

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

DATE: 08/18/2022

RESOLUTION# 22-198

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

Carried ☒ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

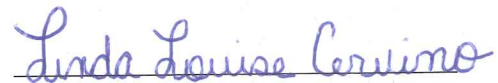
AUTHORIZATION TO ENTER INTO CLOSED EXECUTIVE SESSION

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

- A. Attorney-Client Privilege
1. Contract Negotiations - Allendale Senior Housing

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 18, 2022.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 08/18/2022

RESOLUTION# 22-199

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 PLUMBING SUBCODE OFFICIAL

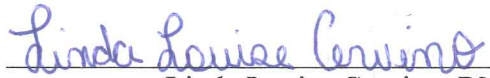
WHEREAS, David Nizborski was appointed Acting Plumbing Subcode Official by the Governing Body on August 9, 2018 by Resolution 18-202; and

WHEREAS, said appointment expires on September 30, 2022;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body that it does hereby re-appoint David Nizborski as Plumbing Subcode Official.

BE IT FURTHER RESOLVED, that the appointment is effective as of October 1, 2022 and shall expire on September 30, 2026.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 18, 2022.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 08/18/2022

RESOLUTION# 22-200

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**REVIEW AND CERTIFICATION OF ANNUAL REPORT OF AUDIT FOR THE
FISCAL YEAR ENDING DECEMBER 31, 2021**

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

WHEREAS, the Annual Report of Audit for the year 2021 has been filed by a Registered Municipal Accountant with the Municipal Clerk as per the requirements of N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and,

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

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

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

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

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

DATE: 08/18/2022

RESOLUTION# 22-200

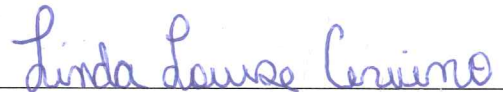
WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and,

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

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

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 18, 2022.



Linda Louise Cervino, RMC
Municipal Clerk

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

STATE OF NEW JERSEY
COUNTY OF BERGEN COUNTY

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

1. We are duly elected members of the Mayor and Council of the Borough of Allendale in the county of Bergen;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2021;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

(L.S.) <u>Elyzabeth Offman</u>	(L.S.) <u>Amber Mulvaney</u>
(L.S.) <u>Edward O Connell</u>	(L.S.) <u>Joe Burt</u>
(L.S.) <u>[Signature]</u>	(L.S.) _____
(L.S.) <u>Dyanne Longolo</u>	(L.S.) _____
(L.S.) _____	(L.S.) _____

Sworn to and subscribed before me this

18th day of August 2022

waiting for
Councilman Sasso
Signature

Notary Public of New Jersey

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

Linda Louise Cervino
Linda Louise Cervino, RMC
Municipal Clerk

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

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

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

DATE: 08/18/2022

RESOLUTION# 22-201

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

RESOLUTION MODIFYING 2022 DIRECTOR OF OPERATIONS SALARY

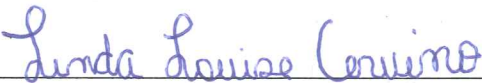
WHEREAS, the Borough of Allendale (the "Borough") has heretofore adopted its 2022 Salary Resolution; and

WHEREAS, the Borough wishes to modify the same so as to reflect that the salary of the Director of Operations shall be \$156,568.00 per year effective January 1, 2022; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that the salary of the Director of Operations shall be \$156,568.00 per year effective January 1, 2022; and

BE IT FURTHER RESOLVED THAT that the Mayor, Borough Clerk, Borough Attorney, and Chief Financial Officer are authorized to take all appropriate steps 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 August 18, 2022.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 08/18/2022

RESOLUTION# 22-202

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**RESOLUTION MODIFYING 2022
ADMINISTRATIVE OFFICER SALARY**

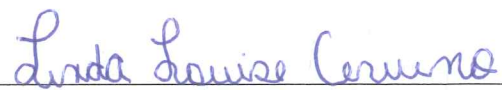
WHEREAS, the Borough of Allendale (the "Borough") has heretofore adopted its 2022 Salary Resolution; and

WHEREAS, the Borough wishes to modify the same so as to reflect that the salary of the Administrative Officer shall be \$5,000.00 per year effective January 1, 2022; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that the salary of the Administrative Officer be modified to \$5,000.00 per year effective January 1, 2022; and

BE IT FURTHER RESOLVED THAT that the Mayor, Borough Clerk, Borough Attorney, and Chief Financial Officer are authorized to take all appropriate steps 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 August 18, 2022.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 08/18/2022

RESOLUTION# 22-203

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**A RESOLUTION OF THE BOROUGH OF ALLENDALE, COUNTY OF BERGEN,
STATE OF NEW JERSEY ESTABLISHING AND APPOINTING A LOCAL
EMERGENCY PLANNING COMMITTEE (LEPC) FOR A ONE-YEAR TERM**

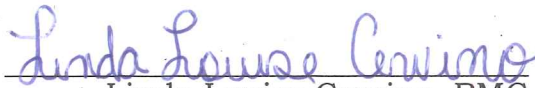
NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Allendale that it hereby authorizes and establishes a "Local Emergency Planning Committee" (LEPC) pursuant to the New Jersey Emergency and Temporary Acts Section App.A:9-41, which requires the establishment of "Local Emergency Management Councils."

BE IT FURTHER RESOLVED that the LEMC shall assist the Borough in establishing the various local agencies needed to meet the requirements of all Local Emergency Management activities in accordance with the rules and regulations established by the Governor of the State of New Jersey in pursuance of the provisions of this act; and

BE IT FURTHER RESOLVED that it hereby appoints the following individuals to the Local Emergency Planning Committee (LEPC):

1. Kevin Montanye - CERT Coordinator.
2. Michael T. Dillon - Emergency Management Coordinator/ LEPC Chairperson
3. Terrence Lawler - Deputy EMC
4. Michael Limatola - Deputy EMC
5. Robert Policht - Fire Chief
6. Daryl D'Amore-Bottaro - EMS Chief
7. Mayor Ari Bernstein - Mayor, Borough of Allendale
8. Ron Kistner - Director of Operations
9. Matthew O'Toole - Councilperson/Public Safety Chair
10. Edward O'Connell - Councilperson/Co-Chair/Public Safety Committee
11. Maria Engeleit - School Safety Specialist, Allendale Public Schools
12. Michael Koth - Vice Principal, Northern Highlands Regional High School
13. Shari Depalma - Special Needs & Senior Housing (Crescent/Orchard Commons & Cebak Court)
14. Nadine Benoit - Board of Health
15. Claudia Sanchez - Allendale Chamber of Commerce

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 18, 2022.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 08/18/2022

RESOLUTION# 22-204

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 2022/2023 CONTRACT FOR TWO CLASS III SPECIAL LAW
ENFORCEMENT OFFICERS AT NORTHERN HIGHLANDS HIGH SCHOOL**

WHEREAS, the Mayor and Council of the Borough of Allendale ("Allendale") has determined that it is in the best interests of Allendale, Northern Highlands Regional Board of Education ("Board"), and the community at large, to provide for the appointment of two (2) Class III Special Law Enforcement Officers ("SLEOs") at Northern Highlands Regional High School for the 2022/2023 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 SLEOs for the 2022/2023 school year and wish to memorialize same; and

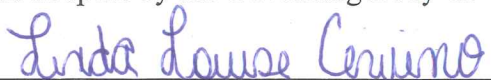
WHEREAS, Board has advised Allendale that it has sufficient funding to provide for the establishment of such positions in accordance with the written agreement referenced herein, subject to subsequent authorization and appointment by Allendale; and

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

NOW THEREFORE BE IT RESOLVED by the Governing Body of the Borough of Allendale that it authorizes and approves a contract with the Northern Highlands Regional Board of Education for two (2) Class III Special Law Enforcement Officers at Northern Highlands Regional High School for the 2022/2023 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 Acting 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 August 18, 2022.


Linda Louise Cervino, RMC
Municipal Clerk

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

BY AND BETWEEN
THE BOROUGH OF ALLENDALE

AND
NORTHERN HIGHLANDS REGIONAL HIGH SCHOOL DISTRICT

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

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

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

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

- 1) Rate of pay. The rate of pay paid by the Borough for the SLEO III shall be \$31.00 per hour. Such rate of pay shall be reimbursed by the District to the Borough, along with all other costs, as set forth in Paragraph 3 below.
- 2) Classification of SLEO III. The SLEO III shall be classified as an hourly part-time, "at will" employee of the Borough, who is not entitled to pension, health or other benefits from either the Borough or the District. Such officer shall serve at the pleasure of the Borough, and nothing herein is intended to create any contractual right to employment by a SLEO III. Nothing herein is intended to, nor shall it, create any employment relationship between the District and the SLEO III.

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

3) Reimbursement/Payment requirements.

- a. The District agrees to reimburse the Borough for all costs related to the Borough's hiring, training, outfitting and employment of the SLEO III, which shall include, but is not limited to the following:
 - i. Wages and associated payroll costs for the hours worked by the SLEO III;
 - ii. All costs associated with the hiring and equipping of the SLEO III including uniforms, bulletproof vests, Police Department issued equipment, training hours and any other additional costs associated with the employment, training and outfitting of the SLEO III.
 - iii. All pre-employment and post-employment medical and physiological examination costs.
 - iv. Any mandated police training courses, costs associated with attending the same, costs for in house police training mandated by the Attorney General Guidelines, costs of qualifying ammunition, and the costs of any required classes mandated by the Police Training Commission
- b. The SLEO III assigned to Northern Highlands Regional High School will turn over time cards signed by the school designee to the Allendale Police Department for processing on a bi-monthly basis.
- c. The Borough shall bill the District for wages and associated payroll costs set forth herein on a semiannual basis in July and January. For the School year 2022-2023, the Borough shall waive the right to any reimbursement of administrative oversight fees.
- d. The District shall reimburse the Borough for all other allowable costs set forth herein as incurred and billed to be paid within thirty (30) days of receipt of a completed invoice from the Borough.


- 4) Vetting of officers. The vetting process for the SLEO III hired by the Borough and assigned to Northern Highlands Regional High School will be agreed upon by both the Borough and the District prior to appointment of the SLEO III. The Chief of Police shall confer with the District Superintendent during the hiring process. No special law enforcement officer shall be appointed if he/she is not deemed acceptable by the District Superintendent. The Borough will appoint special law enforcement officers sufficient to perform the duties and responsibilities permitted by and in accordance with law. The SLEO III assigned to Northern Highlands Regional High School shall be under the supervision and direction of the Chief of Police. In the event that the District Superintendent determines that the SLEO III hired by the Borough and assigned to Northern Highlands Regional High School is not performing the duties to the satisfaction of the Superintendent, or engages in misconduct, the Borough, upon written notice from the Superintendent to the Borough, agrees to institute appropriate procedures to effectuate discipline, which can include up to termination of the SLEO III for cause.

- 5) Policies and procedures. The SLEO III shall be subject to the Rules and Regulations of the Police Department. The Police Department will consult with the District Superintendent regarding any additional policies and procedures governing the use of the SLEO III, but the Borough shall maintain, in its sole discretion, the sole authority as to the adoption of such policies.
- 6) Assignment and duties. Assignment and daily duties at Northern Highlands Regional High School will be determined by the District Superintendent or his/her designee in accordance with the established Police Department Policies and Procedures and State Law, and in accordance with the terms of this Agreement. The SLEO III shall only serve during school hours, while school is in session, or such events when the school is occupied by students, subject to any required training days.
- 7) Training. Police training for the SLEO III will be scheduled and administered by the Police Department consistent with current policy. All training shall be conducted in consultation with the District to ensure school security is not compromised.
- 8) Uniforms and equipment. The SLEO III will be armed with Police Department service weapons and shall wear uniforms with SLEO III patches as required by State Law. Use of any department issued service weapon shall only be used in accordance with N.J.S.A. 40A:14-146.14
- 9) Insurance. The Borough will name the District an additional insured on its insurance policy with respect to the performance of the SLEO III's work in the District, and will provide the District with proof of having named the District as an additional insured.
- 10) Term of agreement. This Agreement shall be deemed effective as of the start of the 2022-2023 School Year and shall remain in effect until the end of the 2022-2023 School Year. However, nothing herein shall be deemed to exclude from reimbursement under Paragraph 3 any training days ordered by the Borough's Chief of Police. This Agreement may be revoked prior to its expiration, by either the District or the Borough, upon thirty (30) days' written notice.
- 11) Modifications in Writing. Modifications or the waiver of any provisions of this Agreement shall in no event be effective unless the same shall be in writing and signed by the parties hereto, and then such modification or waiver shall be effective only in the specific instance and for the specific purpose for which given.
- 12) Failure to Exercise Rights. Neither any failure nor any delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege.
- 13) Assignment. There shall be no assignment of this Agreement by any party hereto.
- 14) Captions. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.

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

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

WITNESS



Linda L. Cervino
Borough Clerk

BOROUGH OF ALLENDALE



Ari Bernstein
Mayor

WITNESS

Sue Anne Mather
Business Administrator

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

Dr. Scot Beckerman
Superintendent

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

DATE: 08/18/2022

RESOLUTION# 22-205

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

Carried ☐ Defeated ☐ Tabled ☐

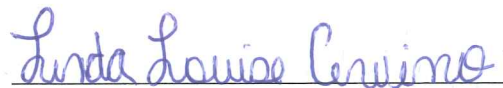
Approved on Consent Agenda ☒

**AUTHORIZE HIRE OF TWO CLASS THREE SPECIAL LAW ENFORCEMENT
OFFICERS (SLEO III) – WILLIAM WRIGHT & DANIEL KELLOGG**

BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, upon recommendation of the Chief of Police and Public Safety Committee that William Wright, effective September 6, 2022 and Daniel Kellogg, effective November 16, 2022, are hereby appointed as Class III Special Law Enforcement Officers (SLEO III) of the Allendale Police Department, assigned to the Northern Highlands Regional High School at the salary of \$31 per hour.

BE IT FURTHER RESOLVED that the Borough of Allendale is to be reimbursed by Northern Highlands Regional High School District for all costs related to the Borough's hiring, training, outfitting and employment of SLEO III William Wright and SLEO III Daniel Kellogg, in accordance with terms outlined in a written agreement approved by the Governing Body of the Borough of Allendale via Resolution #22-204 on August 18, 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 August 18, 2022.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 08/18/2022

RESOLUTION# 22-206

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 MONAGLE, WILLIAM & DEBRAH V.
BOROUGH OF ALLENDALE TAX APPEAL SETTLEMENT**

WHEREAS, the taxpayer, William and Debrah Monagle, appealed the assessment levied on Block 1401, Lot 8 for the tax years 2019, 2020 and 2022; and

WHEREAS, the subject property is located at 244 Schuyler Road; and

WHEREAS, the Plaintiff was represented by an Attorney in this matter; and

WHEREAS, the Borough Tax Assessor and Borough Tax Expert have approved and recommend that the appeal be settled as follows: the 2019 and 2020 appeals will be withdrawn and the 2022 Assessed Value will be reduced from \$1,027,700 to \$976,000; and


WHEREAS, there are sufficient funds available in the reserve for tax appeals account to satisfy the 2022 tax refund, if any; and

WHEREAS, the assessor is of the opinion that the valuation of the subject property is consistent with true value of the property.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that:

The proposed settlement for the tax appeals encaptioned Monagle, William & Debrah v. Borough of Allendale as hereinbefore set forth is approved and the Borough Tax Attorney or a member of his firm is authorized to execute all documents necessary to effectuate its terms.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 18, 2022.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 08/18/2022

RESOLUTION# 22-207

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

Carried ☐ Defeated ☐ Tabled ☐

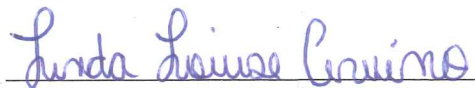
Approved on Consent Agenda ☒

**AUTHORIZATION OF REFUNDS FOR 2020 TAX OVERPAYMENTS –
STATE BOARD JUDGMENTS**

BE IT RESOLVED by the Council of the Borough of Allendale that the Tax Collector is hereby authorized to issue the following overpayment check due to State Board Judgment for the tax year 2020.

Block/Lot	Name	Property Location	Amount
1201.01/9	Zrebiec, Matthew J & Kristen c/o Garibaldi & Garibaldi LLC 266 Harristown Road Glen Rock, NJ 07452	191 MacIntyre Lane	\$ 475.36
1203/8.02	Amin, Chirag & Patel, Dipa c/o Garibaldi & Garibaldi LLC 266 Harristown Road Glen Rock, NJ 07452	81 Valley Road	\$1,018.29

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 18, 2022.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 08/18/2022

RESOLUTION# 22-208

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 ADOPTION OF AND
AMENDMENT TO ALLENDALE POLICE
DEPARTMENT RULES AND REGULATIONS**

WHEREAS, pursuant to N.J.S.A. 40A:14-118, Borough Code § 26-23, and Borough Code § 26-30.1, the Mayor and Council of the Borough of Allendale are the Appropriate Authority designated and authorized to adopt and amend the rules and regulations for the government of the Allendale Police Department (the "Rules and Regulations") and the employees thereof; and

WHEREAS, the Borough's Chief of Police and Public Safety Committee have recommended an amendment to the Rules and Regulations as set forth herein; and

WHEREAS, the Borough's Mayor and Council as the Appropriate Authority, have determined such amendment to be appropriate and necessary for the governance of the Allendale Police Department, and desire by this resolution, to authorize such amendment;

NOW, THEREFORE, BE IT RESOLVED, by the Borough's Mayor and Council, that the amendment to the entirety of Section B of the Paragraph entitled "Selection Process" in Volume 2, Chapter 17 of the Allendale Police Department Standard Operating Procedures as set forth as follows, is hereby approved and adopted, effective immediately.

- B. (i) In the case of a selection process that only considers PTC certified officers, those candidates shall be a current PTC certified officer, or an Alternate Route graduate, or graduating Alternate Route candidate(s), or a Special Class II, waiver eligible. The requirements in sections C(1) (Written Examination) and C(2) (Physical Examination) of the selection process may be waived at the discretion of the Chief of Police. Candidates shall only participate in the rest of the process as outlined in this policy. The selection of certified officers shall be a separate hiring process and shall not be done to circumvent an existing list of candidates. This process shall begin with the submission of a resume for review by the Chief of Police and continue as listed in this policy.

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

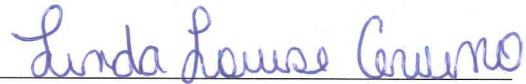
DATE: 08/18/2022

RESOLUTION# 22-208

- (ii) In the case of a selection process that only considers police telecommunicators presently employed by the Borough, such candidates shall have been so employed by the Borough as a police telecommunicator for a period of not less than six (6) months. The requirements for such candidates in section C(1) (Written Examination) and section C(3) (Agency Oral Interview) may be waived at the discretion of the Chief of Police, and such candidates shall only participate in the rest of the process as outlined in the policy. The selection of police telecommunicators shall be a separate hiring process and shall not be done to circumvent an existing list of candidates. This process shall begin with the submission of a resume for review by the Chief of Police and continued as listed in this policy.

AND BE IT FURTHER RESOLVED that, except as set forth hereinabove, all other provisions of Volume 2, Chapter 17 of the Allendale Police Department Standard Operating Procedures shall remain in full force and effect.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 18, 2022.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 08/18/2022

RESOLUTION# 22-209

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**A RESOLUTION AUTHORIZING APPOINTMENT OF MUNICIPAL
REPRESENTATIVES TO BERGEN COUNTY COMMUNITY
DEVELOPMENT REGIONAL COMMITTEE**

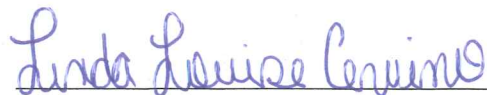
WHEREAS, the Borough of Allendale has entered into a three-year Cooperative Agreement with the County of Bergen as provided under the Interlocal Services Act N.J.S.A. 40A:65-1 et seq. and Title 1 of the Housing and Community Development Act of 1974; and

WHEREAS, said Agreement requires that the Municipal Council to appoint a representative and alternate and that the Mayor appoint a representative and alternate for the FY 2022-2023 term starting July 1, 2022 and ending on June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council hereby appoints Councilwoman Amy Wilczynski as its representative and Councilman Matthew O'Toole as its alternate and that the Mayor hereby appoints Ron Kistner as his representative and Linda Louise Cervino as his alternate to serve on the Community Development Regional Committee for FY 2022-2023; and

BE IT FURTHER RESOLVED that an original, certified copy of this resolution be immediately emailed and sent via postage to Robert G. Esposito, Director; Bergen County Division of Community Development; One Bergen County Plaza, Fourth Floor; Hackensack, New Jersey 07601 | resposito@co.bergen.nj.us **as soon as possible and no later than Friday, August 12, 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 August 18, 2022.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 08/18/2022

RESOLUTION# 22-210

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 2022-2024 SNOW PLOWING AGREEMENT

WHEREAS, there is a need for snow plowing on the County roads in the Borough of Allendale, and

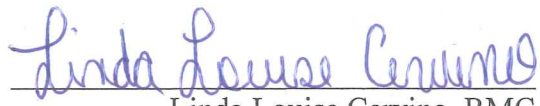
WHEREAS, the County of Bergen has available such services as are needed; and

WHEREAS, the Borough of Allendale has agreed to provide these services at a rate of \$115.00 per hour.

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 contract between the Borough of Allendale and the County of Bergen for snow plowing; and

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 18, 2022.


Linda Louise Cervino, RMC
Municipal Clerk

COUNTY OF BERGEN – SHARED SERVICES AGREEMENT – SNOW PLOWING/SALTING

THIS AGREEMENT made on the _____ day of _____, 2022 by and between the COUNTY OF BERGEN, a body politic and corporate of the STATE OF NEW JERSEY, acting by and through the Director of Public Works, hereinafter referred to as the "County" and Borough of Allendale, a municipal corporation of the STATE OF NEW JERSEY, herein referred to as the "MUNICIPALITY."

WHEREAS, the Board of Chosen Freeholders of the County of Bergen, is authorized by N.J.S.A. 27:16-33, to cause snow to be plowed from the County owned or County controlled roads; and

WHEREAS, it is the desired plan of the County to employ the services of the Municipality for snow plow operations and salting on county roads located within the Municipality for a period of two snow seasons.

NOW, THEREFORE, for the consideration hereinafter stated, the parties hereto agree as follows:

(1) The Municipality agrees that it will furnish the necessary equipment and personnel required to perform snow plowing operations on County roads located within the Municipality for the two winter seasons commencing October 1, 2022, and ending April 30, 2024.

(2) The Municipality, through the Superintendent of Public Works or designated official, will have complete supervision of snow plow operations. The Municipality agrees it will commence plowing of County roads simultaneously with operation on municipal streets once snow reaches a minimum depth of two (2) inches, and it appears that snowfall will continue. The Municipality agrees to keep the County Snow Control informed of the progress of the snow plowing operations.

(3) The Municipality agrees that it shall defend and save the County of Bergen harmless from any and all claims that may be filed either in equity or law, arising from the performance of this Agreement, and that it shall secure and maintain throughout the duration of this Contract, comprehensive Automobile Liability insurance in an amount not less than \$1,000,000 CSL (combined single limit) and general liability insurance in an amount not less than \$1,000,000 per occurrence and Umbrella Excess Liability Insurance in an amount not less than \$4,000,000 per occurrence. The Municipality further agrees that the County of Bergen shall be provided a Certificate of Insurance naming the county of Bergen as an additional insured with respect to services performed under this Contract, and evidencing the minimum limits of insurance coverage set forth in this agreement

(4) The County will compensate the Municipality for conducting said snow plow operations at a rate of one hundred and fifteen dollars (\$115) per hour of active plowing. The County will not be required to pay for standby time. To receive prompt payment, Municipality agrees to submit County of Bergen Direct Vouchers and/or invoice on municipal letterhead within five (5) days after completion of snow plowing of each storm. Municipality understands and agrees that the county will not pay vouchers submitted more than thirty days after the storm. The County may audit the Municipality's records to confirm the information set forth in the Voucher and the payment due to Municipality for each storm.

(5) The County will, during the term of this agreement, continue to provide the Municipality with salt consistent with past practice, sufficient to allow the Municipality to salt the County roads in the same manner whenever weather conditions are such that the Municipality salts its municipal streets.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement in the manner provided by laws, the day and year after above written.

Borough of Allendale
(Name of Municipality)
BY: [Signature]
(Signature)
Title: Mayer
Date: 8/22/2022
Attest: Linda Louise Conliffe
Municipal Clerk

COUNTY OF BERGEN

BY: _____
James J. Tedesco III, County Executive, or
Thomas Duch, County Administrator
DATE: _____
Attest: _____

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

DATE: 08/18/2022

RESOLUTION# 22-211

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

Carried ☐ Defeated ☐ Tabled ☐

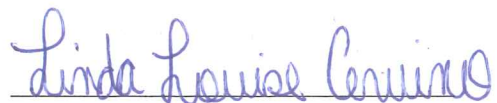
Approved on Consent Agenda ☒

APPROVAL OF AUGUST 18, 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 August 18, 2022 in the amounts of:

Bill List Numbers	August 18, 2022
Current Fund	\$2,750,852.40
Payroll Account	\$455,413.68
General Capital	\$95,373.12
Animal Fund	\$15.60
Grant Fund	\$0.00
COAH/Housing Trust	\$0.00
Improvement & Beautification	\$1,100.00
Unemployment Fund	\$0.00
Trust Fund	\$71,607.54
Water Operating	\$146,371.72
Water Capital	\$0.00
Total	\$3,520,734.06

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 18, 2022.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 08/18/2022

RESOLUTION# 22-212

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**GRANTEE AUTHORIZING RESOLUTION
COUNTY OF BERGEN 2020 OPEN SPACE TRUST FUND –
REPURPOSE GRANT CONTRACT 2100024**

BE IT RESOLVED, that the Mayor and Council of the Borough of Allendale wish to enter into a Bergen County Trust Fund Project Contract (“Contract”) with the County of Bergen for the purpose of using a \$75,000 matching grant award from the 2020 Funding Round of the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund (“Trust Fund”) for the municipal park project entitled Crestwood Lake Playground Improvements located in Crestwood Lake, 300 West Crescent Avenue, Allendale, New Jersey 07401, Block 1003, Lot 6 on the tax maps of the Borough of Allendale;

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorize Ari Bernstein to be a signatory to the aforesaid Contract; and,

BE IT FURTHER RESOLVED, that the Mayor and Council hereby acknowledge that, in general, the use of this Trust Fund grant towards this approved park project must be completed by or about July 6, 2024; and,

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

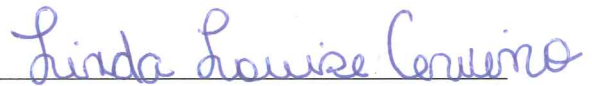
**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 08/18/2022

RESOLUTION# 22-212

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 18, 2022.



Linda Louise Cervino, RMC
Municipal Clerk

COUNTY OF BERGEN

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

2020 MUNICIPAL PROGRAM
PARK IMPROVEMENT PROGRAM

GRANTEE: Borough of Allendale

PROJECT: Crestwood Lake Playground

TERM OF CONTRACT: July 6, 2022 – July 6, 2024

CONTRACT NUMBER: 2100024

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

GRANT AWARD: \$75,000

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

2020 MUNICIPAL PARK IMPROVEMENT PROGRAM

Project Name: Crestwood Lake Playground

Name of Park Project Site: Crestwood Lake

Street Address: 300 West Crescent Avenue

Block(s): 1003

Lot(s): 6

Municipality: Allendale

Project Contact Person: Ron Kistner

Title: Administrative Officer

Telephone: 201-870-5170

E-Mail Address: ronkistner@allendalenj.gov

Grant Award: \$ 75,000

Proposed Project Budget as Per Approved Trust Fund Application: \$ 325,000

Project Description: Playground improvements

Project Work Elements Listed Below:

- 1 Poured-in-place rubberized surface
- 2 Perimeter fencing
- 3 Installation of ADA compliant playground structures
- 4 Vegetation planting
- 5 Aesthetic landscaping features
- 6
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This Grant Contract, made on July 6, 2022 by and between

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

and

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

WITNESSETH:

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

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

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

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

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

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

1. **Approved Project** (the “Project”). The **Crestwood Lake Playground** project must be completed in accordance with the terms of this Contract, the 2020 application, the Project Description (contained herein) approved by the Division and/or as set forth in any approved Revised Project Description and/or Revised Budget.
2. **Award.** Board of County Commissioners No. **625-22** adopted on **July 6, 2022**, (Attachment “A”) approved a Trust Fund award of **\$75,000 Dollars**, toward the Grantee’s proposed Project Budget as submitted in its Trust Fund Municipal Program Application and/or set forth in any approved supplemental materials.
3. **Timelines.**
 - a. Expiration of Grant. This Grant will expire on **July 6, 2024**. Request for reimbursement payment must be submitted by the Grantee to the Division thirty (30) days prior to the expiration date. Any request for an extension of this performance period must be submitted in writing to the Division. There shall be no obligation on the part of the Division and/or the Grantor to renew or extend the time period.
 - b. Close Out Documentation. At least thirty (30) days prior to the requested release of the grant reimbursement payment, the Grantee shall furnish and deliver, in the manner requested by the Division, all necessary documentation to close out the project, including but not limited to:
 - i. Municipal Park Improvement Payment Form.
 - ii. Post-Construction Engineering Certification by Municipal Engineer or Architect.
 - iii. Digital Photographs
4. **Funding.**
 - a. Application of Proceeds. Trust Fund payments shall only be used for the purposes described in the Grantee’s Application, Approved Project Description and Budget and/or as set forth in any Revised Project Description and/or Revised Budget approved by the Division; and shall not be used for any ineligible activities.
 - b. Matching Funds.
 - i. The Grantee is responsible for providing all matching funds as shown in the approved Project Budget or Revised Project Budget. Matching funds may consist of money by any person, municipality, state of New Jersey, or the federal government.

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

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

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

5. Procedure for Payment.

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

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

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

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

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

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

6. Project Schedule & Documentation.

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

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

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

7. Change in Approved Project Elements.

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

8. Termination and Suspension.

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

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

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

9. Post Project Requirements and Long – Term Obligations.

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

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

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

10. Project Administration.

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

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

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

11. Financial Records and Auditing Requirements.

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

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

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

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

13. Breach, Default or Violation.

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

c. Enforcements, Filings, Etc.

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

14. Notices.

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

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

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

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

15. Representations. The Grantee represents that:

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

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

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

16. Miscellaneous.

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

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

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

ACCEPTED AND AGREED:

Borough of Allendale
(GRANTEE)



By:

Mayor

Title:

Linda Louise Cerullo, EMC
(Secretary to the Board/Governmental Clerk)

8/18/2027
Date

ATTEST: (Affix Seal)

COUNTERSIGNED:

County of Bergen

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

Date

SCHEDULE OF ATTACHMENTS

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



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 625-22

Agenda: 7/6/2022

Parks

Meeting Date: 7/6/2022

Purpose: Approve Allendale to Change its 2020 Trust Fund Improvement Project

Dollar Amount: \$75,000.00 NOT TO EXCEED

Account No.: 03-200-56-130-910-00 TRUST

Contract No.: 2100024

Vendor No.: 6445

Name: Borough of Allendale

Address: 500 West Crescent Avenue, Allendale, NJ 07401

Prepared By: JGK/as

Sponsored by County Commissioner Tanelli, seconded by Vice Chairman Sullivan, and passed by the following vote:

Yes: 7 - Chairwoman Silna Zur, Vice Chairman Sullivan, Chairwoman Pro Tempore Voss,
County Commissioner Amoroso, County Commissioner Hache Sr., County
Commissioner Ortiz, and County Commissioner Tanelli

I, Lara Rodriguez, Clerk, Board of County Commissioners, certify that this is a true copy of Resolution No. 625-22, passed by the BOARD OF COUNTY COMMISSIONERS on 7/6/2022.

Attest: _____



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 625-22

Agenda: 7/6/2022

BERGEN COUNTY BOARD OF COUNTY COMMISSIONERS RESOLUTION

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

WHEREAS, the Board of County Commissioners reviews and approves the annual project list and its associated funding;

WHEREAS, the Board of County Commissioners passed Resolution No. 091-21 adopted on February 16, 2021 attached, which granted final approval to the 2020 Trust Fund project funding recommendations;

WHEREAS, the Borough of Allendale was granted final approval of a 2020 Trust Fund grant in the amount of \$75,000.00 for Crestwood Park: Improvement and Completion of Cross-Country Trail Circuit;

WHEREAS, the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund's "Municipal Park Improvement Program Rules & Procedures Manual" permits a change in the project scope or repurpose; and

WHEREAS, the Borough of Allendale has complied with the requirements of the County's "Municipal Park Improvement Program Rules & Procedures Manual" including but not limited to the submission of a written request to change the nature and location of the project and has conducted a municipal public hearing and submitted a municipal resolution endorsing the change; and

WHEREAS, the Borough of Allendale has indicated that its desire to complete said original park improvements has changed and is requesting an amendment to its project contract to reflect a new project entitled the Crestwood Lake Playground project, in accordance with the attached Borough of Allendale Resolution No. 21-197, dated August 26, 2021;

WHEREAS, the Division of Land Management has reviewed the Borough of Allendale's request and recommends its Trust Fund Project Contract be amended as requested;

WHEREAS, the same terms and conditions as contained in the original Trust Fund Project Contract are still in effect; and,

WHEREAS, the original Trust Fund grant award of \$75,000.00 will remain unchanged.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners hereby approves the recommendation of the Division of Land Management to change the Borough of Allendale's 2020 Trust Fund park improvement project as per the Borough's request;

BE IT FURTHER RESOLVED, that the County Executive be and is hereby authorized to enter into a Trust Fund Grant Contract Agreement or Amendment for the purposes aforesaid, and any additional documents necessary, in such form to be approved by the Office of County Counsel.

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

DATE: 08/26/2021

RESOLUTION# 21-197

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

Carried ☒ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**MUNICIPAL ENDORSING RESOLUTION FOR BERGEN COUNTY OPEN
SPACE CHANGE OF SCOPE GRANT APPLICATION**

WHEREAS, the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund (the "County Trust Fund"), provides matching grants to municipal governments for assistance in the development or redevelopment of municipal recreation facilities; and

WHEREAS, the Borough of Allendale (the "Borough") had received a 2020 Trust Fund matching grant award of \$75,000 which was approved via County of Bergen Board of Commissioners Resolution No. 091-21, dated February 16, 2021, for its "Crestwood Park: Improvement & Completion of Cross-Country Trail Circuit" project (Project Contract No. 2100024); and

WHEREAS, the Crestwood Park Trail Project was to include restoring, enhancing and completing a cross country trail circuit at Crestwood Park, located at 300 W. Crescent Avenue, Block 1003, Lot 6; and

WHEREAS, the Borough desires to transfer its 2020 Trust Fund Municipal Program grant award to the Crestwood Park Playground Area Improvement project; and

WHEREAS, the governing body has reviewed the County Trust Fund Program Statement, and the Trust Fund Municipal Program Park Improvement application and instructions and desires to make such a request for use of its grant and provide application information and furnish such documents as may be required; and

WHEREAS, as part of such request, the governing body received public comments on the proposed transfer and use of its 2020 Trust Fund Municipal program grant award on August 26, 2021; and

WHEREAS, the County of Bergen shall determine whether the proposed request and use of the 2020 Trust Fund grant award are complete and in conformance with the scope and intent of the County Trust Fund; and,

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

DATE: 08/26/2021

RESOLUTION# 21-197

WHEREAS, the Borough is willing to use the County Trust Fund grant in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the County of Bergen for the approved project and ensure its completion on or about the project contract expiration date of February 16, 2023; and

NOW, THEREFORE, BE IS RESOLVED by the Mayor and Council of the Borough of Allendale:

1. That it is hereby authorized to withdraw its 2020 Crestwood Park: Improvement & Completion of Cross-Country Trail Circuit project application to the County; and,
2. That it will submit a certified copy of this resolution along with its written request to the County Trust Fund to withdraw its 2020 project and to apply its 2020 Trust Fund grant award towards the Crestwood Park Playground Area Improvement project; and
3. That it has, or will secure, the balance of funding necessary to complete the Crestwood Park Playground Area Improvement project, or modify the project as necessary; and,
4. That it is committed to providing a dollar for dollar cash match for the Crestwood Park Playground Area Improvement project; and,
5. That only those park improvements identified and approved in its Crestwood Park Playground Area Improvement project application, its Trust Fund contract, or other documentation will be considered eligible for reimbursement.
6. That it agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and,
7. That this resolution shall take effect immediately.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on August 26, 2021.



Michelle Ryan
Acting Municipal Clerk

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

DATE: 06/11/2020

RESOLUTION# 20-141

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

**AUTHORIZING SUBMISSION OF A 2020 BERGEN COUNTY OPEN SPACE TRUST
FUND MUNICIPAL PARK IMPROVEMENT GRANT APPLICATION**

WHEREAS, the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund ("County Trust Fund"), provides matching grants to municipal governments and to nonprofit organizations for assistance in the development or redevelopment of outdoor municipal recreation facilities; and,

WHEREAS, the Borough of Allendale desires to further the public interest by obtaining a matching grant of Seventy-Five Thousand (\$75,000.00) dollars from the County Trust Fund to fund the following project: "Crestwood Park Trail Circuit Project" and,

WHEREAS, the governing body/board has reviewed the County Trust Fund Program Statement, and the Trust Fund Municipal Program Park Improvement application and instructions, and desires to make an application for such a matching grant and provide application information and furnish such documents as may be required; and,

WHEREAS, as part of the application process, the governing body held the required Public Hearing to receive public comments on the proposed park improvements in the application on June 11, 2020; and,

WHEREAS, the County of Bergen shall determine whether the application is complete and in conformance with the scope and intent of the County Trust Fund; and,

WHEREAS, the applicant is willing to use the County Trust Fund in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the County of Bergen for the above-named project and ensure its completion on or about the project contract expiration date.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale:

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

DATE: 06/11/2020

RESOLUTION# 20-141

1. That it is hereby authorizes Bruno Associates, Inc., on its behalf, to submit the above completed project application to the County by the deadline of June 29, 2020 as established by the County; and,

2. That, in the event of a County Trust Fund award that may be less than the grant amount requested above, the Mayor and Council of the Borough of Allendale has, or will secure, the balance of funding necessary to complete the project, or modify the project as necessary; and,

3. That the Mayor and Council of the Borough of Allendale is committed to providing a dollar for dollar cash match for the project; and,

4. That only those park improvements identified and approved in the project application, its Trust Fund contract, or other documentation will be considered eligible for reimbursement; and

5. That the Mayor and Council of the Borough of Allendale agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and,

6. That this resolution shall take effect immediately.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on June 11, 2020.



Michelle Ryan
Acting Municipal Clerk

ATTACHMENT B

SOURCES OF PROJECT FUNDING

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

<u>Source</u>	<u>Amount</u>
2020 Bergen County Open Space Trust Fund Grant:	\$ _____
_____ Municipal Open _____ Space Trust Fund	\$ _____
_____ Municipal Budget	\$ _____
_____ Green Acres Grant	\$ _____
_____ Green Acres Loan	\$ _____
_____ Federal Funds (CDBG)	\$ _____
_____ Donations/Contributions	\$ _____
_____ Other (specify) _____	\$ _____
Total Sources of Project Funding:	\$ _____

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

PROJECT SCHEDULE

(Insert appropriate dates)

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