visual impact assessment, underground garage structure design, environmental remediation, mitigation, UST remediation, asbestos removal, septic system design, holding tank design, pump station design, or other environmental concerns. This proposal does not include air quality studies or glare and noise studies. This proposal does not include any permitting other than those permits mentioned above. In addition, this proposal does not include 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 Engineering Associates 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 Engineering Associates 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 Neglia Engineering Associates ("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 Engineering Associates an additional ten percent (10%) of the total fee earned by Neglia Engineering Associates.

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 statute 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

1. Client agrees to assist Neglia Engineering Associates (NEA), by placing to NEA disposal, all available information pertinent to the Project including previous reports, maps, deeds, surveys, easement descriptions and any other data relative to design or construction of the Project.
2. Client will arrange for access to and make all provisions for NEA to enter upon public and private property, as required for NEA to perform services.
3. Client shall be responsible for such legal services as Client may require or NEA may reasonably request with regard to

legal issues pertaining to the Project.

4. In any dispute involving the accuracy of surveying services, NEA will have no liability to anyone if referenced points set by NEA have not been preserved. NEA field notes will govern in any dispute.
5. Client understands that NEA 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 NEA 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. N.E.A. 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 NEA to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to NEA 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.

Very truly yours,
The Neglia Group



David Juzmeski, PE, PP
Principal

Accepted this 13th day of July 2022

By: BON KISTNER

Title: DIRECTOR OF OPERATIONS



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

DATE: 07/21/2022

RESOLUTION# 22-191

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**AUTHORIZATION TO SUBMIT AN APPLICATION AND ENTER INTO A
GRANT AGREEMENT WITH THE DEPARTMENT OF COMMUNITY AFFAIRS'
AMERICAN RESCUE PLAN FIREFIGHTER GRANT PROGRAM**

WHEREAS, the New Jersey Department of Community Affairs Division of Local Government Services has made grant funding available via the American Rescue Plan Firefighter Grant Program; and

WHEREAS, the Mayor and Council of the Borough of Allendale desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately \$75,000.00 to carry out a project to provide the Allendale Fire Department with proper fire protection, cleaning, and sanitization equipment;

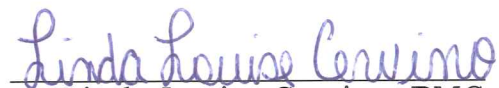
**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL
OF THE BOROUGH OF ALLENDALE:**

1. Hereby authorize the application for such a grant; and,
2. Recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Borough of Allendale and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on July 21, 2022.


Ari Bernstein, Mayor


Linda Louise Cervino, RMC
Municipal Clerk


**New Jersey Department of Community Affairs
APPLICATION FOR GRANT FUNDS**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge that:

- a. No grant funds awarded from State and/or Federal appropriations have been paid or will be paid, by or on behalf of the grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this, grant, loan, or cooperative agreement, the grantee shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This form can be found at the following website address: <http://www.hhs.gov/oagam/oam/opportunities/rfp0202/sf111.pdf>.
- c. The grantee shall require that the language of this compliance requirement (certification) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This requirement (certification) is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Agency Borough of Allendale	
Name and Title of Official Signing for Agency Ari Bernstein, Mayor	
Signature of Above Official 	Date Signed 7/21/2022


**New Jersey Department of Community Affairs
APPLICATION FOR GRANT FUNDS**

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In accordance to Federal Executive Order 12549, "Debarment and Suspension," the undersigned certifies, to the best of his or her knowledge that as an applicant, this agency or its key employees:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal Department or agency, or by the State of New Jersey;
- b. have not within a 3-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense, in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transportation; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. are not presently indicted or for otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- d. have not within 3-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default.

The applicant agrees that by submitting this application, it will obtain from all its subgrantees a certification that includes without modification paragraphs (a), (b), (c), (d), of this certification in accordance with Federal Executive Order 12549.

NAME OF AGENCY Borough of Allendale	
NAME AND TITLE OF OFFICIAL SIGNING FOR AGENCY Ari Bernstein, Mayor	
SIGNATURE OF ABOVE OFFICIAL 	DATE SIGNED 7/21/2022
<p>NOTE: The following document related to Debarment and Suspension as required by Federal regulations will be used as the basis for completion of this certification:</p> <p>List of <i>parties excluded</i> from Federal Procurement or Non-Procurement Programs. This document is distributed by U.S. General Services Administration, U.S. Printing Office, Washington, D.C. This document can be acquired from the Superintendent of Documents by calling (202) 783-3238.</p>	

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

DATE: 07/21/2022

RESOLUTION# 22-192

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**APPOINTMENT OF RADIO POLICE DISPATCHER, P/T, HOURLY –
TIFFANY THOMAS**

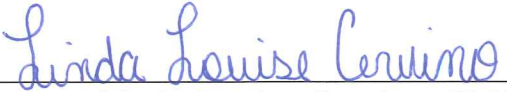
WHEREAS, a need exists to hire a Radio Police Dispatcher, P/T, hourly on a per diem basis; and

WHEREAS, Tiffany Thomas is qualified for the position, having previously served as a Radio Police Dispatcher, Full-Time; and

WHEREAS, the Allendale Police Department has recommended her hire.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Tiffany Thomas be hired for the Radio Police Dispatcher, P/T, hourly position in the Allendale Police Department on a per diem basis at the rate of \$18.00/hour effective July 22, 2022.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on July 21, 2022.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 07/21/2022

RESOLUTION# 22-193

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

Carried ☐ Defeated ☐ Tabled ☐

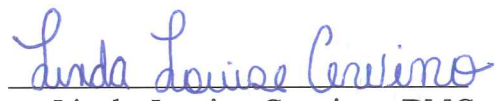
Approved on Consent Agenda ☒

**AUTHORIZATION FOR MUNICIPAL CLERK TO SIGN "TURN THE TOWNS
TEAL" PARTICIPATION LETTER – ALLENDALE WOMAN'S CLUB**

BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that the Borough Clerk is hereby authorized to sign the Letter of Participation for the Allendale Woman's Club to participate in the Turn The Towns Teal campaign in support of National Ovarian Cancer Month in September 2022; and

BE IT RESOLVED FURTHER that a Certification of Insurance and Hold Harmless Agreement will be obtained from the Allendale Woman's Club for the event.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on July 21, 2022.


Linda Louise Cervino, RMC



Turn The Towns Teal®

A National Awareness Campaign for Ovarian Cancer

Dear Administrator:

Turn The Towns Teal® is a National Campaign to create awareness of ovarian cancer, its subtle symptoms and risk factors. Our volunteers tie our ribbons (which are made in the USA!) primarily in town centers and providing stores, health clubs, spas, libraries, etc., with symptom cards and information pertaining to ovarian cancer. We do this in September, which is National Ovarian Cancer Awareness Month. The ribbons go up on or about September 1st and are taken down no later than September 30th.

There is **NO EARLY DETECTION TEST** for ovarian cancer which is why we **NEED** communities to be aware of the disease, its often subtle symptoms and risk factors. If detected in the early stages, the survival rate for ovarian cancer is 90 to 95%, which is why this awareness campaign is so very, very critical.

This will be our 16th year of raising awareness and saving women's lives. Please visit our website (www.turnthetownsteal.org) to see our campaign at work. Fifteen years ago, we had about 20 volunteers in New Jersey. Now, we have been represented in all 50 states, and thousands of women, men and children throughout the USA "Teal" their towns and private properties, as well as their homes.

Thanks to the support of towns & cities like yours, we KNOW for a fact that women's lives ARE being saved through this campaign!

Your signature on the bottom of this letter will indicate your permission for our campaign. **Kindly return the signed letter back to the volunteer whose name and contact information is below.** If you have any questions, please don't hesitate to email us at info@turnthetownsteal.org.

Most sincerely,

Jane MacNeil
President

Linda Louise Cervino, Municipal Clerk, Borough of Allendale, NJ
MAYOR/TOWN OFFICIAL TOWN/STATE

Please return the signed letter to the volunteer listed below.

She/he is responsible for the campaign in your town.

Marie Caliendo

mcaliendo@aol.com

VOLUNTEER NAME

CONTACT NUMBER/EMAIL

P.O. Box 65, Brookside, NJ 07926

(973) 543-2523

info@turnthetownsteal.org

www.turnthetownsteal.org

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

DATE: 07/21/2022

RESOLUTION# 22-194

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

Carried ☐ Defeated ☐ Tabled ☐


Approved on Consent Agenda ☒

APPROVAL OF JULY 21, 2022 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 July 21, 2022 in the amounts of:

Current Fund	\$4,538,619.64
Payroll Account	\$426,535.44
General Capital	\$39,313.65
Animal Fund	\$5.00
Grant Fund	\$0.00
COAH/Housing Trust	\$545.50
Improvement & Beautification	\$1,475.00
Unemployment Fund	\$0.00
Trust Fund	\$940.50
Water Operating	\$346,209.39
Water Capital	\$0.00
Total	\$5,353,644.12

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on July 21, 2022.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 07/21/2022

RESOLUTION# 22-195

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

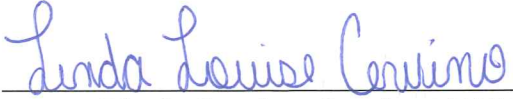
**APPOINTMENT OF FULL-TIME ADMINISTRATIVE ASSISTANT –
MUNICIPAL CLERK'S OFFICE – LINDA MCCLAUGHLIN**

WHEREAS, a need for a full-time Administrative Assistant in the Municipal Clerk's Office exists.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that **Linda McLaughlin** is hereby appointed as full-time Administrative Assistant in the Municipal Clerk's Office, effective August 1, 2022, at an annual salary of \$39,500.00; and

BE IT FURTHER RESOLVED that the Mayor, the Chief Financial Officer, Municipal Clerk 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 July 21, 2022.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 07/21/2022

RESOLUTION# 22-196

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

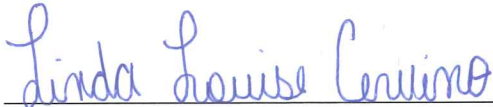
**APPOINTMENT OF FULL-TIME ADMINISTRATIVE ASSISTANT FOR THE
DEPARTMENT OF PUBLIC WORKS/MUNICIPAL CLERK'S OFFICE –
KERRI NIOSI**

WHEREAS, a need for a full-time employee as both an Administrative Assistant for the Department of Public Works and the Municipal Clerk's office exists.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that **Kerri Niosi** is hereby appointed as full-time Administrative Assistant for the Department of Public Works and the Municipal Clerk's office, effective August 1, 2022, at an annual salary of \$38,000.00; and

BE IT FURTHER RESOLVED that the Mayor, the Chief Financial Officer, Municipal Clerk 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 July 21, 2022.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 07/21/2022

RESOLUTION# 22-197

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**REDEMPTION OF TAX TITLE LIEN # 17-00002
July 28, 2022**

WHEREAS, Gina Wittmaack, Tax Collector of the Borough of Allendale has been paid the necessary amount to redeem Tax Sale Certificate #17-00002, in the amount of \$118,628.15; and,

WHEREAS, Clemente Enterprises LLC holds Tax Sale Certificate #17-00002; and,

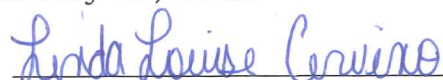
WHEREAS, Tax Sale Certificate #17-00002, for Block 1707 Lot 5 (104 Park Avenue) has been declared to be redeemed in full by the Tax Collector of the Borough of Allendale.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that the Chief Financial Officer be and is hereby authorized to issue checks in the amount of \$118,628.15 from the Current Fund and \$48,500 from the Trust Account to:

Clemente Enterprises LLC
PO Box 141
Wyckoff, NJ 07481

BE IT FURTHER RESOLVED, that the Tax Collector be and is hereby authorized to cancel said Tax Sale Certificate #17-00002, Block 1707 Lot 5 from the record.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on July 21, 2022.



Linda Louise Cervino, RMC
Municipal Clerk