

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

**DATE: 01/05/2023**

**RESOLUTION# 23-01**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

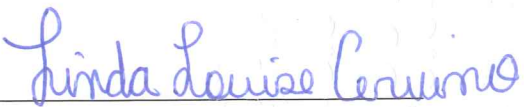
**APPROVAL OF ORDER OF VOTING**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that order of voting for the Governing Body in 2023 will be as follows:

Councilwoman Homan  
Councilwoman Lovisololo  
Councilman O'Connell  
Councilman O'Toole  
Councilman Yaccarino

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-02**

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

Carried ☐ Defeated ☐ Tabled ☐

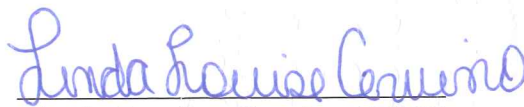
Approved on Consent Agenda ☐

**ELECTION OF COUNCIL PRESIDENT**

**BE IT RESOLVED** that Liz Homan is hereby elected President of the Borough Council for the year 2023.

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk



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

**DATE: 01/05/2023**

**RESOLUTION# 23-03**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPROVAL OF TIME AND PLACE OF MAYOR & COUNCIL  
MEETINGS FOR 2023**

**WHEREAS**, the Open Public Meetings Act, NJSA 10-4-18 et seq. took effect on January 19, 1976; and,

**WHEREAS**, the Governing Body desires to be in complete compliance with the requirements and spirit of that act.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body as follows:

1. The schedule listed below of regular meetings of this public body is hereby adopted for the year 2023;
2. A copy of the schedule shall be:
  - a. Posted and maintained through the year on the bulletin board in the Allendale Borough Hall, 500 West Crescent Avenue, Allendale, New Jersey 07401
  - b. Mailed and/or Emailed at no cost to the following newspapers: The Record, Star Ledger and the Ridgewood News
  - c. Filed in the Office of the Borough Clerk
  - d. Mailed to those who have requested same and have prepaid the sum of \$10.00 fixed to cover the cost of providing such notice
  - e. Official action may be taken.

(See copy attached and made a part hereof)

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk

RESOLUTION  
BOROUGH OF ALLENDALE  
BERGEN COUNTY, NJ

DATE: 01/05/2023

RESOLUTION# 23-03

**BOROUGH OF ALLENDALE  
MAYOR & COUNCIL 2023 MEETINGS**

Work Sessions will be held at 7:30 p.m. followed by the Regular Sessions at 8:00 p.m. in the Allendale Municipal Building, 500 West Crescent Avenue, Allendale, New Jersey 07401 on the following Thursdays:

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**JANUARY**

January 19, 2023

**FEBRUARY**

February 9, 2023  
February 23, 2023

**MARCH**

March 9, 2023  
March 23, 2023

**APRIL**

April 13, 2023  
April 27, 2023

**MAY**

May 11, 2023  
May 25, 2023

**JUNE**

June 15, 2023  
June 29, 2023

**JULY**

July 20, 2023

**AUGUST**

August 17, 2023

**SEPTEMBER**

September 7, 2023  
September 21, 2023

**OCTOBER**

October 12, 2023  
October 26, 2023

**NOVEMBER**

November 16, 2023

**DECEMBER**

December 7, 2023  
December 21, 2023

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

**DATE: 01/05/2023**

**RESOLUTION# 23-04**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPOINTMENT OF BOROUGH PROFESSIONALS**

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

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

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

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

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

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

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

**DATE: 01/05/2023**

**RESOLUTION# 23-04**

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

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

| <b>BOROUGH PROFESSIONALS</b>          |  | <b>Not to Exceed</b> |
|---------------------------------------|--|----------------------|
| <b>Animal Control</b>                 | Tyco Animal Control Service                            | \$17,500.00          |
| <b>Appraisal Firm</b>                 | BBG/ Izenberg Appraisal Associates                     | \$17,500.00          |
| <b>Appraisal Firm</b>                 | Associated Appraisal Group                             | \$50,000.00          |
| <b>Affordable Housing Consultant</b>  | Burgis Associates                                      | \$17,500.00          |
| <b>Bond Counsel</b>                   | Rogut McCarthy, LLC                                    | \$17,500.00          |
| <b>Environmental Attorney</b>         | Susan Karp, Esq.                                       | \$17,500.00          |
| <b>Environmental Consultant</b>       | RTP Environmental Associates, Inc.                     | \$17,000.00          |
| <b>Grant Writer</b>                   | Bruno Associates                                       | \$24,000.00          |
| <b>Municipal Auditor</b>              | Lerch Vinci and Higgins, LLP                           | \$60,000.00          |
| <b>Municipal &amp; Labor Attorney</b> | Wiss & Bouregy   | \$150,000.00         |
| <b>Planner</b>                        | Burgis Associates                                      | \$17,500.00          |
| <b>Risk Management Consultant</b>     | Eifert, French & Company                               | \$17,500.00          |
| <b>Municipal Engineer</b>             | Van Cleef Engineering- Michael Vreeland                | \$75,000.00          |
| <b>Engineer/Special Projects</b>      | Neglia Engineering                                     | \$65,000.00          |
| <b>Tax Appeal Attorney</b>            | Huntington Bailey- Levi J. Kool, Esq.                  | \$17,500.00          |
| <b>Construction Mgmt. Consultant</b>  | Chuck Tatosian   | \$75,000.00          |
| <b>Engineer/Special DEP Project</b>   | Dewberry Engineers Inc.                                | \$17,500.00          |
| <b>Special Counsel</b>                | DeCotiis, FitzPatrick, Cole & Giblin, LLP- Ryan Scerbo | \$17,500.00          |
| <b>IT Services Consultant</b>         | Coban Computers  | \$45,000.00          |
| <b>Borough Architect</b>              | Z+ Architects, LLC                                     | \$25,000.00          |

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

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

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

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BOROUGH OF ALLENDALE  
BERGEN COUNTY, NJ**

**DATE: 01/05/2023**

**RESOLUTION# 23-04**

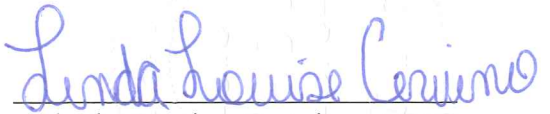
**BE IT FURTHER RESOLVED** that the compensation to be paid for the professionals named herein shall not exceed the budget appropriation for such services unless properly ordained in accordance with law; and,

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

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

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-05**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**CONFIRMATION OF STANDING COMMITTEES**

**BE IT RESOLVED** that the following Standing Committees shall be appointed by the Mayor:

Finance, Human Resources and Administration

Water, Sewer and Public Utilities

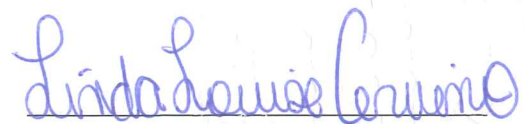
Public Works

Facilities, Parks and Recreation

Land Use and Construction Code

Public Safety

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Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-06**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPOINTMENT TO STANDING COMMITTEES**

**BE IT RESOLVED** that the first named Council member shall act as Chair of the Committee:

***Finance, Human Resources and Administration***

Councilwoman Lovisolo and Councilwoman Liz Homan

***Water, Sewer and Public Utilities***

Councilwoman Homan and Councilman Yaccarino

***Public Works***

Councilman O'Connell and Councilman O'Toole

***Facilities, Parks and Recreation***

Councilman Yaccarino and Vacant

***Land Use and Construction Code***

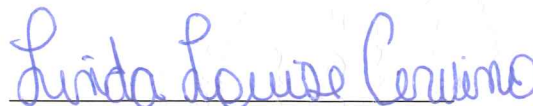
Vacant and Councilwoman Lovisolo

***Public Safety***

Councilman O'Toole and Councilman O'Connell

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk



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

**DATE: 01/05/2023**

**RESOLUTION# 23-07**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPOINTMENT OF FIRE CHIEF AND ASSISTANT FIRE CHIEF**

**BE IT RESOLVED** that the Mayor and Borough Council do hereby confirm the election of the following individuals for the term expiring December 31, 2023:

Dave Baez  
Vacant

Fire Chief  
Assistant Fire Chief

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-08**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPOINTMENT OF FIRE OFFICIAL**

**BE IT RESOLVED** that the following individual be and is hereby appointed by the Mayor and Council as Fire Official for the Borough of Allendale for the year ending December 31, 2023.

Fire Official – Kevin Todd

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-09**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**COUNCIL APPOINTMENTS – VARIOUS BOARDS**

**BE IT RESOLVED** that the following individuals are appointed to the named Board or Commission for the period specified:

**TERM EXPIRES**

**Board of Health 3-year term**

|                    |            |
|--------------------|------------|
| Robin Iverson      | 12/31/2025 |
| Christopher Martin | 12/31/2025 |
| Linda Morgan       | 12/31/2025 |

**Allendale Volunteer Goose Patrol**

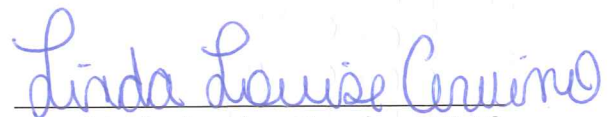
|                    |            |
|--------------------|------------|
| Trish Cellary      | 12/31/2023 |
| Carlton Frost      | 12/31/2023 |
| Jen Klemchalk Gill | 12/31/2023 |
| John Merchant      | 12/31/2023 |
| Jim Strauch        | 12/31/2023 |

**Marsh Wardens**

|               |            |
|---------------|------------|
| Mike Limatola | 12/31/2023 |
| Jim Wright    | 12/31/2023 |

---

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Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-10**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

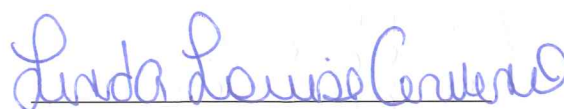
**APPOINTMENT OF ASSESSMENT AND TAX SEARCH OFFICERS**

**BE IT RESOLVED** that Linda Louise Cervino is hereby appointed as Assessment Search Officer of the Borough of Allendale; and,

**BE IT FURTHER RESOLVED** that Gina Wittmaack is hereby appointed as Tax Search Officer of the Borough of Allendale.

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-11**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

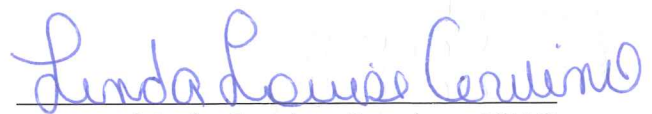
**APPOINTMENT OF FUND COMMISSIONERS OF THE BERGEN COUNTY  
MUNICIPAL JOINT INSURANCE FUND**

**BE IT RESOLVED** that Ron Kistner is appointed as Fund Commissioner of the Bergen County Municipal Joint Insurance Fund for the year 2023; and

**BE IT RESOLVED** that Amy Wilczynski is appointed as the Alternate of the Bergen County Municipal Joint Insurance Fund for the year 2023.

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-12**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPOINTMENT OF PACO OFFICER, PERSONNEL OFFICER  
AND ANTI-HARASSMENT OFFICER**

**BE IT RESOLVED** that Ron Kistner is hereby appointed as Affirmative Action Public Agency Compliance Officer (PACO) in accordance with P.L. 1975 C.127 (N.J.A.C. 17:27) for the year 2023; and,

**BE IT FURTHER RESOLVED** that Ron Kistner is hereby appointed Personnel Officer; and,

**BE IT FURTHER RESOLVED** that Linda Louise Cervino is hereby appointed as the Anti-Harassment Officer.

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Linda Louise Cervino, RMC  
Municipal Clerk



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

**DATE: 01/05/2023**

**RESOLUTION# 23-13**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

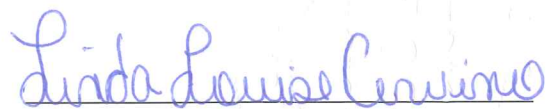
**APPOINTMENT OF FIRE INSPECTORS**

**BE IT RESOLVED** that the following individuals listed below are appointed by the Mayor and Council as Fire Inspectors for the Borough of Allendale for the year 2023:

Kevin Todd #117334  
James Schultz #180149  
Steven Alvarez #109976  
Brian Testino #158410

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk



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

**DATE: 01/05/2023**

**RESOLUTION# 23-14**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

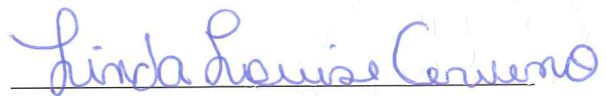
**AUTHORIZATION OF CLAIMS ACCOUNT AND  
WITHDRAWAL OF BOROUGH FUNDS**

**NOW, THEREFORE, BE IT RESOLVED** that the Chief Financial Officer is hereby authorized and directed to maintain in the official depository an account designated as the Borough of Allendale Claims Account; and,

**BE IT FURTHER RESOLVED** that all funds deposited in the account must be withdrawn by proper warrants of the Borough signed by three of the following: the Mayor, the Chief Financial Officer, the Municipal Clerk or Finance Committee Member.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-15**

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

Carried ☐ Defeated ☐ Tabled ☐

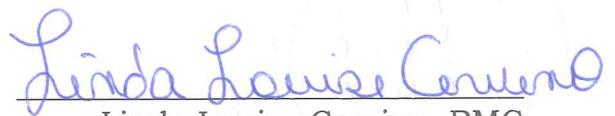
Approved on Consent Agenda ☐

**APPOINTMENT OF ADA COMPLIANCE OFFICER**

**BE IT RESOLVED** that Ron Kistner is hereby appointed as ADA Compliance Officer for the Borough of Allendale for the year 2023.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-16**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

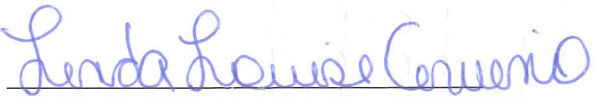
**ADOPTION OF BY-LAWS**

**WHEREAS**, pursuant to the Code of the Borough of Allendale, By-laws, Chapter A276 need to be adopted annually.

**NOW, THEREFORE, BE IT RESOLVED** that the By-laws recorded in the Code of the Borough of Allendale be and they are hereby adopted for the year 2023.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-17**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**DESIGNATION OF OFFICIAL NEWSPAPERS**

**BE IT RESOLVED** that The Record and The Star Ledger be and are hereby designated as the official newspapers of the Borough of Allendale for the year 2023.

**BE IT FURTHER RESOLVED** that notice will also be sent to The Ridgewood News, posted on the Borough's official website and posted on the bulletin board in Borough Hall.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-18**

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

Carried ☐ Defeated ☐ Tabled ☐

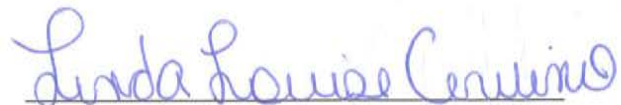
Approved on Consent Agenda ☐

**AUTHORIZATION FOR WITHDRAWAL OF WATER UTILITY FUNDS**

**BE IT RESOLVED** that all funds of the Water Operating Account or Water Capital Account deposited in the official depositories may be withdrawn by proper warrants of the Borough signed by three of the following: the Mayor, the Chief Financial Officer, the Municipal Clerk, and a member of the Finance Committee except as provided in Resolution 23-20.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-19**

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

Carried ☐ Defeated ☐ Tabled ☐

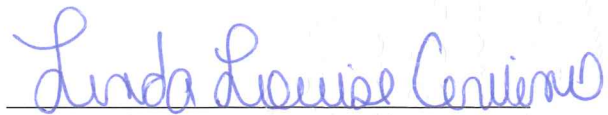
Approved on Consent Agenda ☐

**DESIGNATION OF OFFICIAL DEPOSITORIES**

**BE IT RESOLVED** that Lakeland Bank, Provident Bank, Valley Bank, J.P. Morgan Chase Bank, and New Jersey Cash Management be designated as official depositories for the Borough funds for the year 2023.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk



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

**DATE: 01/05/2023**

**RESOLUTION# 23-20**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

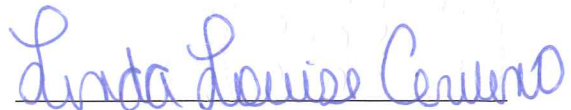
**AUTHORIZATION OF PAYROLL ACCOUNT**

**BE IT RESOLVED** that the Chief Financial Officer be and she is hereby authorized and directed to maintain in the official depository an account designated as the Borough of Allendale Payroll Account; and,

**BE IT FURTHER RESOLVED** that all funds of the Borough deposited in the account be withdrawn by proper warrants of the Borough signed by the Chief Financial Officer.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk



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

**DATE: 01/05/2023**

**RESOLUTION# 23-21**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

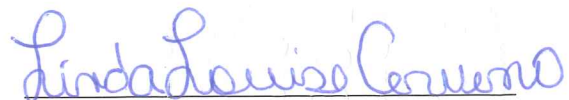
**AUTHORIZATION OF PAYMENTS BETWEEN MEETING DATES**

**WHEREAS**, it becomes necessary at times to issue checks for certain fixed charges which are due on periodic dates, such as County Taxes, Payroll and other miscellaneous items, which dates frequently occur between Council meetings.

**NOW, THEREFORE, BE IT RESOLVED** that the proper Borough Officials be and are hereby authorized to issue and sign checks for payment when such payments become due for ratification at the next following meeting.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-22**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**ADOPTION OF 2023 CASH MANAGEMENT PLAN**

**WHEREAS**, it is in the best interest of the Borough of Allendale to earn additional revenue through the investment and prudent management of its cash receipts; and,

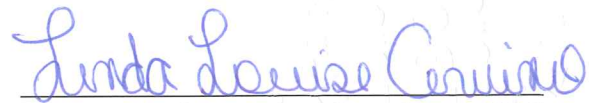
**WHEREAS**, P.L. 1983, Chapter 8 and P.L. 1997, Chapter 148, is an act concerning the Local Fiscal Affairs Law and amends N.J.S.A. 40A:5-2 and N.J.S.A. 40A:5-14; and,

**WHEREAS**, the law requires that each local unit shall adopt a cash management plan.

**NOW, THEREFORE, BE IT RESOLVED** that the following shall constitute the Cash Management Plan for the Borough of Allendale and the Chief Financial Officer shall deposit and manage its funds pursuant to this plan.

(See attached)

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-22**

Cash Management Plan  
Borough of Allendale  
**YEAR 2023**

**Purpose:**

It is in the best interest of the Borough of Allendale to earn additional revenue through the investment and prudent management of its cash receipts. Public Law 1983, Chapter 8, revised as Public Laws 1997, Chapter 148 is an act concerning the Local Fiscal Affairs Law and amends N.J.S.A. 40A:5-14. This law requires that each local unit shall adopt a Cash Management Plan.

The following shall constitute the Cash Management Plan for the Borough of Allendale, which shall deposit and manage its funds pursuant to this Plan.

**Definitions:**

1. Chief Financial Officer shall mean the Chief Financial Officer of the Borough of Allendale.
2. Fiscal Year shall mean the twelve-month period ending December thirty first.
3. Cash Management Plan shall mean that Plan as approved by resolution of the Governing Body of the Borough of Allendale.

**Designation of Depositories:**

At least once each fiscal year at its reorganization meeting, the Governing Body shall by resolution, designate the depositories in accordance with NJSA 40A:5-14.

The official depositories for the Borough of Allendale are as follows:

Lakeland Bank, Provident Bank, JP Morgan Chase, and NJCM (New Jersey Cash Management).

**Audit Requirement:**

The Cash Management Plan shall be subject to the annual audit conducted pursuant to NJSA 40A:5-14.

**Authority to Invest-Effect Telephone Transfers and Withdrawal:**

1. The Chief Financial Officer shall make and be responsible for all municipal deposits and investments.
2. The Chief Financial Officer is hereby authorized to effect telephone or electronic transfers for renewal of notes or investments into or out of authorized Borough and Water Utility Accounts.

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

**DATE: 01/05/2023**

**RESOLUTION# 23-22**

3. All Borough and Water Utility Warrants shall be signed by three of four of the following: the CFO, the Mayor, Municipal Clerk and a member of the Finance committee.
4. The Chief Financial Officer is authorized and directed to maintain an account designated as the Borough of Allendale Payroll Account, and all funds are withdrawn by proper warrants of the Borough signed by the Chief Financial Officer.

**Investment Instrument**

The Chief Financial Officer shall invest at her discretion in any investments as approved by the State of New Jersey, Department of Community Affairs, Division of Local Government Services and in accordance with N.J.S.A. 40A:5-15.1. The Borough of Allendale is currently receiving the best investment rates at Lakeland Bank and with Certificates of Deposits.

**Records and Reports**

1. The Chief Financial Officer shall report all investments in accordance with N.J.S.A. 40A:5-15.2.
2. At a minimum, the Chief Financial Officer shall:
  - a. Keep a record of all investments.
  - b. Keep a cash position record which reveals, on a daily basis, the status of the Borough's cash in its bank accounts.
  - c. Report investments to the Mayor and Council at regularly scheduled meetings of the Governing Body.
  - d. Report monthly to the Mayor and Council as to the status of cash balances, revenue collection, interest rates and interest earned.

**Cash Flow:**

1. The Chief Financial Officer shall ensure that the Borough's accounting system provides regular information concerning the Borough's cash position and investment performance.
2. All monies shall be turned over to the Chief Financial Officer and deposited in accordance with N.J.S.A. 40A:5-15.
3. The Chief Financial Officer is authorized and directed to invest funds of the Borough as the availability of funds permit. In addition, it shall be the responsibility of the Chief Financial Officer to minimize the possibility of idle cash by depositing the Borough's monies in interest bearing accounts wherever practical and in the best interest of the Borough of Allendale.

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

**DATE: 01/05/2023**

**RESOLUTION# 23-23**

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

Carried ☐ Defeated ☐ Tabled ☐

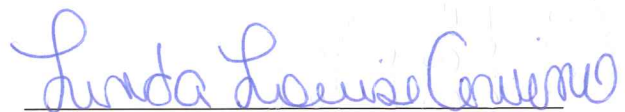
Approved on Consent Agenda ☐

**AUTHORIZATION FOR TELEPHONE TRANSFER/  
ELECTRONIC TRANSFER OF FUNDS**

**BE IT RESOLVED** that M. Alissa Mayer, Chief Financial Officer, is hereby authorized on behalf of the Borough of Allendale to effect telephone/electronic transfers of funds for renewal of notes or investments into or out of authorized Borough and Water Utility Accounts.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-24**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

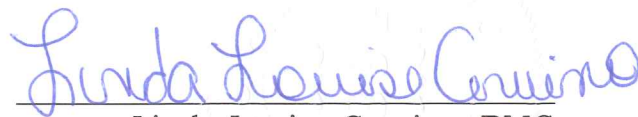
**AUTHORIZATION OF PETTY CASH FUNDS**

**BE IT RESOLVED** that the Chief Financial Officer is hereby authorized to draw current account checks for petty cash to the following individuals in the amounts stated:

|   |       |
|---|-------|
| Michael Dillon (Police Department)            | \$150 |
| Ron Kistner (Dept. of Public Works)           | \$150 |
| M. Alissa Mayer (Finance Department)          | \$250 |
| Amanda Bartoloma Richards (Mayor and Council) | \$250 |

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk



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

**DATE: 01/05/2023**

**RESOLUTION# 23-25**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPROVAL OF INTEREST ON DELINQUENT TAXES**

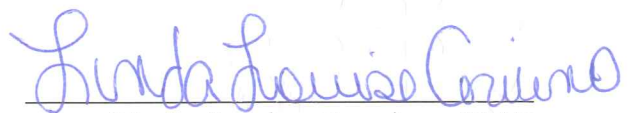
**BE IT RESOLVED** that interest will be charged at the rate of eight (8%) per cent per annum on the first \$1,500 of all delinquent taxes, assessments and Borough charges and eighteen (18%) per cent of any amounts over \$1,500 delinquency, except that no interest will be charged on taxes for the current quarter if the said taxes are paid within the tenth calendar day following the date upon which the same became payable; and,

**BE IT FURTHER RESOLVED** that the interest rates shall revert to the percentages as aforesaid from the first day of any current quarter unless taxes for the same quarter are paid during the first ten days of such quarter; and,

**BE IT FURTHER RESOLVED** that a certified copy of this resolution be transmitted to the Collector of Taxes forthwith.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk



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

**DATE: 01/05/2023**

**RESOLUTION# 23-26**

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

Carried ☐ Defeated ☐ Tabled ☐

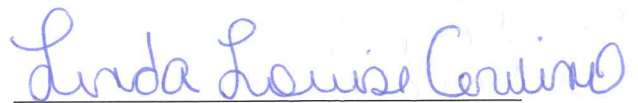
Approved on Consent Agenda ☐

**AUTHORIZATION TO CONDUCT TAX SALE**

**BE IT RESOLVED** that the Governing Body of the Borough of Allendale, County of Bergen, State of New Jersey hereby authorizes the Tax Collector to conduct the annual tax sale for delinquent property taxes and any other municipal charges.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-27**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐


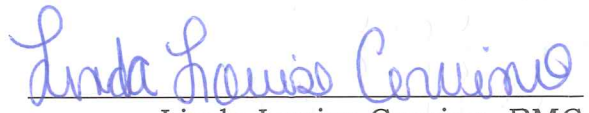
**APPROVAL OF FEE FOR RETURNED CHECKS**

**WHEREAS**, N.J.S.A. 40:5-18 provides for the imposition of a service charge to be added to any amount owing to the municipality if payment tendered on the account was tendered by a check which was returned for insufficient funds.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Allendale that the Chief Financial Officer is hereby authorized to impose a \$28.00 fee for all returned checks to any General Fund Account and Water Utility Account of the Municipality.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
  
Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-28**

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

Carried ☐ Defeated ☐ Tabled ☐

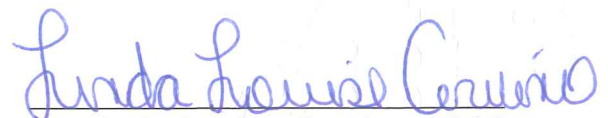
Approved on Consent Agenda ☐

**AUTHORIZATION FOR CONTINUED COMPENSATION  
FOR BOROUGH EMPLOYEES**

**BE IT RESOLVED** that the Chief Financial Officer be and she is authorized and directed to continue the compensation of Borough employees at previously authorized levels until such time as a resolution is adopted or as stated in a contractual agreement by the Governing Body of the Borough of Allendale setting forth the salaries of Borough employees for the year 2023.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-29**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**WAIVER OF INSURANCE FOR NON-PROFIT ORGANIZATIONS**

**WHEREAS**, the Borough of Allendale, from time to time, authorizes use of public facilities for certain non-profit organizations which do not have insurance coverage; and,

**WHEREAS**, the Borough is willing to permit use of its public facilities to such organizations provided that such use is consistent with the underwriting guidelines of the Borough's insurer.

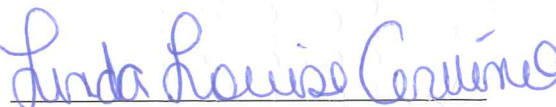
**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body that it does hereby agree to waive insurance for the following not-for-profit organizations:

Republican Club  
Democratic Club  
Veterans of Foreign Wars  
Allendale Housing, Inc.  
Allendale Senior Housing  
Allendale Womans Club

**BE IT FURTHER RESOLVED** that the waiver of insurance herein shall extend for a period of one (1) year only and must be renewed annually.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-31**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPOINTMENT OF POLICE CHAPLAIN**

**BE IT RESOLVED** that Father Michael Allen of Trinity Episcopal Church in Allendale, New Jersey be and is hereby appointed as Police Chaplains of the Borough of Allendale for the year 2023.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-30**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPROVAL OF COVERAGE OF QUASI-PUBLIC ENTITIES BY JIF**

**WHEREAS**, the Borough of Allendale is a participating member of the Bergen County Municipal Joint Insurance Fund relative to General Liability and other coverage; and

**WHEREAS**, the “Fund” has adopted certain criteria to distinguish between bona fide municipal activities and other quasi-public entities not sponsored by the municipality and therefore, not subject to coverage by the “Fund”, and

**WHEREAS**, it has been determined that in order to be covered by the “Fund” an organization or activity meet the test that its function is of the type that historically municipalities have undertaken themselves or have provided with insurance coverage and/or is one which advances a bona fide local public purpose on a non-profit basis typically met by local government, the benefits of which are available to the municipality in general; and

**WHEREAS**, the Borough has asked the “Fund” to extend General Liability and non-owned Automobile Liability Coverage to the following entities:

Class I – Allendale Firemen’s Relief Association  
Class I – Allendale Volunteer Firemen’s Association  
Class I – Allendale Volunteer Ambulance Corp  
Class I – Allendale Exempt Firemen’s Association  
Class I – Allendale Junior Fire Association  
Class I – Allendale Community Emergency Response Team  
Class III – XYZ Senior Citizens  
Class III – Friends of the Library  
Class III – Allendale Historical Society  
Class III – Holiday Observers  
Class III- Allendale Garden Club  
Class III – Allendale Volunteer Goose Patrol  
Class III - Fell House – Concerned Citizens of Allendale  
Class III – Allendale Circle of Support



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

**DATE: 01/05/2023**

**RESOLUTION# 23-30**

Class IV – Allendale Recreation Commission  
Class IV – Crestwood Lake Swim Team  
Class IV – Aleoop  
Class IV – Allendale Sports Alliance

**WHEREAS**, the Borough wishes to list the following sports program activities that are covered under the Allendale Recreation Committee:

Baseball – 3<sup>rd</sup> grade through 8<sup>th</sup> grade  
Basketball – Kindergarten through 12<sup>th</sup> grade  
Kickball – Kindergarten  
Soccer – Pre-K through 12<sup>th</sup> grade  
Softball – 1<sup>st</sup> grade through 8<sup>th</sup> grade  
T-Ball – 1<sup>st</sup> and 2<sup>nd</sup> grades  
Volleyball – 5<sup>th</sup> grade through 8<sup>th</sup> grade  
Fun with Fitness – 3<sup>rd</sup> grade through 8<sup>th</sup> grade

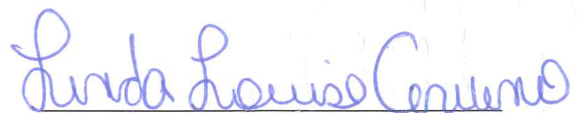
**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Allendale as follows:

It is hereby certified that the above listed organizations exist within the Borough of Allendale as a bona fide charitable, educational, or recreational activity of the municipality and is, in fact an organization that supports and/or provides services to the municipality in general and as such is sponsored or subsidized directly or indirectly by the municipality.

The Borough of Allendale does hereby request that this organization described herein be named as an additional insured for General Liability and Non-owned Automobile Liability Coverage in accordance with the applicable limits and restrictions.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk



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

**DATE: 01/05/2023**

**RESOLUTION# 23-32**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPOINTMENT OF ZONING OFFICER**

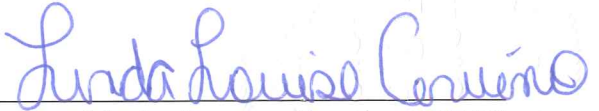
**WHEREAS**, the Borough of Allendale is in need of the services of a Zoning Officer.

**NOW, THEREFORE, BE IT RESOLVED** that Anthony Hackett is hereby appointed to the aforementioned position to be effective January 1, 2023 for a term to expire December 31, 2023.

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

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-33**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPOINTMENT OF PROPERTY MAINTENANCE OFFICER**

**WHEREAS**, the Borough of Allendale is in need of the services of a Property Maintenance Officer.

**NOW, THEREFORE, BE IT RESOLVED** that Michael Limatola is hereby appointed to the aforementioned position to be effective January 1, 2023 for a term to expire December 31, 2023.

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

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-34**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**ADOPTION OF VOLUNTEER TUITION CREDIT PROGRAM**

**WHEREAS**, the Mayor and Council of the Borough of Allendale in the County of Bergen, deems it appropriate to enhance the recruitment of volunteer firefighters and emergency medical volunteers in the Borough of Allendale, and

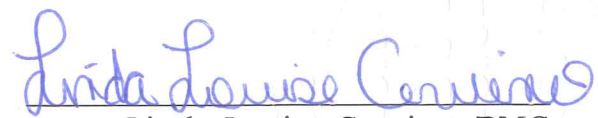
**WHEREAS**, the State of New Jersey has enacted P.L. 1998, c. 145 which permits municipal governments to allow their firefighting and emergency medical volunteers to take advantage of the Volunteer Tuition Credit Program at no cost to the municipal government.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale in the County of Bergen that the Volunteer Tuition Credit Program as set forth in P.L. 1998, c. 145 is herewith adopted for volunteer firefighters and emergency medical volunteers in the municipality, and

**BE IT FURTHER RESOLVED** that the Municipal Clerk is herewith delegated the responsibility to administer the program and is authorized to enter into all agreements and to maintain files of all documents as may be required under the P.L. 1998, c. 145, a copy of which is herewith made part of this resolution.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-35**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPOINTMENT OF ADMINISTRATIVE OFFICER**

**WHEREAS**, Ron Kistner was appointed Administrative Officer of the Borough of Allendale on August 27, 2015 by Resolution 15-251; and,

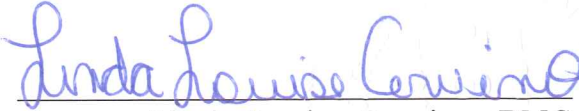
**WHEREAS**, Ron Kistner has performed all of the necessary functions of the Administrative Officer;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Allendale that Ron Kistner is hereby reappointed Administrative Officer of Allendale pursuant to Code Section 53-48 et. seq. for the one-year term of January 1, 2023 to December 31, 2023; and,

**BE IT FURTHER RESOLVED** that the annual salary for the position of Administrative Officer shall be commensurate with the 2023 Salary Ordinance; and

**BE IT FURTHER RESOLVED** that the Mayor, Chief Financial Officer, Municipal Attorney and Municipal Clerk 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 January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk



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

**DATE: 01/05/2023**

**RESOLUTION# 23-36**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPOINTMENT OF BOARD OF TRUSTEES  
ALLENDALE HOUSING, INC.**

**WHEREAS**, Allendale Housing, Inc. has been incorporated since September 12, 2008; and,

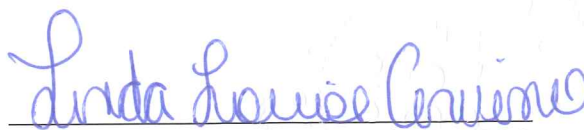
**WHEREAS**, it is necessary to appoint a Board of Trustees; and,

**WHEREAS**, there shall be seven (7) Trustees; six (6) Trustees from the general public and one (1) Trustee from the Council of the Borough of Allendale.

**NOW, THEREFORE, BE IT RESOLVED**, that Mayor Amy Wilczynski is appointed as Trustee representing the Municipal Council for a term ending December 31, 2023.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-37**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPOINTMENT OF 5G WIRELESS COMMUNICATIONS CARRIERS AND  
FACILITIES CONSULTANT - HOPLITE COMMUNICATIONS, LLC**

**WHEREAS**, it is necessary for the Borough of Allendale (the "Municipality") to retain a consultant to provide municipal services with regard to the Municipality's communication carriers as carrier agreements and wireless communications facilities, in particular, the installation of next generation mobile networks in the public right-of-way, are beyond the scope and expertise of professionals normally utilized by the Municipality; and

**WHEREAS**, pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-53.2, application review and inspection charges shall be limited only to professional charges for review of applications, review and preparation of documents and inspections of developments under construction and review by outside consultants where an application is of a nature beyond the scope of the expertise of the professionals normally utilized by the Municipality; and

**WHEREAS**, the Municipality desires to appoint Hoplite Communications, LLC, with offices at 197 Route 18, Suite 3000, East Brunswick, NJ 08816, as a consultant to provide municipal services with regard to the Municipality's communications carriers; and

**WHEREAS**, Consultant has provided a copy of its summary of services, incorporated herein by reference; and

**WHEREAS**, Hoplite Communications will serve as Consultant, also known as "Designee", at no cost to the Municipality for the term of January 5, 2023 through December 31<sup>st</sup>, 2023; and

**WHEREAS**, all compensation paid to the consultant for services rendered to the Municipality will be paid the communications / utility carrier.



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

**DATE: 01/05/2023**

**RESOLUTION# 23-37**

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Allendale, County of Bergen and State of New Jersey that Hoplite Communications is hereby appointed as a Consultant to the Municipality to provide municipal services with regard to the Municipality's communication carriers as set forth in its summary of services referenced herein; and

**BE IT FURTHER RESOLVED**, that the Consultant will provide its services to the Municipality at no cost to the Municipality for the term of January 5, 2023, through December 31, 2023; and

**BE IT FURTHER RESOLVED**, that all services rendered to the Municipality will be paid by the communications / utility carrier; and

**BE IT FURTHER RESOLVED** that the Mayor and Council of the Borough of Allendale hereby authorizes Mayor Amy Wilczynski to enter into a contract with Hoplite Communications in accordance with the terms of this resolution herein; and

**BE IT FURTHER RESOLVED**, that this resolution to appoint Consultant is made without competitive bidding in accordance with the Local Public Contracts Law, specifically N.J.S.A. 40A:11-6.1, because the value of the goods or services does not exceed the bidding threshold; and

**BE IT FURTHER RESOLVED**, that the Municipal Clerk be and she is hereby authorized and directed to forward a copy of this resolution to Peter J. Lupo, Esq. of Hoplite Communications LLC, upon its passage; and

**BE IT FURTHER RESOLVED**, that this resolution is available for public inspection in the Allendale Borough clerk's office.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-38**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPOINTMENT OF CONTINUING DISCLOSURE AGENT  
AND INDEPENDENT REGISTERED MUNICIPAL ADVISOR**

**WHEREAS**, the Borough of Allendale is in need of a Continuing Disclosure Agent and Independent Registered Municipal Advisor; and

**WHEREAS**, Phoenix Advisors, LLC satisfactorily performed these services in 2022; and

**WHEREAS**, Phoenix Advisors, LLC has submitted a proposal for services in 2023;

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Phoenix Advisors, LLC is hereby appointed as the Continuing Disclosure Agent and Independent Registered Municipal Advisor for the Borough of Allendale for the year 2023;

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk



**AGREEMENT  
for  
MUNICIPAL ADVISOR AND CONTINUING DISCLOSURE SERVICES**

**THIS AGREEMENT** (the "Agreement"), made and entered into on January 01, 2023, by and between Allendale Borough, 500 W. Crescent Avenue, Allendale, NJ 07401-1799 (the "Client"), and Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, New Jersey 08505 ("Phoenix Advisors"),

**WITNESSETH:**

**WHEREAS** Phoenix Advisors has expertise across a variety of disciplines, including but not limited to municipal advisor services, continuing disclosure, rating agency surveillance, project finance, debt management and financial consulting, and being duly registered as a Municipal Advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), is qualified to perform such professional services;

**WHEREAS** the Client desires to engage Phoenix Advisors to perform the professional services set forth herein; and

**WHEREAS** the parties desire to set forth herein the terms and conditions under which Phoenix Advisors will provide such services to the Client;

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

**General.** Phoenix Advisors will perform the professional services set forth herein.

**Term.** This Agreement shall have a term of one (1) year from the effective date noted above. This Agreement is subject to annual renewal and may be terminated by either the Client or Phoenix Advisors upon thirty (30) days prior written notice.

**General Compensation.** The client agrees to the compensation schedule set forth herein. There shall be no additional charge for out-of-pocket expenses incurred by Phoenix Advisors unless specifically agreed. Should any modification of fees become appropriate, the client shall receive written notification. In the event of termination of the agreement, Phoenix Advisors reserves the right to receive payment of its fee, calculated on a pro rata basis, for all services rendered under this Agreement up to and including the date of termination.

**Professional Qualifications.** Under SEC and MSRB regulations, municipal advisor professionals owe a fiduciary duty to the Client. Any person that provides advice to municipal entities concerning the issuance of municipal securities must be registered with the SEC and the MSRB. Any Phoenix Advisors professional providing advice to our clients must hold a Series 50



Municipal Advisor Representative license. Phoenix Advisors professionals who supervise the provision of municipal securities advice must hold a Series 54 Municipal Advisor Principal license. All Phoenix Advisors municipal advisor professionals hold the appropriate licenses. All licensees are subject to continuing education protocols.

Neither Phoenix Advisors nor any individual representing Phoenix Advisors possesses any authority concerning any decision of the Client or any official of the Client beyond the rendition of information or advice. Phoenix Advisors does not provide legal or accounting advice. None of the services contemplated in this Agreement shall be construed as legal advice or a substitute for legal services. The Client hereby acknowledges its responsibilities concerning federal securities laws and represents its intention to comply in all respects with federal securities laws. Phoenix Advisors and the Client agree, at their own expense, to operate in full compliance with all governmental laws, regulations, and requirements applicable to the duties conducted hereunder. Phoenix Advisors and the Client will obtain and maintain in force, at its own expense, all licenses, permits, and approvals required for its performance under this Agreement and will obtain all required authorizations and approvals prior to commencement of the services.

**Disclosure of Conflicts of Interest.** The MSRB requires Phoenix Advisors to provide written disclosure to the Client about material conflicts of interest. Disclosures required by the MSRB are set forth herein.

**Indemnification and Release.** The Client agrees, to the full extent permitted by law, to indemnify and hold harmless Phoenix Advisors, its officers, directors, shareholders, members, employees and agents ("Phoenix Indemnitees") against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Agreement or the performance by any of the Phoenix Indemnitees of the services under this Agreement, excepting only those damages, liabilities or costs attributable to a material breach of any of the representations of Phoenix Advisors in this Agreement. In consideration of the substantial risks to Phoenix Advisors in rendering professional services in connection with this Agreement, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against Phoenix Indemnitees, which may arise out of or in connection with this Agreement or the performance by any of the parties above named of the services under this Agreement.

**Entire Agreement.** The Agreement and all exhibits thereto constitute the entire agreement of the parties hereto and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter, and this Agreement, including all exhibits thereto, prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communication between the parties during the term of this Agreement, including all exhibits thereto, unless such additional terms are consented to by both parties in writing.

**Severability and Survival.** If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect. The covenants set forth above shall



survive and shall continue to be binding notwithstanding the termination of this Agreement for any reason whatsoever.

**Applicable Law.** This Agreement shall be governed by the laws of the State of New Jersey.

**IN WITNESS WHEREOF,** The Client and Phoenix Advisors have caused this Agreement to be duly executed by their authorized representatives, as of the effective date noted above.

**ALLENDALE BOROUGH**

By: M. Allison Mayer  
Authorized Signatory

**PHOENIX ADVISORS, LLC**

By: D. Thompson  
David B. Thompson, Chief Executive Officer



## EXHIBIT I - SCOPE OF SERVICES

### CONTINUING DISCLOSURE

Phoenix Advisors has offered comprehensive continuing disclosure services since 2014. Beginning in 2023, this vital post-issuance service extends to include **Debt Caddie**, our debt service payment reminder platform. Under SEC Rule 15c2-12 (the "Rule"), issuers of municipal debt must regularly make secondary market disclosure of financial information and other disclosable events, as described in the continuing disclosure undertakings in the Official Statements that accompany their debt issues. With the cooperation of the client, Phoenix Advisors compiles the required information, files it in a timely fashion and provides confirmation of the filing for client records to demonstrate compliance with the Rule.

- **Codify Issues That Are Subject to Continuing Disclosure**
  - Obtain and examine the Client's Official Statements relating to its outstanding bond issues to research the requirements found in the prior undertakings.
  - Review the Client's financial statements for information concerning debt and lease obligations and other relevant obligations.
  - Discuss with the Client its filing and/or reporting obligations.
- **Disclosure Obligation & Debt Service Schedule Setup**
  - Capture critical data concerning continuing disclosure requirements and filings, along with principal and interest debt service payments for our proprietary database.
  - Apply database functions to each outstanding financial obligation with filing requirements.
  - Provide initial report to the Client to review and confirm for accuracy.
  - On an ongoing basis, enter into our database new financial obligations of which the Client has made us aware.
- **Monitor, React and Meet Filing Deadlines**
  - Actively monitor the Client's unique deadlines to ensure timely filing of required documents.
  - When possible, gather required documents from public sources, e.g., state and local websites.
  - Provide database-generated messages to give the Client sufficient advance notice of approaching filing deadlines.
  - Contact the Client by phone or email to pursue missing documents.
- **File Financial and Operating Data**
  - File Operating Data in addition to filing Audited Financial information.





- Work with the Client to assure that Operating Data reports, as filed, meet the requirements of the Client's prior undertakings.
  - If necessary, prepare the required Operating Data document to be filed in accordance with the Client's prior undertakings.
- **Confirm Filings to Client Promptly**
  - Forward to the client MSRB submission confirmations for disclosure filings made on EMMA.
  - Record and maintain EMMA filings in our proprietary database.
- **File Documents Uniformly, Accurately and Promptly**
  - Use consistent naming conventions and descriptive titles on EMMA filings to create a uniform and logical chronology.
  - Associate filings with appropriate CUSIP numbers on EMMA.
  - File documents on EMMA within forty-eight (48) hours of receipt.
  - In concert with the Client, identify relevant documents not required to be filed under the Client's prior undertakings and file them as voluntary submissions on EMMA. These may include budgets, debt statements, unaudited financial statements and bank loans.
- **Disclosure Events and Timely Filing of Notices**
  - Proactively monitor rating agency news and web sites for rating changes that affect the Client and file appropriate disclosure event notices on EMMA.
  - Proactively monitor rating changes affecting bond insurers or credit enhancement programs, e.g., state school bond enhancement programs, to determine which, if any, of the Client's bonds are affected and file appropriate disclosure event notices.
  - File event notices for the various disclosure events identified by the Rule on the Client's relevant financial obligations that are impacted.
- **Provide a Comprehensive Filing Report Each Year**
  - Annually prepare a continuing disclosure summary report containing each issue for which there is a continuing disclosure obligation, each required filing made and each disclosure event notice filed on the Client's behalf during the reporting year.
  - Include in the summary report a (5) year history of the Client's filings.
  - Prior to the publication of an offering document relating to municipal securities, the Continuing Disclosure Agent, if made aware of such offering, will prepare an interim report for the Client to review for completeness and accuracy.
  - The interim report will provide the basis for certain disclosures made in the offering document. The Continuing Disclosure Agent, bond counsel and other interested parties are entitled to rely upon the interim report.



- **Debt Caddie – Debt Service Payment Reminders**

- Debt service payments must be on time, in the correct amounts, and with the correct references, in order to avoid clean up administration and reporting that can unnecessarily alarm investors.
- Three weeks (15 business days) prior to each scheduled debt-service payment date, Debt Caddie provides the Client with a detailed payment reminder with itemized principal and interest amounts due (per issue and in the aggregate, if applicable), for cross-checking against your own records and the payee's.
- The Client will receive a separate reminder for each scheduled payment date throughout the [calendar/contract/fiscal] year.
- For book-entry payments to the Depository Trust Company ("DTC"), Phoenix Advisors acts as an interface to facilitate the timely allocation and processing of funds through the complexities of DTC's rigid systems.

#### Client Responsibilities

- The occurrence of a disclosure event may not be apparent to the Continuing Disclosure Agent. It is ultimately the Client's responsibility to notify the Continuing Disclosure Agent of any reportable event.
- Clients are always notified by the rating agencies when their ratings are adjusted. It is incumbent upon the Client to notify the Continuing Disclosure Agent when the Client is so notified by the rating agencies or other entities.
- It is the responsibility of the Client to review submission confirmations for accuracy and completeness and retain copies of submission confirmations in its files.
- The Client must review the annual continuing disclosure summary report and relay to the Continuing Disclosure Agent within ten (10) calendar days any error, discrepancy, omission or concern relating to the accuracy or completeness of the report. It is agreed hereby that after ten (10) calendar days, and absent notice from the Client, the report is accepted by the Client as accurate and complete.
- If this process requires collaboration with any of the Client's other retained professionals, any fees of those professionals are solely the responsibility of the Client.
- It is essential that the Client notify Phoenix Advisors within ten (10) calendar days of the occurrence of any disclosure event requiring the filing of an event notice under the Rule or the Client's prior undertakings.



The disclosure events requiring such notification include:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;
- vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- vii. Modifications to rights of security holders, if material;
- viii. Bond calls, if material, and tender offers;
- ix. Defeasances;
- x. Release, substitution, or sale of property securing repayment of the securities, if material;
- xi. Rating changes;
- xii. Bankruptcy, insolvency, receivership or similar event of the obligated person;
- xiii. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- xv. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- xvi. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.



## EXHIBIT II - COMPENSATION

Phoenix Advisors has a fiduciary duty to put your interests first in all matters relating to our engagement. There is no separate fee or obligation related to the appointment of Phoenix Advisors as your Municipal Advisor and Continuing Disclosure Agent, other than the fees for Continuing Disclosure Services noted below. As your Municipal Advisor and Continuing Disclosure Agent, we remain available to answer general questions concerning outstanding debt issues, market conditions, or to prepare preliminary project analyses or review financing proposals, as requested.

### 1. FEES FOR CONTINUING DISCLOSURE SERVICES:

- ❖ \$1,600 base fee (for up to three (3) outstanding issues), plus \$100 for each additional outstanding obligation, if filings are required.
- ❖ \$450 per issue set-up charge, discounted to \$200 if Phoenix Advisors serves as Municipal Advisor on the transaction.
- ❖ \$250 for each Event filing we make under the SEC's Event Disclosure Rule. Phoenix Advisors will waive this fee if engaged as Municipal Advisor on a transaction that involves such Event filing.
- ❖ \$250 for each Notice of Redemption made in connection with an outstanding term bond maturity.
- ❖ All fees are accumulated and invoiced toward the end of the relevant year.

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If you request municipal advisor services for a specific engagement, such as the issuance of bonds or notes, redevelopment advisory or rating agency surveillance, as more fully described herein, you will receive a separate engagement letter. Non-hourly compensation is **all-inclusive** – we do **not** charge for out-of-pocket expenses, fees for travel time or attendance at meetings without prior notification. Costs associated with debt issuance are customarily included in the bond ordinance authorization and would likely not be part of your current budget expenses. The details of compensation and municipal advisor services provided will be clearly delineated in the engagement letter.



## EXHIBIT III - MSRB REQUIRED DISCLOSURES

Phoenix Advisors, LLC is a licensed municipal advisor duly registered with the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). The MSRB requires municipal advisors to provide their clients with certain disclosures relating to actual or potential material conflicts under Rule G-42.

MSRB Rule G-42 requires that all municipal advisors provide disclosures of legal or disciplinary events material to the integrity of the municipal advisor's management or advisory personnel. There are no legal or disciplinary events concerning Phoenix Advisors, our management, or advisors filed on any Form MA or Form MA-I filed with the SEC. The MSRB's website is [www.msrb.org](http://www.msrb.org) and the link for the Municipal Advisor Client Brochure is [www.msrb.org/sites/default/files/MSRB-MA-Clients-Brochure.pdf](http://www.msrb.org/sites/default/files/MSRB-MA-Clients-Brochure.pdf). SEC forms MA and MA-I are available on the SEC's EDGAR website at: [www.sec.gov/edgar/searchedgar/companysearch](http://www.sec.gov/edgar/searchedgar/companysearch).

Having exercised reasonable diligence, we are aware of no material conflicts of interest that would preclude us from fulfilling our fiduciary duty on any transaction for which we are engaged. Should we become aware of any material conflict, we would immediately inform the affected parties. Phoenix Advisors makes the following disclosures in connection with our engagement:

**General Mitigation of Conflicts.** Phoenix Advisors has a fiduciary duty to our clients, which includes a duty of loyalty in performing all municipal advisor services. Accordingly, we are always ethically bound to deal honestly and in the utmost good faith with our clients, placing your interests ahead of ours at all times. We also mitigate potential conflicts by adhering to a high standard of suitability for any service rendered to our clients. Phoenix Advisors mitigates any potential conflict described below through our adherence to this fiduciary duty.

**Other Business Lines.** Phoenix Advisors offers a variety of services, including but not limited to Municipal Advisor services, fiscal/budgetary consulting, redevelopment advisory, and various post-issuance compliance services such as Continuing Disclosure Agent services. These offerings could lead to the appearance of a conflict through the cross-selling of our services; however, we clearly disclose that there is no contingency requiring a client to accept multiple services.

**Other Municipal Advisory Relationships.** Phoenix Advisors serves a broad array of other clients, such as school districts, cities and towns, fire districts, counties, and regional authorities that may, from time to time and depending on specific circumstances, have interests that compete with yours. Phoenix Advisors owes a fiduciary duty to any and all clients for whom it performs Municipal Advisory services. No other engagements or relationships would impair our ability to fulfill our regulatory duties to any client.

**Third-Party Service Providers.** From time to time, third-party service providers or vendors may host informative conferences, seminars and other functions (namely the annual conferences of BAM and AGM, the two major bond insurance providers) that are attended by industry



participants, including Phoenix Advisors. We typically solicit competitive quotes for third-party services with or without attending any functions sponsored by vendors.

**Non-Exclusive Relationship.** Phoenix Advisors may represent, perform services for, and contract with as many additional clients, persons, or companies as we, in our sole discretion, see fit, provided those services do not pose a conflict of interest with the services we perform for our clients.

**Ongoing Disclosure.** All municipal advisors are required to provide to each client written documentation of their municipal advisor relationship. You have received a written agreement and/or engagement letter, that includes a scope of services, compensation information and disclosure of potential conflicts of interest, if any. We review each engagement to identify, mitigate or eliminate potential conflicts of interest.

**Compensation-Based Potential Conflicts.** MSRB Rule G-42 requires that all municipal advisors provide this information regarding the potential for conflicts arising from certain types of pricing.

**Fixed Plus Variable Fee Contingent Upon Closing.** Compensation includes both a fixed fee component and variable fee component, and the payment of such fees shall be contingent upon the delivery of the issue. This form of compensation may present a potential conflict of interest because, in certain circumstances, it could result in the recommendation of less time-consuming alternatives, failure to perform a thorough analysis of alternatives or a larger than necessary par amount.

**Variable Fee Contingent Upon Closing.** Compensation is based on the size of the issue and the payment of such fees shall be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive to recommend a financing that is unnecessary, disadvantageous, or includes a larger than necessary par amount.

**Fixed Fee Contingent Upon Closing.** Compensation is a fixed amount and the payment of such fees shall be contingent upon the delivery of the issue. The amount is usually based upon, among other things, the expected duration and complexity of the transaction and the scope of services to be performed. This form of compensation may present a potential conflict of interest because the transaction could require more work than originally contemplated, which could result in the recommendation of less time-consuming alternatives or failure to perform a thorough analysis of alternatives.

**Hourly.** Compensation is based on the hourly fees of our personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation may present a potential conflict of interest because, absent an agreed upon maximum fee, there may not be a financial incentive to recommend alternatives that would result in fewer hours worked.

**If you have any questions about your relationship with Phoenix Advisors,  
Call your Municipal Advisor professional at 866-291-8180**





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Note: The following overviews are not formal Scopes of Services. For a specific engagement, a more detailed Scope of Services tailored to the actual services requested will be provided.

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## EXHIBIT IV - OVERVIEW OF ADDITIONAL SERVICES

### DEBT ISSUANCE

At Phoenix Advisors, we believe the client deserves a complete understanding of the municipal debt issuance process. We guide you through the marketplace, addressing any questions and concerns at each juncture. There are various types of debt financing available to municipal issuers, including general obligation bonds, revenue bonds, notes, leases, bank loans, ESIPs, and NJIB loans, to name a few. Our primary objectives are to develop a strategic plan that fits your needs, to coordinate the financing process, to take an active, constructive role on your behalf in the execution of the transaction, and to provide post-issuance analysis and administration. As Municipal Advisor for an issuance of debt, we perform the following:

1. Develop a strategic plan that fits your needs.
  - Design a sound plan of finance that considers your existing financial strengths and growth patterns to ensure the success of the current and future transactions.
  - Assess the cost-benefit of available financing options, structures & concepts.
  - Recommend appropriate structure, terms, credit enhancements and timing-to-market.
  - Prepare clear and concise public presentations to State oversight boards, governing bodies, rating agencies or bond insurers.
2. Coordinate the financing process.
  - Establish a timeline identifying key events, dates, and responsibilities.
  - Manage communication and workflow transparently among the working group.
  - Contribute to preparation of the Official Statement and other required offering documents consistent with market standards and satisfactory to interested parties.
  - Develop rating agency strategy, researching and preparing a comprehensive rating presentation to obtain the best possible result. (See Rating Agency Expertise below)
  - Prepare specifications, solicit and evaluate bids, and recommend the most cost-effective, qualified providers of third-party services, if necessary.
3. Execute the transaction.
  - Utilize real-time market statistics and reference points to evaluate the market environment and determine suitable timing, terms, and structure.



- Coordinate public bid solicitation for competitive sales and manage the underwriter selection process for negotiated sales.
  - Conduct investor outreach to educate investors and underwriters about your offering.
  - Participate actively in the sale of your debt, provide live translation of events during competitive bid submissions, and dialogue strategically with underwriters if negotiated.
4. Administration, post-issuance analysis and reporting.
- Administer efficient closing – flow of funds, closing documents, debt service schedules.
  - Provide options for investment of bond proceeds, if necessary.
  - Produce summary report(s) and follow-up analysis.
  - Monitor outstanding debt and market conditions for refunding opportunities.
  - Assist with secondary market reporting requirements, if engaged. (See Continuing Disclosure below)

#### **DEBT MANAGEMENT, BUDGET/FISCAL CONSULTING & CAPITAL PLANNING**

Our professionals have extensive experience in debt management, budget/fiscal consulting, and capital planning. Services in this area will be tailored to your specific needs, which may include any of the following specialized tasks and services:

- Analyze existing and future obligations in the context of debt capacity, debt per capita, and amortization, including mitigation options such as restructuring and refinancing.
- Provide analytical services for financial planning efforts and assist with long-range capital budget, financing strategy and debt service projections.
- Review third-party solicitations with respect to debt refinancing, financial products, or RFP responses, and assess their viability.
- Review budget operations, including revenue shortfalls or expenditure overflows based on changes in the tax levy, other revenues, state aid, debt service and other expenditures, and quantify impacts on the taxpayers, ratepayers, and other stakeholders.
- Evaluate the financial condition, future viability, and potential sale valuation of municipal assets (utilities, etc.).
- Develop a customized debt management and/or fund balance policy.

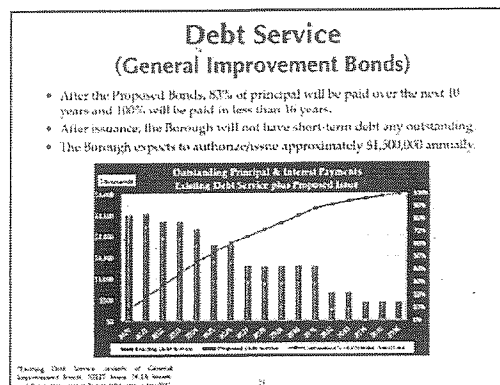
#### **RATING AGENCY EXPERTISE**

A proactive, strategic approach to interaction with rating agencies is essential to achieving a successful outcome since a strong underlying credit rating is critical to achieving the best possible financing. With this goal, Phoenix Advisors takes the lead in the rating process by recommending the appropriate rating agency (or agencies) and helps you interact with them more effectively.

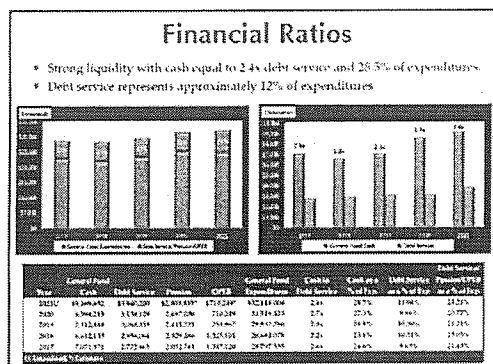


Each agency uses its own proprietary evaluation methodology, which our professionals have studied and are intimately familiar with. A municipal credit rating is generally comprised of four parts:

- i. economic data and taxpayer / ratepayer base
- ii. financial performance, liquidity, and reserves
- iii. debt and liabilities
- iv. management and policies



We prepare a comprehensive presentation tailored to your unique characteristics and circumstances, emphasizing the areas on which the rating agencies are expected to focus during their review. We understand the economic, demographic and financial ratios that impact your credit rating and will help you put your best foot forward by highlighting your strengths. From local wealth/income metrics to fund balance ratios, our presentation will serve as a guide for the discussion to ensure we touch upon all the key areas.



Our professionals take the lead in discussions but give you ample opportunity to elaborate on each topic. We request a list of questions from the credit analyst in advance to avoid surprises. In addition to emphasizing your strengths, it is important to address proactively what could be perceived as limitations, giving you the ability to structure the discussion. We will work with you and the credit analyst to provide any information requiring follow-up after the presentation.

A stronger credit rating attracts broader appeal in the capital markets, which leads to more cost-effective financings. Whether for a new issue or a periodic surveillance review, Phoenix Advisors helps you to interact with the rating agencies more effectively.



### **REDEVELOPMENT ADVISORY**

Phoenix Advisors provides expert financial advice at each stage of a Redevelopment project from conception through completion to administration. Projects typically involve public-private partnerships that employ various tax abatement strategies to encourage investment, such as payments in lieu of tax (PILOTs). As Redevelopment Advisor, we perform the following:

- Review developer proposals to confirm assumptions (rents, expenses, construction costs, financing terms) are consistent with market conditions.
- Model cash flows independently to assess feasibility and the need for tax abatement.
- Compare proposed PILOT revenue projections to current and traditional taxes.
- Estimate the impact on municipal and school costs.
- Negotiate PILOT terms with the developer and review the Financial Agreement.
- Prepare presentations to the administration, governing body, and the public, as required.
- Assist with the implementation of the PILOT, including:
  - Monitor the developer's compliance with the terms of the Financial Agreement.
  - Calculate and invoice PILOT payments based on actual, audited financials.

### **ENERGY SAVINGS IMPROVEMENT PROGRAMS**

Phoenix Advisors has been the leader in providing municipal advisory services on ESIP financings. Since the new ESIP law was enacted in 2009, Phoenix Advisors and its professionals have served as municipal advisor on more ESIP financings than any other New Jersey municipal advisory firm.

- Provide advice regarding renewable energy and energy efficient projects through either a lease purchase or bond financing through the Energy Savings Improvement Program.
- Evaluate competitive bids for Energy Savings Company ("ESCO") services and/or professional engineering/energy approach towards execution of ESIP.
- Provide input as to the value of ESCO guarantees and their costs.
- Advise as to costs/benefits of lease purchase financing versus refunding bond financing (competitive, negotiated, private placement methods) given existing legal constraints, market conditions and credit factors.
- Review and analyze the proposed project, projected energy savings, optimal repayment schedule and project timing, and advise in final structuring decisions to ensure annual debt service levels meet preferred debt service coverage ratios and do not exceed projected energy savings and incentives.



- Assist with the procurement of financing by soliciting proposals from lessors or investment banking firms, and the preparation or review of the various financing documents prepared in connection with the ESIP.
- Coordinate the application to the Local Finance Board and meet with the Division of Local Government Services and Board of Public Utilities staff, as needed.

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

**DATE: 01/05/2023**

**RESOLUTION# 23-39**

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

Carried ☐ Defeated ☐ Tabled ☐

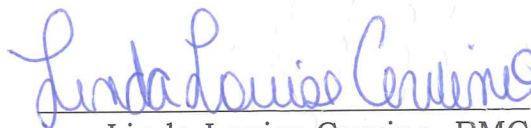
Approved on Consent Agenda ☐

**APPOINTMENT OF DEPUTY EMERGENCY MANAGEMENT COORDINATORS**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Mike Limatola and Terrence Lawler shall serve as Deputy Emergency Management Coordinators for a one-year term through December 31, 2023.

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-40**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPOINTMENT OF WATER COLLECTOR**

**WHEREAS**, the Borough of Allendale is in need of the services of a Water Collector.

**NOW, THEREFORE, BE IT RESOLVED** that M. Alissa Mayer is hereby appointed to the aforementioned position to be effective January 1, 2023 for a term to expire December 31, 2023.

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

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk



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

**DATE: 01/05/2023**

**RESOLUTION# 23-41**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPOINTMENT OF DIRECTOR OF OPERATIONS**

**WHEREAS**, there is a need to appoint a Director of Operations for the Borough of Allendale.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it does hereby appoint Ron Kistner as Director of Operations.

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

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-42**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPOINTMENT OF CREW CHIEFS  
FOR THE DEPARTMENT OF PUBLIC WORKS**

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that the following appointments and corresponding salaries be made:

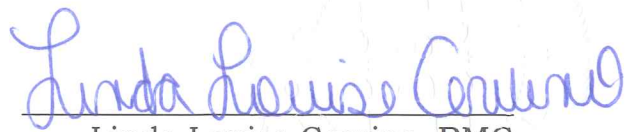
|                  |            |                      |
|------------------|------------|----------------------|
| Dan Richards     | Crew Chief | \$12,500.00 annually |
| Richard McDowell | Crew Chief | \$ 6,000.00 annually |
| John Pasquino    | Crew Chief | \$ 3,000.00 annually |

**BE IT FURTHER RESOLVED** that the foregoing appointment and accompanying compensation be made effective as of January 1, 2023, and expire on December 31, 2023.

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

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-43**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPOINTMENT OF COURT OFFICIALS**

**WHEREAS**, the Borough of Allendale requires the professional services of a Prosecutor, Alternate Prosecutor, Public Defender and Alternate Public Defender for the calendar year 2023; and,

**WHEREAS**, it is anticipated that the expenditure for each of such professional services will not exceed the sum of \$17,500 in said calendar year and therefore, the "Pay to Play" Statute and Regulations do not apply to these appointments; and,

**WHEREAS**, the Chief Financial Officer in accordance with the Local Public Contracts Law has duly certified that adequate funds have been or will be appropriated in the 2023 temporary or permanent budget for fees reasonably required by each of such professionals in the appropriate line items in said budget(s).

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Borough of Allendale that the following appointments are hereby made:

Municipal Prosecutor: Richard Rosa, Esq., for a term of one year commencing January 1, 2023 until December 31, 2023 and until a successor is appointed and qualified pursuant to N.J.S.A. 2B:25-4a;

Alternate Prosecutor: \_\_\_\_\_, Esq., for a term of one year commencing January 1, 2023 until December 31, 2023;

Public Defender: Robert Metzdorf, Esq., for a term of one year commencing January 1, 2023 until December 31, 2023 and until a successor is appointed and qualified pursuant to N.J.S.A. 2B:24-4a;

Alternate Public Defender: Louis DeAngelis, Esq., for a term of one year commencing January 1, 2023 until December 31, 2023;

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

**DATE: 01/05/2023**

**RESOLUTION# 23-43**

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk are authorized to execute contracts with each of the said professionals and to take all of the steps necessary to carry this resolution into effect; and,

**BE IT FURTHER RESOLVED** that the foregoing appointments are made without competitive bidding under the provisions of the Local Public Contracts Law which exempts from competitive bidding "professional services" rendered by persons authorized by law to practice a recognized profession and whose practice is regulated by law.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-44**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPOINTMENT OF THE BOROUGH'S  
EMERGENCY TELEPHONE SYSTEM COORDINATOR**

**WHEREAS**, the Borough of Allendale is required pursuant to State law and the regulations of the State Department of Treasury to appoint a coordinator for the Borough's emergency telephone 9-1-1 System; and

**WHEREAS**, the municipal coordinator of the 9-1-1 System is responsible for maintaining a plan for enhanced emergency services throughout the Borough and for developing such revisions to the plan as may be necessary for review by the Mayor and Council of the Borough; and

**WHEREAS**, the Borough is empowered by law to appoint and employ professionals, technical advisors and experts as the Borough may determine to be necessary for its efficient operation; and

**WHEREAS**, the Borough has received a written recommendation from Michael T. Dillon, Chief of Police of the Allendale Police Department, requesting the appointment of Police Officer Daniel Rosendahl as the municipal coordinator of the 9-1-1 System; and

**WHEREAS**, the Mayor and Council of the Borough are desirous of appointing Police Officer Daniel Rosendahl to serve as municipal coordinator for the 9-1-1 System in accordance with the requirements and procedures mandated under N.J.S.A. 52: 17C-1 et seq., and N.J.A.C. 17:24-5.1 et seq.,

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

1. That Police Officer Daniel Rosendahl of the Allendale Police Department is hereby appointed to serve as the municipal coordinator for the Borough's 9-1-1 System.

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

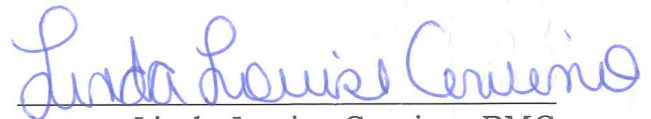
**DATE: 01/05/2023**

**RESOLUTION# 23-44**

2. That Police Officer Daniel Rosendahl shall perform all such duties and carry out all of the responsibilities as set forth in the existing plan for enhanced emergency services throughout the Borough and in accordance with the requirements and procedures mandated under N.J.S.A. 52: 17C-1 et seq, and N.J.A.C. 17:24-5.1 et seq.,
3. That no further action of the Borough shall be required.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk



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

**DATE: 01/05/2023**

**RESOLUTION# 23-45**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPROVAL OF 2023 TEMPORARY BUDGET**

**WHEREAS**, 40A:4-19 Local Budget Act provides that (where any contracts, commitments or payments are to be made prior to the final adoption of the 2023 budget) temporary appropriations be made for the purposes and amounts required in the manner and time therein provided; and,

**WHEREAS**, the date of this resolution is within the first thirty days of 2023; and,

**WHEREAS**, the total appropriations in the 2022 Budget, less appropriations made for capital improvement fund, debt service and relief of the poor (public assistance) are as follows:

|               |              |
|---------------|--------------|
| General       | \$13,802,679 |
| Water Utility | \$ 1,661,793 |

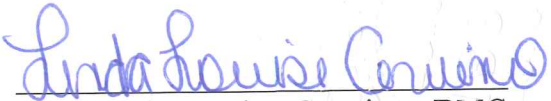
**WHEREAS**, 26.25 percent of the total appropriations in the 2022 Budget, less appropriations for capital improvement fund, debt service and relief of the poor (public assistance) in the said 2022 Budget is as follows:

|               |              |
|---------------|--------------|
| General       | \$ 3,623,203 |
| Water Utility | \$ 436,221   |

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Borough Council of the Borough of Allendale, County of Bergen, that the following temporary appropriations be made and that a certified copy of this resolution be transmitted to the Chief Financial Officer for her records.

(See copy attached)

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk



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

**DATE: 01/05/2023**

**RESOLUTION# 23-45**

|                                    |        |
|------------------------------------|--------|
| <b>ADMINISTRATION</b>              | -      |
| SALARIES & WAGES, ADMINISTRATION   | 15,000 |
| OTHER EXPENSES - ADMINISTRATION    | 18,000 |
| <b>MAYOR &amp; COUNCIL</b>         | -      |
| OTHER EXPENSES - MAYOR & COUNCIL   | 2,000  |
| <b>MUNICIPAL CLERK</b>             | -      |
| SALARIES & WAGES - MUNICIPAL CLERK | 46,000 |
| OTHER EXPENSES - MUNICIPAL CLERK   | 14,000 |
| <b>FINANCE</b>                     | -      |
| SALARIES & WAGES - FINANCE         | 42,000 |
| OTHER EXPENSES - FINANCE           | 9,500  |
| <b>TAX COLLECTION</b>              | -      |
| SALARIES & WAGES - TAX COLLECTION  | 17,340 |
| OTHER EXPENSES - TAX COLLECTION    | 4,500  |
| <b>TAX ASSESSMENT</b>              | -      |
| SALARIES & WAGES - TAX ASSESSMENT  | 12,800 |
| OTHER EXPENSES - TAX ASSESSMENT    | 30,000 |
| <b>LEGAL SERVICES</b>              | -      |
| OTHER EXPENSES - LEGAL             | 25,000 |
| <b>ENGINEERING</b>                 | -      |
| OTHER EXPENSES - ENGINEERING       | 13,000 |

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

**DATE: 01/05/2023**

**RESOLUTION# 23-45**

|  |         |
|--|---------|
| <b>PLANNING AND ZONING BOARD</b>         | -       |
| SALARIES & WAGES, PLANNING & ZONING      | 12,000  |
| OTHER EXPENSES, PLANNING & ZONING        | 2,000   |
| <b>CONSTRUCTION CODE/BUILDING DEPT.</b>  | -       |
| SALARIES & WAGES, CONSTRUCTION CODE/BLDG | 25,000  |
| OTHER EXPENSES, CONSTRUCTION CODE/BLDG.  | 7,800   |
| <b>ELECTRICAL INSPECTOR</b>              | -       |
| SALARIES & WAGES, ELECTRICAL INSPECTOR   | 3,750   |
| <b>PLUMBING SUBCODE</b>                  | -       |
| SALARY & WAGE - PLUMBING SUBCODE         | 3,400   |
| <b>PROPERTY MAINTENANCE INSPECTOR</b>    | -       |
| SALARY & WAGE - PROPERTY MAINTENANCE     | 7,000   |
| <b>FIRE SUBCODE</b>                      | -       |
| SALARY & WAGE, FIRE SUBCODE              | 3,200   |
| <b>INSURANCE - OTHER</b>                 | -       |
| OTHER EXPENSES - INSURANCE - OTHER       | 55,000  |
| <b>WORKERS' COMPENSATION</b>             | 45,000  |
| <b>GROUP INSURANCE</b>                   | -       |
| OTHER EXPENSES - GROUP INSURANCE         | 250,000 |
| <b>POLICE</b>                            | -       |
| SALARY & WAGE - POLICE                   | 631,544 |
| OTHER EXPENSES - POLICE                  | 25,000  |

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

**DATE: 01/05/2023**

**RESOLUTION# 23-45**

|  |         |
|--|---------|
| <b>EMERGENCY MGMT SERVICES</b>           | -       |
| SALARY & WAGE - EMERGENCY MGMT SVCS      | 950     |
| OTHER EXPENSES - EMERGENCY MANAGEMENT    | 290     |
| <b>FIRE</b>                              | -       |
| OTHER EXPENSES - FIRE                    | 10,000  |
| <b>FIRE OFFICIAL</b>                     | -       |
| SALARY & WAGE - FIRE OFFICIAL            | 5,000   |
| OTHER EXPENSES - FIRE OFFICIAL           | 2,000   |
| <b>RADIO EQUIPMENT MAINTENANCE</b>       | -       |
| OTHER EXPENSES - RADIO EQUIPMENT         | 1,200   |
| <b>MUNICIPAL PROSECUTOR</b>              | -       |
| SALARY & WAGE - MUNICIPAL PROSECUTOR     | 1,500   |
| <b>STREETS &amp; ROADS</b>               | -       |
| SALARY & WAGE - STREETS & ROADS          | 215,000 |
| OTHER EXPENSES - STREETS & ROADS         | 15,000  |
| <b>SNOW REMOVAL</b>                      | -       |
| OTHER EXPENSES - SNOW REMOVAL            | 75,000  |
| <b>SHADE TREE</b>                        | -       |
| OTHER EXPENSES - SHADE TREE              | 2,900   |
| <b>GARBAGE &amp; TRASH REMOVAL</b>       | -       |
| OTHER EXPENSES - GARBAGE & TRASH REMOVAL | 80,000  |

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

**DATE: 01/05/2023**

**RESOLUTION# 23-45**

|                                      |        |
|--------------------------------------|--------|
| <b>MUNICIPAL RECYCLING</b>           | -      |
| SALARY & WAGE - MUNICIPAL RECYCLING  | 500    |
| OTHER EXPENSES - MUNICIPAL RECYCLING | 32,000 |
| <b>BUILDINGS &amp; GROUNDS</b>       | -      |
| OTHER EXPENSES - BUILDINGS & GROUNDS | 40,000 |
| <b>BOARD OF HEALTH</b>               | -      |
| OTHER EXPENSES - BOARD OF HEALTH     | 1,000  |
| <b>ANIMAL CONTROL</b>                | -      |
| OTHER EXPENSES - ANIMAL CONTROL      | 1,500  |
| <b>PARKS</b>                         | -      |
| OTHER EXPENSES - PARKS               | 4,000  |
| <b>CRESTWOOD</b>                     | -      |
| OTHER EXPENSES - CRESTWOOD           | 5,000  |
| <b>ELECTRICITY</b>                   | -      |
| OTHER EXPENSES - ELECTRICITY         | 14,000 |
| <b>STREET LIGHTING</b>               | 20,000 |
| <b>TELEPHONES</b>                    | -      |
| OTHER EXPENSES - TELEPHONES          | 15,000 |
| <b>GAS (NATURAL)</b>                 | -      |
| OTHER EXPENSES - GAS (NATURAL)       | 20,000 |
| <b>GASOLINE</b>                      | -      |
| OTHER EXPENSES - GASOLINE            | 20,000 |

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

**DATE: 01/05/2023**

**RESOLUTION# 23-45**

|  |                         |
|--|-------------------------|
| PUBLIC EMPL RETIREMENT SYSTEM                                      | 240,793                 |
| SOCIAL SECURITY  | 86,000                  |
| POL & FIRE RETIREMENT SYSTEM                                       | 774,536                 |
| DCRP   | 1,500                   |
| PUBLIC DEFENDER  | -                       |
| SALARY & WAGE - PUBLIC DEFENDER                                    | 200                     |
| <b><i>SUB-TOTAL APPROPRIATIONS WITHIN "CAPS"</i></b>               | <b><i>3,004,703</i></b> |
| <b><i><u>OPERATIONS OUTSIDE "CAPS"</u></i></b>                     |                         |
| N W BERGEN SEWER AUTHORITY   | -                       |
| OTHER EXPENSES - NW BERGEN SEWER                                   | 464,200                 |
| LIBRARY  | -                       |
| OTHER EXPENSES - LIBRARY   | 150,000                 |
| INTERLOCAL WALDWICK WELL BABY                                      | -                       |
| OTHER EXPENSE - WALDWICK WELL BABY                                 | -                       |
| MUNICIPAL COURT  | -                       |
| SALARY & WAGE - MUNICIPAL COURT                                    | 4,000                   |
| OTHER EXPENSES - MUNICIPAL COURT                                   | 300                     |
| <b><i>SUB-TOTAL APPROPRIATIONS OUTSIDE "CAPS"</i></b>              | <b><i>618,500</i></b>   |
| <b><i><u>TOTAL APPROPRIATIONS</u></i></b>                          | <b><i>3,623,203</i></b> |
| <b><i><u>APPROPRIATIONS EXCLUDED FROM TEMPORARY BUDGET</u></i></b> |                         |
| CAPITAL IMPROVEMENT FUND   | 45,000                  |

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

**DATE: 01/05/2023**

**RESOLUTION# 23-45**

|  |                  |
|--|------------------|
| PAYMENT OF NOTE PRINCIPAL                                    | 4,675,478        |
| PAYMENT OF NOTE INTEREST                                     | 69,431           |
| PAYMENT OF BOND PRINCIPAL                                    | 100,000          |
| PAYMENT OF BOND INTEREST                                     | 5,166            |
| <hr/>  |                  |
| <b><i>TOTAL APPROPRIATIONS EXCLUDED FROM TEMP BUDGET</i></b> | <b>4,895,075</b> |

**BOROUGH OF ALLENDALE WATER UTILITY**

**2023 TEMPORARY BUDGET**

|                             |                  |
|-----------------------------|------------------|
| Salaries & Wages            | 1,500.00         |
| Other Expenses              | 50,000.00        |
| Social Security             | 100.00           |
| <hr/>                       |                  |
| <b>Total Appropriations</b> | <b>51,600.00</b> |

**Debt Service**

|                           |                   |
|---------------------------|-------------------|
| Principal on Notes        | 268,806.00        |
| Interest on Notes         | 3,991.76          |
| Principal on Bonds        | 125,000.00        |
| Interest on Bonds         | 15,467.38         |
| <hr/>                     |                   |
| <b>Total Debt Service</b> | <b>413,265.14</b> |



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

**DATE: 01/05/2023**

**RESOLUTION# 23-46**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**AUTHORIZATION TO PARTICIPATE IN BERGEN COUNTY LAW  
ENFORCEMENT MUTUAL AID & RAPID DEPLOYMENT FORCE**

**WHEREAS**, the police departments in Bergen County have a day-to-day responsibility to provide for the security of lives and property, for the maintenance and preservation of the public peace and order, and

**WHEREAS**, Law Enforcement Officials also have a responsibility to provide for preparedness against natural emergencies, such as floods, hurricanes, earthquakes, major storms, etc., man-made causes, civil unrest, and civil disobedience such as riot, strikes, jail or prison riots, train wrecks, aircraft crashes, major fires, ethnic disorders, riots, terrorist incidents and bombings, state and national emergencies, and

**WHEREAS**, the Bergen County Police Chief's Association has proposed a Mutual Aid Plan and Rapid Deployment Force to deal with these emergencies, and

**WHEREAS**, this Plan is adopted in accordance with the provisions of N.J.S.A. 40A:14-156, N.J.S.A. 40A:14-156.1, N.J.S.A. 40A:14-156.4 and N.J.S.A. App. A:9-40.6, and

**WHEREAS**, this Plan will provide a uniform procedure for the coordination of the requesting, dispatching, and utilization of law enforcement personnel and equipment whenever a local law enforcement agency requires mutual aid assistance from any other jurisdiction, both contiguous and non-contiguous, in the event of an emergency, riot or disorder, in order to protect life and property, and

**WHEREAS**, it is also recognized that the Allendale Chief of Police, in accordance with the provisions of N.J.S.A. 40A:14-118 and under the authority of the Bergen County Prosecutor, has the authority to assign officers to a Task Force, Rapid Deployment Team, or Regional SWAT Team operated in conjunction with the Bergen County Prosecutor's Office, and

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

**DATE: 01/05/2023**

**RESOLUTION# 23-46**

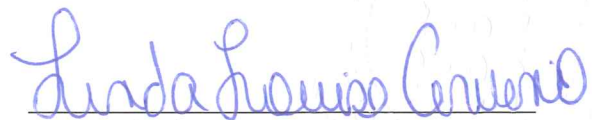
**WHEREAS**, it is the desire of the Mayor and Council of the Borough of Allendale to participate in a Mutual Aid Plan and Rapid Deployment Force in accordance with the Plan as submitted by the Bergen County Police Chief's Association.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale that the police Department of the Borough of Allendale under the direction of the Chief of Police, cooperate with the Bergen County Police Chief's Association to create an Interlocal Services Agreement with all municipalities in the County of Bergen in order to put into place the Mutual Aid Plan and Rapid Deployment Force, and

**BE IT FURTHER RESOLVED** that a copy of the Resolution be forwarded to the County Executive, the Board of Chosen Freeholders, the County Prosecutor, and all municipalities in the County of Bergen.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

**To:** Lisa Caporale; 'Joy Convertini'; 'Stovall, Omar'; swehmann@alpinenj.org; boroclerk@bergenfield.com; clerk@bogotaonline.org; oem@carlstadtnj.us; szoklu@cliffsideparknj.gov; agray@closternj.us; fmaragliano@cresskillboro.org; susandemboro@aol.com; jsiek@dumontboro.org; dmicci@eastrutherfordnj.net; aoconnor@edgewaternj.org; edelaney@elmwoodparknj.us; clerk@emersonnj.org; ywazirmas@cityofenglewood.org; Borough@englewoodcliffsnj.org; lborchers@englewoodcliffsnj.org; NMagarelli@fairlawn.org; cgoddel@fairlawn.org; dtesta@fairviewborough.com; e-rosario@fortleenj.org; grulli@franklinlakes.org; edelaney@garfieldnj.org; jscalia@glenrocknj.net; dkarlsson@hackensack.org; clerk@harringtonparknj.gov; lvarga@hasbrouck-heightsnj.org; fay@haworthnj.org; dkohan@hillsdalenj.org; clerk@ho-ho-kusboro.com; mtineo@leonianj.gov; b-maldonado@littleferrynj.org; cdamico@lodi-nj.org; angelaw@lyndhurstnj.org; kcovello@mahwahtwp.org; bdispoto@maywoodboro.org; wmartin@midlandparknj.org; miarossi@montvaleboro.org; ssanyal@moonachie.us; cdemiris@newmilfordboro.com; kmoore@northarlington.org; boroughclerk@boroughofnorthvale.com; jpadovano@norwoodboro.org; boroclerk@oakland-nj.org; llyons@oradell.org; 'Gina Kim'; akusznis@paramusborough.org; mgiandomenico@parkridgeboro.com; mbendian@ramseynj.com; lsilvestri@ridgefieldboro.com; togrady@ridgefieldpark.org; hmailander@ridgewoodnj.net; clerk@rivervalenj.org; clerk@rockleighnj.org; mscanlon@rutherfordboronj.com; plodico@saddlebrooknj.gov; vnienhouse@saddleriver.org; municipalclerk@southhackensacknj.org; clerk@teanecknj.gov; ginger@teterboronj.org; khalewicz@waldwicknj.org; holmo@wallingtonnj.org; switkowski@twpofwashington.us; khughes@westwoodnj.gov; debbiedakin@wclnj.com; gaffuso@njwoodridge.org; wyckoffclerk@wyckoff-nj.com; jdonch@oldtappan.net

**Cc:** Mike Dillon; prosecutor@bcpo.net; countyexecutive@co.bergen.nj.us; LRodriguez@co.bergen.nj.us

**Subject:** RE: Borough of Allendale Resolution 23-46 - 2023 Authorize to Participate in Bergen County Law Enforcement Mutual Aid & Rapid Deployment Force

**Attachments:** RES 23-46 Authorization to participate in Bergen County Law Enforcement Mutual Aid & Rapid Deployment Force.pdf

Good morning,

Attached please find Resolution, #23-46, which was adopted by the Governing Body of the Borough of Allendale at the Re-organization meeting on Thursday, January 5, 2023.

Have a great day!

Linda Louise Cervino, RMC  
Municipal Clerk  
Borough of Allendale  
201-818-4400 x 216

cc: Mike Dillon, Allendale Police Chief  
Bergen County Executive  
Bergen County Prosecutor  
Board of Chosen Freeholders – Clerk to the Board

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

**DATE: 01/05/2023**

**RESOLUTION# 23-47**

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

Carried ☐ Defeated ☐ Tabled ☐

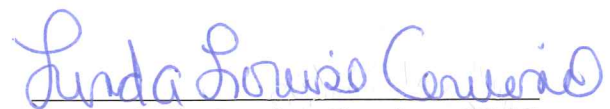
Approved on Consent Agenda ☐

**APPOINTMENT OF AFFORDABLE HOUSING  
REPRESENTATIVE – RON KISTNER**

**BE IT RESOLVED** by the Mayor and Borough Council of the Borough of Allendale, County of Bergen, State of New Jersey that Ron Kistner be and is hereby appointed the Affordable Housing Representative for the Borough of Allendale.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-48**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

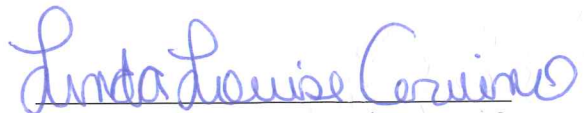
**AUTHORIZATION OF SHARED SERVICE AGREEMENT WITH  
NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY FOR NJ  
LICENSED SEWER OPERATOR SERVICES**

**WHEREAS**, the Borough of Allendale seeks to enter into an agreement with the Northwest Bergen County Utilities Authority to provide Licensed Sewer Operator Services for the period January 1, 2023 to December 31, 2023 pursuant to the terms of the Shared Service Agreement.

**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 authorized the Mayor and Municipal Clerk to sign a Shared Service Agreement offered through the Northwest Bergen County Utilities Authority (NBCUA) for sewer operator services effective January 1, 2023 until December 31, 2023.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk





**NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY**

30 Wyckoff Avenue  
at Authority Drive  
P.O. Box 255  
Waldwick, NJ 07463

Tel: 201.447.2660  
Fax: 201.447.0247  
www.nbcua.com

November 14, 2022

Ms. Linda Cervino, Clerk  
Borough of Allendale  
500 West Crescent Avenue  
Allendale, NJ 07401

Re: Shared Services Agreement, Licensed Operator

Dear Ms. Cervino,

The Shared Services Agreement between the Northwest Bergen County Utilities Authority and your municipality for licensed sewer operator services is set to expire on December 31, 2022. In order to continue receiving these services, please sign the enclosed two (2) Shared Services Agreements and return back to my attention along with a copy of the Resolution authorizing the municipality to enter in the Agreement. Once fully executed, I will send back one (1) original agreement for your files.

If you have any questions, please do not hesitate to contact me.

Sincerely,

**NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY**

Alison Gordon  
Administrative Assistant

encl.

## SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, made, and entered into this 5<sup>th</sup> day of January, 2023, by and among:

THE BOROUGH OF ALLENDALE, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as "Allendale" and the NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, doing business at 30 Wyckoff Avenue, P.O. Box 255, Waldwick, New Jersey 07463, hereinafter referred to as "NBCUA".

WHEREAS, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; 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 taxpayers; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 *et. seq.*) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, Allendale and the NBCUA have researched the feasibility of entering into an agreement under the authority of Uniform Shared Services and Consolidation Act, whereby the NBCUA would provide to Allendale the services of a licensed sewer operator, in addition to other services as outlined more specifically in Paragraph 3 of this Agreement; and

WHEREAS, Allendale has adopted Resolution # 23-48, which authorizes Allendale to enter into an agreement with the NBCUA, for the services as outlined in Paragraph 3.

NOW, THEREFORE, this Agreement is entered into by and among the Borough of Allendale and the NBCUA for the purpose of defining and specifying the obligations of the parties and Allendale and the NBCUA hereby agree as follows:

1. Pursuant to N.J.S.A. 40A:65-1 *et. seq.*, both Allendale and the NBCUA shall adopt the appropriate Resolution, which will formally authorize the entering into of this Agreement between the parties.
2. The duration of this Agreement shall be for a period of one (1) year following the commencement date. The commencement date shall be January 1, 2023.
3. The NBCUA shall provide the following services to the Borough of Allendale:
  - a. The NBCUA shall act as the New Jersey Licensed Sewer Operator for the Borough of Allendale.

- b. NBCUA will respond to sanitary sewer collection emergencies 24 hours a day, seven days a week.
  - c. NBCUA will coordinate all third-party repairs of the collections system.
  - d. NBCUA will, when necessary, coordinate, participate and correspond to any and all NJDEP inspections and actions regarding the sanitary collection system.
  - e. NBCUA will coordinate with Allendale any NJDEP Hotline calls and correspondence regarding the sanitary collection system.
  - f. NBCUA, upon request, can coordinate and conduct a manhole inspection program that will involve the physical inspection of every manhole within Allendale over a three-to-five-year cycle.
  - g. NBCUA, upon request, can conduct annual NJ State Certified Backflow Preventer tests on all of your backflow prevention devices.
4. In consideration for the services to be rendered by the NBCUA to Allendale, pursuant to Paragraph 3 above, Allendale shall pay to NBCUA:
- a. Four (4) equal installments of \$1,070.00 on or before March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup> and December 1<sup>st</sup> of each year, for a total annual compensation of \$4,280.00.
  - b. Non-Business hours – emergency responses (per man) \$120.71/hr.
  - c. Business hours emergency/non-basic repair and catch \$ 96.58/hr.  
basin maintenance (per man)
  - d. Third Party Contractors for repairs and/or spare parts \$Direct Cost
  - e. Manhole Inspection Program \$ 48.15/MH
  - f. Backflow Preventer Tests \$160.50/unit
5. The NBCUA shall provide Allendale with an invoice reflecting all time and work provided by its staff for repairs and response service during the previous month. Said invoices shall be paid by Allendale within 45 days of receipt.
6. The parties agree to be bound by this Agreement for a minimum of twelve (12) months. Starting six (6) months from the Commencement Date, either party may terminate this Agreement by giving at least six (6) months written notice to the other party.
7. Each party to this Agreement represents to the other party thereto that the Officials executing this Agreement are fully authorized and empowered to do so and to bind the parties to the terms of this Agreement, pursuant to law.
8. The parties recognize that the individuals who shall be designated as the Primary Contact Persons are, the Licensed Sewer Operator and Superintendent of the NBCUA for the NBCUA and the Manager of the Borough's Public Works Department, for Allendale. The Primary Contact individual shall be noticed on all issues of importance and shall be responsible for initiating all requests for repairs and corrective actions to be carried out by NBCUA or Allendale, as applicable.

8. The Primary Contact Persons shall jointly and cooperatively implement and complete a reporting form to memorialize and record all required and/or performed repairs, corrective actions, and responses to Allendale's collection system.
9. The NBCUA will provide a certificate of insurance designating Allendale as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance program.
10. Allendale assumes all liability for, and agrees to indemnify and hold the NBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by Allendale, its agents, servants or employees.
11. The effective date of this Agreement shall be January 1, 2023, and the expiration shall be December 31, 2023, unless the agreement is terminated pursuant to paragraph 6 above.
12. The NBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules, and regulations.
13. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this month, day, and year first above written.

ATTEST:

Linda Louise Cerullo

Date: 1/5/2023

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

BOROUGH OF ALLENDALE

By: [Signature]

MAYOR

NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

By: \_\_\_\_\_

CHAIRMAN

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

**DATE: 01/05/2023**

**RESOLUTION# 23-49**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

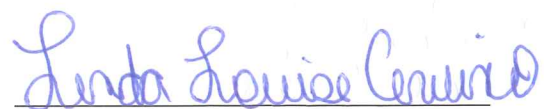
**APPROVAL OF SHARED SERVICE AGREEMENT -  
AS-NEEDED SANITARY SEWER CLEANING -  
NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**WHEREAS**, the Borough of Allendale seeks to enter into an Interlocal Agreement with the Northwest Bergen County Utilities Authority whereby provide sanitary sewer jetting services on an as needed basis to the Municipality for the years 2023 and 2024; the Municipality will pay to the NWBCUA a per foot price of sixty-five cents (\$0.65) in the year 2023 and a per foot price of sixty-eight cents (\$0.68) in the year 2024.

**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 authorizes the Mayor and Municipal Clerk to sign a Shared Service Agreement offered through the NorthWest Bergen County Utilities Authority (NBCUA) for sanitary sewer jetting services effective January 1, 2023 until December 31, 2024.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino  
Municipal Clerk





**NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY**

30 Wyckoff Avenue  
at Authority Drive  
P.O. Box 255  
Waldwick, NJ 07463

Tel: 201.447.2660  
Fax: 201.447.0247  
www.nbcua.com

December 1, 2022

Ms. Linda Cervino  
Borough of Allendale  
500 West Crescent Avenue  
Allendale, NJ 07401

Dear Ms. Cervino,

The Shared Services Agreement for Sanitary Sewer Cleaning between your municipality and the Northwest Bergen County Utilities Authority will be expiring on December 31, 2022.

To continue receiving these services, please sign the two (2) enclosed Agreements and return both to my attention along with the Resolution authorizing the entering into of same. We will return one (1) fully executed copy for your file. Please note that the Agreement will be in effect for the calendar years of 2023 and 2024.

If you have any questions, please do not hesitate to contact me.

Sincerely,

NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

Alison Gordon  
Administrative Assistant

Encl.

**SHARED SERVICES AGREEMENT – SANITARY SEWER CLEANING**

THIS AGREEMENT, made this 5<sup>th</sup> day of January, 2023, between Borough of Allendale (hereinafter referred to as "Municipality"), a municipal corporation of the State of New Jersey maintaining offices at 500 W. Crescent Ave, Allendale, New Jersey and the **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY** (hereinafter referred to as "NBCUA"), maintaining offices at 30 Wyckoff Avenue, Waldwick, New Jersey.

**WITNESSETH:**

**WHEREAS**, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; 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 taxpayers; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

**WHEREAS**, the Municipality and NBCUA wish to enter into an Agreement whereby NBCUA will provide jet cleaning services to the Municipality for sanitary sewer systems, or other systems as applicable, in the years 2023 and 2024; and

**WHEREAS**, the within Agreement has been duly authorized by appropriate resolutions of the Municipality and NBCUA.

**NOW, THEREFORE, IT IS AGREED** by and between the parties hereto as follows:

1. This Agreement will be in effect for the 2023 and 2024 calendar years. NBCUA will provide jet cleaning services on an as needed basis for the Municipality.
2. The Municipality will pay to the NBCUA:
  - a) Sewer/Storm Jet Cleaning – a per foot price of sixty-five cents (\$0.65) in year 2023 and a per foot price of sixty-eight cents (\$0.68) in year 2024.
  - b) Pump Stations Cleaning and Storm Draining Vacuuming – current hourly rate for labor (*contact NBCUA*).



3. Payment shall be made by the Municipality to the NBCUA upon completion of the work and certification by the Municipality that the work has been completed in a satisfactory manner.
4. All solid waste material harvested as a result of the jet cleaning will be collected and disposed of by NBCUA at no additional costs. All water, when possible, shall be decanted off into the nearest sanitary manhole. Exceptions to this requirement are any materials that are classified hazardous in nature and/or any material that cannot be disposed of in an ordinary and typical way (i.e. landfill). If material is found to be "exceptional" in nature, NBCUA will charge the Municipality direct costs for disposal of said material.
5. Each party will maintain and operate insurance coverages through the Joint Insurance Fund or other source in connection with workers' compensation, automobile liability, general liability and other coverage.
6. Municipality assumes all liability for, and agrees to, indemnify and hold the NBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by the Municipality, its agents, servants or employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this month, day, and year above written:

ATTEST:

MUNICIPALITY

Linda Louise Cerreto

Date:

1/5/2023

Amy Guilbert  
MAYOR

ATTEST:

NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

\_\_\_\_\_  
Date:

\_\_\_\_\_  
EXECUTIVE DIRECTOR

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

**DATE: 01/05/2023**

**RESOLUTION# 23-50**

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

Carried ☐ Defeated ☐ Tabled ☐

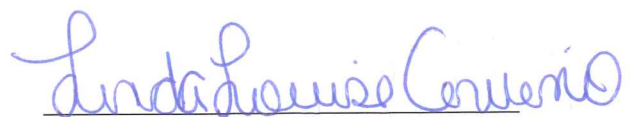
Approved on Consent Agenda ☐

**AUTHORIZATION OF SHARED SERVICE AGREEMENT – AS-NEEDED TV  
INSPECTION – NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**BE IT RESOLVED** that the Mayor is hereby authorized to sign a Shared Service Agreement for TV Inspection with the Northwest Bergen County Utilities Authority for the years 2023 and 2024.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk



**NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY**

30 Wyckoff Avenue  
at Authority Drive  
P.O. Box 255  
Waldwick, NJ 07463

Tel: 201.447.2660  
Fax: 201.447.0247  
www.nbcua.com

December 1, 2022

Ms. Linda Cervino  
Borough of Allendale  
500 West Crescent Avenue  
Allendale, NJ 07401

Dear Ms. Cervino,

The Shared Services Agreement for TV Inspection between your municipality and the Northwest Bergen County Utilities Authority will be expiring on December 31, 2022.

To continue receiving these services, please sign the two (2) enclosed Agreements and return both to my attention along with the Resolution authorizing the entering into of same. We will return one (1) fully executed copy for your file. Please note that the Agreement will be in effect for the calendar years of 2023 and 2024.

If you have any questions, please do not hesitate to contact me.

Sincerely,

NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

Alison Gordon  
Administrative Assistant

Encl.

**SHARED SERVICES AGREEMENT – TV INSPECTION**

THIS AGREEMENT, made this 5<sup>th</sup> day of January 20 23, between Borough of Allendale (hereinafter referred to as "Municipality"), a municipal corporation of the State of New Jersey maintaining offices at 500 W. Crescent Ave, Allendale New Jersey and the **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY** (hereinafter referred to as "NBCUA"), maintaining offices at 30 Wyckoff Avenue, Waldwick, New Jersey.

**WITNESSETH:**

**WHEREAS**, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; 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 taxpayers; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

**WHEREAS**, the Municipality and NBCUA wish to enter into an Agreement whereby NBCUA will provide TV Inspection services for sanitary sewer systems, or other systems, to the Municipality for the years 2023 and 2024; and

**WHEREAS**, the within Agreement has been duly authorized by appropriate resolutions of the Municipality and NBCUA.

**NOW, THEREFORE, IT IS AGREED** by and between the parties hereto as follows:

1. This Agreement will be in effect for the 2023 and 2024 calendar years. NBCUA will provide TV Inspection services as set forth in Purchase Order(s) or other written authorization to be issued by the Municipality.
2. The Municipality will pay to the NBCUA a per foot price of eighty-nine cents (\$0.89) in year 2023 and a per foot price of ninety-two cents (\$0.92) in year 2024, with a minimum payment of five hundred dollars (\$500) for each day of inspection in the years 2023 and 2024.

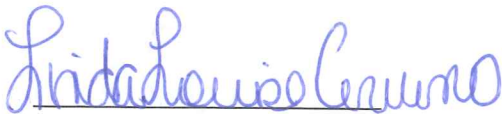


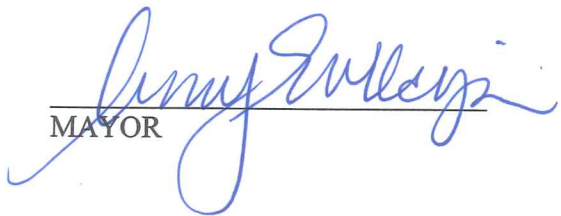
3. Prior to initiating the inspection, the Municipality will certify that the line to be inspected has been cleaned and is available for inspection. Should it become apparent during the inspection that the work cannot continue due to an accumulation of material in the system or other restriction, the inspection will be discontinued and the Municipality will be billed for the work completed or the minimum payment defined above, whichever is greater.
4. The Municipality shall provide the required traffic control to ensure the safe operation of the TV Inspection equipment within the Municipality.
5. Payment shall be made to NBCUA upon completion of the work and certification by the Municipality that the work has been completed in a satisfactory manner.
6. Each party will maintain insurance coverage through the Joint Insurance Fund or other source in connection with workers' compensation, automobile liability, general liability and other coverage.
7. Municipality assumes all liability for, and agrees to indemnify and hold the NBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by the Municipality, its agents, servants or employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this month, day, and year above written:

ATTEST:

MUNICIPALITY



  
MAYOR

ATTEST:

NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

\_\_\_\_\_  
EXECUTIVE DIRECTOR

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

**DATE: 01/05/2023**

**RESOLUTION# 23-51**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**DESIGNATION OF ACTING MUNICIPAL COURT ADMINISTRATOR**

**WHEREAS**, the Municipal Court of the Borough of Allendale finds it necessary to appoint a person as Acting Court Administrator, part-time, as-needed; and

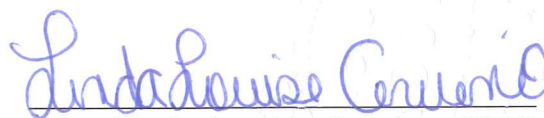
**WHEREAS**, Sherri D'Alessandro, CMCA, has the appropriate certifications and has been appointed to the position of Municipal Court Administrator in the Borough of Upper Saddle River.

**NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the Borough of Allendale that Sherri D'Alessandro, CMCA, be and is hereby appointed as Acting Court Administrator; and

**BE IT FURTHER RESOLVED**, as required by N.J.S.A. 2B:12-10(b), the pay rate is \$20.00 per hour, not to exceed \$2,000 annually.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 05, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-52**

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

Carried ☐ Defeated ☐ Tabled ☐

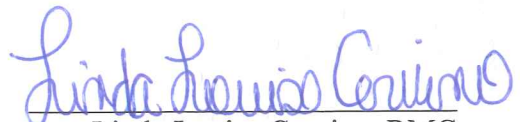
Approved on Consent Agenda ☐

**APPROVAL OF 2023 UPSEU SALARY RESOLUTION**

**BE IT RESOLVED** that the following are the salaries for Borough employees for the year 2023. All salaries are retroactive to January 1, 2023.

|   |          |
|---|----------|
| Carol Savoy, Bookkeeper   | \$54,016 |
| Linda Garafalo, Land Use Administrative Assistant                       | 47,347   |
| Lisa Crescente, Administrative Assistant, Police                        | 43,672   |
| Linda McLaughlin, Administrative Assistant, Clerks Office               | 40,851   |
| Kerri Niosi, Administrative Assistant, DPW & Clerks Office              | 39,321   |
| Amanda Richards, Administrative Assistant Clerks Office                 | 43,672   |
| Chris Rago, Radio Police Dispatcher, Full-time                          | 39,321   |
| Michael LoPrinzi, Radio Police Dispatcher, Full-time                    | 38,301   |
| Nicholes Biondi, Radio Police Dispatcher, Part-time Hourly              | 18.73    |
| Michael Schell, Radio Police Dispatcher, Part-time Hourly               | 18.73    |
| Peggy Timony, Radio Police Dispatcher, Part-time Hourly                 | 20.81    |
| Tiffany Thomas, Radio Police Dispatcher, Part-time Hourly               | 18.36    |
| Charlotte Zinn, Technical Assistant to Building Dept., Part-time Hourly | 29.28    |

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk



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

**DATE: 01/05/2023**

**RESOLUTION# 23-53**

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

Carried ☐ Defeated ☐ Tabled ☐

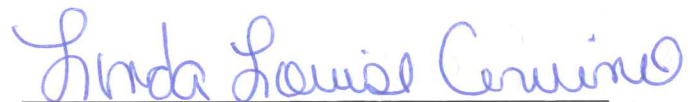
Approved on Consent Agenda ☐

**TEAMSTERS SALARY RESOLUTION**

**BE IT RESOLVED** that the following are the salaries for Borough employees for the year 2023. All salaries are retroactive to January 1, 2023.

|   |          |
|---|----------|
| Dan Davis, DPW Laborer                          | \$69,473 |
| Ray Frazier, DPW Laborer                        | \$69,473 |
| Richard McDowell, DPW Laborer, Crew Chief       | \$75,951 |
| Jim Moritz, DPW Laborer                         | \$69,473 |
| John Pasquino, DPW Laborer, Crew Chief          | \$58,795 |
| Dan Richards, DPW Laborer, Mechanic, Crew Chief | \$82,982 |
| Lonnie Simon, DPW Laborer                       | \$65,742 |
| Standby, Weekly                                 | \$425    |

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-54**

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

Carried ☐ Defeated ☐ Tabled ☐

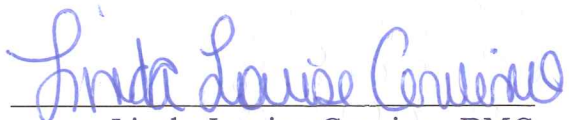
Approved on Consent Agenda ☐

**PATROLMAN'S BENEVOLENT ASSOCIATION  
SALARY RESOLUTION**

**BE IT RESOLVED** that the following are the salaries for Borough employees for the year 2023. All salaries are retroactive to January 1, 2023

|  |           |
|--|-----------|
| Kevin Azevedo, Police Officer              | \$143,413 |
| Todd Griffith, Sergeant                    | \$164,476 |
| Jamie Hillgardner, Police Officer          | \$143,413 |
| Sean Hubbard, Police Officer               | \$154,661 |
| Scott Kuenzel, Police Officer              | \$154,661 |
| Terry Lawler, Sergeant                     | \$164,476 |
| John Mattiace, Sergeant                    | \$164,476 |
| Vincent Rizzo, Police Officer              | \$143,414 |
| Vincent Rizzo, Detective Stipend           | \$1,500   |
| Dan Rosendahl, Police Officer              | \$143,413 |
| Paul Stettner, Police Officer              | \$154,661 |
| Victor Bartoloma, Police Officer           | \$143,413 |
| Alex Helmer, Police Officer (1/1 – 7/21)   | \$98,428  |
| Alex Helmer, Police Officer (7/22 – 12/31) | \$108,585 |
| Nicole DePasquale, Police Officer          | \$57,801  |
| Christopher Naumov, Police Officer         | \$47,644  |

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-55**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPROVAL OF WORKPLACE ALCOHOL & DRUG TESTING CONTRACT  
- VALLEY MEDICAL GROUP d/b/a VALLEY PHYSICIAN SERVICES**

**WHEREAS**, there is a need for a Workplace Alcohol & Drug Testing Contract; and

**WHEREAS**, Valley Medical Group d/b/a Valley Physician Services has provided the Borough with satisfactory service in 2022; and

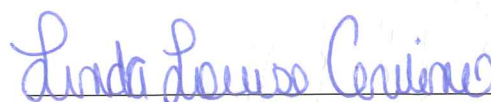
**WHEREAS**, Valley Medical Group has provided the Borough with a proposal for 2023.

**WHEREAS**, the Chief Financial Officer has attached hereto a certification that adequate funds have been or will be 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 it hereby approves the 2023 contract between the Borough of Allendale and the Valley Medical Group for services related to workplace alcohol and drug testing in an amount not to exceed \$1,000 through December 31, 2023; and

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk

## **AGREEMENT**

### **ALCOHOL AND DRUG TESTING SERVICES**

This AGREEMENT is made between **Valley Health System, Inc.** ("PROVIDER"), a New Jersey non-profit corporation having its principal place of business at 223 North Van Dien Avenue, Ridgewood, New Jersey 07450 and **Allendale, Borough of** ("PUBLIC ENTITY"), a PUBLIC ENTITY having its address at 500 W. Crescent Avenue P.O. Box 11, Allendale, New Jersey 07401 on this date of **January 1, 2023**, which shall hereinafter be referred to as the execution date of this Agreement.

#### ***WHEREAS:***

PROVIDER provides alcohol and drug testing services to public entities and companies to support workplace alcohol and drug testing programs and policies;

The PUBLIC ENTITY has a policy for alcohol and drugs abuse testing of applicants and/or employees and requires alcohol and drug testing services from PROVIDER.

In consideration of the mutual covenants and promises set forth, the parties hereby enter into this Agreement, the terms and conditions of which shall apply from the execution date of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and Agreements contained herein, the parties agree as follows:

#### **I. PROVIDER RESPONSIBILITIES**

A. PROVIDER will offer the following services to PUBLIC ENTITY upon request:

1. Alcohol tests, performed using screening and evidential devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing.
2. Drug tests, performed using chain-of-custody collection, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (MROs) qualified and certified to review and report test results.
3. DOT/FTA tests, whether DOT/FTA alcohol tests or DOT/FTA drug tests, performed in accordance with the regulatory requirements of the DOT/FTA for

such testing, including all applicable procedural, personnel, and equipment requirements.

- B. PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to the PUBLIC ENTITY in accordance with the Fee Schedule, appended as Exhibit A to this Agreement. In particular, PROVIDER will maintain trained and certified personnel qualified to perform services provided.
- C. PROVIDER will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by PROVIDER to the PUBLIC ENTITY.
  - 1. FIVE YEARS: Alcohol tests  $> 0.02$ , positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable; medical explanations of inability to provide specimens; calibration documentation for EBTs; and substance abuse professional evaluations & related information.
  - 2. TWO YEARS: Supervisory training BAT and drug screen collector training/certification; logbooks for drug and alcohol testing, if used; random selection records; agreement for testing (e.g., collection, laboratory, MRO, consortium).
  - 3. ONE YEAR: Negative ( $<0.02$ ) or canceled drug test results alcohol test results.
- D. Except as noted elsewhere in this Agreement, PROVIDER may release individual test results to PUBLIC ENTITY or its agents, to the Federal Transit Administration or Federal or New Jersey Department of Transportation or their agents, to or any State or local officials with regulatory authority over the testing program, to any third party for whom the tested individual provides written authorization, or to any third party to whom PROVIDER is required to make such release pursuant to a court order or valid subpoena.
- E. PROVIDER will make available to PUBLIC ENTITY, at location(s) of PUBLIC ENTITY's choosing, and at reasonable expense to PUBLIC ENTITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for PUBLIC ENTITY, except records containing confidential medical information, within two business days of notification by PUBLIC ENTITY of such request
- F. PROVIDER will make available to PUBLIC ENTITY, at location(s) of PUBLIC ENTITY's choosing, and at reasonable expense to PUBLIC ENTITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for PUBLIC ENTITY, except records containing confidential medical information, within two business days of notification by PUBLIC ENTITY of such request.

- G. Reporting of results to PUBLIC ENTITY by PROVIDER, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

## II. PUBLIC ENTITY RESPONSIBILITIES

- A. PUBLIC ENTITY will provide PROVIDER with the most recent applicable alcohol and/or drug testing policies of PUBLIC ENTITY.
- B. PUBLIC ENTITY will provide PROVIDER with an updated drivers list on a quarterly basis or upon request.
- C. PUBLIC ENTITY will designate a representative and an alternate to whom the PROVIDER will report test results and discuss or report other information.
- D. PUBLIC ENTITY will notify PROVIDER of any responsibilities with regard to the PUBLIC ENTITY's Employee Assistance Program as it relates to alcohol and drug testing.
- E. PUBLIC ENTITY represents that the means of obtaining results from the PROVIDER (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication), will assure that the results and other information remain secure and confidential with distribution of or access to such information to PUBLIC ENTITY officials with a business need for the information only.
- F. PUBLIC ENTITY authorizes PROVIDER to request specific information or upon prior consultation with and approval by MUNICIPALITY to order additional tests as necessary or appropriate related to tests performed for PUBLIC ENTITY; PUBLIC ENTITY agrees to pay for additional costs and charges related to such information requests or additional testing performed.
- G. PUBLIC ENTITY acknowledges that performance of necessary verification procedures may be dependent upon cooperation by PUBLIC ENTITY representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.
- H. PUBLIC ENTITY acknowledges that alcohol testing results of a breath-alcohol content over 0.04 or positive drug test results reported by PROVIDER do not indicate that a tested individual is an alcoholic or a drug addict, respectively.



### III. ASSIGNED RESPONSIBILITIES

PUBLIC ENTITY and PROVIDER agree that PROVIDER shall bear responsibility for the following procedures and services: (1) Selection/provision of alcohol testing services; (2) Selection/provision of drug testing collections; (3) Selection/provision of drug testing laboratory services; (4) Random selection for drug and/or alcohol testing; and (5) Mandatory reporting to FMCSA Clearinghouse. PROVIDER agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

### IV. FEES AND PAYMENT

- A. Fees. Fees for services provided by PROVIDER to PUBLIC ENTITY will be in accordance with the *FEE SCHEDULE* hereby incorporated by attachment into this Agreement.
- B. Fee Changes. The price for services rendered under this Agreement will not change unless PROVIDER notifies PUBLIC ENTITY in writing sixty (60) days in advance of a price change. On or before the date the price change goes into effect, PUBLIC ENTITY shall inform PROVIDER, in writing, whether it agrees to the price change. If PUBLIC ENTITY does not agree to the new price, PROVIDER, at its sole discretion, may continue to provide agreed upon services at the then-current price for the duration of the Agreement, or either party may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Agreement.
- C. Significant Changes in Services Provided. If during the term of this Agreement there is a significant change in the requirements of the PROVIDER, or other services covered under this Agreement as the result of regulatory changes, or other changes mandated by federal or state law, PROVIDER shall provide written notice of such change to PUBLIC ENTITY. Upon service of such notice, both parties agree to work in good faith to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this Agreement. In the event that the parties do not come to an agreement within forty five (45) days of service of the notice, either party may terminate this Agreement, by providing the other party with at least fourteen (14) days' notice.
- D. Payment. PROVIDER will invoice PUBLIC ENTITY for all services provided on a monthly basis. Payment terms are net thirty (30) days after the PUBLIC ENTITY's receipt of the invoice. Overdue payments are subject to interest accruing at a rate of 1.5% per month. In the case of failure of PUBLIC ENTITY to make timely payment, PROVIDER may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.



## **V. TERM**

The term of this Agreement shall be for a period of one (1) year commencing on **January 1, 2023, and terminating on December 31, 2023**, with the understanding that this Agreement will renew itself for an additional term of one (1) year, through 2024, unless terminated prior to that date in writing by either party herein. Either party may terminate this Agreement at any time, with or without cause by providing the other party with at least thirty (30) days' written notice.

## **VI. INSURANCE**

- A. **PROVIDER INSURANCE:** PROVIDER shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million per occurrence/\$3 million in the aggregate on an occurrence basis, insuring PROVIDER against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by PROVIDER, its employees, staff and agents related to or arising out of this Agreement or the subject matter thereof.
- B. **PUBLIC ENTITY INSURANCE:** PUBLIC ENTITY shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, in the amount of at least \$1 million per occurrence/\$3 million in the aggregate on an occurrence basis, insuring the PUBLIC ENTITY against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by the PUBLIC ENTITY, its employees, staff and agents related to or arising out of this Agreement or the subject matter hereof. All policies and coverages shall be provided on an occurrence basis. PUBLIC ENTITY shall provide evidence of such coverage to PROVIDER.

## **VII. CONFLICTS OF INTEREST.**

PROVIDER, in performing work for and on behalf of the PUBLIC ENTITY, must conduct business according to the highest ethical standards. The PUBLIC ENTITY recognizes the right of individuals to engage in outside activities that are private in nature and unrelated to governmental business. However, business dealings can create or appear to create a conflict between the individual and the PUBLIC ENTITY's interests.

Prior to becoming a vendor for the PUBLIC ENTITY, all vendors are required to disclose possible conflicts so that the PUBLIC ENTITY may assess and prevent potential conflicts. Therefore, the PROVIDER must disclose any possible conflicts of interest prior to signing this Agreement. The PROVIDER after being engaged by the PUBLIC ENTITY shall not engage in matters that create a conflict of interest for the PUBLIC ENTITY. If a potential conflict arises, the PROVIDER must

promptly notify the PUBLIC ENTITY of the possible conflict of interest. The PROVIDER shall not take any action that will be adverse to the PUBLIC ENTITY.

#### **VIII. GENERAL TERMS.**

A. **Compliance with Laws.** In the performance of the duties under this Agreement, each party shall comply with any and all applicable local, state and federal laws, statutes, rules and regulations. The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the Department of Transportation / Federal Transit Administration (hereinafter referred to as DOT/FTA). Both parties agree to assure, to the best of their ability that services provided are rendered according to all applicable laws and regulations. Each Party agrees that, in performance of this Agreement, services will be provided without discrimination toward any patient, employee or other person regardless of their race, creed, color national origin, sex, sex orientation, blindness or ethnic background. Both Parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C. 2000, et seq. and of the New Jersey Law Against Discrimination. PUBLIC ENTITY and PROVIDER agree to abide by the terms of the Equal Employment Opportunity and Affirmative Action Exhibit, appended hereto as Exhibit B.

B. **Confidentiality.** In the performance of this Agreement, each party is likely to have contact with information of substantial value to the other, including, without limitation, information relating to scientific techniques, designs, drawings, processes, inventions, developments, equipment, prototypes, sales and customer information; and business and financial information, relating to the business, products, practices or techniques (all of the foregoing hereinafter referred to as "Confidential Information"). Each party agrees, at all times, to regard and preserve as confidential such Confidential Information, and to refrain from publishing or disclosing any part of such Confidential Information or from using it, except as expressly provided in this Agreement.

Information received from either party to this Agreement shall not be deemed Confidential Information, and the receiving party shall have no obligation with respect to such information if: (1) such information, as of the effective date of this Agreement, is part of the public domain or becomes part of the public domain through no fault of the receiving party; (2) such information was in possession of the receiving party on the effective date this Agreement, as evidenced by prior written records kept in the ordinary course of the receiving party's business, and the information had not been wrongfully acquired, directly or indirectly, from the other party; (3) such information is subsequently disclosed to the receiving party by a third party not in violation of any right of, or obligation to, the other party to this Agreement; or (4) such information is developed independently and without reference to the Confidential Information.

In the event that either party receives a request to produce Confidential Information pursuant to an order of a court of competent jurisdiction or a facially valid administrative, Congressional, state or local legislative or other subpoena, or believes that such party is otherwise required by law to disclose Confidential Information, then the party from whom

disclosure is sought shall promptly notify the other party to this Agreement so that Discloser may seek a protective order or other appropriate remedy.

- C. **Independent Contractors.** Both parties to this Agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.
- D. **Responsibility for Employer Policy and Program.** The parties understand and agree that PROVIDER does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that PUBLIC ENTITY has sole responsibility for all such decisions. PROVIDER shall not be responsible for any damages resulting from acts or omissions of the PUBLIC ENTITY under the PUBLIC ENTITY's substance abuse policy.
- E. **Severability.** If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force, and effect in the same manner as if the invalid or illegal provisions had not been contained herein.
- F. **Force Majeure.** Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations under this Agreement on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of such party.
- G. **Waiver.** The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.
- H. **Indemnification and Limitation of Liability.** Each Party ("Indemnitor") will defend, indemnify and hold harmless the other party, its affiliates, and their respective officers, directors, trustees, employees, agents, successors and permitted assigns ("Indemnitee(s)") from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature (including court costs and reasonable attorneys' fees) (collectively "Claim(s)"), to the extent such Claims are attributable to the acts, omissions, or willful misconduct of, or breach of this Agreement for any reason by, Indemnitor, its affiliates and their respective employees, agents, contractors or subcontractors. This provision shall survive Termination or expiration of this Agreement.

EXCEPT WITH RESPECT TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY, INTELLECTUAL PROPERTY CLAIMS, MATTERS COVERED BY INSURANCE, VIOLATIONS OF THE CONFIDENTIALITY PROVISIONS HEREOF, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT

(INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THREE (3) TIMES THE TOTAL AMOUNT OF FEES PAID BY PUBLIC ENTITY PURSUANT TO THIS AGREEMENT.

- I. **Governing Law.** The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of New Jersey including all matters of construction, validity and performance but without giving effect to New Jersey choice-of-law or conflict-of-law principles. The Parties hereby consent to the filing of an action in, and personally submit to the jurisdiction of, the state courts located in Bergen County, New Jersey, or the United States District Court for the District of New Jersey, and further agree that such courts shall be exclusive courts of jurisdiction and venue for any litigation arising out of or in connection with this Agreement.
- J. **Entire Agreement.** This Agreement represents the entire Agreement between PROVIDER and PUBLIC ENTITY. This Agreement supersedes all prior Agreements, understandings, negotiations and discussions, written or oral, and may be modified only by a written document signed by both PROVIDER and PUBLIC ENTITY.
- K. **Health Insurance Portability And Accountability Act (HIPAA).** Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules, or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as it may be amended from time to time ("HIPAA"). Furthermore, the Parties agree that should any future interpretation or modification of HIPAA or regulations, rules or orders promulgated thereunder require the modification or amendment of this Agreement, the parties shall in good faith negotiate same.
- L. **Disbarment.** Each Party represents and warrants to the other Party: that neither the Party, nor its trustees, shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal

offense described in (a) through (d) above. Each Party further agrees to notify the other Party immediately after the Party becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

M. **Notices.** Notices required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, by hand delivery or by a nationally recognized overnight delivery service. All notices shall be sent to the parties at the addresses specified below, or to such other address as the parties may from time to time designate in writing, and shall be deemed given when sent, and shall be effective upon receipt or three days of mailing, whichever occurs first. Notice by electronic mail is not accepted.

If to PROVIDER:

Jose Balderrama  
VP, Human Resources  
15 Essex Road, Suite 206  
Paramus, New Jersey 07652  
jbalder@valleyhealth.com

With a copy to:

Robin Goldfischer  
Senior Vice President & General Counsel  
Valley Health System  
223 North Van Dien Avenue  
Ridgewood, New Jersey 07450  
rgoldfi@valleyhealth.com

If to PUBLIC ENTITY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

N. **Amendment.** This Agreement may not be amended or modified in any manner except by an instrument in writing signed by both Parties.

O. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties, their respective agents, affiliates and successors. Neither Party shall have the right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Institution and any attempted or purported assignment shall be null and void and of no effect.

- P. **Construction.** The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring a party by virtue of the authorship of any of the provisions of this Agreement.
- Q. **Further Assurances.** Each Party covenants that it shall, from time to time, upon the request of the other, execute such further instruments and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.
- R. **Survival.** Any covenant or provision herein which requires or might require performance after the termination or expiration of this Agreement shall survive the termination or expiration of the Agreement, including but not limited to, indemnities, confidentiality, records retention and access, and restrictive covenants, if applicable.
- S. **Third Party Beneficiaries.** The parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement.
- T. **Counterparts.** This Agreement may be executed in any number of counterparts, and by facsimile or electronic transmission, each of which, when executed, shall be deemed to be an original, and all of which, together, shall be deemed to be one and the same instrument, valid and binding on all parties

***IN WITNESS WHEREOF***, the parties hereto have caused this Agreement to be executed as of the day and year executed below:

Provider: Valley Health System, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Public Entity: Allendale, Borough of

By: Amy Bucynski

Title: Mayor

Date: 12/5/22 1/5/2023  
S.C.

## Exhibit A

### FEE SCHEDULE

(Pricing based on program including all driver DOT physicals)

The following services are included in the per-driver fee: (1) Random; (2) Post-Accident; (3) Reasonable Suspicion; and (4) Return to Duty.

### BUNDLED PRICES FOR SERVICES

BUNDLED PRICES for alcohol tests include both screening and confirmation tests. BUNDLED PRICES for drug tests include collection, laboratory testing, and MRO review.

PUBLIC ENTITY agrees to pay PROVIDER \$ 68.00 per driver for DOT drug test (UDS)  
and DOT alcohol test (BAT)

PUBLIC ENTITY agrees to pay PROVIDER \$ 100.00 per DOT physical

PUBLIC ENTITY agrees to pay PROVIDER \$ 40.00 per DOT follow-up physical

PUBLIC ENTITY agrees to pay PROVIDER \$ 160.00 per split sample test

PUBLIC ENTITY agrees to pay PROVIDER \$ 180.00 per post accident On- Site service

PUBLIC ENTITY agrees to pay PROVIDER \$ 68.00 per non-covered UDS

PUBLIC ENTITY agrees to pay PROVIDER \$ 55.00 per non-covered BAT

#### **Above Fees include:**

- **Required Safety Sensitive Supervisor Training.**
- **Required Blind Specimen Designation.**
- **Required Certified MRO Services.**

Charge *includes* periodic *random* selection of employees, (50% UDS per yr, 25% BAT per yr) all MRO services, Collection Sites, Record back-up, semi-annual laboratory reports as well as *unlimited* Supervisor training instruction, and 800 Hot-Line numbers for Post Accident Collection Sites or On-Site Post Accident Services. (On-Site Post Accident Service fee does not include cost of drug or alcohol tests).



Exhibit B

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT

NON-DISCRIMINATION

Valley Physician Services, PC t/a Valley Medical Group ("Contractor") and Allendale, Borough of ("PUBLIC ENTITY") agree that, in performance of this Agreement, services will be provided without discrimination and in compliance with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq., the New Jersey Law Against Discrimination, and the New Jersey Equal Employment Opportunity and Affirmative Action Rules.

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 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:

- Appropriate evidence that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (such as a Letter of Federal Affirmative Action Plan Approval);
- A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4; or
- An Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)), to be completed by the contract, in accordance with N.J.A.C. 17:27-4).

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.**

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

**DATE: 01/05/2023**

**RESOLUTION# 23-56**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

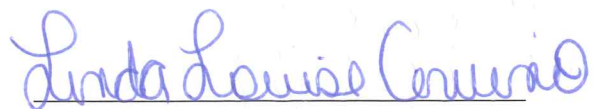
**APPOINTMENT OF POLICE PHYSICIAN**

**BE IT RESOLVED** that the following physician is hereby designated as the Police Physician for the Borough of Allendale for the year 2023:

Seena Shekari, DO

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-57**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**RESOLUTION ADOPTING A FORM REQUIRED TO BE USED FOR THE FILING OF  
NOTICES OF TORT CLAIMS AGAINST THE BOROUGH OF ALLENDALE IN  
ACCORDANCE WITH THE PROVISIONS OF THE  
NEW JERSEY TORT CLAIMS ACT, N.J.S.A. 59:8-6.**

**WHEREAS**, the New Jersey Tort Claims Act N.J.S.A. 59:8-6 provides that a public entity may adopt a form to be completed by claimants seeking to file a Notice of Tort Claim against the public entity; and

**WHEREAS**, the Borough of Allendale is a public entity covered by the provisions of the New Jersey Tort Claims Act; and

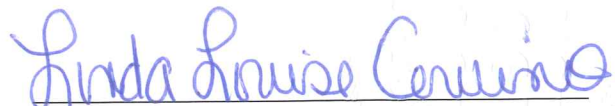
**WHEREAS**, the Borough of Allendale deems it advisable, necessary, and in the public interests to adopt a Notice of Tort Claim form in the form set forth in paragraphs 1 and 2 herein.

1. **NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the Borough of Allendale, that the attached Notice of Tort Claim form be and hereby is adopted as the official Notice of Tort Claim form for the Borough of Allendale; and

2. **BE IT FURTHER RESOLVED**, that all persons making claims against the Borough of Allendale, pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:8-1 et seq., be required to complete the form herein adopted as a condition of compliance with the notice requirement of the New Jersey Tort Claims Act.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-58**

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

Carried ☐ Defeated ☐ Tabled ☐

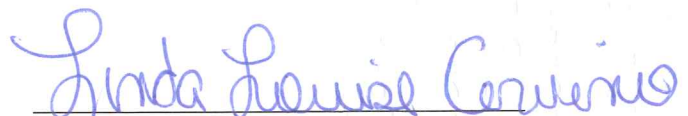
Approved on Consent Agenda ☐

**APPOINTMENT OF EMERGENCY MANAGEMENT DIRECTOR**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Michael Dillon shall serve as Emergency Management Coordinator for a one-year term through December 31, 2023.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk



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

**DATE: 01/05/2023**

**RESOLUTION# 23-59**

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

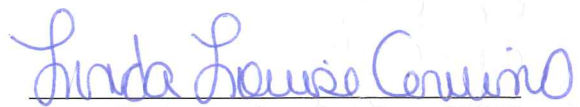
Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPOINTMENT OF FIRE ADMINISTRATOR  
FOR THE BOROUGH OF ALLENDALE**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Michael Dillon shall serve a one-year term as Fire Administrator for the Borough of Allendale through December 31, 2023.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-60**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPROVAL OF AMENDMENT TO 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 agreed that all terms of the current Recyclables Delivery Agreement will remain in full force and effect through December 31, 2022 Via Resolution 22-217; and

**WHEREAS**, said agreement is set to expire on December 31, 2022, 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**, 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 January 1, 2023, until December 31, 2023; and



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

**DATE: 01/05/2023**

**RESOLUTION# 23-60**

**WHEREAS**, Rockland Green will impose the following tip fees, commencing on or about March 2023 when its new plant is fully operational: Commingled Material at \$129.00 per ton, OCC at \$112.00 per ton, OCC direct to bale clean at \$28.00 per ton and Mixed Paper at \$116.00 per ton.

**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 be and is hereby extended until December 31, 2023; and


**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 January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk

December 5, 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 Mr. 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, 2023. 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, 2023, as well as providing notice of tip fee rates that will be imposed, anticipated as of March 2023, when Rockland Green's new recycling facility is fully operational.

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.  
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 December 31, 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 January 1, 2023, until December 31, 2023; and

THAT Rockland Green will impose the following tip fees, commencing on or about March 2023 when its new plant is fully operational: Commingled Material at \$129.00 per ton, OCC at \$112.00 per ton, OCC direct to bale clean at \$28.00 per ton and Mixed Paper at \$116.00 per ton

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: 12/5/22 1/5/2023<sup>sc.</sup>

Borough of Allendale, NJ

By: 

Name: Amy E. Wilczynski

Title: Mayor

Dated: 12/5/22

Rockland Green

By: 

Name: Gerard M. Damiani, Jr.

Title: Executive Director

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

**DATE: 01/05/2023**

**RESOLUTION# 23-61**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**AUTHORIZE THE CANCELLATION OF PROPERTY TAX REFUNDS OR  
DELINQUENT AMOUNTS OF LESS THAN \$10.00**

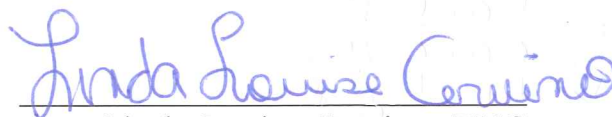
**WHEREAS**, N.J.S.A. 40A:5-17 allows for the cancellation of property tax refunds or delinquent amounts of less than \$10.00; and

**WHEREAS**, the Governing Body may authorize a municipal employee chosen by said body to process, without further action on their part, any cancellation of property tax refunds or delinquencies of less than \$10.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, hereby authorize the Tax Collector to cancel said tax amounts as deemed necessary.

**BE IT FINALLY RESOLVED**, that a certified copy of this resolution be forwarded to the Tax Collector and Borough Auditor.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk



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

**DATE: 01/05/2023**

**RESOLUTION# 23-62**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPOINTMENT OF CROSSING GUARD, P/T, HOURLY – MAUREEN FISHER**

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Maureen Fisher is appointed as a Crossing Guard, P/T, Hourly on a per diem basis at a rate of \$20.00 per hour effective January 1, 2023.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-63**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPROVAL OF 2023 INTERLOCAL SERVICE AGREEMENT –  
BOROUGH OF WALDWICK – WALDWICK WELL-BABY CLINIC**

**WHEREAS**, there is a need for Well Child Services in the Borough of Allendale; and,

**WHEREAS**, the Waldwick Board of Health is able to provide public health services to Allendale residents with infants and pre-school children, as mandated by the Public Health Council of the State of New Jersey; and

**WHEREAS**, the Waldwick Board of Health has agreed to provide Well-Baby Services for the 2023 calendar year in the amount of a one-time \$125 administrative fee, payable upon execution of the contract, a \$35 per child per visit fee for examinations and a \$20 per child fee for immunizations only, to be billed directly by the medical provider; and,

**WHEREAS**, the Chief Financial Officer has certified that there will be sufficient funds available in the 2022 Budget for this contract;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approves the contract between the Borough of Allendale and the Waldwick Board of Health; and,

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5 , 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk



## **Interlocal Service Agreement**

WHEREAS, N.J.S.A. 40A:8A-1, known as the "Interlocal Services Act," authorizes agreements between local units for any services which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Borough of Allendale and the Borough of Waldwick, along with their respective Boards of Health, have determined that it is in their best interest to enter into an Interlocal Service Agreement for providing certain services to infant and pre-school children as mandated by the Public Health Council of the State of New Jersey; and

WHEREAS, this Agreement has been duly authorized by appropriate Resolutions of each municipality.

NOW, THEREFORE, the parties hereto, based upon the mutual covenants and considerations herein contained agree as follows:

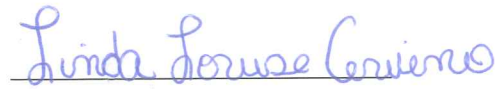
1. Allendale and Waldwick along with their respective Boards of Health and Governing bodies hereby agree to enter into the within Agreement to provide public health services through the Waldwick Well-Baby Clinic to Allendale residents with infants and pre-school children.
2. Waldwick shall be deemed as the lead agency for purposes of this agreement.
3. Waldwick and its Board of Health shall provide services to include immunizations to pre-school and school age children for protection against disease in accordance with current recommendations of the New Jersey Department of Health; provide important information forms (consent forms) for individual receiving State issued vaccine according to State directives; conferences and examinations of infants and pre-school children with particular emphasis on the medically indigent, based upon the current Department of Health Publication, "Guidelines for the Child Health Conference". Services shall also include all those as may be required as set forth in N.J.A.C. 8:52-5.1 entitled "Recognized Public Health Activities and Minimum Standards of Performance for Local Boards of Health in New Jersey" (Title 8-Chapter 52), New Jersey Administrative Code as revised by the Public Health Council of the New Jersey State Department of Health effective January 1, 1987.
4. The Waldwick Well-Baby Clinic shall provide the foregoing services in accordance with the minimum standards of performance for local Boards of Health in New Jersey as stipulated and mandated by State regulations as set forth in New Jersey Administrative Code, Title 8-Chapter 52, as set forth by the Public Health Council of the New Jersey State Department of Health.


5. In consideration of the services to be performed herein, Allendale shall be assessed **a one-time administrative fee of \$125, payable upon execution of the contract,** a \$35 per child fee for examinations and a \$20 per child fee for immunizations only, to be billed directly by the medical provider.
6. This Agreement shall become effective upon adoption of the respective Resolutions of Allendale and Waldwick and Resolutions of the respective Boards of Health. This Contract shall remain in full force and effect from date of execution until December 31, 2023.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals opposite their respective signatures.

ATTEST:

BOROUGH OF ALLENDALE

  
\_\_\_\_\_  
Linda Cervino  
Municipal Clerk

  
\_\_\_\_\_  
Mayor

ATTEST:

ALLENDALE BOARD OF HEALTH

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

BOROUGH OF WALDWICK

\_\_\_\_\_  
Kelley Halewicz, RMC/CMC

\_\_\_\_\_  
Thomas A. Giordano, Mayor

ATTEST:

WALDWICK BOARD OF HEALTH

\_\_\_\_\_

\_\_\_\_\_

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

**DATE: 01/05/2023**

**RESOLUTION# 23-64**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**APPROVAL OF 2023 & 2024 PUBLIC HEALTH SHARED SERVICES  
AGREEMENT – BERGEN COUNTY DEPARTMENT OF HEALTH**

**WHEREAS**, there is a need for professional and technical health services in the Borough of Allendale, and

**WHEREAS**, the County of Bergen is able to provide health services as mandated by the Public Health Council; and

**WHEREAS**, the County of Bergen has agreed to provide Public Health Infrastructure; Public Health Officer with Nursing, Health Promotion & Education and Registered Environmental Health Specialist services for a total cost of \$16,878.22; and

**WHEREAS**, the County of Bergen has agreed to provide Septic/Well services on an “as needed basis” based on the Two-Year Agreement Fee Schedule for the year 2023; and

**WHEREAS**, the County of Bergen will continue services in 2024 providing Public Health Infrastructure; Public Health Officer with Nursing, Health Promotion & Education and Registered Environmental Health Specialist services not to exceed \$20,000.00; and

**WHEREAS**, the County of Bergen has agreed to provide Septic/Well services on an “as needed basis” based on the Two-Year Agreement Fee Schedule for the year 2024.

**WHEREAS**, the Chief Financial Officer has certified that there will be sufficient funds available for this contract included in the 2023 and 2024 budget.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approves the contract between the Borough of Allendale and Bergen County; and

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

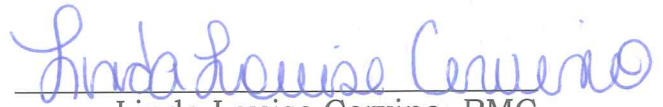
**DATE: 01/05/2023**

**RESOLUTION# 23-64**

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

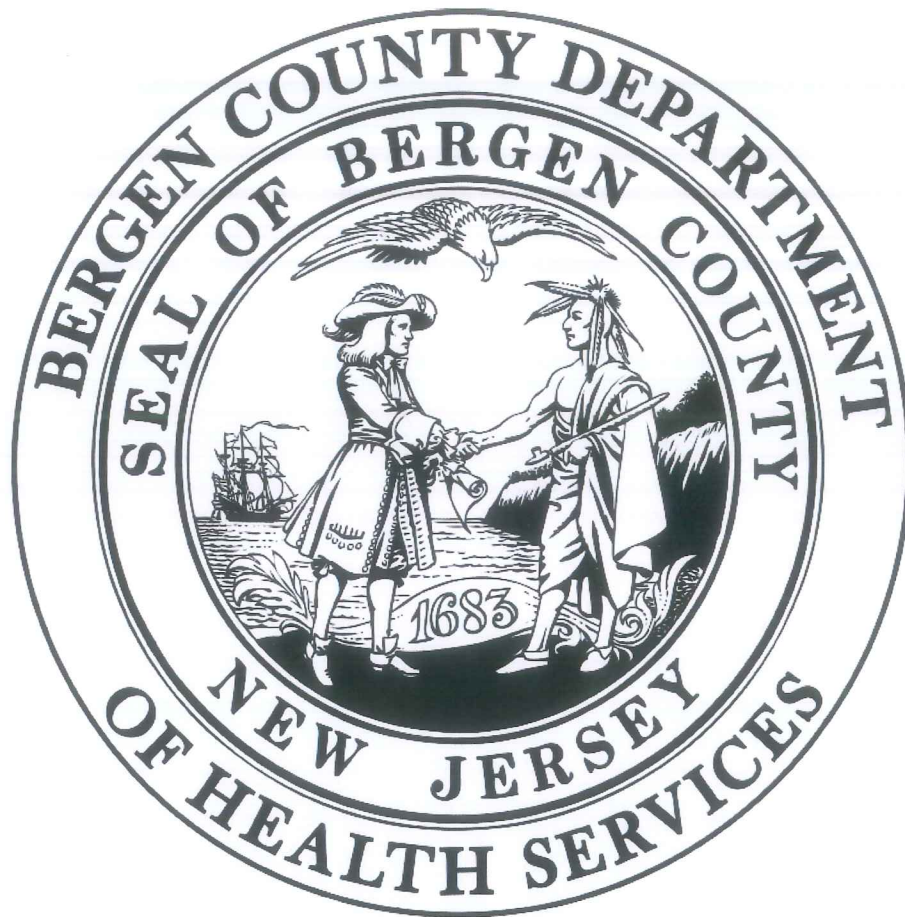
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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



---

Linda Louise Cervino, RMC  
Municipal Clerk



**BERGEN COUNTY  
DEPARTMENT OF HEALTH SERVICES**

**PUBLIC HEALTH SHARED SERVICES AGREEMENT  
with**

**Borough of Allendale**

Approved by Bergen County Resolution No. \_\_\_\_\_, dated \_\_\_\_\_.

Approved by Municipal Resolution No. 23-64, dated 1/5/2023.



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- AGREEMENT TERM
- SELECTION REQUIREMENT
- SIGNATURE REQUIREMENTS

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### ATTACHMENTS:

COUNTY RESOLUTION

MUNICIPALITY RESOLUTION

## SHARED SERVICE AGREEMENT

This Shared Services Agreement is made on this 1st day of January 2023 by and between the:

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

Borough of Allendale a municipal corporation of the State of New Jersey, (hereinafter referred to as the "MUNICIPALITY"), located at 500 West Crescent Ave Allendale, NJ 07401-1726;

(Both collectively known as "the Parties").

### WITNESSETH:

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

**WHEREAS**, the Bergen County Department of Health Services (hereinafter, referred to as "BCDHS") coordinates and assures the preservation, protection and promotion of essential public health services and seeks to assist municipalities with their public health obligations for services; and

**WHEREAS**, MUNICIPALITY desires to contract with the COUNTY for the furnishing of health services of a technical and professional nature by the BCDHS pursuant to the Local Health Services Act (N.J.S.A. 26:3A2-1 *et seq.*), and as further specified herein; and

**WHEREAS**, MUNICIPALITY adopted Resolution No. 23-64, dated, 1/5/2023, authorizing its designee to enter into this agreement with the Bergen County Department of Health Services for the services set forth herein; and

**NOW THEREFORE**, in consideration of the promises, covenants, terms and conditions hereinafter set forth, the Parties agree that the COUNTY will provide the MUNICIPALITY with public health services specified herein below and that the MUNICIPALITY will pay to the COUNTY for the specified public health services during the term of this Agreement.

1. Available Bergen County Public Health Services:

The COUNTY will provide one or more of the following public health services modules to the MUNICIPALITY as selected by the MUNICIPALITY. MUNICIPALITY shall enter into this Shared Service Agreement with the COUNTY by selecting one or more of the offered public health services modules. A list of the available modules for the available public health services and a description are included in the Schedule "A" attached hereto and made a part hereof. MUNICIPALITY shall select which services are to be provided by the COUNTY, designating selected services. Available BCDHS services include the following:

- a. Public Health Infrastructure Administration and Health Officer Coverage, including Public Health Nursing, Health Promotion and Education, Registered Environmental Health Specialist Services
- b. Septic and Well Inspection and Monitoring Services.
- c. Animal Control Program Services.

2. Term of Agreement and Termination:

- a. Term: MUNICIPALITY shall select one of two options for length of term: a term of **two (2) years** or a term of **four (4) years**. Both options will begin on January 1, 2023. If this agreement is executed after that date, the cost for that year will be prorated to reflect the shortened term. MUNICIPALITY shall specify the selected modules attached hereto and made a part hereof.
- b. Termination: Either Party to this Agreement shall have the right to terminate this Agreement by providing a Notice of Termination, in writing, to the other Party one hundred and twenty (120) days prior to the termination date of delivery to the other Party.

3. Fees:

- a. MUNICIPALITY agrees to pay fees to the COUNTY in accordance with the fee schedule attached hereto as Schedule "B." The COUNTY will provide MUNICIPALITY with invoices for fixed payments on a semi-annual basis, with MUNICIPALITY required to provide the first payment no later than May 15<sup>th</sup> covering the months of January through June and a second payment due no later than November 30<sup>th</sup> covering the months of July through December.
- b. For fees based upon hourly rates or per unit service charges, the COUNTY will provide MUNICIPALITY with invoices three times each year. The first payment from the MUNICIPALITY shall be due no later than June 15<sup>th</sup>. The second payment shall be due no later than November 30<sup>th</sup>. The final payment shall be

due no later than February 15<sup>th</sup> of the subsequent year.

4. COUNTY Obligations:

The COUNTY agrees to provide all public health services selected by MUNICIPALITY as described in Section B.4 Fee Schedules and as selected by MUNICIPALITY.

5. MUNICIPALITY Obligations:

If the MUNICIPALITY selects a BCDHS service requiring notification of health emergency events to any state agency, the MUNICIPALITY'S health staff/contracted vendors shall be responsible for the timely notification and communication of all emergencies, (e.g., communicable disease, disaster information, public health emergencies) and related information directly to the BCDHS Health Officer or designee and comply with any request for written reports by the BCDHS Health Officer in order to assure best practices and consistency and continuity of services.

Similarly, the MUNICIPALITY's health staff/contracted vendors shall be responsible for communicating (via phone, fax, and/or e-mail), documenting, and reporting to the COUNTY all public health activities conducted by them. They are also required to maintain complete confidentiality on any interventions.

6. Hold Harmless:

The MUNICIPALITY shall defend, indemnify, protect and save harmless the COUNTY and its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of any kind or nature, arising out of, or claimed to arise out of, any act, error or omission of the MUNICIPALITY, its consultants, contractors, agents, servants and employees including, but not limited to, expenditures for investigation, legal defense, settlement and/or judgment. Any health-related function or activity not within the scope of the Health Officer license shall be the sole responsibility of the MUNICIPALITY and the MUNICIPALITY shall indemnify and hold harmless the COUNTY from any such activity.

The MUNICIPALITY shall be responsible for and shall indemnify COUNTY and its employees for all costs, injuries, or damages, suffered by any COUNTY employee while performing his/her duties as a COUNTY employee on behalf of the MUNICIPALITY pursuant to the terms and conditions of this Agreement. This indemnification shall also apply to any damages suffered to any COUNTY property or equipment while in use under the terms and conditions of this Agreement. Any damages or injuries suffered by COUNTY employees or COUNTY property caused solely by the negligence of the COUNTY employee shall be the sole responsibility of the COUNTY.

7. Miscellaneous:

- a. Entire Agreement. This Agreement, including any Schedules, Appendices and Addenda and replaces any and all prior discussions, understandings, representations, statements, negotiations and prior agreements or understandings between the Parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- b. Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such Party, including, without limitation, fire, flood, earthquake, hurricane, tornado, "Acts of God," epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.
- c. General Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, N.J.S.A. 59:1-2 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq. without regard to its conflict of law principles. All disputes arising out of this Agreement shall be resolved in the Courts of the State of New Jersey.
- d. No Waiver. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach waive any succeeding breach of such provision or waive the enforcement of the provision itself.
- e. No Third-Party Beneficiaries. Nothing contained herein shall be construed so as to create rights in any third party
- f. Notices. Notices required or permitted to be given under this Agreement shall be made to the Parties at the following addresses and shall be presumed to have been received by the other Party (i) three (3) days after mailing by the Party when notices are sent by First Class Mail, postage prepaid; (ii) on receipt (if sent via facsimile or electronic mail with a confirmed transmission report/delivery receipt); or (iii) upon receipt (if sent by hand delivery or courier service) as follows:

**If to COUNTY:**

Director/Health Officer  
Bergen County Department of Health Services  
One Bergen County Plaza, 4<sup>th</sup> Floor  
Hackensack, New Jersey 07601

**With a copy to:**

Bergen County Counsel  
County of Bergen  
One Bergen County Plaza – Room 580  
Hackensack, New Jersey 07601

**If to the MUNICIPALITY:**

CLERK, Borough of Allendale  
500 West Crescent Ave  
Allendale, NJ 07401-1726

- g. Non-Discrimination. The Services provided by the COUNTY hereunder shall be in compliance with applicable laws prohibiting discrimination on any basis.
- h. Employee Reconciliation. No employees are intended to be transferred from MUNICIPALITY to COUNTY, or from COUNTY to MUNICIPALITY, pursuant to this Agreement, and the COUNTY will not accept transfer of any employees from MUNICIPALITY to COUNTY by virtue of this Agreement. If a reconciliation plan is required by N.J.S.A. 40A:65-11, it shall be MUNICIPALITY's responsibility to prepare such plan, and, if required, to file same with the Civil Service Commission prior to commencement of services under this Agreement. In such case, COUNTY will cooperate with MUNICIPALITY in the preparation and filing of the plan.
- i. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, the objecting Party must request non-binding mediation and the non-objection Party must participate in the mediation. The costs of the mediator shall be borne equally by the Parties. 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.



- j. Non-Binding Effect. 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.
- k. Judicial Proceedings. 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.
- l. Temporary Injunctive Relief. 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.
- m. Payment Pending Dispute. In the event of any dispute as to the amount to be paid, the full amount shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the COUNTY shall forthwith repay the excess.

**Instructions:** MUNICIPALITY must fill out and return page 9 (Municipal Designation of Selected Public Health Services and Designation of Selected Agreement Term) and page 10 (Signatures) for Agreement to be properly executed.

### **MUNICIPAL DESIGNATION OF SELECTED PUBLIC HEALTH SERVICES**

MUNICIPALITY hereby agrees to retain the COUNTY to perform and provide the following Public Health Services:

- a. ☒ PUBLIC HEALTH OFFICER WITH NURSING, HEALTH PROMOTION & EDUCATION, REGISTERED ENVIRONMENTAL HEALTH SPECIALIST SERVICE
- b. ☒ SEPTIC/WELL SERVICES
- c. ☐ ANIMAL CONTROL

### **DESIGNATION OF SELECTED AGREEMENT TERM**

MUNICIPALITY hereby designates the accepted Agreement Term

☐ FOUR (4) YEAR TIME FRAME AGREEMENT

OR

☒ TWO (2) YEAR TIME FRAME AGREEMENT

**SELECTION MUST BE COMPLETED FOR AGREEMENT TO BE PROPERLY EXECUTED.**

**SIGNATURES:**

**IN WITNESS WHEREOF**, the County of Bergen, and Borough of Allendale have caused this Agreement to be signed and their respective seals to be hereunto affixed, pursuant to duly adopted resolutions of their governing bodies, passed for that purpose.

(PLEASE PLACE MUNICIPALITY SEAL OVER ATTESTING SIGNATURE)

ATTESTING SIGNATURE:

By: Linda Louise Cervino

PRINTED: Linda Louise Cervino

Title: Municipal Clerk

Date: 1/5/2023

MUNICIPALITY AUTHORIZING SIGNATURE:

By: Amy F. Kilczynski

PRINTED: Amy F. Kilczynski

Title: Mayor

Date: ~~12/5/22~~ 1/5/2023  
S.C.

ATTESTING SIGNATURE:

By: \_\_\_\_\_

PRINTED: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF BERGEN:

By: \_\_\_\_\_

James J. Tedesco, III, County Executive  
or

Thomas J. Duch, Esq. County Administrator/  
County Counsel

Date: \_\_\_\_\_

## **SECTION A**

### **AVAILABLE PUBLIC HEALTH SERVICES AND DESCRIPTION**

#### **Option 1: PUBLIC HEALTH INFRASTRUCTURE ADMINISTRATION AND HEALTH OFFICER COVERAGE INCLUDING PUBLIC HEALTH NURSING, HEALTH PROMOTION AND EDUCATION, REGISTERED ENVIRONMENTAL HEALTH SPECIALIST SERVICES**

##### PUBLIC HEALTH INFRASTRUCTURE

The MUNICIPALITY shall appoint the BCDHS Health Officer as its Municipal Health Officer. By contracting with the COUNTY for Health Officer and Administrative Services, BCDHS will be the Public Health Agency for the MUNICIPALITY as required by the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52.

The BCDHS Health Officer shall be the enforcement agent of the MUNICIPALITY for the Sanitary Laws of the State and for Ordinances that are appropriately reviewed by the BCDHS Health Officer prior to their effective date and within the scope and purview of the BCDHS Health Officer's license.

The BCDHS Health Officer shall direct and supervise all public health activities and employees engaged in public health activities of the MUNICIPALITY pursuant to N.J.A.C. 8:52.

The BCDHS Health Officer is responsible for coordination and/or administration of Planning, Epidemiology, Nursing, Health Promotion and Education, Registered Environmental Health Specialist (REHS), Communicable Disease Control. BCDHS Health Officer oversight includes oversight of public health services provided by municipal employees, e.g. Public Health Nurse, REHS, Health Promotion and Education which are provided under the Health Officer's license as defined in N.J.A.C. 8:52 et seq. This oversight includes promulgation of best practices, reports as requested, on-site field assessments, and participation in technical/clinical trainings. This oversight shall not include administrative or disciplinary oversight of municipal employees.

In addition, BCDHS Health Officer oversight includes any municipal contracted services which are operated under the Health Officer's license as defined in N.J.A.C. 8:52 et seq.;

All Agreements with the COUNTY for Health Officer services include REHS staff, a Health Promotion and Education Program representative, and Public Health Nursing Oversight, as defined in N.J.A.C. 8:52 et seq.

The COUNTY shall perform the services set forth under Chapter N.J.A.C. 8:52 as listed below. Public Health Officer shall perform, be responsible for and oversee:

- a. Communicable Disease Reportable Surveillance System
- b. School Immunization Auditing
- c. Adult Health Consultation
- d. Nursing Oversight Supervision- Local Health Departments, Public Health Nurses
- e. Vaccinations
- f. Childhood Blood Lead Case Management
- g. Health Promotion and Education
- h. State mandated public health inspections and investigations

Information about each service covered by the election of Option 1 for Health Officer, Public Health Nursing, Health Promotion & Education, and REHS Services can be found below.

#### PUBLIC HEALTH NURSING OVERSIGHT

Public Health Nursing activities include childhood elevated blood lead levels, adult wellness programs, school immunization audits and communicable disease prevention, and vaccinations.

Included in Public Health Nursing oversight are the services of specially trained nurses. These professionals work in the field with the local nurse and/or agency nurse assigned, to advise the Board of Health and/or governing body on issues of quality assurance and accountability of services.

- a. Communicable Disease Reportable Surveillance System: Public health nursing services consistent with N.J.A.C. 8:52 et seq.; include participating in Communicable Disease Reporting System, clinical surveillance, case identification and assurance of treatment. Conduct investigations, disseminate and exchange information relative to outbreaks of disease with physicians, hospitals, boards of education and other responsible health agencies as appropriate.
- b. School Immunization Auditing: Assist all schools in implementing and enforcing the immunization requirements contained in Chapter 14 of the State Sanitary Code N.J.A.C. 8:57-4 et seq., by providing immunization services and conducting periodic surveys and annual record audits.
- c. Adult Health Consultation Program: Adult consultation hours are established by mutual agreement with the MUNICIPALITY. Services include: health history evaluation; blood pressure measurement; height and weight measurement; referral and follow-up; and confidential consultation with a Public Health Nurse.

- d. Nursing Oversight Supervision: Whether the MUNICIPALITY chooses to provide their own municipal nurse for public health nursing functions, BCDHS will include nursing service as well as assistance with care plans, communicable disease reporting and investigation, and on-site meetings.

If MUNICIPALITY or local Board of Health contracts with a nursing agency, contracted vendor or employs a municipal nurse, it is the responsibility of the local Board of Health to ensure that the vendor or employee provide all public health nursing services as articulated in N.J.A.C. 8:52 et seq. including all of the oversight noted in the above paragraph.

Vendor agencies will comply with all public health nursing reporting criteria including Communicable Disease Reporting Surveillance System (CDRSS), monthly activity reports, and any other reports determined by the Health Officer as necessary to assure compliance with standard public health practice and appropriate communication of health conditions.

- e. Vaccination: BCDHS will assist with vaccinations as needs necessitate within our communities.
- f. Childhood Lead: The BCDHS shall provide case management oversight to all children and their families with high levels of lead. Will provide education in nutrition, preventive measures, exposure, effects of lead in blood and treatment.

Public Health nursing is practiced under the Bergen County Health Officer license; therefore, any vendor or employee shall submit reports as requested by the Health Officer, BCDHS Director of Nursing, or his/her designee and be subject to monitoring and review by the Health Officer and or their designee to ensure appropriate and comprehensive public health services. Any vendor contract or job description for public health nursing will be reviewed by the Health Officer to ensure an appropriate level and scope of service.

#### HEALTH PROMOTION AND EDUCATION SERVICES

All agreements with the County of Bergen for Health Officer Services also include Health Promotion and Education, as defined in N.J.A.C. 8:52 et seq. This service includes any combination of Health Promotion and Education and related activities which are designed to facilitate behavioral and environmental adaptations to protect or improve health using audio, visual, and print materials to support program initiatives.

- g. The Health Promotion and Health Education service shall provide a comprehensive health promotion and education program which is overseen by a Health Education team. All services provided will be in accordance with N.J.A.C 8:52-3.2 (a).



The Office of Health Promotion and Education offers numerous science-based educational programs to improve the quality of life by promoting nutrition, physical activity, clinical preventive screenings, and creates tools and resources to help individuals make healthy choices.

The Office of Health Promotion and Education will visit the local health department office to communicate current public health issues being addressed by the Department of Health Services. Health education programs are then prepared and conducted by Certified Health Education Specialists (CHES) on these topics. The COUNTY health programs on these local health issues and concerns are available to residents for in-person and virtual presentation, at community events and in coordination with community organizations and school programs. Programs are supported by health education literature and program materials. In addition to current public health issues, a variety of on-going, reoccurring issues and reinforcement for general populous topics.

Assistance with health promotion resources and consultation with a health educator upon request. Health resources, including online sources, are made available to all residents.

Response to public health emergencies in the form of health education literature and/or press releases are also available.

#### REGISTERED ENVIRONMENTAL HEALTH SPECIALIST (REHS) SERVICES

A team of licensed REHS' shall be provided to the MUNICIPALITY. These teams shall perform all State mandated public health inspections and investigations as set forth in the State Sanitary Code. This includes coverage for all reported public health related emergencies 24/7, 365 days per year. Enforcement actions taken by the COUNTY for violations of public health regulations that require a municipal court appearance shall be attended by REHS. The Health Officer or his/her designee shall attend Board of Health meetings held by the MUNICIPALITY.

- h. REHS oversight services include consultations and trainings with the local REHS and other public health municipal employees. These trainings will provide educational opportunities, quality assurance, and accountability of services.

The COUNTY shall inspect on behalf of the MUNICIPALITY delegated facilities regulated by the State Sanitary Code and other relevant State public health laws and codes. REHS services shall be limited to conducting public health compliance and enforcement (C&E) inspections of regulated facilities. The frequency and number of all C&E inspections performed shall be at the sole discretion of the Health Officer or his/her designee.

REHS public health compliance and enforcement inspections shall be limited to the following:

- a. Sanitary Operation of Kennels, Pet Shops, Shelters, and Pounds (N.J.A.C. 8:23A-1.1 through 1.12)
- b. Sanitation in Retail Food Establishments and Food and Beverage Vending Machines (N.J.A.C. 8:24)
- c. New Jersey Youth Camp Safety Standards (N.J.A.C. 8:25)
- d. Public Recreational Bathing (N.J.A.C. 8:26)
- e. Body Art Procedures (N.J.A.C. 8:27)
- f. Tanning Facilities (N.J.A.C. 8:28)
- g. Child Care Centers (N.J.A.C. 10:122-5.2; 7.7; 7.8)

The COUNTY shall investigate all reports of public health nuisances and complaints, animal bites, investigate foodborne, airborne, waterborne, and other suspected disease outbreaks as required by N.J.A.C. 8:52.

Public health investigations shall be limited to the following:

- a. Animal bites (N.J.S.A. 26:4-82; 83; 84; 85)
- b. Public Health Nuisance Code ordinances
- c. Public health complaints
- d. Reportable foodborne illness and suspected disease outbreaks

The COUNTY shall provide the MUNICIPALITY with report(s) related to any public health inspection(s) or investigation(s) conducted herein. The Municipality shall be solely responsible for maintaining files for these reports in accordance with all applicable laws and regulations. Upon request, the MUNICIPALITY shall immediately provide the COUNTY with a courtesy copy of any and all files pertaining to public health inspection(s) and/or investigation(s).

State Sanitary Code inspection and investigation services are practiced under the Health Officer's license; therefore, any contracted REHS vendor or municipal employee shall submit reports as requested by the Health Officer or his/her designee and are subject to monitoring and review by the Health Officer or his/her designee to ensure appropriate and comprehensive public health services are being provided to the MUNICIPALITY.

**SECTION A**  
**AVAILABLE PUBLIC HEALTH SERVICES AND DESCRIPTION**

**Option 2: SEPTIC AND WELL SERVICES**

The MUNICIPALITY shall pay the COUNTY an hourly rate for all septic and well service(s) rendered. Hourly rates for Septic and Well services are contained in Section B.5.

COUNTY Services included:

- a. Septic system plan reviews
- b. On-site soil evaluations (septic systems)
- c. Septic system inspections
- d. Septic system complaint investigations
- e. Realty transfer reviews (septic systems)
- f. File reviews – building department applications (septic systems)
- g. Well plan reviews
- h. Well inspections
- i. Well permit reviews
- j. Well records reviews
- k. Analytical laboratory and PWTa report reviews
- l. Legal actions
- m. Consultations – septic and well (public/contractors/private)

**SECTION A**  
**AVAILABLE PUBLIC HEALTH SERVICES AND DESCRIPTION**

**Option 3: ANIMAL CONTROL SERVICES**

This Agreement meets the mandatory municipal compliance for Animal Control including applicable sections of N.J.S.A. 4:19, N.J.A.C. 8:23A, N.J.A.C. 8-52 and N.J.A.C. 8:57. Animal Program services will be provided at the Bergen County Animal Shelter and Adoption Center (BCASAC), 100 United Lane, Teterboro, NJ 07608.

Mandated Services: Animal regulatory control compliance:

- a. All stray animal patrol and response done by State Certified Animal Control Officers
- b. Stray animal housing and care
- c. Rabies control including free vaccination clinics
- d. Specimen preparation and arrangement of transportation to NJPHEAL (New Jersey Public Health Environmental and Agricultural Laboratory)
- e. Rabies specimen preparation for testing in human exposure cases
- f. Confinement services for stray and owned animals involved in bite cases
- g. Animal Control related humane euthanasia services
- h. Emergency Veterinarian services for sick or injured domestic stray animals. This practice exceeds the basic care (alleviate pain and suffering) required under N.J.A.C. 8:23A-1.9.

The BCASAC provides comprehensive full-time veterinary care to sick or injured domestic animals entering the shelter at no additional cost to the MUNICIPALITY.

COUNTY Animal Control Services included with this Agreement:

- a. Animal control officer available 24/7, 365 days per year
- b. Impoundment of stray domestic animals not limited to public property
- c. Animal mobile adoption/community education services
- d. Rabies vaccination clinic/ State rabies vaccine distribution program
- e. Wildlife rescue including injured animals and orphaned juveniles
- f. Electronic records maintained for lost and found animals
- g. Emergency management when disaster response is requested
- h. Comprehensive follow up for rabies control and human exposure, including County REHS staff, County nursing staff, and County Health Officer
- i. Dead on Arrival (DOA) carcass removal from all municipal public areas
- j. Deer carcass removal from all public and private property at no additional cost to residents
- k. Comprehensive feral cat trap, neuter and release (TNR) program subject to locally managed feral cat colonies.

Resident Services Available: (fee based, visit [www.co.bergen.nj.us](http://www.co.bergen.nj.us))

- a. Respite animal housing and care in cases of eviction, hospitalization, incarceration, limited to 10 days and subject to availability
- b. Surrender of domestic animals, subject to availability
- c. Reclaim: Pet retrieval by owner (with appropriate documentation)
- d. Impoundment of domestic animals per State regulations, Humane Law Enforcement Officer (HLEO) authorization/charges, and/or court ordered
- e. Low-cost routine vaccinations (cats and dogs), as availability permits
- f. Pet Microchipping (cats and dogs)
- g. Proper and legal disposition of remains of deceased animals
- h. Limited services for wildlife assistance on private property: typically, a single animal within a garage, yard or accessible living area of the home. Residents with infestation of rodents, bees, squirrels, raccoons, etc., will need to contract with a private pest control company. The ACO reserves the right to evaluate the situation to determine if it is within the scope of services.

#### Service Availability / Hours of Operation:

The BCASAC is open to the public in excess of the state minimum of two (2) hours per day. Residents seeking adoption or reclaim information should be directed to the Bergen County Animal Shelter and Adoption Center, 100 United Lane, Teterboro, NJ, (201) 229-4600.

Animal Control staff is available 24 hours per day / seven (7) days a week. All requests for immediate Animal Control Officer Response should be routed through the municipal Police Department to the Bergen County Public Safety Dispatch Center (201-785-8505). Non-emergency requests and resident inquiries should be directed to the COUNTY Animal Control division's office at (201) 229-4616.

#### Deer Carcass Removal:

- a. County and Municipal Roads, Private Property: COUNTY will provide deer carcass removal service on all County, Municipal and private properties within the MUNICIPALITY. The carcasses shall be removed by a NJDEP licensed transporter within 72 business hours and taken to a disposal facility licensed to receive carcasses. Requests for this service are initiated by the municipal police department by sending a completed deer carcass removal form to Animal Control at [deercarcassremoval@co.bergen.nj.us](mailto:deercarcassremoval@co.bergen.nj.us). Those municipalities not contracting for Animal Control Services with the BCDHS will have to secure their own agreement for deer carcass removal on municipal roads.  
Note: this form can be obtained by emailing a request to [deercarcassremoval@co.bergen.nj.us](mailto:deercarcassremoval@co.bergen.nj.us).
- b. State Roads: Deer carcass removal from state roads within the municipality must be arranged through the N.J. D.O.T. by fax at (609) 588-2511, by phone at 1-609-588-6211, or via the website at: <http://www.state.nj.us/transportation/commuter/potholeform.shtm>



Handling of Strays: Strays are accepted from MUNICIPALITY, regardless of whether they are brought into the Animal Shelter facility by the Animal Control Officer or the public. They may be dropped off during normal Animal Shelter hours.

Wildlife: Animal Control will provide educational guidance to residents for wildlife/pest control concerns on private property. Services beyond the scope of the capabilities of the animal control services shall be referred to private vendors at the choice of the owner.

Adoption: All animals are evaluated, medically and behaviorally, for adoption or rescue placement. Bergen County has adopted a no-kill resolution committed to not euthanizing animals due to lack of space, breed, age, and length of stay or cost of treatment. Comprehensive efforts are made to provide for the adoption of all eligible animals. All adoption and reclaims are handled at the Bergen County Animal Shelter and Adoption Center, 100 United Lane, Teterboro, NJ 07608. Special hours have been designated for adoption and are listed on the website: <http://www.co.bergen.nj.us/shelter>

Field Operations: The Bergen County Department of Health Services is approved and registered by the NJ Department of Environmental Protection (NJDEP) to collect, transport and dispose of solid waste (animal carcasses) N.J.A.C. 7:26-3.2(a) and N.J.A.C. 7:26-3.2 (a)2.

Animal Control maintains fully equipped, temperature-controlled, State compliant vehicles; N.J.A.C. 8:23 A-1.12 All BCDHS Animal Control vehicles display the required NJDEP decal, the NJDEP Solid Waste Registration and carry the required Registration Certificate in the vehicle cab N.J.A.C. 7:26-3.4 (h). Each animal control officer carries a cell phone and police radio for immediate consultation. During all hours, Municipal Police or Health Department officials, using the County Communication System at (201) 785-8505, may reach an Animal Control Officer to expedite response time.

## **SCHEDULE B AGREEMENT FEE SCHEDULE**

MUNICIPALITY agrees to pay fees required for the optional services selected by the MUNICIPALITY. These fees include charges based on the population of a MUNICIPALITY, fees charged on the number of establishments within MUNICIPALITY, fees based on the number of required inspections and fees based on the amount of time expended by employees of the MUNICIPALITY. Specific fees for Health Services Options and for specific services included in a selected option are set forth in a Fee Schedule attached hereto. Fees set forth in the Schedule are applied in the following manner:

### **Option 1. PUBLIC HEALTH OFFICER WITH NURSING, HEALTH PROMOTION AND EDUCATION, REGISTERED ENVIRONMENTAL HEALTH SPECIALIST SERVICES**

MUNICIPALITY agrees to provide financial compensation to the COUNTY for Public Health Officer, Public Health Nursing oversight and Health Promotion and Education on a per resident basis, as set forth in the attached payment fee schedule rate scale, based on the 2020 US Census report. Required Public Health Officer, Nursing and Health Promotion and Education set forth on the fee schedule are payable as outlined in the 2 and 4 year fee schedule attachments for such services. MUNICIPALITY agrees to pay percentage increases in the schedule for subsequent agreement years as set forth on the attached fee schedule.

If the population of the MUNICIPALITY is less than 5,000 residents, the MUNICIPALITY agrees to pay percentage increases in the flat fee charge for subsequent Agreement years as set forth on the attached fee schedule.

Required Registered Environmental Health Specialist Services set forth on the fee schedule are payable as outlined in the 2 and 4 year fee schedule attachments for REHS services. MUNICIPALITY agrees to pay percentage increases in the schedule for subsequent agreement years as set forth on the attached fee schedule.

### **Option 2. SEPTIC/WELL SERVICES**

Services provided pursuant to this option on an hourly basis for all time expended by any COUNTY employee providing Septic/Well Health Services. The COUNTY shall include a description of the Well/Septic service provided on all invoices requiring hourly payments for this service. Septic/Well Services set forth on the fee schedule are payable as outlined in the 2 and 4 year fee schedule attachments for Septic/Well services. MUNICIPALITY agrees to pay percentage increases in the schedule for subsequent agreement years as set forth on the attached fee schedule



### Option 3. ANIMAL CONTROL SERVICES

If the MUNICIPALITY selects the Animal Control Option, MUNICIPALITY shall pay for Animal Control on a per resident basis, as set forth in the attached fee schedule. Animal Control Services set forth on the fee schedule are payable as outlined in the 2 and 4 year fee schedule attachments for Animal Control services. MUNICIPALITY agrees to pay percentage increases in the schedule for subsequent agreement years as set forth on the attached fee schedule.

If the population of the MUNICIPALITY is less than 5,000 residents, MUNICIPALITY agrees to pay percentage increases as set forth in the attached fee schedule for subsequent agreement years as set forth on the attached fee schedule.

## SECTION B. AGREEMENT FEE SCHEDULES

| 4 YEAR AGREEMENT FEE SCHEDULE |   |                            |                       |                        |                             |                       |
|-------------------------------|---|----------------------------|-----------------------|------------------------|-----------------------------|-----------------------|
|                               | SERVICE                                 | 2022 -<br>current<br>rates | 2023 - 2%<br>increase | 2024 1.75%<br>increase | 2025 -<br>1.75%<br>increase | 2026 1.5%<br>increase |
| a.                            | Health Officer (Census Base)            | \$1.42                     | \$1.45                | \$1.47                 | \$1.50                      | \$1.52                |
|                               | Low Population HO Rate (below 5,000)    | \$7,300.00                 | \$7,446.00            | \$7,576.31             | \$7,708.89                  | \$7,824.52            |
|                               | REHS - PER INSPECTION                   |                            |                       |                        |                             |                       |
|                               | Retail Food Establishment Risk 1        | \$71.50                    | \$72.93               | \$74.21                | \$75.50                     | \$76.64               |
|                               | Retail Food Establishment Risk 2        | \$107.26                   | \$109.41              | \$111.32               | \$113.27                    | \$114.97              |
|                               | Retail Food Establishment Risk 3        | \$214.52                   | \$218.81              | \$222.64               | \$226.54                    | \$229.93              |
|                               | Retail Food Establishment Risk 4        | \$143.01                   | \$145.87              | \$148.42               | \$151.02                    | \$153.29              |
|                               | Public Recreational Bathing             | \$214.52                   | \$218.81              | \$222.64               | \$226.54                    | \$229.93              |
|                               | Child Care Center                       | \$107.26                   | \$109.41              | \$111.32               | \$113.27                    | \$114.97              |
|                               | Kennel, Pet Shop, Shelter/Pound         | \$143.01                   | \$145.87              | \$148.42               | \$151.02                    | \$153.29              |
|                               | Youth Camp                              | \$143.01                   | \$145.87              | \$148.42               | \$151.02                    | \$153.29              |
|                               | Tanning & Body Art Facility Inspections | \$143.01                   | \$145.87              | \$148.42               | \$151.02                    | \$153.29              |
|                               | REHS - ANNUAL FEE                       |                            |                       |                        |                             |                       |
|                               | Complaints                              | \$143.01                   | \$145.87              | \$148.42               | \$151.02                    | \$153.29              |
|                               | Animal Bites                            | \$178.78                   | \$182.36              | \$185.55               | \$188.79                    | \$191.63              |
|                               | REHS - FLAT RATE FEE                    |                            |                       |                        |                             |                       |
|                               | Administration Fee                      | \$3,575.00                 | \$3,646.50            | \$3,710.31             | \$3,775.24                  | \$3,831.87            |
|                               | Disease                                 | \$391.18                   | \$399.00              | \$405.99               | \$413.09                    | \$419.29              |
|                               | RFE Plan Reviews                        | \$391.18                   | \$399.00              | \$405.99               | \$413.09                    | \$419.29              |
|                               | Temporary Food Event                    | \$391.18                   | \$399.00              | \$405.99               | \$413.09                    | \$419.29              |
|                               |   |                            |                       |                        |                             |                       |
| b.                            | Septic/Well (Hourly Base)               | \$77.86                    | \$79.42               | \$80.81                | \$82.22                     | \$83.45               |
|                               |   |                            |                       |                        |                             |                       |
| c.                            | Animal Control (Census Base)            | \$1.52                     | \$1.55                | \$1.58                 | \$1.61                      | \$1.63                |
|                               |   |                            |                       |                        |                             |                       |
|                               |   |                            |                       |                        |                             |                       |
|                               |   |                            |                       |                        |                             |                       |

## 2 YEAR AGREEMENT FEE SCHEDULE

Renewal thereafter will continue with a 2% annual increase

|    | SERVICE                                 | 2022 -<br>current<br>rates | 2023 - 2%<br>increase | 2024 2.5%<br>increase |
|----|---|----------------------------|-----------------------|-----------------------|
| a. | Health Officer (Census Base)            | \$1.42 <i>845</i>          | \$1.45                | \$1.48                |
|    | Low Population HO Rate (below 5,000)    | \$7,300.00                 | \$7,446.00            | \$7,632.15            |
|    | REHS -PER INSPECTION                    |                            |                       |                       |
|    | Retail Food Establishment Risk 1        | \$71.50                    | \$72.93               | \$74.75               |
|    | Retail Food Establishment Risk 2        | \$107.26                   | \$109.41              | \$112.14              |
|    | Retail Food Establishment Risk 3        | \$214.52                   | \$218.81              | \$224.28              |
|    | Retail Food Establishment Risk 4        | \$143.01                   | \$145.87              | \$149.52              |
|    | Public Recreational Bathing             | \$214.52                   | \$218.81              | \$224.28              |
|    | Child Care Center                       | \$107.26                   | \$109.41              | \$112.14              |
|    | Kennel, Pet Shop, Shelter/Pound         | \$143.01                   | \$145.87              | \$149.52              |
|    | Youth Camp                              | \$143.01                   | \$145.87              | \$149.52              |
|    | Tanning & Body Art Facility Inspections | \$143.01                   | \$145.87              | \$149.52              |
|    | REHS - ANNUAL FEE                       |                            |                       |                       |
|    | Public Health Nuisance Complaints       | \$143.01                   | \$145.87              | \$149.52              |
|    | Animal Bites                            | \$178.78                   | \$182.36              | \$186.91              |
|    | REHS - FLAT RATE FEE                    |                            |                       |                       |
|    | Administration Fee                      | \$3,575.00                 | \$3,646.50            | \$3,737.66            |
|    | Foodborne & Communicable Disease        | \$391.18                   | \$399.00              | \$408.98              |
|    | RFE Plan Reviews                        | \$391.18                   | \$399.00              | \$408.98              |
|    | Temporary Food Event                    | \$391.18                   | \$399.00              | \$408.98              |
|    |   |                            |                       |                       |
| b. | Septic/Well (Hourly Base)               | \$77.86                    | \$79.42               | \$81.40               |
|    |   |                            |                       |                       |
| c. | Animal Control (Census Base)            | \$1.52                     | \$1.55                | \$1.59                |
|    |   |                            |                       |                       |
|    |   |                            |                       |                       |

## MUNICIPALITY CENSUS

| Municipalities            | 2010 Census per US Census Report | 2020 Census per US Census Report | INCREASE/ DECREASE |
|---------------------------|----------------------------------|----------------------------------|--------------------|
| <b>Bergen County</b>      |                                  |                                  |                    |
| Allendale Borough         | 6,505                            | 6,848 ✓                          | 5.27%              |
| Alpine Borough            | 1,849                            | 1,762                            | -4.71%             |
| Bergenfield Borough       | 26,764                           | 28,321                           | 5.82%              |
| Bogota Borough            | 8,187                            | 8,778                            | 7.22%              |
| Carlstadt Borough         | 6,127                            | 6,372                            | 4.00%              |
| Cliffside Park Borough    | 23,594                           | 25,693                           | 8.90%              |
| Closter Borough           | 8,373                            | 8,594                            | 2.64%              |
| Cresskill Borough         | 8,573                            | 9,155                            | 6.79%              |
| Demarest Borough          | 4,881                            | 4,981                            | 2.05%              |
| Dumont Borough            | 17,479                           | 17,863                           | 2.20%              |
| East Rutherford Borough   | 8,913                            | 10,022                           | 12.44%             |
| Edgewater Borough         | 11,513                           | 14,336                           | 24.52%             |
| Elmwood Park Borough      | 19,403                           | 21,422                           | 10.41%             |
| Emerson Borough           | 7,401                            | 7,290                            | -1.50%             |
| Englewood, City           | 27,147                           | 29,308                           | 7.96%              |
| Englewood Cliffs Borough  | 5,281                            | 5,342                            | 1.16%              |
| Fair Lawn Borough         | 32,457                           | 34,927                           | 7.61%              |
| Fairview Borough          | 13,835                           | 15,025                           | 8.60%              |
| Fort Lee Borough          | 35,345                           | 40,191                           | 13.71%             |
| Franklin Lakes Borough    | 10,590                           | 11,079                           | 4.62%              |
| Garfield city             | 30,487                           | 32,655                           | 7.11%              |
| Glen Rock Borough         | 11,601                           | 12,133                           | 4.59%              |
| Hackensack, City          | 43,010                           | 46,030                           | 7.02%              |
| Harrington Park Borough   | 4,664                            | 4,741                            | 1.65%              |
| Hasbrouck Heights Borough | 11,842                           | 12,125                           | 2.39%              |
| Haworth Borough           | 3,382                            | 3,343                            | -1.15%             |
| Hillsdale Borough         | 10,219                           | 10,143                           | -0.74%             |
| Ho-Ho-Kus Borough         | 4,078                            | 4,258                            | 4.41%              |
| Leonida Borough           | 8,937                            | 9,304                            | 4.11%              |
| Little Ferry Borough      | 10,626                           | 10,987                           | 3.40%              |
| Lodi Borough              | 24,136                           | 26,206                           | 8.58%              |
| Lyndhurst Township        | 20,554                           | 22,519                           | 9.56%              |
| Mahwah Township           | 25,890                           | 25,487                           | -1.56%             |
| Maywood Borough           | 9,555                            | 10,080                           | 5.49%              |
| Midland Park Borough      | 7,128                            | 7,014                            | -1.60%             |
| Montvale Borough          | 7,844                            | 8,436                            | 7.55%              |
| Moonachie Borough         | 2,708                            | 3,133                            | 15.69%             |



# MUNICIPALITY CENSUS

| Municipalities              | 2010 Census per US Census Report | 2020 Census per US Census Report | INCREASE/ DECREASE |
|-----------------------------|----------------------------------|----------------------------------|--------------------|
| <b>Bergen County</b>        |                                  |                                  |                    |
| New Milford Borough         | 16,341                           | 16,923                           | 3.56%              |
| North Arlington Borough     | 15,392                           | 16,457                           | 6.92%              |
| Northvale Borough           | 4,640                            | 4,761                            | 2.61%              |
| Norwood Borough             | 5,711                            | 5,641                            | -1.23%             |
| Oakland Borough             | 12,754                           | 12,748                           | -0.05%             |
| Old Tappan Borough          | 5,750                            | 5,888                            | 2.40%              |
| Oradell Borough             | 7,978                            | 8,244                            | 3.33%              |
| Palisades Park Borough      | 19,622                           | 20,292                           | 3.41%              |
| Paramus Borough             | 26,342                           | 26,698                           | 1.35%              |
| Park Ridge Borough          | 8,645                            | 8,883                            | 2.75%              |
| Ramsey Borough              | 14,473                           | 14,798                           | 2.25%              |
| Ridgefield Borough          | 11,032                           | 11,501                           | 4.25%              |
| Ridgefield Park Village     | 12,729                           | 13,224                           | 3.89%              |
| Ridgewood Village           | 24,958                           | 25,979                           | 4.09%              |
| River Edge Borough          | 11,340                           | 12,049                           | 6.25%              |
| River Vale Township         | 9,659                            | 9,909                            | 2.59%              |
| Rochelle Park Township      | 5,530                            | 5,814                            | 5.14%              |
| Rockleigh Borough           | 531                              | 407                              | -23.35%            |
| Rutherford Borough          | 18,061                           | 18,834                           | 4.28%              |
| Saddle Brook Township       | 13,659                           | 14,294                           | 4.65%              |
| Saddle River Borough        | 3,152                            | 3,372                            | 6.98%              |
| South Hackensack Township   | 2,378                            | 2,701                            | 13.58%             |
| Teaneck Township            | 39,776                           | 41,246                           | 3.70%              |
| Tenafly Borough             | 14,488                           | 15,409                           | 6.36%              |
| Teterboro Borough           | 67                               | 61                               | -8.96%             |
| Upper Saddle River Borough  | 8,208                            | 8,353                            | 1.77%              |
| Waldwick Borough            | 9,625                            | 10,058                           | 4.50%              |
| Wallington Borough          | 11,335                           | 11,868                           | 4.70%              |
| Washington Township         | 9,102                            | 9,285                            | 2.01%              |
| Westwood Borough            | 10,908                           | 11,282                           | 3.43%              |
| Woodcliff Lake Borough      | 5,730                            | 6,128                            | 6.95%              |
| Wood-Ridge Borough          | 7,626                            | 10,137                           | 32.93%             |
| Wyckoff Township            | 16,696                           | 16,585                           | -0.66%             |
| <b>TOTAL</b>                | <b>905,116</b>                   | <b>955,732</b>                   | <b>5.59%</b>       |
| <b>Out of BERGEN COUNTY</b> |                                  |                                  |                    |
| East Newark                 | 2406                             | 2594                             | 7.81%              |
| Harrison                    | 13620                            | 19450                            | 42.80%             |
| Kearny                      | 40684                            | 41999                            | 3.23%              |
| <b>TOTAL</b>                | <b>56710</b>                     | <b>64043</b>                     | <b>12.93%</b>      |

# REHS Pricing Worksheet Instructions

Enclosed is a pricing worksheet to help you in determining the anticipated yearly cost to contract for *Direct Registered Environmental Health Specialist (REHS) Services Coverage* with the Bergen County Department of Health Services.

The information required to complete this pricing worksheet can be obtained from your local licensing department or local Board of Health. All businesses and facilities located within your municipality listed below are required to be licensed.

## **REHS – PER INSPECTION FEES**

### Retail Food Establishment Inspections (RFE)

- *Risk Type 1 RFEs* require one (1) inspection per year. Multiply the total number of licensed *Risk Type 1* establishments located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.
- *Risk Type 2 RFEs* require one (1) inspection per year. Multiply the total number of licensed *Risk Type 2* establishments located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.
- *Risk Type 3 RFEs* require two (2) inspections per year. Multiply the total number of licensed *Risk Type 3* establishments located within your municipality by two (2). This total is the amount of inspections to be used on the pricing worksheet.
- *Risk Type 4 RFEs* require two (2) inspections per year. Multiply the total number of licensed *Risk Type 4* establishments located within your municipality by two (2). This total is the amount of inspections to be used on the pricing worksheet.

### Public Recreational Bathing Inspections

- *Public Recreational Bathing* facilities require two (2) inspections per year. Multiply the total number of licensed *Public Recreational Bathing* facilities located within your municipality by two (2). This total is the amount of inspections to be used on the pricing worksheet.

### Child Care Center Inspections

- *Child Care Centers* require one (1) inspection per year. Multiply the total number of licensed *Child Care Centers* located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.

### Kennel, Pet Shop, Shelter/Pound Inspections

- *Kennels, Pet Shops, Shelters/Pounds* require one (1) inspection per year. Multiply the total number of licensed *Kennel, Pet Shop, Shelter/Pound* facilities located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.



### Youth Camp Inspections

- *Youth Camps* require one (1) pre-operational inspection per year. Multiply the number of New Jersey State licensed *Youth Camps* located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.

### Tanning & Body Art Facility Inspections

- *Tanning & Body Art* facilities require one (1) inspection per year. Multiply the total number of licensed Tanning & Body Art facilities located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.

## **REHS – ANNUAL FEES**

### Public Health Nuisance Complaints

- Take the previous 2-year average of the total amount of *Public Health Nuisance Complaint* investigations reported. This total is the amount of investigations to be used on the pricing worksheet.

### Animal Bites

- Take the previous 2-year average of the total amount of *Animal Bites* reported. This total is the amount of investigations to be used on the pricing worksheet.

## **REHS – FLAT RATE FEES**

- Food Borne and Communicable Disease Investigation(s)
- Administration
- Retail Food Establishment Plan Review(s)
- Temporary Food Event(s)

Once the total numbers of inspections and investigations have been determined for each individual category, the totals are to then be multiplied by the fee amounts listed on the worksheet for their respective category. Finally, add the totals for each category together for the *Total Yearly Cost of REHS Contracted Services* for your municipality.

Questions?

Please contact Thomas Longo, Program Coordinator at (201) 634-2783.

# REHS Pricing Worksheet:

## ***Retail Food Establishment Inspections (RFE):***

|              |                               |   | <u>FEE</u> |   | <u>TOTAL</u> |
|--------------|-------------------------------|---|------------|---|--------------|
| Risk Type 1: | _____ # Facilities x 1= _____ | X | _____      | = | _____        |
| Risk Type 2: | _____ # Facilities x 1= _____ | X | _____      | = | _____        |
| Risk Type 3: | _____ # Facilities x 2= _____ | X | _____      | = | _____        |
| Risk Type 4: | _____ # Facilities x 2= _____ | X | _____      | = | _____        |

## ***Temporary Food Event Inspections***

|                  |       |   |       |
|------------------|-------|---|-------|
| Yearly Flat Rate | _____ | = | _____ |
|------------------|-------|---|-------|

## ***RFE Plan Reviews***

|                  |       |   |       |
|------------------|-------|---|-------|
| Yearly Flat Rate | _____ | = | _____ |
|------------------|-------|---|-------|

## ***Public Recreational Bathing Inspections***

|                               |   |       |   |       |
|-------------------------------|---|-------|---|-------|
| _____ # Facilities x 2= _____ | X | _____ | = | _____ |
|-------------------------------|---|-------|---|-------|

## ***Child Care Center Inspections***

|                               |   |       |   |       |
|-------------------------------|---|-------|---|-------|
| _____ # Facilities x 1= _____ | X | _____ | = | _____ |
|-------------------------------|---|-------|---|-------|

## ***Kennel, Pet Shop, Shelter/Pound Inspections***

|                               |   |       |   |       |
|-------------------------------|---|-------|---|-------|
| _____ # Facilities x 1= _____ | X | _____ | = | _____ |
|-------------------------------|---|-------|---|-------|

## ***Youth Camp Inspections***

|                               |   |       |   |       |
|-------------------------------|---|-------|---|-------|
| _____ # Facilities x 1= _____ | X | _____ | = | _____ |
|-------------------------------|---|-------|---|-------|

***Tanning & Body Art Facility Inspections***

\_\_\_\_\_ # Facilities x 1= \_\_\_\_\_ X \_\_\_\_\_ = \_\_\_\_\_

***Public Health Nuisance Complaints (2-year average)***

\_\_\_\_\_ # Investigations \_\_\_\_\_ X \_\_\_\_\_ = \_\_\_\_\_

***Animal Bites (2-year average)***

\_\_\_\_\_ # Investigations \_\_\_\_\_ X \_\_\_\_\_ = \_\_\_\_\_

***Foodborne & Communicable Disease Investigations***

Yearly Flat Rate \_\_\_\_\_ = \_\_\_\_\_

***Administration (Court, Board Meetings, OPRA Review, etc.)***

Yearly Flat Rate \_\_\_\_\_ = \_\_\_\_\_

---

**Total Estimated Yearly Cost of REHS Contracted Services = \$ \_\_\_\_\_**

## 2023 Pricing Worksheet:

## Allendale

### *Retail Food Establishment Inspections (RFE):*

|              |                |   |          |   |            |
|--------------|----------------|---|----------|---|------------|
| Risk Type 1: | 4 Inspections  | X | \$72.93  | = | \$291.72   |
| Risk Type 2: | 9 Inspections  | X | \$109.41 | = | \$984.69   |
| Risk Type 3: | 26 Inspections | X | \$218.81 | = | \$5,689.06 |
| Risk Type 4: | 4 Inspections  | X | \$145.87 | = | \$583.48   |

### *Temporary Food Event Inspections*

|                  |  |  |  |   |          |
|------------------|--|--|--|---|----------|
| Yearly Flat Rate |  |  |  | = | \$399.00 |
|------------------|--|--|--|---|----------|

### *RFE Plan Reviews*

|                  |  |  |  |   |          |
|------------------|--|--|--|---|----------|
| Yearly Flat Rate |  |  |  | = | \$399.00 |
|------------------|--|--|--|---|----------|

### *Public Recreational Bathing Inspections*

|               |   |          |   |          |
|---------------|---|----------|---|----------|
| 4 Inspections | X | \$218.81 | = | \$875.24 |
|---------------|---|----------|---|----------|

### *Child Care Center Inspections*

|               |   |          |   |          |
|---------------|---|----------|---|----------|
| 3 Inspections | X | \$109.41 | = | \$328.23 |
|---------------|---|----------|---|----------|

### *Kennel, Pet Shop, Shelter/Pound Inspections*

|               |   |          |   |        |
|---------------|---|----------|---|--------|
| 0 Inspections | X | \$145.87 | = | \$0.00 |
|---------------|---|----------|---|--------|

### *Youth Camp Inspections*

|               |   |          |   |        |
|---------------|---|----------|---|--------|
| 0 Inspections | X | \$145.87 | = | \$0.00 |
|---------------|---|----------|---|--------|

### *Tanning & Body Art Facility Inspections*

|               |   |          |   |        |
|---------------|---|----------|---|--------|
| 0 Inspections | X | \$145.87 | = | \$0.00 |
|---------------|---|----------|---|--------|

### *Public Health Nuisance Complaints (2-year average)*

|                   |   |          |   |            |
|-------------------|---|----------|---|------------|
| 10 Investigations | X | \$145.87 | = | \$1,458.70 |
|-------------------|---|----------|---|------------|

### *Animal Bites (2-year average)*

|                   |   |          |   |            |
|-------------------|---|----------|---|------------|
| 10 Investigations | X | \$182.36 | = | \$1,823.60 |
|-------------------|---|----------|---|------------|

### *Foodborne & Communicable Disease Investigations*

|                  |  |  |  |   |          |
|------------------|--|--|--|---|----------|
| Yearly Flat Rate |  |  |  | = | \$399.00 |
|------------------|--|--|--|---|----------|

### *Administration (Court, Board Meetings, OPRA, etc.)*

|                         |   |         |   |            |
|-------------------------|---|---------|---|------------|
| 50 Administrative Hours | X | \$72.93 | = | \$3,646.50 |
|-------------------------|---|---------|---|------------|

---

|  |  |  |  |          |                    |
|--|--|--|--|----------|--------------------|
| <b>Total Yearly Cost of REHS Contracted Services</b> |  |  |  | <b>=</b> | <b>\$16,878.22</b> |
|--|--|--|--|----------|--------------------|

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

**DATE: 01/05/2023**

**RESOLUTION# 23-65**

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

Carried ☐ Defeated ☐ Tabled ☐

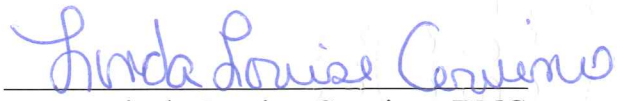
Approved on Consent Agenda ☐

**AUTHORIZATION TO HIRE POLICE OFFICER  
JOHN RUBINO III**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, upon recommendation of the Chief of Police and the Public Safety Committee that John Rubino III is hereby appointed as a Police Officer Recruit of the Allendale Police Department effective January 1, 2023, at the annual salary of \$42,793 in accordance with PBA Local 217 contract.

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.

  
Linda Louise Cervino, RMC  
Municipal Clerk

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

**DATE: 01/05/2023**

**RESOLUTION# 23-66**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☐

**AUTHORIZATION TO HIRE POLICE OFFICER  
MARK DUNN, JR.**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, upon recommendation of the Chief of Police and the Public Safety Committee that Mark Dunn, Jr. is hereby appointed as a Police Officer Recruit of the Allendale Police Department effective January 1, 2023, at the annual salary of \$42,793 in accordance with PBA Local 217 contract.

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 5, 2023.



Linda Louise Cervino, RMC  
Municipal Clerk