DATE: 09/08/2022

RESOLUTION# 22-213

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

Carried□	Defeated □	Tabled □
Approved	l on Consent A	Agenda ⊠

AUTHORIZATION OF REFUNDS PER LEASE AGREEMENTS BLOCK 1604, LOT 17 (5 HILLSIDE AVENUE) & BLOCK 1001, LOT 1 (4 HILLSIDE AVENUE)

BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that the Chief Financial Officer is hereby authorized to issue the following checks in connection with the Lease Agreements pertaining to Intersection Improvements of Hillside and West Crescent Avenue as follows:

Block 1604, Lot 17, Merchant, John and Teresa

\$632.78

Block 1001, Lot 1, Thompson, James H. and Frances

\$607.73

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 8, 2022.

DATE: 09/08/2022

RESOLUTION# 22-214

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

Carried□	Defeated \square	Tabled	

Approved on Consent Agenda ⊠

TAX OVERPAYMENTS

BE IT RESOLVED by the Council of the Borough of Allendale that the Tax Collector is hereby authorized to issue the following checks on the properties listed below and charge same to Overpayment of 2^{nd} and 3^{rd} Quarters of 2022 Taxes:

Block/Lot	Name	Property Location	Amount
504/9	Corelogic Centralized Refunds PO BOX 9202 Coppell, TX 75019-9214	65 Cherokee Avenue	\$5,429.93
509/2	Corelogic Centralized Refunds PO BOX 9202 Coppell, TX 75019-9214	42 Harreton Road	\$3,898.00
1805/2	Corelogic Centralized Refunds PO BOX 9202 Coppell, TX 75019-9214	430 Franklin Tpke	\$3,149.11
2101/1.403	Corelogic Centralized Refunds PO BOX 9202 Coppell, TX 75019-9214	403 Whitney Lane	\$3,182.56
2204/10	Corelogic Centralized Refunds PO BOX 9202 Coppell, TX 75019-9214	45 New Street	\$2,873.72

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 8, 2022.

DATE: 09/08/2022

RESOLUTION# 22-215

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan						✓	
Lovisolo		✓	√				Carried
O'Connell						✓	
O'Toole						✓	Appro
Sasso	√		✓				
Wilczynski			✓				
Mayor Bernstein	w on e						

Carried□	Defeated □	Tabled □
Approved	l on Consent A	Agenda ⊠

PERSON-TO-PERSON LIQUOR LICENSE TRANSFER

WHEREAS, an application has been filed for a Person-to-Person Transfer of Plenary Retail Consumption License Number 0201-33-007-009, heretofore issued to Friends & Family, LLC, Inc. d/b/a Restaurant L for premises located at 9 Franklin Turnpike, Allendale, New Jersey; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the license business:

Now, Therefore, Be It Resolved that the Allendale Mayor and Council does hereby approve the transfer of the aforesaid Plenary Retail Consumption License to Greyson Enterprises, LLC, d/b/a The Allendale House effective September 8, 2022 and does hereby direct the Municipal Clerk to endorse the license certificate to the new ownership as follows: This license, subject to all its terms and conditions, is hereby transferred to Greyson Enterprises, LLC, d/b/a The Allendale House, effective September 8, 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 September 8, 2022.

DATE: 09/08/2022

RESOLUTION# 22-216

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

AWARD Z+ ARCHITECTS, LLC TO PROVIDE ARCHITECTURAL SERVICES FOR BOROUGH OF ALLENDALE COMMUNITY RECREATION CENTER

WHEREAS, the Borough of Allendale has a need to retain an architect to provide architectural services for the new Borough Community Recreation Center located at 220 West Crescent Avenue, Block 1005, Lot 20; and

WHEREAS, it is not anticipated that the scope and cost of services will exceed Ninety Thousand (\$90,000.00) Dollars; and

WHEREAS, Z + Architects of Allendale, New Jersey, has submitted a proposal dated August 10, 2022; and

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the services will exceed \$17,500 in the calendar year 2022; and,

WHEREAS, that the fee for such services shall be in accordance with the proposal attached hereto; and

WHEREAS, the services set forth herein shall not exceed the sum of \$90,000.00 unless further approved by resolution of the Governing Body, excluding reimbursable expenses, which shall be billed in addition to the base fee in accordance with the proposal aforesaid; and

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

DATE: 09/08/2022

RESOLUTION# 22-216

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

- **NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Borough of Allendale that Michael Scro of Z+ Architects of Allendale, New Jersey is hereby awarded as an Architectural Services Consultant; and
- **BE IT FURTHER RESOLVED** that the Business Disclosure Entity Certification, C.271 Political Contribution Disclosure Form, Stockholder Disclosure Form and the Determination of Value for Z+ Architect, LLC be placed on file with this resolution.
- **BE IT FURTHER RESOLVED** that the Mayor and Municipal Clerk are authorized to execute a contract or a proposal with Z+ Architects, LLC for the services to be rendered; and
- **BE IT FURTHER RESOLVED** that this contract is being awarded as a non-fair and open contract, pursuant to the provisions of N.J.S.A. 19:44A-20.5;
- **BE IT FURTHER RESOLVED** that a copy of this resolution be filed with the Borough Clerk and made available for inspection and that a brief notice of the passage thereof be published in The Record within ten days of the passage as required by law.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 8, 2022.

Certification of Availability of Funds

This is to certify to the Borough of Allendale that funds for the following resolution will be available in the Capital Budget.

Resolution Date:

September 8, 2022

Resolution Number:

22-216

Vendor:

Z+ Architects, LLC 240 W. Crescent Ave. Allendale, NJ 07401

Contract:

Architectural Services for Community Recreation Center

Amount:

\$90,000

Chief Financial Officer

PHASE	HOUF	 RS	RATE	TOTAL	Π	
SCHEMATIC DESIGN - COMPLET	- 1				T	
Principal				І о		
Sr Project Manager				0		
Project Manager				0		
Draftsperson				0		
Drantoperson.	en e				\$	1,782.50
DESIGN DEVELOPMENT - COMP	LETED				Ė	
Principal	-			0		
Sr Project Manager				0		
Project Manager				0		
Draftsperson				0		
					\$	5,756.05
CONSTRUCTION DOCUMENTS -	I .	T DU	I			
Principal	10		190	1900		
Sr Project Manager	94		150	14100		
Project Manager	0		135	0		
Draftsperson	122		100	12200		
					Ļ.	
CONSTRUCTION DOCUMENTS -	EINIAI DEDA	226	<u> </u> :T		\$	28,200.00
Principal	FINAL PERI	vii i St	190	0		
Sr Project Manager	33		150	4950		
-	1					
Project Manager	0		135	0		
Draftsperson	18.5		100	1850		
		51.5			\$	6,800.00
LAND USE APPROVALS				***************************************	Ť	
Principal	2		190	380		
Sr Project Manager	3		150	450		
Project Manager	0		135	0		
Draftsperson	8.5		100	850		
\$600 flat fee for representation	ı Per meetir	ng				
		13.5			\$	1,680.00
BIDDING/PERMITTING						
Principal	0		190	0		
Sr Project Manager	26		150	3900		
Project Manager	0		135	o		
Draftsperson	17.5		100	1750		
CONSTRUCTION OBSERVATION		43.5			\$	5,650.00
Principal	12	.	190	2280		
-	50		1	7500		
Sr Project Manager			150	_ [
Project Manager Draftsperson	0 98		135 100	0 9800		
Draftsperson	98		100	3000		
		160			\$	19,580.00
STRUCTURAL ENGINEERING						
Environetics				[\$	3,850.00
MEP ENGINEERING				-	_	0.555.55
Linwood Engineering	ple a constant				\$	9,680.00
		AOF			<u> </u>	03 070 FF
TOTAL		495			\$	82,978.55



Initial

August 10, 2022

Ms. Amy Wilczyski Allendale Borough Hall 500 W. Crescent Ave. Allendale, NJ 07401

RE: Architectural Services – Redesign of previous New Borough Hall into a single story Community Recreation Center at 220 W Crescent Ave, Allendale, NJ

Dear Amy:

It is our pleasure to offer our architectural design services for the new Borough Community Recreation Center at 220 West Crescent Avenue, in Allendale, NJ. We take special pride in working on such meaningful, rewarding projects in the town in which we work and live.

1. Project Description

- a. The scope of this project is comprised of architectural services for redesign of former new Allendale Borough Hall building. The new building will be a single story Community Recreation Center complying with ADA requirements related to flow, access into/out of, and overall use of spaces.
- b. We will eliminate the 2nd floor and all related office, bathrooms, mechanical space, etc.
- c. We will eliminate the 2 stair towers and elevator
- d. On the first floor we will eliminate all office, IT room.
- e. We will develop a floor plan as per your direction
- f. We will redesign bathrooms to comply with code for assembly use.
- g. Mechanical spaces, storage, etc. as required.
- h. Introduce fire suppression and alarm systems into the residence.
- i. Provide a new exterior design as per owner direction.

2. Project Phases

- a. Pre Design Phase COMPLETED
- b. Schematic Design Phase COMPLETED
- c. Design Development COMPLETED
- d. Construction Document Phase
 - i. Develop Construction Drawings and specifications based on the signed off design development documents.



Initial

- ii. Layout structural grid and sizing of members to be provided to structural engineer.
- iii. Construction documents will be suitable for bidding purposes and conveying the design intention to the general contractor.
- iv. Coordinate with the team Engineers including electrical, plumbing, structural and civil, as required.
- v. Front end specifications shall be provided by the owner.

e. Approval Phase

- i. Z+ Architects will meet with Land Use attorney, Civil engineer, and other team professionals to prepare for the required meeting.
- ii. Z+ Architects will prepare required drawings of plans, exterior elevations and conceptual colored perspectives for town Planning/Land Use Board submission and potential approvals.
- iii. Z+ Architects will attend Planning Board meetings, serving as your expert on architectural discourse for a set representation fee of \$600 per meeting.

f. Bidding/Permit Phase

- i. Work with General Contractors to review drawings, and answer questions to assist them in their pricing of the project.
- ii. Help answer any questions that bidders and their subs may have.

g. Construction Observation Phase

- i. Assist in reviewing and approving Contractor Payment Requisitions.
- ii. Monthly construction meetings (or otherwise approved frequency).
- iii. Respond to RFI's in a timely and efficient manner
- iv. Review all submittals.
- v. Issue sketches for the GC and/or Building Dept as required.
- vi. Create Punch List for Substantial Completion.

3. Compensation

a. The Client shall pay to the Architect as total compensation for its services the amounts set forth herein after each phase or as percentage complete on a 30 day cycle:

Pre-Design – COMPLETED \$0

Schematic Design – COMPLETED \$1,782.50

Design Development – COMPLETED \$5,756.05

Approvals \$1,680

Construction Documentation \$35,000



Initial

Bidding/Permitting	\$5,650	
Construction Observation	\$19,580	
Mechanical Engineer – Linwood (see clarification #13)	\$9,680	
Structural Engineer – Environetics (see clarification #13)	\$3,850	
TOTAL FEE FOR ARCHITECTURAL AND ENGINEERING SERVICES - NOT TO BE EXCEEDED	\$82,978.55	

Clarifications:

- 1. This proposal is an agreement between Z+ Architects of 240 W. Crescent Ave, Allendale, NJ (Architect) and Borough of Allendale c/o Amy Wilczyski (Owner), 500 W. Crescent Ave., Allendale, NJ. This agreement is valid when agreed to and executed within 45 days of August 1, 2022.
- 2. Z+ Architects is not liable for damages caused by delays in performance of the services, which, may arise from events beyond its reasonable control.
- 3. Z+ Architects' liability for this project is limited to the total cost of the project as outlined in this proposal.
- 4. Services will be billed every 30 days as a percentage of phase completion.
- 5. Payment of all invoices are due prior to release of signed and sealed plans or final deliverables. No exceptions will be made to this policy.
- 6. Colored renderings included in the scope of work as mentioned in Design Development above are limited to exterior concepts. Interior renderings, virtual walk-throughs, and any other use of the 3D model for interior concepts can be provided, as an additional process, at the owner's request.
- 7. The retainer will be held until the completion of Architectural Services for this project. The retainer will be applied after issuance of the final invoice for the project. Any overage that results will then be refunded back in the form of a check. The retainer will not be applied to any invoices, other than the final invoice. No partial application of the retainer will be made to any invoices.
- 8. Z+ Architects maintains the intellectual rights to the work, and the designs generated in this process may not be taken to another firm and used by them to create documents for construction, without negotiating such with our permission. Z+ Architects maintains the right to photograph the project upon completion for promotional use. Z+ always respects the privacy of our clients and will not disclose project details such as client name, location, budget, etc...
- 9. Both the Architect and Owner reserve the right to terminate the proposal/contract at will, at any time, for any, and/or no reason.
- 10. Should the owner elect to not execute the project for any reason, all work completed to date of that decision remains in full effect and will be duly compensated.
- 11. Although unlikely, any dispute between owner and architect will utilize mediation as sole legal recourse in lieu of any other.
- 12. Z+ Architects is not responsible for the accuracy of any information provided by others for review and incorporation into the final report.



- 13. Z+ has procured proposals from Linwood Engineering Associates (MEP Engineer) & Environetics (Structural Engineer) on your behalf. The amount included in the compensation section of this proposal includes a 10% surcharge to cover administrative time and tax implications.
- 14. Payment of invoice is due upon receipt.
- 15. All late payments beyond 30 days will be subject to interest charge at the legal rate as set forth by NJ law.
- 16. Cost estimating and cost engineering are separate and distinct from this contract and can be offered and/or negotiated at the clients' request under separate contract. We explicitly do not provide Construction Management services, as this falls under the domain of your selected General Contractor and/or Construction Manager whom you will retain for such services.
- 17. The following services are considered additional:
 - Representation at zoning/planning boards, if necessary. If required, preparation for meetings, correspondence with other professionals, etc will be billed on a time and materials basis (hourly) as per the rates below. Attendance/representation at meetings will be provided at a fixed \$600/meeting fee, as required.
 - Reimbursable expenses such as printing, copying, travel expenses, express delivery etc.
 These items will be billed at cost + 15% (to cover employee time to generate) with each invoice.
- 18. Additional services will be billed on an hourly basis at the following rates. Any major changes to the Scope of Work as requested by the Owner or due to unforeseen conditions on site will constitute an additional service. Any requested changes that exceed the allotted amount of iterations in Schematic Design, or after a design has been approved and a subsequent phase has begun will constitute an additional service. Such work will be executed on an additional time and materials basis at the rates below.

Principal/Partner
 Senior Project Architect/Manager
 Project Architect/Manager
 Designer/Draftsperson
 Administrative
 \$190/hr
 \$150/hr
 \$135/hr
 \$100/hr
 \$75/hr

with you again.	We look forward to collabo	лашу
7	1	
any Eurland.	9/8/22	
Signed: Amy Wilczyski, Borough of Allendale	((Date

Signed: Michael Scro, Principal, Z+ Architects LLC

Date



Attn:	Jesus Mones	Date:	7/6/2022			
Compan	y: Z Plus Architects	Additional Services Directive (ASD) No.:	#1			
Address:	240 W Crescent Ave	Project Name:	Allendale Borough Hall			
	Allendale, NJ 07401	Project Number:	20020800			
		Project Location:	Allendale, NJ			
-Change th	r design space as the roof in th	ion of the building to a one-story a nis area for future development, undation design for future develop				
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T 215.525.4849 F 215.525.4852 Environence Design Inc. New York Philadelphia New Jersey Los Angeles Seoul

Interiors Engineering Planning Sustainability



955 Lincoln Avenue Glen Rock, NJ 07452 t:201.857.3998 f:201.857.3994

Revised July 5, 2022

Mr. Michael Scro, AIA Z+ Architects 240 West Crescent Avenue Allendale, NJ 07401

Re:

Proposal # 220025

MEP Consulting Services for Revisions to Allendale Municipal Building

Allendale, NJ

Via email: Mike@zplusarchitects.com

Dear Mike:

In accordance with your request, we are pleased to quote the following services for the above referenced project. Our scope of work for these services will include:

- 1. Provide HVAC, electrical, plumbing and fire protection engineering and design services for preparation of drawings and specifications for revisions to construction documents to reduce the office portion of the building to a 1 story assembly type space, large open room while maintaining structure, utilities, etc. for a future 2nd Floor. The other gym and center portion of the building will remain as currently designed.
- 2. Our fee for this work will be \$8,800.00, plus out-of-pocket expenses.
- 3. All other terms and conditions will remain, as indicated in our standard proposal offering.

We thank you for this opportunity to offer our services to you and look forward to the successful completion of this project. If the above meets with your acceptance, please sign and return one copy of this proposal for our files.

	Date:
Mr. Michael T. Pavina, P.E, Principal	
Linwood Engineering Associates, P.A.	
m/2	Date 18, 2027
Mr. Michael Scio, AIA	, and a second
Z+ Architects	

Form AA302 Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

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INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

- ITEM 1 Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2 Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".
- ITEM 3 Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.
- ITEM 4 Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.
- ITEM 5 Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 6 Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.
- ITEM 7 Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.
- ITEM 8 If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.
- ITEM 9 Enter the total number of employees at the establishment being awarded the contract.
- ITEM 10 Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEQ-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

- **ITEM 12** Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.
- ITEM 13 Enter the dates of the payroll period used to prepare the employment data presented in Item 12.
- ITEM 14 If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".
- ITEM 15 If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.
- ITEM 16 Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 17 Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE) TO:

NJ Department of the Treasury Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program P.O. Box 206

CERTIFICATION

I. MICHAEL	Scho	have read Allendale	Ordinance #12-19
regarding political contributions.			

The business entity identified herein has not made a contribution in violation of the Ordinance.

I certify that the foregoing statements made by me are true. I am aware that if any of the above statements are willfully false, the business entity is subject to penalties set forth in the Ordinance.

Name of Business Entity

My Minum .

Authorized Signature, Title

MICHAEL SORO

Print Name of Person Authorized to Sign

Borough of Allendale

Ordinance 12-19

An Ordinance Establishing Chapter 197 of the Code Entitled "An Ordinance Establishing That A Business Entity Which Makes Political Contributions To Municipal Candidates And Municipal And County Political Parties In Excess Of Certain Thresholds Shall Be Limited In Its Ability To Receive Public Contracts From The Borough Of Allendale in The County of Bergen"

The Mayor and Council of the Borough of Allendale does hereby Ordain:

WHEREAS, large political contributions from those seeking or performing contracts with a municipality raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices; and,

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and,

WHEREAS, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40A:11-51) a municipality is authorized to adopt by ordinance, measures limiting the awarding of public contracts to business entities that have made political contributions, and limiting the contributions that the recipient of such a contract can make during the term of a contract; and,

WHEREAS, in the interest of good government, the people and the government of the Borough of Allendale desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the Borough of Allendale to create such a regulation which states that a Business Entity which make political KIM GUADAGNO contributions to municipal candidates and municipal and county political parties of certain thresholds shall be limited in its ability to receive public contracts from the Borough of

Allendale; and,

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

DEFINITIONS 197-1

As used in this ordinance:

- (a) "Campaign Committee" means (i) every candidate for Borough of Allendale elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for Borough of Allendale elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for Borough of Allendale elective municipal office; (iv) every political party committee of the Borough of Allendale; (v) every political party committee of Bergen County and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the Borough of Allendale municipal or Bergen County elective offices or Borough of Allendale municipal or Bergen County political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7.
- (b) "Contribution" has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.
- (c) A "contract for professional or extraordinary services" means all contracts for "professional services" and "extraordinary unspecifiable services" as such term is used in N.J.S.A. 40A:11-5.
- (d) For purposes of this Ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their

spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than \$100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

SECTION 197-2 - PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

(a) To the extent that it is not inconsistent with state or federal law, the Borough of Allendale and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecified Services") from any Business Entity if such Business Entity has solicited or made any Contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in the Borough of Allendale or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Borough of Allendale or Bergen County political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of Borough of Allendale municipal or Bergen County elections and/or Borough of Allendale municipal or Bergen County candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees, (hereinafter "PAC"), in excess of the thresholds specified in

- subsection (g) within one calendar year immediately preceding the date of the contract or agreement.
- (b) No Business Entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the Borough of Allendale or any of its departments or instrumentalities, for the rendition of Professional Services or Extraordinary Unspecified Services shall knowingly solicit or make any Contribution, to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Borough of Allendale, or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Borough of Allendale or Bergen County political committee or political party committee, or (iii) any PAC between the time of first communication between that Business Entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecified Services, and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.
- (c) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or \$500 per calendar year to any joint candidates committee for mayor or governing body, or \$300 per calendar year to a political committee or political party committee of the Borough of Allendale; (ii) \$500 maximum per calendar year to a Bergen County political committee or political party committee; and (iii) \$500 maximum per calendar year to any PAC. However, for each Business Entity party to a contract for Professional or Extraordinary Unspecified Services as defined in subparagraph (a), or engaged in negotiations for a contract defined in subparagraph (a), when such Business Entity's Contribution is aggregated with all "persons" defined in subparagraph (d) of "Definitions" above, by virtue of their affiliation to that Business Entity party, a maximum of \$2,500 to all Borough of Allendale candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all Borough of Allendale or Bergen County political committees and political party committees as described herein combined, without violating subsection (a) of this section.

- (d) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the Borough of Allendale Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body, or (ii) the Mayor of the Borough of Allendale if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.
- (e) Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this Ordinance, if the subcontractor would be disqualified by paragraph (a) from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by paragraph (a) from receiving the contract perform substantially all of obligations described in a contract for professional or extraordinary services that is subject to this ordinance.

SECTION 197-3 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No Contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

SECTION 197-4 - CONTRACT RENEWAL

No contract subject to this ordinance may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this ordinance if it were an initial contract.

SECTION 197-5 - CONTRIBUTION STATEMENT BY BUSINESS ENTITY

(a) Prior to awarding any contract or agreement to procure Professional Services" or Extraordinary Unspecified Services" from any Business Entity, the Borough of Allendale or its purchasing agents and departments, as the case may be, shall receive a sworm statement from said Business Entity which is the intended recipient of said contract that he/she/it has not made a Contribution in violation of Section 197-2 of this Ordinance. The Borough of Allendale its purchasing agents and departments shall be responsible for informing the Council of the Borough of Allendale that the aforementioned sworn statement has been received and that the Business Entity is not in violation of this

ordinance, prior to awarding the contract or agreement.

- (b) A Business Entity shall have a continuing duty to report to the Borough of Allendale any Contributions that constitute a violation of this ordinance that are made during the negotiation, proposal process or the duration of a contract. The Borough of Allendale its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the Business Entity, or at the next Council meeting following receipt of said report from the Business Entity, or whichever comes first.
- (c) The certification required under this subsection shall be made prior to entry into the contract or agreement with the Borough of Allendale or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

SECTION 197-6 - RETURN OF EXCESS CONTRIBUTIONS

A Business Entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Section 197-2 of this Ordinance, if, within 30 days after the date on which the applicable ELEC report is published, said Business Entity notifies the municipality in writing and seeks and receives reimbursement of the Contribution from the recipient of such Contribution.

SECTION 197-7 - EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 197-2(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 et seq.

SECTION 197-8 - PENALTY

(a) It shall be a material breach of the terms of a Borough of Allendale agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity

that is a party to such agreement or contract has: (i) made or solicited a Contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a Contribution given or received; (iii) made or solicited Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) made or solicited any Contribution on the condition or with the agreement that it will be recontributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Borough of Allendale or a holder of public office having ultimate responsibility for the award of a contract, or any Borough of Allendale or Bergen County political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of Contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.

- (b) Furthermore, any Business Entity that violates Section 197-8 (a) (i-viii) shall be disqualified from eligibility for future Borough of Allendale contracts for a period of four (4) calendar years from the date of the violation.
- (c) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with another person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the Borough of Allendale.

SECTION 197-9- CITIZENS PRIVATE RIGHT OF ACTION

In addition to any rights that were heretofore available, or which may hereafter be available,

to citizens, taxpayers, or associations, to challenge violations of this ordinance, every person aggrieved by a violation of the ordinance, or any taxpayer or resident of the Borough of Allendale has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this ordinance in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys fees and costs, arising from or related to a violation of this ordinance.

SECTION 197-10 - SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable.

SECTION 197-11 - REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

SECTION 197-12 - EFFECTIVE DATE

This Ordinance shall become effective upon passage and publication as required by law.

C:\WDB\Allendale\Pay to Play Ordinance 9 24 12

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27 GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability,

nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Authorized Signature

Date

Title and Respective Entity

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract. Part I - Vendor Information Vendor Name: Address: Zip: **0740** City: The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form. Signature Part II - Contribution Disclosure Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit. Check here if disclosure is provided in electronic form. Date Dollar Amount Recipient Name Contributor Name MONE

Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of ____

Contributor Name	Recipient Name	Date	Dollar Amoun
# 4146119 M 44.1 1 1 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1			\$
:			
			·

Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - o of the public entity awarding the contract
 - o of that county in which that public entity is located
 - o of another public entity within that county
 - o or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest:" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

^{*} N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 52:34-25

County Name: Bergen

State: Governor, and Legislative Leadership Committees

Legislative District #s: 32, 35, 36, 37, 38, 39, 40

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

County Executive

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Allendale Borough Alpine Borough Bergenfield Borough Bogota Borough Carlstadt Borough Cliffside Park Borough Closter Borough Cresskill Borough Demarest Borough Dumont Borough East Rutherford Borough Edgewater Borough Elmwood Park Borough Emerson Borough **Englewood City** Englewood Cliffs Borough Fair Lawn Borough Fairview Borough Fort Lee Borough

Franklin Lakes Borough Garfield City Glen Rock Borough Hackensack City

Harrington Park Borough

Hasbrouck Heights Borough
Haworth Borough
Hillsdale Borough
Ho-Ho-Kus Borough
Leonia Borough
Little Ferry Borough
Lodi Borough
Lyndhurst Township
Mahwah Township
Maywood Borough
Midland Park Borough
Montvale Borough
Moonachie Borough
New Milford Borough
North Arlington Borough

Old Tappan Borough Oradell Borough Palisades Park Borough Paramus Borough Park Ridge Borough

Northyale Borough

Norwood Borough

Oakland Borough

Ramsey Borough

Ridgefield Borough
Ridgefield Park Village
Ridgewood Village
River Edge Borough
River Vale Township
Rochelle Park Township
Rockleigh Borough
Rutherford Borough
Saddle Brook Township
Saddle River Borough
South Hackensack Township

Teaneck Township
Tenafly Borough
Teterboro Borough
Upper Saddle River Borough

Waldwick Borough
Wallington Borough
Washington Township
Westwood Borough
Woodcliff Lake Borough
Wood-Ridge Borough
Wyckoff Township

(continued on next page)

Boards of Education (Members of the Board):

Allendale Borough Alpine Borough Bergenfield Borough Bogota Borough Carlstadt Borough Carlstadt-East Rutherford Cliffside Park Borough Closter Borough Cresskill Borough Demarest Borough Dumont Borough East Rutherford Borough Edgewater Borough Elmwood Park Emerson Borough Englewood Cliffs Borough Fair Lawn Borough Fairview Borough Fort Lee Borough Franklin Lakes Borough Garfield City Glen Rock Borough Hackensack City Harrington Park Borough Hasbrouck Heights Borough

Haworth Borough Hillsdale Borough Ho Ho Kus Borough Leonia Borough Little Ferry Borough Lodi Borough Lyndhurst Township Mahwah Township Maywood Borough Midland Park Borough Montvale Borough Moonachie Borough New Milford Borough North Arlington Borough Northern Highlands Regional Northern Valley Regional Northvale Borough Norwood Borough Oakland Borough Old Tappan Borough Oradell Borough Palisades Park Paramus Borough Park Ridge Borough Pascack Valley Regional

Ramapo-Indian Hill Regional Ramsey Borough Ridgefield Borough Ridgefield Park Township Ridgewood Village River Dell Regional River Edge Borough River Vale Township Rochelle Park Township Rockleigh Rutherford Borough Saddle Brook Township Saddle River Borough South Hackensack Township Teaneck Township Tenafly Borough Teterboro Upper Saddle River Borough Waldwick Borough Wallington Borough Westwood Regional Wood Ridge Borough Woodcliff Lake Borough Wyckoff Township

Fire Districts (Board of Fire Commissioners):

None

STOCKHOLDER DISCLOSURE CERTIFICATION (Includes Spouse & Children)

Name of Business:	
I certify that the list below contains the or more of the issued and outstanding OR	he names and home addresses of all stockholders holding 10% g stock of the undersigned.
	s 10% or more of the issued and outstanding stock of the
Check the box that represents the type of bu	usiness organization:
Partnership Limited Partnership Subchapter S Corporation	Sole Proprietorship ability Corporation Limited Liability Partnership
	necessary, complete the stockholder list below.
Name: MIGHMEL SERO Home Address: 634 MAMMIN 1914 AUENIME, NJ 07	Name: Many SGR. Home Address: 634 FRANGIN TY 14E HOME AUGUSTATE, NT 07401
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this 31 day of Avgust	,2 MILLI SHU
22	(Arriant)
Notary Public) Ay Commission expires: 5/5/2022	JULIE L SCUTARO (Print name & title of affiant)

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS Required Pursuant To N.J.S.A. 19:44A-20.8

BOROUGH OF ALLENDALE

The undersigned, being authorized and knowledgeable of the	he circumstances does hereby certify that
The indensigned, being additionsed and knowledgeable of the	(insert business name)
has not made and will not make any reportable contribution	as pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L.
2004, c. 19 would bar the award of this contract in the one	year period preceding JANUARY 1, 2022 to any of the
following named candidate committee, joint candidates com	nmittee; or political party committee representing the elected
officials of the BOROUGH OF ALLENDALE as defined	
Ari Bernstein	Amy Wilczynski
Elizabeth Homan	Allendale Democratic Club
Edward O'Connell	Allendale Republican Club
Matthew O'Toole	Bergen County Democratic Organization
Steven Sasso	Bergen County Republican Organization
Susanne Lovisolo	Republicans for Responsible Government
Part II – Ownership Disclosure Certification I certify that the list below contains the names and ho and outstanding stock of the undersigned.	me addresses of all owners holding 10% or more of the issued
Check the box that represents the type of business en	ntity:
Partnership Corporation Sole Pro	prietorship Subchapter S Corporation
Limited Partnership Limited Liability Corporation	Limited Liability Partnership
	Home Address
Name of Stock or Shareholder	Home Address
	NKIN TOKE ALENDALE NT 07401
	NKIN TOKE ALENDALE NT 07401
MANY SCRO MANY SCRO MICHAEL SCRO 634 FM 634 FM 634 FM Fart 3 – Signature and Attestation:	WHIR TORK ALENDALE NJ 07401.
Part 3 – Signature and Attestation: The undersigned is fully aware that if I have misreprese and/or the business entity, will be liable for any penalty	ented in whole or part this affirmation and certification, I
Part 3 – Signature and Attestation: The undersigned is fully aware that if I have misreprese	ented in whole or part this affirmation and certification, I
Part 3 – Signature and Attestation: The undersigned is fully aware that if I have misreprese and/or the business entity, will be liable for any penalty	ented in whole or part this affirmation and certification, I
Part 3 – Signature and Attestation: The undersigned is fully aware that if I have misreprese and/or the business entity, will be liable for any penalty Name of Business Entity.	ented in whole or part this affirmation and certification, I permitted under law.
Part 3 – Signature and Attestation: The undersigned is fully aware that if I have misreprese and/or the business entity, will be liable for any penalty. Name of Business Entity. 2 + All 1970 Signature of Affiant:	ented in whole or part this affirmation and certification, I permitted under law. Title: PMNAPM owner.
Part 3 – Signature and Attestation: The undersigned is fully aware that if I have misreprese and/or the business entity, will be liable for any penalty. Name of Business Entity. 2 + All 1970 Signature of Affiant:	ented in whole or part this affirmation and certification, I permitted under law. Title: PMNAPM owner.
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Part 3 – Signature and Attestation: The undersigned is fully aware that if I have misreprese and/or the business entity, will be liable for any penalty Name of Business Entity. Signature of Affiant: Printed Name of Affiant: My SCRO 634 FM 63	ented in whole or part this affirmation and certification, I permitted under law. Title: PMNAPM owmax Date: 8.31.202
Part 3 – Signature and Attestation: The undersigned is fully aware that if I have misreprese and/or the business entity will be liable for any penalty Name of Business Entity. Signature of Affiant: Printed Name of Affiant: Subscribed and sworn before me this 31 day of	ented in whole or part this affirmation and certification, I permitted under law. Title: PMNAPM owmax Date: 8.31.202

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS Required Pursuant To N.J.S.A. 19:44A-20.8 BOROUGH OF ALLENDALE

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.) 19:44A-3 Definitions. In pertinent part...

- p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.
- q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.
- r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

DATE: 09/08/2022

RESOLUTION# 22-217

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan						√	
Lovisolo		✓	✓				Carried□ Defeated □ Tabled □
O'Connell						✓	
O'Toole						✓	Approved on Consent Agenda ⊠
Sasso	√		✓				
Wilczynski			✓				
Mayor Bernstein		·					

APPROVAL OF EXTENSION OF RECYCLABLES DELIVERY AGREEMENT – ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY

WHEREAS, the Borough of Allendale (Borough) requires the services of a Recyclable Materials Recovery Facility to accept recyclable materials collected from its residents; and

WHEREAS, Rockland County Solid Waste Management Authority, hereinafter referred to as Rockland Green, is a body corporate and politic constituting a public benefit corporation of the State of New York that has the capacity to accept at Rockland Green's Materials Recovery Facility such recyclable materials collected from the residents of the Borough of Allendale; and

WHEREAS, the Borough and Rockland Green entered into a Recyclables Delivery Agreement through September 19, 2022 via Resolution 21-213 on August 26, 2021; and

WHEREAS, the parties have determined that the continued delivery of such recyclable materials is beneficial to both parties and wish to enter into a successor agreement; and

WHEREAS, the parties have agreed that all terms of the current Recyclables Delivery Agreement will remain in full force and effect until December 31, 2022; and

WHEREAS, the parties are entering into this agreement pursuant to their respective lawful authorities.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Allendale, County of Bergen, State of New Jersey that the Recyclables Delivery Agreement dated June 14, 2020 be and is hereby extended until December 31, 2022; and

DATE: 09/08/2022

RESOLUTION# 22-217

BE IT FURTHER RESOLVED that this agreement is being awarded pursuant to N.J.S.A. 40A:11-5(1)(s) and 40A:11-5(2); and

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are authorized to sign an extension agreement on behalf of the Borough; and

BE IT FURTHER RESOLVED that the Director of Operations, Municipal Clerk and Chief Financial Officer 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 September 8, 2022.



Gerard M. Damiani, Jr. Executive Director

Rockland County Solid Waste Management Authority

August 9, 2022

Mr. Ari Bernstein, Mayor Borough of Allendale 500 West Crescent Avenue Allendale, New Jersey 07401

Re: Amendment to Recyclables Delivery Agreement (RDA) between Rockland Green and the Borough of Allendale, New Jersey

Dear Mayor Bernstein:

As specified in paragraph 5.1 (B) of the current RDA, we would like to extend the term of said RDA until December 31, 2022. Enclosed herein, for your review and signature is an amendment to the RDA that leaves all terms of the agreement intact other than extending the term of the agreement until December 31, 2022.

Thank you for your anticipated cooperation. After receiving the signed Amendment back from your office, we will send you back a fully executed copy of the Amendment for your records.

Sincerely.

Gerard M. Damiani, Jr.

Ilul W. Banismi, J

Executive Director

GD:sh







AMENDMENT TO RECYCLABLES DELIVERY AGREEMENT (RDA) BETWEEN ROCKLAND GREEN AND THE BOROUGH OF ALLENDALE, NEW JERSEY

WHEREAS, an agreement currently exists between Rockland Green and the Borough of Allendale, New Jersey for the delivery of recyclables from the Borough of Allendale, New Jersey to Rockland Green and;

WHEREAS, said agreement is set to expire on September 19, 2022, and is desired to be extended by both parties, therefore be it agreed;

THAT, pursuant to Article V, Section 5.1 (B) of the current Recyclables Delivery Agreement, Rockland Green hereby renews said Agreement and all its previous terms, for an additional term that will extend from September 19, 2022 until December 31, 2022.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Recyclables Delivery Agreement between Rockland Green and the Borough of Allendale, New Jersey to be executed by their duly authorized officers or representatives.

Dated: 9/8/2022	Dated:
Borough of Allendale, NJ	Rockland Green
Ву:	By:
Name: Ari Bernstein	Name: Gerard M Damiani, Jr.
Title: Mayor	Title: Executive Director

DATE: 09/08/2022

RESOLUTION# 22-218

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan						√	
Lovisolo		✓	✓				Carried□ Defeated □ Tabled □
O'Connell						√	
O'Toole						✓	Approved on Consent Agenda ⊠
Sasso	✓		✓				
Wilczynski			. 🗸				
Mayor Bernstein							

APPOINTMENT OF CROSSING GUARD, F/T, HOURLY – JOSEPH MIRRA

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Joseph Mirra, previously appointed P/T as a Crossing Guard, is now appointed a F/T Crossing Guard at West Crescent/Brookside at a rate of \$20.00 per hour retroactive to September 6, 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 September 8, 2022.

Linda Louise Cervino, RMC Municipal Clerk

DATE: 09/08/2022

RESOLUTION# 22-219

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan						✓	
Lovisolo		✓	✓				Carried□
O'Connell						✓	
O'Toole						✓	Approve
Sasso	√		✓				
Wilczynski			✓				
Mayor Bernstein	OI 107 TM	w as as			,		

Carried□	Defeated 🗆	Tabled □
Approved	on Consent A	Agenda ⊠

APPOINTMENT OF CROSSING GUARD, P/T, HOURLY - PER DIEM BASIS JAIDYN COMER

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Jaidyn Comer, previously appointed as a part-time Crossing Guard, is now appointed as a part-time Crossing Guard, hourly, on a per diem basis at a rate of \$20.00 per hour retroactive to September 6, 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 September 8, 2022.

Linda Louise Cervino, RMC Municipal Clerk

DATE: 09/08/2022

RESOLUTION# 22-220

Council	Motion	Second	Yes	No	Abstain	Absent]
Homan						✓	
Lovisolo		√	✓				Ca
O'Connell						√	1
O'Toole						√	A
Sasso	✓		✓				
Wilczynski			✓				1
Mayor Bernstein							

Carried□	Defeated □	Tabled [
Approved	l on Consent	Agenda ⊠

AUTHORIZING AND APPROVING A SHARED SERVICES AGREEMENT FOR 9-1-1 COMMUNICATIONS SERVICES WITH THE COUNTY OF BERGEN

WHEREAS, there is a need on the part of the Borough of Allendale (the "Borough") to provide and have access to 9-1-1 Communication Services for the safety and welfare of its residents; and

WHEREAS, the County of Bergen (the "County") through its Department of Public Safety Division of Communications provides the most efficient and cost-effective way to provide such services; and

WHEREAS, the Borough and the County have negotiated the terms of a Shared Services Agreement (the "Agreement"), the terms of which are incorporated by reference herein; and

WHEREAS, the Borough wishes to authorize and approve the terms of the Agreement between the Borough and the County.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Allendale that the Borough hereby authorizes and approves the terms of the Agreement; and

BE IT FURTHER RESOLVED that, the Mayor, Chief of Police, Borough Attorney and other appropriate representatives of the Borough are authorized to take any and all appropriate action to effectuate the foregoing.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 8, 2022.

Linda Louise Cervino, RMC

Municipal Clerk

SHARED SERVICES AGREEMENT

BETWEEN

COUNTY OF BERGEN

AND

BOROUGH OF ALLENDALE

FOR:

THE PROVISION OF 9-1-1 COMMUNICATIONS SERVICES

BERGEN COUNTY DEPARTMENT OF PUBLIC SAFETY DIVISION OF COMMUNICATIONS

Approved by Bergen County Resolution No. _____Approved by Borough of Allendale Resolution No. _____

DATE: September 8, 2022, 2022

PREPARED BY:

BERGEN COUNTY COUNSEL ONE BERGEN COUNTY PLAZA HACKENSACK, NJ 07601-7076 (201) 336-6950 THIS SHARED SERVICES AGREEMENT ("Agreement") made this ___ day of _____, 2022, by and between:

The **COUNTY OF BERGEN** (the "COUNTY"), a body politic and corporate of the State of New Jersey, located at One Bergen County Plaza, Hackensack, New Jersey 07601, and

The **BOROUGH OF ALLENDALE** (the "LOCAL UNIT"), a body politic and corporate of the State of New Jersey, with administrative offices located at 500 West Crescent Avenue, Allendale, New Jersey 07401.

The COUNTY and LOCAL UNIT may hereinafter also be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the structure of providing 9-1-1 Pubic Safety Access Points (PSAP) resulted in a system in which increasing costs were being imposed upon municipalities; and

WHEREAS, the cost per resident for said services varied throughout Bergen County; and

WHEREAS, the costs and inequities of the system resulted in public safety organizations looking to participate in a unified and consolidated system; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1, *et seq.*) promotes the broad use of shared services as a technique to reduce local expenses funded by property tax payers; and

WHEREAS, various municipalities have previously entered into shared services agreements with the COUNTY to consolidate their 9-1-1 communications with the COUNTY's Communications; and

WHEREAS, this consolidation and shared infrastructure has resulted in savings passed on to municipalities while maintaining the performance and service levels on behalf of the operating entities; and

WHEREAS, Bergen County Public Safety Operations Center, operated by the Bergen County Department of Public Safety – Communications Division, has the capability to provide 9-1-1 communications services to the LOCAL UNIT, twenty-four (24) hours a day, seven (7) days a week; and

WHEREAS, the COUNTY and the LOCAL UNIT wish to enter into an Agreement whereby the COUNTY provides 9-1-1 communications services to the LOCAL UNIT for the period commencing October 1, 2022 and ending September 30, 2027, for the sum of \$3,378.50 per year; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the COUNTY and the LOCAL UNIT have each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto as exhibits.

NOW, THEREFORE, BE IT AGREED, in consideration of the promises and of the covenants, terms, and conditions hereinafter set forth, the COUNTY and the LOCAL UNIT agree to perform in accordance with the provisions, terms and conditions set forth in this Agreement as follows:

I. TERM.

The term of this Agreement shall be for five (5) year(s), commencing October 1, 2022 ("Effective Date"), and continuing through September 30, 2027, unless terminated sooner as provided in this Agreement.

II. SERVICES PROVIDED BY THE COUNTY.

A. During the term of this Agreement, the COUNTY, through its Department of Public Safety, Division of Communications (hereinafter "County Communications") shall provide 9-1-1 communications services to the LOCAL UNIT twenty-four (24) hours a day, seven (7) days a week, which will include call taking of all 9-1-1 calls, and transferring same to the LOCAL UNIT's dispatchers (the "Services") as set forth below.

B. County Communications will:

- 1. Answer all 9-1-1 calls routed to County Communications from the LOCAL UNIT for requests for fire, police and emergency medical services;
- 2. Provide pre-arrival instructions to emergency response providers in accordance with the New Jersey Office of Emergency Telecommunications guidelines (NOTE: The COUNTY will not provide any dispatching services for the LOCAL UNIT);
- 3. Utilize language line services to process 9-1-1 and administrative calls from Limited English Proficient persons;
- 4. Perform the Services in accordance with and in compliance with all statutes, rules, and directives governing the performance of the Services set forth in this Agreement.
- C. The COUNTY's obligations contemplated under this Agreement shall be performed under the supervision and direction of the COUNTY's Communications Director.
- D. All performance by the COUNTY shall be limited to the COUNTY's appropriation for same, and the COUNTY's budgetary restrictions.

E. Should the COUNTY determine at any time, including after commencement of the Services under this Agreement, that performance will require more time, labor or equipment than the COUNTY wishes to expend, the COUNTY may terminate this Agreement without liability or responsibility of any kind, in accordance with Article VI. (TERMINATION) below.

III. PAYMENT TERMS.

- A. <u>Service Fee</u>. The COUNTY will provide 9-1-1 communications services to the LOCAL UNIT and the LOCAL UNIT shall pay the COUNTY an annual service charge (the "Service Fee") calculated at fifty cents (\$0.50) per resident of the LOCAL UNIT, based upon the 2020 census in the amount of \$3,378.50 per year.
- B. <u>Payment Due</u>. The above-stated amount shall be paid annually, at the start and at each anniversary of the contract, <u>or</u> shall be paid in three (3) installments, due on the 1st day of each of the following months of each calendar year: October 1st, February 1st and June 1st.
- C. <u>Payment Submissions</u>. Payment shall be sent to: Bergen County Treasurer, County of Bergen, One Bergen County Plaza, Hackensack, NJ 07601, or to such other address as the COUNTY may direct upon notice in writing.

IV. EMPLOYMENT RECONCILIATION.

No employees are intended to be transferred or terminated by virtue of this Agreement. The LOCAL UNIT does not need to make any changes to the way it presently operates, visà-vis dispatch, to have the COUNTY provide 9-1-1 services.

V. NOTICES.

All notices, demands, consents, approvals, or requests required or permitted to be given to or served upon the Parties shall be in writing. Any such notice, demand, consent, approval, request, instrument, or document shall be sufficiently given or served if delivered electronically as set forth below or if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as a Party shall designate by notice, as follows:

If to LOCAL UNIT:	Borough of Allendale
	Attention:
	500 West Crescent Avenue
	Allendale, NJ 07401
With a copy to:	

If to COUNTY:

Director, Division of Communications

Department of Public Safety COUNTY OF BERGEN 285 Campgaw Road Mahwah, NJ 07430

With a copy to:

BERGEN COUNTY COUNSEL

County of Bergen

One Bergen County Plaza - Room 580

Hackensack, NJ 07601

VI. <u>TERMINATION</u>.

A. Notwithstanding any other term in this Agreement, either Party retains the right, in their sole discretion, to terminate this Agreement at any time and for any reason, including convenience, on ninety (90) days' written notice, which shall specify the effective date of termination.

B. In the event of termination by the COUNTY, the COUNTY shall have no liability to the LOCAL UNIT for any losses or additional costs that may be incurred as a result of the COUNTY's termination of this Agreement.

VII. <u>LIMITATION OF LIABILITY</u>.

The LOCAL UNIT agrees that the COUNTY shall have no liability to the LOCAL UNIT for damages, whether arising under theories of contract, tort, or warranty. The LOCAL UNIT further agrees that the COUNTY, its officers, managers, affiliates, representatives, subcontractors, and employees will not be liable for any indirect, special, incidental or consequential damages, even if the COUNTY has been advised of the possibility of such damages.

VIII. DISPUTE RESOLUTION.

- A. <u>Mandatory Mediation</u>. In the event of a dispute, whether technical or otherwise, a Party must request Non-Binding Mediation and the other Party must participate in the mediation prior to and as a condition precedent to the commencement of any litigation in a court of law. The costs of such Non-Binding Mediation shall be shared equally between the COUNTY and the LOCAL UNIT.
- B. <u>Procedure</u>. The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each Party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one Party determines in its sole discretion that its interests are not being served by the mediation.

- C. <u>Non-Binding Effect</u>. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.
- D. <u>Judicial Proceedings</u>. Upon the conclusion of Mediation, either Party may commence judicial legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- E. <u>Temporary Injunctive Relief</u>. Notwithstanding the foregoing, nothing herein shall prevent a Party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Bergen County.

IX. TORT CLAIMS ACT.

The Parties to this Agreement are both local government units, and are therefore entitled to the defenses and immunities of the New Jersey Tort Claims Act, as amended.

X. FORCE MAJEURE.

A Party shall be excused for delays in the performance of its obligations hereunder to the extent due to causes beyond its reasonable control and that could not have been avoided through the exercise of reasonable care, such as Acts of God, acts or omissions of civil or military authorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, or the unavailability of necessary labor, materials or manufacturing facilities (the "Force Majeure").

XI. MISCELLANEOUS.

- A. <u>Authorization</u>. All Parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of any and all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.
- B. Entire Agreement. This Agreement, including any exhibits and addenda attached hereto, contains the sole and entire Agreement 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.
- C. <u>Amendments/Modifications</u>. This Agreement may not be modified except in a writing executed by all Parties. No agreement or understanding varying or extending this Agreement shall be binding upon the Parties unless it is memorialized in a written amendment signed by an authorized officer or representative of each Party.

- D. Counterparts and Electronic Delivery and Signatures. This Agreement and any amendments or addenda hereto, or any other document necessary for the consummation of the transaction(s) contemplated, administered or controlled by this Agreement ("Agreement Documents"), may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any Agreement Document, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all manner and respects as an original agreement or instrument, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The Parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transaction Act, N.J.S.A. 12A12-1, et seq. and any associated regulations. Any Agreement Document accepted, executed or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed, and all Parties hereby consent to the use of any third party electronic signature capture service providers as may be chosen by the COUNTY.
- E. Cooperation of the Parties. In performing any Services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise the other Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Party. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.
- F. Governing Law/Venue/Construction. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of cannons requiring construction against the drafting Party.
- G. <u>Severability</u>. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- H. No Waiver. The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement,

shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

- I. <u>Assignment</u>. No Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.
- J. <u>Benefit/No Third Party Beneficiaries</u>. This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.
- K. Relationship of the Parties. In consideration of the Services provided herein, both Parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing any association, joint venture, partnership, or agency relationship of any kind between the Parties hereto. The individual Parties are and shall remain independent entities with respect to all services performed under this Agreement. Neither Party may create or assume any liability, obligation or expense on behalf of the other, or use the other's monetary credit in conducting any activities under this Agreement.
- L. <u>Non-Discrimination</u>. The Services provided by the COUNTY hereunder shall be in compliance with applicable laws prohibiting discrimination on any basis.
- M. <u>Titles and Headings</u>. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- N. <u>Recitals</u>. The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Shared Services Agreement for the Provision of 9-1-1 Communications Services and agree to be bound by the terms thereof, as of the Effective Date.

ATTEST:	COUNTY OF BERGEN
Dated:	By: James J. Tedesco, III, County Executive or Thomas J. Duch, Esq., County Counsel/ County Administrator
	BOROUGH OF ALLENDALE
attest: nda Louise Cervino	Ву:
Dated: 9/8/2022	Printed: Ari Bernstein Title: Mayor

DATE: 09/08/2022

RESOLUTION# 22-221

Council	Motion	Second	Yes	No	Abstain	Absent
Homan						✓
Lovisolo		√	✓			
O'Connell						✓
O'Toole						✓
Sasso	√		✓			
Wilczynski			√			
Mayor Bernstein	AM 400 FEE					

Carried□	Defeated □	Tabled □

Approved on Consent Agenda ⊠

AWARD OF CONTRACT FOR PAVING PROGRAM 2022 BID – D.S. MEYER ENTERPRISES, LLC

WHEREAS, the Governing Body of the Borough of Allendale authorized advertisement and receipt of bids for the resurfacing of designated streets within the Borough of Allendale, Paving Program 2022; and

WHEREAS, a total of nine (9) bids were accepted on August 30, 2022; and

WHEREAS, after review by the Borough Attorney and Borough Engineer, D.S. Meyer Enterprises, LLC, 2 North Street, Suite 2A, Waldwick, New Jersey 07463, is the lowest responsible, responsive bidder with a bid of One Hundred Forty-Nine Thousand, One Hundred Eighty Dollars and Thirty-Nine Cents (\$149,180.39); and

WHEREAS, the Chief Financial Officer has attached a Certification that adequate funds have been duly budgeted and appropriated to pay for the contract.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that the contract for the Paving Program 2022 bid be and is hereby awarded to D.S. Meyer Enterprises, LLC, 2 North Street, Suite 2A, Waldwick, New Jersey 07463 in the amount of One Hundred Forty-Nine Thousand, One Hundred Eighty Dollars and Thirty-Nine Cents (\$149,180.39); and

BE IT FURTHER RESOLVED that the Mayor and Acting Municipal Clerk are authorized to sign an agreement with D.S. Meyer Enterprises, LLC.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 8, 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: Resolution Date: 09/08/22

149,180.39 Resolution Number: 22-221

Vendor: D0126

D S MEYER ENTERPRISES, L.L.C.

63 LONGVIEW DRIVE

WALDWICK, NJ 074631118

Contract: C2200008 2022 PAVING PROGRAM

Account Number

Amount

Department Description

C-04-55-933-101

149,180.39

ORDINANCE22-07

Total

149,180.39

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

DATE: 09/08/2022

RESOI	UTION#	22 222
	14 F [4 F] 1 [1 F]	44-44

Council	Motion	Second	Yes	No	Abstain	Absent
Homan					1100000	/ 1105CH
Lovisolo		√	√			, ,
O'Connell						
O'Toole						1
Sasso	✓		/			
Wilczynski			_/			
Mayor Bernstein	*9 00 00					

Carried□	Defeated □	Tabled □
Approved	on Consent.	Agenda ⊠

APPROVAL OF SEPTEMBER 8, 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 September 8, 2022 in the amounts of:

Bill List Numbers	September 8, 2022
Current Fund	\$1,001,360.50
Payroll Account	\$208,235.68
General Capital	\$60,998.74
Animal Fund	\$0.00
Grant Fund	\$0.00
COAH/Housing Trust	\$0.00
Improvement & Beautification	\$0.00
Unemployment Fund	\$0.00
Trust Fund	\$8,909.48
Water Operating	\$0.00
Water Capital	\$0.00
Total	\$1,279,504.40

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>September 8, 2022.</u>

Linda Louise Cervino, RMC

Municipal Clerk



Borough of Allendale

-500 WEST CRESCENT AVENUE ALLENDALE, NEW JERSEY 07401

OFFICE OF TAX COLLECTOR
OFFICE OF CHIEF FINANCIAL OFFICER

TEL: 201-818-4400 EXT 205 FAX 201-818-0193

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

Certified <u>September 8, 2022</u>

M. Alissa Mayer, CMFO

Chief Financial Officer

BILL LIST For SEPTEMBER 8, 2022

GENERAL CAPITAL FUND			\$ 27,535.55
Manual Check Check #11694 - AccessRec LLC		27,535.55	\$ 27,535.55
PAYROLL ACCOUNT			\$ 208,235.68
Borough of Allendale Payroll Fund, Bank Transfer 8/24/2022			\$ 208,235.68
Salaries and Wages FICA DCRP LIFE DISABILITY	\$ \$ \$ \$	191,441.29 14,065.68 26.95 99.00 2,602.76	
TRUST FUND			\$ 5,920.75
Borough of Allendale Payroll Fund, Bank Transfer 8/24/2022			\$ 5,920.75
Cruisers Stipend FICA	\$ \$	5,500.00 420.75	
TOTAL			\$ 241,691.98

P.O. Type: All Format: Condensed Range: 1-First Rcvd Batch Id Range: First to Last		Bid:	Open: N Void: N Paid: N Held: Y Aprv: N Rcvd: Y Y State: Y Other: Y Exempt: Y Include Non-Budgeted: Y
Department Page Break: No Budget Account Description Vendor	Subtotal CAFR: Yes Subtotal Department P.O. Id P.O. Description	Amount	Void Amount PO Type
	r.o. id r.o. bescription	Allount	votu Amount 10 Type
Department: POLICE			
1-01-25-240-043 Clothing T0183 TURN OUT UNIFORMS, INC	22-00122 2021 CLOTHING - SGT. GRIFFITH	628.91	0.00
Department Total: CAFR Total: Fund Total: Year Total:		628.91 628.91 628.91 628.91	
Department: ADMINISTRATION	•		
2-01-20-100-022 Postage SAVOY SAVOY, CAROL	22-01425 POSTAGE REIMBURSEMENT	58.00	0.00
2-01-20-100-042 Dues/Member 00061 OPTIMUM	ships/Subscriptions 22-01421 POLICE/101 NEW ST	315.20	0.00
2-01-20-100-061 Information Z0023 ZOOM VIDEO COMMUNICATIONS IN C0496 CARAHSOFT TECHNOLOGY CORP	NC 22-01201 Zoom Annual Subscription	839.90 2,254.71 3,094.61	0.00 0.00
2-01-20-100-063 miscellaneou B0349 BRUNO ASSOCIATES, INC.	is 22-01404 GRANT WRITING AUGUST 2022	2,000.00	0.00
Department Total:	ADMINISTRATION.	5,467.81	
epartment: MAYOR & COUNCIL	•		
-01-20-110-043 Training/Edu	cation IT 22-01433 2022 CONFERENCE REGISTRATIONS	420.00	0.00
-01-20-110-061 Information 20023 ZOOM VIDEO COMMUNICATIONS IN	Technology C 22-01201 Zoom Annual Subscription	149.90	0.00
Department Total: 1	MAYOR & COUNCIL	569.90	
epartment: MUNICIPAL CLERK			•
-01-20-120-021 Advertising NO025 NORTH JERSEY MEDIA GROUP	22-01112 JULY 2022 ADVERTISING	533.24	0.00
01-20-120-036 Supplies A0385 AMAZON CAPITAL SERVICES	22-01325 SUPPLIES	449.99	0.00

Budget Account Vendor	Description P.O. Id P.O. Des	cription	Amount	Void Amount	PO Type
2-01-20-120-042 M0031 MUNICIPAL	Dues/Subscriptions/Membership CLERKS ASSOC. OF NJ 22-01398 2022-23	MEMBERSHIP DUES	100.00	0.00	
	Department Total: MUNICIPAL CLERK		1,083.23		
Department: FINANCE					
2-01-20-130-023 M0016 MGL PRINT	Printing & Stationery NG SOLUTIONS 22-01393 PURCHASE	ORDERS	825.00	0.00	·
2-01-20-130-098 I0092 INFINISOU	Payroll Charges CE, INC. 22-01407 BI-WEEKL	Y PAYROLL 8.12.22	536.23	0.00	
	Department Total: FINANCE		1,361.23		
Department: TAX COLL	CTION				
P0041 PROFESSION	Training/Education AL GOVERNMENT 22-01345 ZOOM WEB: FOR PROFESSIONAL DEV 22-01346 WEBINARS	NARS - GINA WITTMAACK - GINA WITTMAACK	260.00 100.00 360.00	0.00	
	Department Total: TAX COLLECTION		360.00		
Department: TAX ASSES	SMENT				
2-01-20-150-063 B0362 BOARDWALK	Miscellaneous 1000 LLC 22-01158 ANGELA MA	TTIACE CONFERENCE	480.00	0.00	
	pepartment Total: TAX ASSESSMENT		480.00		
Department: LEGAL SER	/ICES				
2-01-20-155-063 MO055 MERCHANT, H1074 HUNTINGTON		nd per Lease Agreemnt L ATTY JUNE 2022	632.78 2,342.50 2,975.28	0.00	
	epartment Total: LEGAL SERVICES		2,975.28		
epartment: ENGINEERI	G				
-01-20-165-027 V0087 VAN CLEEF	Professional Services NGINEERING ASSOC 22-01401 ENGINEERI	NG INVCS JULY 2022	7,562.50	0.00	
İ	epartment Total: ENGINEERING CAFR Total:		7,562.50 19,859.95		
epartment: LAND USE E	OARD				· ·
-01-21-180-027 V0087 VAN CLEEF E	Professional Services NGINEERING ASSOC 22-01401 ENGINEERIN	IG INVCS JULY 2022	136.00	0.00	

Budget Account Vendor	Description	P.O. Id P.O. Description	Amount	Void Amount	РО Туре
2-01-21-180-036		22-01325 SUPPLIES	117.12	0.00	
A0385 AMAZO	ON CAPITAL SERVICES	55-01352 20bbries	117,12	0.00	
	Department Total: CAFR Total:	LAND USE BOARD	253.12 253.12		
Department: WORK	(ERS' COMPENSATION				
	WORKERS' COM Y PHYSICIAN SERVICES IN	PENSATION C 22-01408 2ND QTR 2022 DOT TESTING	136.00	0.00	
	Department Total:	WORKERS' COMPENSATION	136.00		
Department: GROU	P INSURANCE				
	Health Benef GH OF ALLENDALE - SHBP	ts 22-01426 HEALTH BENEFITS SEPT 2022	84,774.61	0.00	
	Department Total: CAFR Total:	ROUP INSURANCE	84,774.61 84,910.61		
Department: POLIC	CE				
2-01-25-240-023 I0090 IMPRES	Printing & St SSIVE PRINTING, INC.		56.00	0.00	
H0014 HOME H L0115 LINCAR D0117 DESIGN	Supplies N CAPITAL SERVICES HARDWARE, INC. NE N-STITCH Y TRAFFIC SUPPLY	22-01296 Supplies for City Keys 22-01359 Mouting and Key ID Supplies 22-01366 MONTHLY PAYMENT 7/22/22 22-01368 CHIEF FOR A DAY 22-01371 RELETTER PARKING HANGTAGS	22.81 28.60 72.00 60.00 87.50 270.91	0.00 0.00 0.00 0.00 0.00	
A0322 AZEVED	Clothing O, KEVIN PRINTING COMPANY, INC.	22-01252 Partial 2022 Allowance AZEVEDO 22-01382 PART CLOTHING ALLOWGRIFFITH _	171.00 71.80 242.80	0.00 0.00	
BO059 BERGEN	COUNTY TECHNICAL SCHOOL	ning 22-01361 Chiefs Association Event 22-01388 EMT Recert - Chief Dillon 22-01391 OPRA Training - Det. Rizzo	125.00 240.00 299.00 664.00	0.00 0.00 0.00	
A0340 A T & T A0193 LEXIS N T0193 TMDE CA A0230 ATLANTI M0241 MUNICIP E0117 ESS INC	PAL CAPITAL CORPORATION	tenance 22-01357 MONTHLY STATEMENT 6/22-7/21 22-01358 JULY 2022 MINIMUM COMMITMENT 22-01362 LIDAR Calibration 22-01365 CONTRACT USAGE CHARGE 7/1-7/31 22-01370 CONTRACT PAYMENT 34/60 22-01379 Diagnose Radio Failure 22-01384 MONTHLY STATEMENT 7/6-8/5	279.68 150.00 101.00 76.31 215.00 190.00 228.43	0.00 0.00 0.00 0.00 0.00 0.00	

Budget Account Vendor	Description	P.O. Id P.O. Description	Amount	Void Amount	РО Туре
2-01-25-240-052 E0117 ESS INC	Equipment Ma	intenance Continued 22-01390 SERVICE AGREEMENT 8/1-8/31	1,045.00 2,285.42	0.00	
CO271 COBAN COMPUTI	Information ER SOLUTIONS, LL DMMUNICATIONS IN	Technology C 22-00851 NEW DISPATCH COMPUTERS C 22-01201 Zoom Annual Subscription _	5,918.00 149.90 6,067.90	0.00 0.00	
2-01-25-240-063 IO086 IDESIGN CREAT AO070 AMERICAN TRAD CO518 CORPORATE WEL	DE MARK	S 22-01375 RADAR ENFORCED SIGNS 22-01381 TAGS - ENGRAVED 298 22-01383 BUNDLED EXAM-CROSSING GUARD _	68.00 72.50 <u>1,000.00</u> 1,140.50	0.00 0.00 0.00	
2-01-25-240-102 P0190 P & A AUTO PA U0037 URBAN AUTO SP	RTS	rs 22-01372 WIPER/OIL 204 22-01380 CAR WASH	735.24 53.40 788.64	0.00	
2-01-25-240-122 E0117 ESS INC	Changeover/eq	uipment/accessory 22-01240 Radio Install Supplies New 206	144.00	0.00	
2-01-25-240-140 A0385 AMAZON CAPITA A0385 AMAZON CAPITA		22-01335 CROSSING VEST/HAT - DIFALCO 22-01350 SAFETY CAP - JOHN DIFALCO	15.99 8.76 24.75	0.00	
Dep	artment Total: P	OLICE	11,684.92		
epartment: EMERGENCY MG	MT SERVICES			-	
-01-25-252-037 Z0023 ZOOM VIDEO COM	Communication	Equipment 22-01201 Zoom Annual Subscription	149.90	0.00	
-01-25-252-058 A0340 A T & T MOBILI		22-01389 PUBLIC SAFETY - 7/6-8/5	38,24	0.00	
Depa	rtment Total: EM	MERGENCY MGMT SERVICES	188.14		
partment: FIRE					
-01-25-255-140 C0529 CINTAS FIRST A		22-01427 EYE WASH SERVICE	257.18	0.00	
01-25-255-192 N0031 VERIZON WIRELE		22-01354 6/24-7/23	276.42	0.00	
Depa	rtment Total: FI	RE	533.60		

Budget Account Vendor	nţ	Description	P.O. Id P.O. Description	Amount	Void Amount	PQ Type
Department: I	FIRE OFFICIAL	- AND PROMISE WITH THE PROMISE OF TH				
N0091 N3) DIVISION OF ATIONAL FIRE	FIRE SAFETY PROTECTION ASSO	cions/Memberships 22-01351 DFS Subscription Renewal 22-01352 NFPA Membership & Subscription 22-01353 BCFPPA Membership Annual Dues _	1,520.50	0.00 0.00 0.00	
2-01-25-265-1 P0190 P	102 & a auto part	Vehicle Repair	s 22-01356 Fire Prevention Car Repair	207.70	0.00	
	Depar	rtment Total: FI CAFR Total:	RE OFFICIAL	1,968.20 14,374.86		
Department: S	TREETS & ROAD	o\$				
2-01-26-290-0 P0190 P	36 & a auto part		22-01410 SUPPLIES	14.64	0.00	
2-01-26-290-0 N0254 NE	63 W YORK STATE	Miscellaneous THRUWAY	22-01424 E-Z PASS VIOLATION	62.73	0.00	
2-01-26-290-1 S0424 SEA		Road Materials UCTS & SERVICES	22-01402 AQUAPHALT DELIVERY	1,934.00	0.00	
	Depar	tment Total: ST	REETS & ROADS	2,011.37		
Department: SH	HADE TREE					
2-01-26-300-19 S0320 SAN	51 VATREE	Removals	22-01146 REMOVALS COUCH CT/IVERS	1,666.00	0.00	
	Depar	tment Total: SH	DE TREE	1,666.00		
Department: ML	JNICIPAL RECY	CLING			-	$v \leftarrow r_{r_{r_{r_{r_{r_{r_{r_{r_{r_{r_{r_{r_{r$
2-01-26-306-02 R0254 ROC	29 CKLAND COUNTY	Scavenger SOLID WASTE	22-01403 RECYCLING DISPOSAL	420.48	0.00	
2-01-26-306-16 80276 BOR	57 RST LANDSCAPE	Grass/Leaves Di & DESIGN	sposal 22-01413 Disposal of Grass/Brush	1,565.00	0.00	
	Depart	ment Total: MUN	ICIPAL RECYCLING	1,985.48		
epartment: BU	UILDINGS & GRO	ounds				
-01-26-310-02 S0245 SLA	4 DE ELEVATOR	Building Mainte	nance 22-01430 Quarterly Elevator Maintenance	149.51	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount.	Void Amount	РО Туре
2-01-26-310-036 T0126 TREASU	Supplies RER-STATE OF NJ	22-01423	PESTICIDE LICENSE RENEW 2022	80.00	0.00	
	Department Total: CAFR Total:	BUILDINGS &	GROUNDS	229.51 5,892.36		
Department: PARKS						
2-01-28-370-036 P0195 PIONEER	Supplies MANUFACTURING CO., I	NC 22-01437	GAME DAY AEROSOL WHITE PAINT	1,915.77	0.00	
2-01-28-370-101 S0031 STORR T	Equipment Re RACTOR COMPANY		SUPPLIES	256.47	0.00	
	Landscape Sup UNTAIN LANDSCAPING, II		JUNE 2022 LAWN MAINTENANCE	1,444.00	0.00	
	Department Total: F	'ARKS		3,616.24		
Department: CRESTW	00D					
A0369 A & J D	Equipment Mai S IRRIGATION SUPPLY IN RAIN & PLUMBING LLC RACTOR COMPANY	C 22-01148	SHOWER REPAIR CRESTWOOD REPAIR WATER HEATER CRESTWOOD	106.84 325.00 136.28 568.12	0.00 0.00 0.00	
-01-28-371-031 A0237 AGRA ENV B0347 BUCKMAN' B0347 BUCKMAN' B0347 BUCKMAN' B0347 BUCKMAN'	S INC. S INC. S INC.	E 22-01020 22-01321 22-01336 22-01349 22-01449	CRESTWOOD LK TESTING Crestwood-Hypochlorite 8/5/22 Crestwood-Hypochlorite 8/9/22 Crestwood-Hypochlorite 8/15/22 Crestwood-Hypochlorite 8/22/22 Crestwood-Hypochlorite 8/12/22	1,229.00 1,780.79 1,843.00 1,540.00 1,964.20 1,237.00 9,593.99		C C
S0381 SITEONE	Supplies ONCEPTS GROUP, INC LANDSCAPE SUPPLY, LLC SWIMMING POOL SUPPLIES		WEED KILLER	1,329.74 224.65 168.26 1,722.65	0.00 0.00 0.00	·
	Miscellaneous APITAL SERVICES ERVICES LLC		UMBRELLAS FOR CRESTWOOD LAKE REPAIR CEILING LIGHTS CRESTWD _	539.32 150.00 689.32	0.00	
	Department Total: CR CAFR Total:	ESTWOOD		12,574.08 16,190.32		

Budget Account Vendor	Description	P.O. Id P.O. Description	Amount	Void Amount	РО Туре
Department: TELEP	HONES				
2-01-31-440-190 N0031 VERIZO N0009 VERIZO N0009 VERIZO		22-01419 BORO WIRELESS 22-01420 PD ELEVATOR PHONE 8/12-9/11 22-01431 POLICE/FIRE LINES 8/16-9/15	794.81 36.15 1,700.86 2,531.82	0.00 0.00 0.00	
	Department Total: T	ELEPHONES	2,531.82		
Department: GASOL	INE				
2-01-31-460-081 R0165 RACHLES	Diesel S/MICHELE'S OIL CO.	22-01396 DIESEL DELIVERY 8/5/22	1,015.18	0.00	
	Department Total: G CAFR Total:	ASOLINE	1,015.18 3,547.00		
Department: MUNICI	PAL COURT				
2-01-43-490-092 A0294 ADAMS,	Interpreter S NORA	ervices 22-01394 COURT INTERPRETER 8/16/22	150.00	0.00	
	Department Total: M CAFR Total:	UNICIPAL COURT	150.00 150.00		
Department: REGION	AĻ SCHOOL TAX PAYABLE				
2-01-55-605-000 N0024 NORTHER	REGIONAL SCHOON HIGHLANDS REGIONAL H	DL TAX PAYABLE 5 22-01344 SCHOOL TAX LVY- SEPTEMBER 2022	837,020.05	0.00	
	Department Total: RE	GIONAL SCHOOL TAX PAYABLE	837,020.05		
Department: TAX OV	ERPAYMENTS				
2-01-55-608-000 C0522 CORELOG	TAX OVERPAYMEN IC CENTRALIZED REFUNDS	TS 22-01405 20&30 2022 OVERPAYMENT REFUNDS	18,533.32	0.00	
	Department Total: TA CAFR Total: Fund Total: Year Total:	X OVERPAYMENTS	18,533.32 855,553.37 1,000,731.59 1,000,731.59		
Department: ORDINAN	NCE 21-11				
	Body Cameras a OMPUTER SOLUTIONS, LLC SOLUTIONS, INC	nd Related Equipment 22-01363 Supplies for BWC Station 22-01378 Uniform Mounting Clips for BWC _	299.98 950.00 1,249.98	0.00 0.00	
	Department Total: OR	DINANCE 21-11	1,249.98		

Budget Account Vendo <i>r</i>	Description	P.O. Id P.O. Description	Amount	Void Amount	РО Туре
Department: ORDINANCO	E22-07		aanuu sikkippinkin kin viit kuuruu varin kan ka		
	Computer Serv JTER CORPORATION	er 22-01386 Server for Police HQ	29,572.77	0.00	
C-04-55-933-801 R0248 RTP ENVIRO		ction 20 Soft Costs . 22-01422 Environmental Remediation	2,640.44	0.00	
	Department Total: O CAFR Total: Fund Total: Year Total:	RDINANCE22-07	32,213.21 33,463.19 33,463.19 33,463.19		
Fund: TRUST FUN Department: NON BUDGE					
T-14-55-920-005 T0183 TURN OUT U	Police Expend NIFORMS, INC	itures 22-01367 Police Chaplain ID Jacket	89.99	0.00	
T-14-55-920-013 K0161 KNUTZEN, K	Crestwood Cru ELENE	isers Expenses 22-01397 CRESTWOOD CRUISERS REIMB.	141.78	0.00	
SOOGO SADDLE RIV	Police Outside ER, BOROUGH OF OCCER CLUB	e Duty 22-01399 Pol Detail for Amer Soccer 22-01432 REFUND OF POLICE DETAIL ESCROW	342.97 249.03 592.00	0.00	
T-14-55-920-017 B0017 BEYER BROTI	Recycling Trus HERS CORP	t Expenditures 22-01412 ROLL OFF REPAIR	2,164.96	0.00	
	Department Total: NC CAFR Total: Fund Total: TR Year Total:	N BUDGET EXPENDITURES	2,988.73 2,988.73 2,988.73 2,988.73		
otal Charged Lines:	151 Total List A	mount: 1,037,812.42 Total Void Amount:	0.00		-

Totals by Yea Fund Descript		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
	1-01	628.91	0.00	628.91	0.00	0.00	628.91
	2-01	1,000,731.59	0.00	1,000,731.59	0.00	0.00	1,000,731.59
	C-04	33,463.19	0.00	33,463.19	0.00	0.00	33,463.19
TRUST FUND	T-14	2,988.73	0.00	2,988.73	0.00	0.00	2,988.73
Total Of A	.17 Funds:	1,037,812.42	0.00	1,037,812.42	0.00	0.00	1,037,812.42