

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

DATE: 02/08/2024

RESOLUTION# 24-06

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

☒ Carried
☐ Defeated
☐ Tabled
☐ Approved on Consent Agenda

**APPROVING THE AMENDMENT OF § A276-22, A276-27, A276-29 AND A276-30 OF
THE BYLAWS OF THE BOROUGH**

WHEREAS, pursuant to the Bylaws (the "Bylaws") of the Borough Council ("Council") of Allendale (the "Borough"), set forth in Appendix § A276 of the Borough Code, the Mayor or any member of the Council may, pursuant to § A276-38(A) of the Borough Code, propose amendments to the Bylaws at any regular or special meeting of the Council; and

WHEREAS, pursuant to § A276-38(B) of the Bylaws, upon the presentation of any such proposed amendment to the Bylaws, the Mayor will then appoint a special committee of three (3) members of the Council to consider the proposed amendments; and

WHEREAS, pursuant to § A276-39 of the Bylaws, the special committee is to present its recommendations concerning the proposed amendment at a regular business meeting of the Council; and

WHEREAS, pursuant to § A276-40 of the Bylaws, any alteration or amendment may only be effectuated by a two-thirds majority on a roll call of the full Council, taken at two successive regular meetings of the Council; and

WHEREAS, at the December 7, 2023 regular meeting of the Council, Mayor Amy Wilczynski proposed amending § A276-22 of the Bylaws in its entirety to read as follows:

§ A276-22. Proposed standing committees.

The Mayor shall appoint each Council member to at least one standing committee, subject to concurrence by a majority of the Council:

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- A. Finance, Human Resources, Administration, and Information Technology.
- B. Public Safety.
- C. Public Works and Public Utility.
- D. Facilities, Parks and Recreation.
- E. Land Use and Construction Code.

WHEREAS, at the December 7, 2023 regular meeting of the Council, Mayor Wilczynski proposed amending § A276-27 of the Bylaws in its entirety to read as follows:

§ A276-27. Finance, Human Resources, Administration, and Information Technology Committee

The Finance, Human Resources, Administration, and Information Technology Committee shall have responsibility for oversight of the functions and practices of the offices of Borough Administrator, Borough Clerk, Finance and Tax, Tax Assessor, and Municipal Attorney, including:

- A. Examination and review of all bill lists prior to their submission to the Council for authorization to pay bills.
- B. General policies and practices, such as personnel procedures, insurance and risk management, purchasing, records maintenance, information systems, and labor negotiations with the participation of members of the appropriate standing committee.
- C. Initiation of foreclosure action, and subsequent administration and disposition of property acquired by the Borough under foreclosure of tax title liens.
- D. Coordination of departmental budgets and budget development; relation to the activities above mentioned; and the final preparation, explanation and continuing supervision of the budget.
- E. Liaison between the Council and municipal auditors, bond counsel, and any other body or organization on fiscal matters.

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- F. Managing and overseeing various aspects of technology (in consultation with an IT expert) including:
- IT infrastructure including software
 - Establishing policy for data management
 - Cybersecurity- Developing policy, audits, and incident reports in conjunction with IT consultant.
 - Communication Systems- including various platforms and policies throughout the Borough.
 - Innovation and Emerging Technologies- Staying current with best practices in IT to operate efficiently.
 - Training and Support

WHEREAS, at the December 7, 2023 regular meeting of the Council, Mayor Wilczynski proposed amending § A276-29 of the Bylaws in its entirety to read as follows:

§ A276-29 [Reserved]

WHEREAS, at the December 7, 2023 regular meeting of the Council, Mayor Wilczynski proposed amending § A276-30 in its entirety to read as follows:

§ A276-30. Public Works and Public Utilities Committee.

The Public Works and Public Utilities Committee shall have responsibility for:

- A. Maintenance and improvement of all Borough streets.
- B. Maintenance and installation of sidewalks and curbs.
- C. Maintenance of a proper and functional storm drainage system.
- D. Ensuring proper collection and disposal of garbage, trash, and other solid waste items.
- E. The management of a recycling program for newspapers, glass, designated metals and plastics, tires, batteries, cardboard, and other materials.
- F. Oversight of other activities of the Public Works Department.
- G. Oversight of the activities of the Borough Engineer.

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H. Ensuring the safe operation and maintenance of the sanitary sewer system.

I. Ensuring the safe and reliable operation of the Water Utility for the Borough of Allendale.

J. Liaison with any other public utility activities operating within the Borough of Allendale.

K. Street lighting.

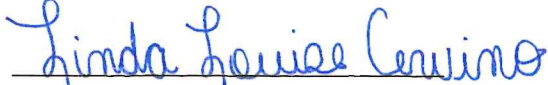
WHEREAS, following the foregoing proposals by the Mayor, a special committee (the "Special Committee") of three (3) members of the Council comprised of Councilpresident Liz Homan, Councilwoman Susanne Lovisolo and Councilman Matthew O'Toole were appointed by the Mayor at the December 7, 2023 Council meeting to consider the foregoing amendments; and

WHEREAS, the Special Committee unanimously presented to the Council at its regular meeting held on December 21, 2023 that the foregoing amendments to the Bylaws be adopted as set forth hereinabove; and

WHEREAS, at a roll call vote at the meeting of the Council on January 4, 2024, six members of the Council, constituting [more than] a two-thirds majority of the full Council, approved in their entirety the foregoing proposed amendments to the Bylaws.

NOW, THEREFORE, BE IT RESOLVED BE IT RESOLVED that the foregoing approval of the foregoing proposed amendments by such two-thirds majority of the full Council constitutes the Council's First approval of such amendments as provided for in § A276-40 of the Bylaws.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 08, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 02/08/2024

RESOLUTION# 24-70

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

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

**APPROVE CHANGE ORDER NUMBER ONE
HM COMPANY LLC - ALLENDALE ADA FIREHOUSE BATHROOM RENOVATION**

WHEREAS, the Contractor has requested that certain changes are needed for the Allendale Firehouse ADA Bathroom; and

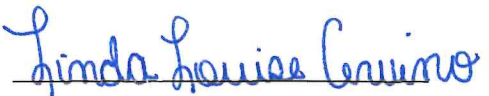
WHEREAS, a net increase of \$2,268.75 will result from the actual quantities of work measured and performed; and

WHEREAS, the CFO has certified that sufficient funds are available.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that Change Order Number One resulting in an increase of \$2,268.75, a 2.38% increase in the original contracted amount, be approved for the Allendale Firehouse ADA Bathroom Renovation, resulting in a new contract amount of \$97,268.75.

BE IT FURTHER RESOLVED that Change Order Number One in the increased amount of \$2,268.75 be approved for performance by HM Company LLC, 3 Orlando Drive, Fairfield, New Jersey 07004.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 08, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 02/08/2024

RESOLUTION# 24-71

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

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

**A RESOLUTION AUTHORIZING THE APPOINTMENT OF MUNICIPAL
REPRESENTATIVES TO THE BERGEN COUNTY COMMUNITY DEVELOPMENT
REGIONAL COMMITTEE FY 2023 COVERING JULY 1, 2023 THROUGH JUNE 30, 2024**

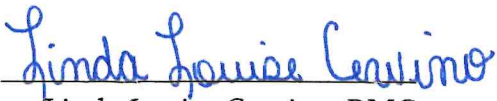
WHEREAS the Municipality of Allendale has entered into a three-year Cooperative Agreement with the County of Bergen as provided under the Interlocal Services Act N.J.S.A. 40A:65-1 et seq. and Title 1 of the Housing and Community Development Act of 1974; and

WHEREAS, said Agreement requires that the Municipal Council appoint a representative and alternate and that the Mayor appoint a representative and alternate for the FY 2023-2024 term starting July 1, 2023, and ending on June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council hereby appoints Mayor Amy Wilczynski as its representative and Alison Altano as its alternate and that the Mayor hereby appoints Councilman Tyler Yaccarino as her representative and Councilman Matthew O'Toole as her alternate to serve on the Community Development Regional Committee for FY 2023-2024; and

BE IT FURTHER RESOLVED that an original, certified copy of this resolution be immediately emailed to Robert G. Esposito, Director; Bergen County Division of Community Development; One Bergen County Plaza, Fourth Floor; Hackensack, New Jersey 07601 | resposito@co.bergen.nj.us as soon as possible and no later than Friday, February 16, 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 February 08, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 02/08/2024

RESOLUTION# 24-72

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

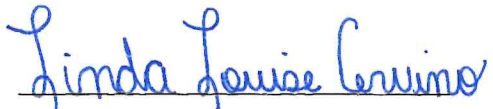
☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

**AUTHORIZATION TO SOLICIT BIDS FOR THE CONSTRUCTION OF THE NEW
CONCESSION STAND AT CRESTWOOD LAKE**

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 Municipal Clerk to advertise and receive bids for "The Construction of the New Concession Stand at Crestwood Lake"; and

BE IT FURTHER RESOLVED that the final bid specifications be subject to form approval by the Borough Attorney.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 08, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 02/08/2024

RESOLUTION# 24-73

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

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

**RESOLUTION AUTHORIZING A SEWER CONNECTION AGREEMENT
BETWEEN THE BOROUGH OF ALLENDALE AND
THE BOROUGH OF SADDLE RIVER**

WHEREAS, pursuant to a 1997 Agreement, the Borough of Allendale provides such sanitary sewer service to a development project located within the Borough of Saddle River, known as Saddle River Properties, Inc., which property is identified as Block 1302, Lots 1, 3 and 4 on the Tax Assessment Map for the Borough of Saddle River; and

WHEREAS, the Borough of Allendale and the Borough of Saddle River are desirous of modifying the terms of the 1997 Agreement in order to provide sanitary sewer service to an Affordable Housing development on property identified as Block 16.01, Lots 9.01 and a 16-Unit Special Needs Affordable Housing Development on property identified as Block 1605, Lot 1 on the Tax Map of the Borough of Saddle River (the "Development"); and

WHEREAS, the Borough of Allendale and the Borough of Saddle River have negotiated and agreed to terms of a new Sewer Connection Agreement providing for sanitary sewer connections with the Borough of Allendale for the Development; and

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the Borough of Allendale hereby approve the Sewer Connection Agreement annexed hereto and that the Mayor is authorized to execute such Agreement; and it is

FURTHER RESOLVED, that a copy of this Resolution and Executed Agreement be provided to the Borough of Saddle River to be counter-signed.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 08, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

SEWER CONNECTION AGREEMENT

THIS AGREEMENT ("Agreement") made this 8th day of February, 2024, by and between: S.C.

THE BOROUGH OF ALLENDALE, a Municipal Corporation in the County of Bergen and State of New Jersey (hereinafter referred to as "Allendale"), and

THE BOROUGH OF SADDLE RIVER, a Municipal Corporation in the County of Bergen and State of New Jersey (hereinafter referred to as "Saddle River").

WITNESSETH:

WHEREAS, the parties acknowledge that on July 7, 1997 an agreement was entered into between Allendale, Saddle River and Saddle River Properties, Inc. to provide sanitary sewers for the development project known as Saddle River Properties, Inc., which property was identified as Lots 1, 3 and 4, Block 1302 on the Tax Assessment Map for the Borough of Saddle River (hereinafter referred to as the "1997 Agreement"). The 1997 Agreement, the terms of which speak for themselves, established the rights, rules and regulations whereby Allendale authorized utilization of the existing sanitary sewer system owned and operated by Allendale to convey wastewater from the planned development project to the Northwest Bergen County Utilities Authority (NBCUA) Wastewater Treatment Plant; and

WHEREAS, Saddle River is requesting authorization from Allendale to utilize the existing sanitary sewer system owned and operated by Allendale to convey wastewater from a second project, which includes a planned 112 Unit Affordable Housing development project known as Saddle River Urban Renewal, LLC (the "Affordable Housing Development Project") and a 16 Unit Special Needs Affordable Housing Development to the Northwest Bergen County Utilities Authority (NBCUA) Wastewater Treatment Plant; and

WHEREAS, Allendale has agreed to allow utilization of its sanitary sewers for the planned Affordable Housing Development Project, which property is identified as Lots 9.01, Block 1601 (The Affordable Housing Development) and Lot 1, Block 1605 (The Special Needs Affordable Housing Development) on the Tax Assessment Maps for the Borough of Saddle River (hereinafter generally "Property"). This property is more fully described in Exhibit "A" attached hereto and

made a part hereof, and generally located at the intersection of Route 17 North, East Allendale Road and Choctaw Trail, in the Borough of Saddle River, New Jersey; and

WHEREAS, the Affordable Housing Development Project proposes up to one hundred twelve (112) residential units of affordable housing within six (6) apartment buildings on said property; and the Special Needs Affordable Housing Development Project proposes sixteen (16) units of affordable housing restricted to persons with disabilities within one (1) building on the property;

WHEREAS, it is the intent and action of the parties with this present Agreement to supplant and supersede in their entirety the terms of the 1997 Agreement with the terms of the present Agreement; and

WHEREAS, the Mayor and Council of Allendale and the Mayor and Council of Saddle River have heretofore adopted a Resolution approving the execution of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, it is hereby agreed as follows:

1. Allendale hereby agrees, subject to the terms and conditions in this Agreement, to permit Saddle River, to connect into the sanitary sewer system of Allendale for the benefit of the owners of the Property, which is more fully described in Exhibit "A".
2. Allendale and Saddle River hereby agree to modify the 65,000 GPD originating from the previously approved Saddle River Properties, Inc. development project so as to provide for acceptance by Allendale of up to "53,500 GPD" and up to 28,250 GPD from Saddle River which will originate from the Saddle River Urban Renewal, LLC development project. The total Sewage of the two developments, i.e. Saddle River Properties, Inc. and the Affordable Housing Development Project, may not exceed the respective individual GPD described in the immediately preceding sentence or total of 81,750 GPD. (See calculations, Exhibit B hereto).

In the event that the total flow from Saddle River to Allendale exceeds 81,750 GPD, Saddle River agrees to pay to Allendale two times (2X) the sewer charge rate set forth in paragraph 9(c) of this Agreement.

- a. Prior to the execution of this Agreement, the Allendale sewer system was evaluated and an Engineering report was prepared by Paulus, Sokolowski and Sartor, LLC (PS&S). Infiltration and inflow and Allendale sewer system repairs were identified. The parties agree to pay their reasonable proportionate share, as defined below, of the costs required to repair and maintain the Allendale system.
 - i. The initial upgrade/repair for the Affordable Housing Development Project is anticipated to include Cured-In-Place-Pipe (CIPP) lining and manhole repairs including, without limitation, re-cementing man holes and epoxying of the Allendale sewer system downstream of the proposed connection point. (hereinafter the "Work"). Saddle River's "reasonable proportionate share" for the Work is seventy-one and eight tenths (71.8%) and Allendale's reasonable proportionate share for the Work is twenty-eight and two tenths (28.2%). Saddle River agrees to pay its reasonable proportionate share of the costs of the Work immediately following the awarding of the contract for such Work.
 - ii. Saddle River agrees that it will certify to Allendale within thirty (30) days prior to the award of the bid for the Work, that it has available funds for its reasonable proportionate share of the Work. Notwithstanding the foregoing, if for any reason Saddle River fails to fund (i.e. pay to Allendale) its reasonable proportionate share of the costs of the Work within thirty (30) days of Allendale's delivery to Saddle River of an invoice/bill from the contractor performing the Work, for all or a portion of the Work completed by such contractor (the "Default"), then and in such event (1) Allendale shall have no obligation, and Saddle River shall have no right to require Allendale, to either (a) conduct any of the Work or (b) to allow Saddle River to utilize Allendale's sanitary sewers for the Affordable Housing Project Development; and (2) Saddle River agrees that it will, within sixty (60) days of the demand for same, nonetheless remit its reasonable

proportionate share to Allendale, notwithstanding the fact that Allendale will not be receiving from, and Saddle River shall not have the right to utilize Allendale's sanitary sewer system for, the wastewater from the Affordable Housing Development Project and Special Needs Affordable Housing Project; and (3) Saddle River will pay to Allendale the full amount of all costs incurred by Allendale relating to the Work through the date of the Default.

Notwithstanding the foregoing, from and after the Default, Saddle River will nonetheless be obligated to pay to Allendale an Annual Service Charge for all sewer flow emanating from Saddle River into the Allendale system, to be calculated in accordance with Article IX; as well as its reasonable proportionate share of the future costs required to repair, maintain and upgrade the Allendale system in accordance with Article IX(b).

- b. In addition to payment of its reasonable proportionate share to Allendale, Saddle River agrees to install and maintain, at its own cost and expense, all facilities necessary to make the connection from the Affordable Housing Development Project into the Allendale sewer system in accordance with plans approved by the Allendale Sewer Engineer (hereinafter Engineer) and/or appropriate officials of the Borough of Allendale. Such connection shall be constructed under the supervision of the Borough of Allendale and its authorized representatives. Any roads and property in Allendale that may be disturbed by the construction necessary for the connection shall be restored to substantially the same condition as it existed prior to the commencement of such construction. To monitor flow, meters with an accessible remote display are required to be installed. Saddle River shall be responsible for the installation and maintenance the meters. Allendale, however, shall have the right to access the meters upon reasonable notice to Saddle River. Saddle River will be responsible for having the meters calibrated twice per year and such calibration reports shall be furnished to Allendale.

3. Saddle River must make application to Allendale and comply with all of the terms and provisions of Allendale's Ordinances, including, but not limited to, such ordinances regulating to sewer connections (subject to any applicable state statutes) and the rules, regulations and standards of all authorities having jurisdiction of this matter including the NBCUA, as though the Property were located within Allendale and connecting into its sanitary sewer. Upon the granting of the application by Allendale and the connection from the Affordable Housing Development Project into Allendale's sanitary sewer system, Saddle River, its successors and assigns, shall be deemed to have consented to the jurisdiction of the Municipal Court of Allendale for any violations of the aforementioned ordinances, codes, standards and regulations and/or the regulations and rules of NBCUA to the extent that such jurisdiction is granted to a municipal court of the State of New Jersey.
4. Saddle River, agrees to deposit with Allendale and maintain an escrow amount of \$5,000.00 to cover the costs to Allendale of its engineering and legal review of the proposed sewer connection, to the Affordable Housing Development Project, provided however, that if such costs of engineering and legal review exceed \$5,000.00, Saddle River shall be responsible for, and shall deposit in escrow with Allendale such costs in excess of \$5,000.00. Said engineering and legal charges will be billed to this escrow deposit in a manner as provided in N.J.S. 40:55D-53.2, et seq. Saddle River also agrees to pay any and all permit fees which may be required for the sewer connection.
5. Saddle River agrees that in addition to any and all other approvals that may be required to implement this Agreement, the connection of the Affordable Housing Development Project into the Allendale sanitary sewer system shall be subject to and governed by any and all ordinances, codes, standards and regulations of Allendale as may be subsequently amended and supplemented including, but not limited to, Chapter 220 of the Code of the Borough of Allendale entitled, "Sewer Use." The parties further agree that said connection shall be subject to the rules, regulations and standards of the NBCUA and as the same may subsequently be

amended or supplemented, copies of which are in file in the office of the NBCUA and which are made a part hereof as though set forth herein at length.

6. Saddle River agrees to use its best efforts to obtain any and all additional approvals that may be necessary from NBCUA and any other governmental authorities having jurisdiction over the subject matter herein beyond those approvals which have already been obtained.
7. The parties hereto agree to execute any other agreements or documents which are reasonably required to implement this undertaking.
8. Saddle River agrees that no other building, facility, pipe or any drainage system shall be connected or directed into the sanitary sewer system that discharges into the Allendale sewer system other than the sanitary waste from the development projects described herein. In the event such unauthorized connections are made, Allendale shall give notice to Saddle River, who shall, at its sole cost and expense, take such steps as may be necessary to cause such violations of this Agreement to be immediately terminated. In the event such violations are not immediately terminated, Saddle River shall be subject to such penalties and fines as may be prescribed under the Allendale Code or any other applicable law or regulation.
9. As additional consideration for connection of the Affordable Housing Development Project and the Special Needs Affordable Housing Development into the Allendale sewer system, Saddle River, agrees to pay Allendale:
 - a. Connection fees payable to NBCUA and connection fees as set forth in the current ordinance of the Borough of Allendale, subject to the fifty percent (50%) reduction provided for by N.J.S.A 40:14B-22.3
 - b. Its reasonable proportionate share of the future costs required to repair, maintain and upgrade the Allendale system, in addition to an administrative fee equal to fifteen percent (15%) of any and all future costs incurred by Allendale to repair, maintain and upgrade the Allendale sewer system from and after the date of this Agreement.

- c. An annual sewer charge (the “Annual Service Charge”) for the Saddle River Properties, Inc. development project and the Affordable Housing Development Project (such projects being referred to herein collectively as the “Projects”) shall be paid by Saddle River to Allendale. Allendale will calculate the Annual Service Charge using the same methodology as NBCUA for the sanitary wastewater from the Projects. Saddle River will remit to Allendale the amount charged by NBCUA for the sanitary wastewater from the Projects plus an additional fifteen percent (15%) of such charged amount. Should this billing methodology change, Saddle River will remit to Allendale the new/revised amount charged by NBCUA for the sanitary wastewater from the Projects plus an additional fifteen percent (15%) of such new/revised charged amount.
10. Within thirty (30) days of presentation of an invoice or billing, Saddle River will pay the charge to Allendale. Saddle River shall not withhold payment of the annual service charge for any reason. The full annual payment must be made by December 1st of the billing year. Any dispute concerning said charge shall be promptly discussed in good faith and resolved by and between the Borough Administrators of Allendale and Saddle River. If any adjustment shall be required, said adjustment shall be made in the next annual service charge invoice or by another procedure which the municipalities may agree to. In the event that Saddle River willfully withholds payment or fails to timely provide the required information and Allendale is required to institute suit, Saddle River will reimburse Allendale for its reasonable attorneys’ fees and costs and shall be subject to any lawful interest that may be imposed by a court.
11. Saddle River will maintain and be solely responsible for the sewers within Saddle River, including but not limited to the pipes, meter pit and meter installed for the projects. Saddle River will maintain and be responsible for any pump station that may be installed.
12. Saddle River agrees that should any damage be sustained to the Allendale sewers or any portion thereof during the connection contemplated hereunder, that it shall

be required to repair same promptly at its own cost and expense, all to the reasonable satisfaction of Allendale and its Engineer.

13. Saddle River, shall defend, indemnify and hold harmless Allendale, its officials, agents and employees from and against all claims for personal injury or property damage arising out of the performance of any work of any kind required to be done by it pursuant to the terms of this Agreement or any other work of any kind undertaken by it or on its own behalf in connection with the work contemplated hereunder. Said indemnification shall include but not be limited to any and all suits or claims for liability, damages, costs, expenses, penalties, assessments, interest and/or attorneys' fees.

14. Saddle River and Allendale agree to reasonably work together to determine an appropriate allocation of unanticipated costs. At a minimum, the parties will meet on each five (five) year anniversary of this agreement to review and determine whether Allendale has incurred any costs not reasonably anticipated as of the date of execution of this agreement.

15. Any additional Sewer connection for Saddle River must be approved by Allendale's governing body by resolution and formal agreement and all connections fees must be paid to Allendale and NBCUA as required by code.

16. In the event that any legal action is required to enforce the terms, conditions and obligations of any party hereto, the prevailing party shall be entitled to recover all reasonable attorneys' fees, costs and expenses associated with the enforcement hereof.

17. The parties hereto agree that this Agreement or a memorandum thereof may be recorded by any party with the office of the Bergen County Clerk.

18. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and/or assigns or owners of the property herein.

19. The parties hereto mutually agree to perform and undertake any necessary action and execute and deliver any and all documents which may now or in the future become necessary in order to effectuate the intent and purpose of this Agreement.

20. Following completion of the Affordable Housing Development Project on the Property, in the event Saddle River provides alternate sewer service to the Property without

requiring Allendale sewer service, then Saddle River may terminate this Agreement on six (6) months' written notice to Allendale. In such event, Saddle River will be solely responsible for all costs and expenses related to the disconnection of the Allendale sewer and reconnection through Saddle River to the NWBCU sewer system.

21. Allendale and Saddle River agree and acknowledge that, other than the rights and benefits afforded to Allendale and Saddle River under this Agreement, this Agreement is not intended to, and shall not, create any rights, including but not limited to any third party beneficiary rights, in any person, including but not limited to the owners or developers of the Affordable Housing Development Project.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year first above mentions.

ATTEST:

Linda Louise Cerrino

Borough Clerk

ATTEST:

Cindy Kirkpatrick
Borough Clerk Cindy Kirkpatrick

BOROUGH OF ALLENDALE

By: [Signature]
Mayor

BOROUGH OF SADDLE RIVER

By: [Signature]
Mayor Albert J. Kurpis

EXHIBIT A

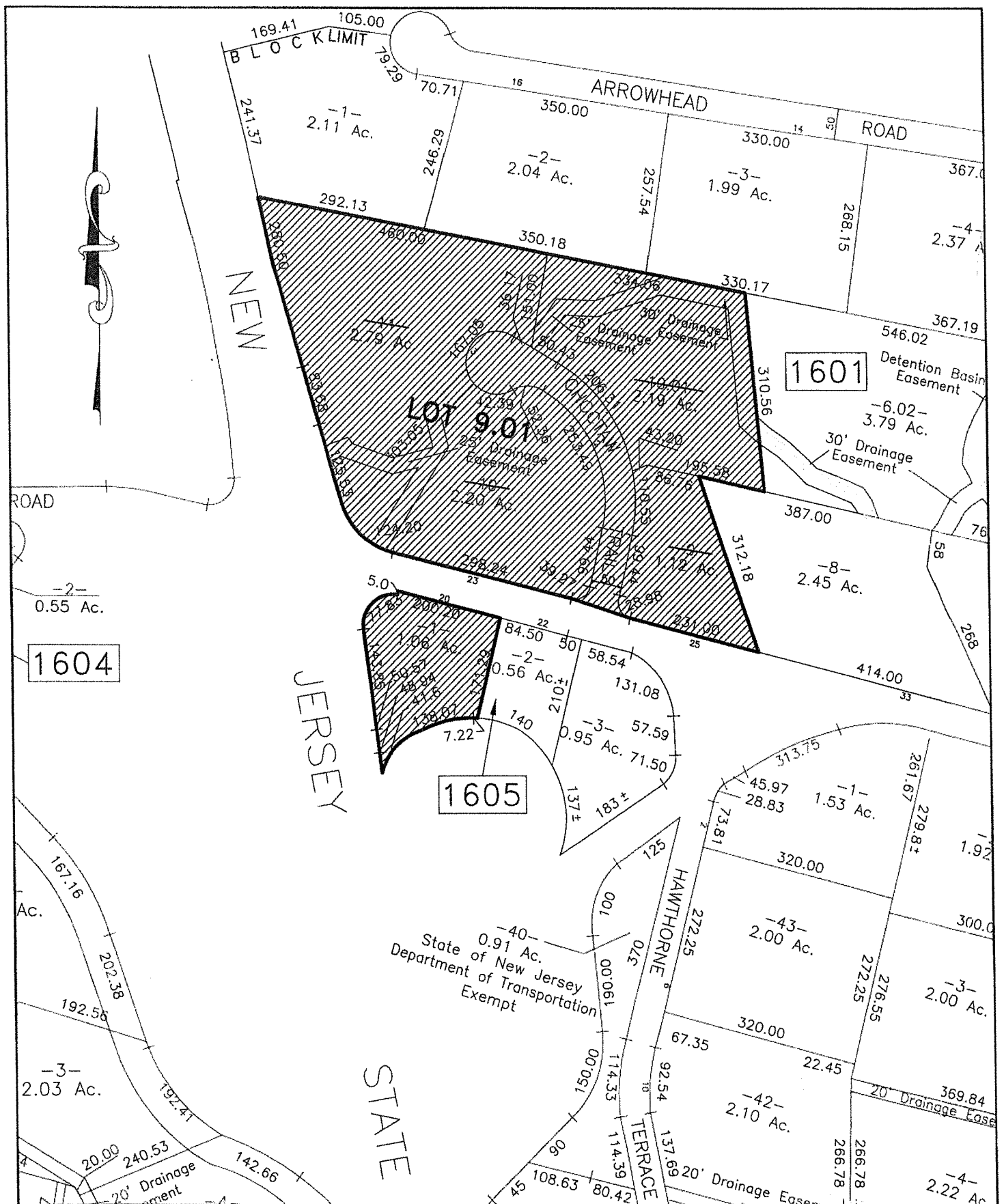


EXHIBIT "A"
BOROUGH OF SADDLE RIVER
SEWER CONNECTION AGREEMENT

REV: DEC/31, 2023
 DATE: NOVEMBER 2023

EXHIBIT B

EXHIBIT B

Saddle River and Allendale Sewer Calculations

PLANNED UNIT DEVELOPMENT SITE (SR TRIANGLE PROPERTY)

Flow Criteria per NJAC 7:14A-23.3

Marriott Residence Inn

Type of Establishment		Measurement Unit	Gallons Per Day	
48 Unit Building	No of Units	GPD Unit	Total GPD	
1 Bedroom Units	42	75	3150	
2 Bedroom Units	6	150	900	
60 Unit Building				
1 Bedroom Units	48	75	3600	
2 Bedroom Units	12	150	1800	
66 Unit Building				
1 Bedroom Units	54	75	4050	
2 Bedroom Units	12	150	1800	
	SF			
Gatehouse (offices/mtg rooms)	6650	0.1	665	
Total Marriott Residence Inn =			15965	GPD

		GPD Unit	Total GPD	
Affordable Housing (76 Units)				
Senior (Age Restricted)				
1 Bedroom Units	10	110	1100	
2 Bedroom Units	8	170	1360	
3 Bedroom Units	1	225	225	
Non Age Restricted				
1 Bedroom Units	10	150	1500	
2 Bedroom Units	35	225	7875	
3 Bedroom Units	12	300	3600	
	SF	GPD Unit		
Total Affordable Housing (76 Units) =			15660	

Brighton Gardens Assisted Living Facility				
	No of Beds	GPD Unit	Total GPD	
	120	100	12000	
Total Brighton Gardens Assisted Living Facility =			12000	

Office Building				
	SF	GPD Unit	Total GPD	
	98420	0.1	9842	
Total Office Building =			9842	

Planned Unit Development Site Total (only) =			53467	
Rounded			53500	Use

Proposed Developments				
TMO Choctaw	See separate PSS calculation		GPD	
TMO 20 EAR	16	150	25850	
			2400	
Total (both developments) =			28250	Use
PUD Total and TMO Projects =			GPD	
			81750	A

Allendale Flows (per Engineer)		Total Flows (A+C) =	113,850
32,100 GPD			
C			

Projected Percentages with TMO Project

	Allendale	Saddle River
Total	28.2%	71.8%

R#53-24

COUNCIL OF THE BOROUGH OF SADDLE RIVER

Resolution Offered by Council Member DiGirolamo

Date: 1/22/24

Seconded by Council Member Carpenter

**RESOLUTION AUTHORIZING A SEWER CONNECTION AGREEMENT
BETWEEN THE BOROUGH OF SADDLE RIVER AND THE BOROUGH OF
ALLENDALE RELATING TO A 100% AFFORDABLE HOUSING DEVELOPMENT,
BLOCK 1601 LOT 9.01 AND A SPECIAL NEEDS AFFORDABLE HOUSING
DEVELOPMENT, BLOCK 1605, LOT 1 IN THE BOROUGH OF SADDLE RIVER,
COUNTY OF BERGEN AND STATE OF NEW JERSEY**

WHEREAS, the Borough of Saddle River, in order to address its Affordable Housing obligations, has entered into a certain agreement with Saddle River Urban Renewal, LLC relating to development of a 112-Unit 100% Affordable Housing development on property identified as Block 16.01, Lots 9.01 and a 16-Unit Special Needs Affordable Housing Development on property identified as Block 1605, Lot 1 on the Tax Map of the Borough of Saddle River (the "Development"); and

WHEREAS, the aforementioned development projects require sanitary sewer service as part of their construction; and

WHEREAS, the Borough of Saddle River lacks such sanitary sewer service; and

WHEREAS, pursuant to a 1997 Agreement, the Borough of Allendale provides such sanitary sewer service to a development project located within the Borough of Saddle River, known as Saddle River Properties, Inc., which property is identified as Block 1302, Lots 1, 3 and 4 on the Tax Assessment Map for the Borough of Saddle River; and

WHEREAS, the Borough of Allendale and the Borough of Saddle River are desirous of modifying the terms of the 1997 Agreement in order to provide sanitary sewer service to the aforementioned development projects; and

WHEREAS, the Borough of Allendale will only enter into such Agreement with the Borough of Saddle River and not the owner or developer of the development projects; and

WHEREAS, the Borough of Saddle River and the Borough of Allendale have negotiated and agreed to terms of a new Sewer Connection Agreement providing for sanitary sewer connections with the Borough of Allendale for the Development; and

WHEREAS, Saddle River shall charge the owner of said Development in a manner consistent with the Borough's practice for owners of properties connected to the Allendale sanitary sewer system; and

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

DATE: 02/08/2024

RESOLUTION# 24-74

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

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

**GRANTEE AUTHORIZING RESOLUTION
COUNTY OF BERGEN 2023 BERGEN COUNTY OPEN SPACE TRUST FUND
MUNICIPAL PROGRAM - CONTRACT NO. 2300347**

BE IT RESOLVED, that the Mayor and Council of the Borough of Allendale wish to enter into a Bergen County Trust Fund Project Contract ("Contract") with the County of Bergen for the purpose of using a \$89,780.00 matching grant award from the 2023 Funding Round of the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund ("Trust Fund") for the municipal park project entitled Crestwood Park: Revitalize Four Tennis Courts with New Surfacing, located in Crestwood Park, 300 West Crescent Avenue, Allendale, New Jersey 07401, Block 201, Lot 9, on the tax maps of the Borough of Allendale;

BE IT FURTHER RESOLVED, that the Governing Body hereby authorize Mayor Amy Wilczynski to be a signatory to the aforesaid Contract; and

BE IT FURTHER RESOLVED, that the Mayor and Council hereby acknowledge that, in general, the use of this Trust Fund grant towards this approved park project must be completed by or about December 13, 2025; and,

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

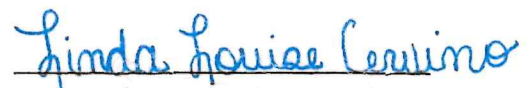
RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 02/08/2024

RESOLUTION# 24-74

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 08, 2024.



Linda Louise Cervino, RMC
Municipal Clerk

Linda L. Cervino

From: Witkowski, Nancy <NWitkowski@co.bergen.nj.us>
Sent: Saturday, January 20, 2024 4:27 PM
To: Linda L. Cervino
Subject: 2023 BC Open Space Municipal Park Improvements-Allendale
Attachments: 2023 TFMP Contract-Allendale.pdf

Re: 2023 Bergen County Open Space Trust Fund Municipal Program
Project: **Crestwood Park; Revitalize Four Tennis Courts with New Surfacing**
Grant Award of \$89,780.00

Linda,

The Board of County Commissioners granted final approval to a Bergen County Trust Fund grant award for the above-referenced park improvement project at its meeting on December 13, 2023.

Accompanying this letter is the Trust Fund Project Contract, which is to be executed by the municipality and returned to the County within 90 days of its receipt.

The municipality is strongly advised to review the Trust Fund Project Contract prior to its execution. Please contact the County with any questions.

Kindly please complete the following steps:

- ☐ Review the Contract.
- ☐ Complete Attachment B – Project Schedule and Sources of Funding.
- ☐ Authorize a municipal Resolution as per Attachment C.
- ☐ Execute one (1) original signature pages (page 15) with witness for the Grantee.

Please return the following documents within 90 days of the receipt of this letter:

- ☐ One fully signed copy of the Contract that includes:
- ☐ Mayor and witness signature on page (page 14), and,
- ☐ One (1) copy each of Attachments B and C.

A fully-executed contract document will be returned to the municipality with instructions on project completion for receipt of the grant. The Trust Fund grant is a reimbursement grant payable upon completion of the approved park improvement project.

Please note that this Trust Fund grant award **expires on December 13, 2025**, that is, use of the grant for the approved project is to be completed by or about that date. These County funds are reimbursement monies payable upon completion of only the approved project's elements as stated in the Trust Fund Project Contract. Contract extensions are determined on a case-by-case basis by the County and are not guaranteed.

Any changes, deviations, or additions to the proposed park improvement project to be funded by this Trust Fund grant must first be submitted to the County for review and approval of eligibility.

Please confirm receipt of this email me via email at NWitkowski@co.bergen.nj.us or call me directly at 201-336-7255 if you have any questions.

Nancy Witkowski
County of Bergen
Department of Parks
Division of Land Management
One Bergen County Plaza, 4th Fl.
Hackensack, NJ 07601
p. (201) 336-7255
f. (201) 336-7262
e. nwitkowski@co.bergen.nj.us
w. www.co.bergen.nj.us

CAUTION:

This Email originated from outside of our email domain. Do not click on links or open attachments unless you recognize the sender and know the content is safe. If unsure, do not reply to this email and call the sender directly.

COUNTY OF BERGEN

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

2023 MUNICIPAL PROGRAM
PARK IMPROVEMENT PROGRAM

GRANTEE: Borough of Allendale

PROJECT: Crestwood Park: Revitalize Four Tennis
Courts with New Surfacing

TERM OF CONTRACT: **December 13, 2023 – December 13, 2025**

CONTRACT NUMBER: 2300347

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

GRANT AWARD: \$89,780.00

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

2023 MUNICIPAL PARK IMPROVEMENT PROGRAM

Project Name: Crestwood Park: Revitalize Four Tennis Courts with New Surfacing

Name of Park Project Site: Crestwood Park

Street Address: 300 W. Crescent Avenue

Block(s): 201

Lot(s): 9

Municipality: Borough of Allendale

Project Contact Person: Linda Cervino

Title: Borough Clerk

Telephone: 201-818-4400 ext. 216

E-Mail Address: lindacervino@allendalenj.gov

Grant Award: \$ 89,780.00

Proposed Project Budget as Per Approved Trust Fund Application: \$ 200,000.00

Project Description: Improvements of tennis courts

Project Work Elements Listed Below:

- 1 Court milling
- 2 Court base
- 3 Surfacing
- 4 Nets
- 5 Basketball assembly
- 6 Fencing
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20

This Grant Contract, made on December 13, 2023 by and between

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

and

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

WITNESSETH:

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

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

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

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

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

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

1. **Approved Project** (the “Project”). The **Crestwood Park: Revitalize Four Tennis Courts with New Surfacing** project must be completed in accordance with the terms of this Contract, the 2023 application, the Project Description (contained herein) approved by the Division and/or as set forth in any approved Revised Project Description and/or Revised Budget.
2. **Award.** Board of County Commissioners No. 1487-23, adopted on **December 13, 2023**, (Attachment “A”) approved a Trust Fund award of **\$89,780.00 Dollars**, toward the Grantee’s proposed Project Budget as submitted in its Trust Fund Municipal Program Application and/or set forth in any approved supplemental materials.
3. **Timelines.**
 - a. Expiration of Grant. This Grant will expire on **December 13, 2025**. Request for reimbursement payment must be submitted by the Grantee to the Division thirty (30) days prior to the expiration date. Any request for an extension of this performance period must be submitted in writing to the Division. There shall be no obligation on the part of the Division and/or the Grantor to renew or extend the time period.
 - b. Close Out Documentation. At least thirty (30) days prior to the requested release of the grant reimbursement payment, the Grantee shall furnish and deliver, in the manner requested by the Division, all necessary documentation to close out the project, including but not limited to:
 - i. Municipal Park Improvement Payment Form.
 - ii. Post-Construction Engineering Certification by Municipal Engineer or Architect.
 - iii. Digital Photographs
4. **Funding.**
 - a. Application of Proceeds. Trust Fund payments shall only be used for the purposes described in the Grantee’s Application, Approved Project Description and Budget and/or as set forth in any Revised Project Description and/or Revised Budget approved by the Division; and shall not be used for any ineligible activities.
 - b. Matching Funds.
 - i. The Grantee is responsible for providing all matching funds as shown in the approved Project Budget or Revised Project Budget. Matching funds may consist of money by any person, municipality, state of New Jersey, or the federal government.

- ii. An applicant's matching share shall consist only of eligible cash raised or eligible cash expenses incurred by the applicant. No in-kind or donated services are eligible for reimbursement or match.
 - iii. It is also the Grantee's responsibility to provide all funds in excess of the Project Budget necessary for completion of the Approved Project.
 - iv. Prior to entering into a contract for the Approved Project, the grantee shall submit to the Trust Fund written evidence of matching funds in hand.
 - c. Reimbursements. All awards will be paid on a reimbursable basis only. The Grantee must have the necessary financial resources available to complete the total project before entering into a construction contract. Trust Fund payments will then reimburse the Grantee for eligible project costs. Reimbursement should not be expected for a minimum of six (6) weeks after the required documentation and invoice are submitted and approved by the Division and/or the County.
- All reimbursements will be made upon the furnishing of receipts and certification that the completed work has been paid for by the Grantee. Grant fund disbursement will be made on a periodic basis no more frequently than monthly.
- d. Rules and Regulations. The County's grant award is subject to the Trust Fund Municipal Park Improvement Program's Rules and Regulations, which are incorporated herein by reference.

5. Procedure for Payment.

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

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

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

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

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

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

6. Project Schedule & Documentation.

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

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

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

7. Change in Approved Project Elements.

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

8. Termination and Suspension.

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

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

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

9. Post Project Requirements and Long – Term Obligations.

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

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

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

10. Project Administration.

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

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

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

11. Financial Records and Auditing Requirements.

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

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

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

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

13. Breach, Default or Violation.

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

c. Enforcements, Filings, Etc.

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

14. Notices.

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

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

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

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

15. Representations. The Grantee represents that:

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

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

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

16. Miscellaneous.

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

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

17. **COUNTERPARTS AND ELECTRONIC DELIVERY AND SIGNATURES**

This Agreement and any amendments or addenda hereto, or any other document necessary for the consummation of the transaction(s) contemplated, administered or controlled by this Agreement (“Agreement Documents”), may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any Agreement Document, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all manner and respects as an original agreement or instrument, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The Parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transaction Act, N.J.S.A. 12A12-1, et seq. and any associated regulations. Any Agreement Document accepted, executed or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed, and all Parties hereby consent to the use of any third party electronic signature capture service providers as may be chosen by the County.

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

ACCEPTED AND AGREED:


(GRANTEE)

Amy Wilczynski
By:

Mayor
Title:

Linda Louise Ceruino
(Secretary to the Board/Governmental Clerk)

2/8/2024
Date

ATTEST: (Affix Seal)

COUNTERSIGNED:

County of Bergen

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

Date



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 1487-23

Agenda: 12/13/2023

Parks

Meeting Date: 12/13/2023

Purpose: Approve 2023 Open Space Trust Fund Grant Awards

Dollar Amount: \$11,510,624.00 NOT TO EXCEED

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

Contract No.: Various (See Attached)

Vendor No.: Various (See Attached)

Prepared By: JGK/as

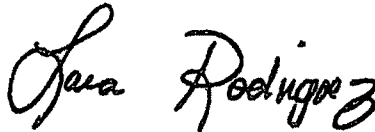
Sponsored by the Body as a Whole that this Resolution be passed. The motion passed by the following vote:

Yes: 6 - Chairman Sullivan, Vice Chairwoman Ortiz, Chair Pro Tempore Voss, County Commissioner Amoroso, County Commissioner Marte, and County Commissioner Silna Zur

Absent: 1 - County Commissioner Tanelli

I, Lara Rodriguez, Clerk, Board of County Commissioners, certify that this is a true copy of Resolution No. 1487-23, passed by the BOARD OF COUNTY COMMISSIONERS on 12/13/2023.

Attest:





COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 1487-23

Agenda: 12/13/2023

**BERGEN COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION**

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

WHEREAS, the Trust Fund Public Advisory Committee is charged with determining the annual list of projects to be recommended for funding and the amount of funding to be awarded for each project; and,

WHEREAS, the Trust Fund Public Advisory Committee has presented and recommended the attached projects to receive funding from the Trust Fund Program for the 2023 Funding Round; and,

WHEREAS, the County Treasurer has determined that the attached project awards in the amount of \$11,510,624.00 would be funded from the Trust Fund tax; and,

WHEREAS, the recommended project awards are for the project categories of open space acquisition, historic preservation improvements, and improvements to County and municipal park facilities as per the attached schedule; and,

WHEREAS, the Trust Fund Public Advisory Committee held the required public hearing on behalf of the Board of County Commissioners on October 24, 2023, for the aforesaid proposed funding allocations from the 2023 Trust Fund Program; and,

WHEREAS, the Board of County Commissioners, upon receiving the annual list and hearing the presentation of the Trust Fund Public Advisory Committee, reviews and approves the project list, including the associated funding.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves the project awards for the project categories of open space acquisition, floodplain protection, historic preservation improvements, and improvements to County and municipal park facilities as set forth in the attached schedule in the recommended amounts of funding to be disbursed, subject to the

appropriation of adequate funding.

BE IT FURTHER RESOLVED, that the County Executive or the County Administrator be and is hereby authorized to enter into a grant agreement contract with each award recipient and any additional necessary documents, in such form to be approved by the Office of County Counsel.

2023 TRUST FUND PROJECT GRANT FUNDING PRELIMINARY RECOMMENDATIONS

Vendor Code	Grant Recipient	Project Name	Recommendation	Contract No. / Budget Code
Open Space Acquisition Projects:				
3031	Village of Ridgefield Park	Ridgefield Park Nature Preserve	\$120,000	2300343
900223	Washington Township	450 Pascack Road Acquisition	\$550,000	2300344
Historic Preservation Projects:				
1254	Borough of East Rutherford	Richard Outwater House	\$30,000	2300345
N/A	Dept. Historic & Cultural Affairs	Campbell-Christie House	\$60,000	03-200-56-130-910-231
N/A	Dept. Historic & Cultural Affairs	Garretson Farm & Forge	\$400,000	03-200-56-130-910-232
N/A	Dept. Historic & Cultural Affairs	Camp Merritt Monument	\$331,000	03-200-56-130-910-233
2758	Borough of Park Ridge	Park Ridge Train Station	\$412,150	2300346
County Park Improvement Projects:				
N/A	County Parks Department	Carlton Hill Linear Park	\$4,000,000	03-200-56-130-910-234
Municipal Program Park Improvement Projects:				
6445	Allendale	Crestwood Park: Revitalize four tennis courts with new surfacing	\$89,780	2300347
520	Bergenfield	Veterans Memorial Park: Basketball and tennis court renovations	\$75,375	2300348
900238	Bogota	Olsen E. Park: Lighting, lightening detectors, baseball and softball dugouts	\$125,027	2300349
738	Carlstadt	Second Street Park: Benches, recycling receptacles, surfacing, and sidewalks	\$146,685	2300350
6449	Cliffside Park	Honor Park: Irrigation system, PA system, charging stations, herb garden	\$125,027	2300351
900606	Cresskill	Craford Park: Phase 2, sports field lighting and new playground	\$125,000	2300352
900236	Demarest	Wakelee Field: Turf infield of softball field, drainage improvements	\$146,730	2300353
900906	Edgewater	Edgewater Dog Park: Lighting, play features, benches, landscaping, fencing	\$125,027	2300354
900607	Elmwood Park	Borough Park: Archway, fountain, pavilion, amphitheater, and benches	\$197,153	2300355
903613	Emerson	Ackerman Park: Renovations of basketball courts	\$60,111	2300356
6450	Englewood	Herring Field: Turf field for baseball and football, fencing and goal posts	\$125,026	2300357
1373	Fair Lawn	Columbia Terrace Park: Amphitheater, covers, fencing, pathway lighting	\$150,000	2300358
1340	Fairview	Columbus Park: Pavilion with sound system and lighting, sidewalk paving	\$120,000	2300359
1448	Fort Lee	Coytesville Park: Basketball, tennis, and pickleball courts, fencing, hoops	\$125,026	2300360
6585	Franklin Lakes	Vichiconti Way Ballfields: Bleachers, batting cage installation, dugouts	\$89,780	2300361
1511	Garfield	Spring Street Park/Baseball field turfing, dugout and benches, bleachers	\$197,153	2300362
900232	Glen Rock	Wilde Memorial Park: Hockey rink with new floor surfacing and boards	\$75,000	2300363
900609	Hasbrouck Heights	Woodland Park: Basketball courts, pickleball court striping, netting, fencing	\$121,100	2300364
8381	Haworth	Memorial Field: Dugouts, bocce courts, basketball court and fencing repairs	\$100,000	2300365
900737	Leonia	Dudley Allen Park: Phase 1, installation of pickleball courts	\$95,000	2300366
903610	Lodi	Garibaldi Park: Playground equipment, ADA ramp, barriers to contain mulch	\$121,142	2300367
2138	Lyndhurst	Townhall Park: Basketball court Phase 2; lighting, pathways, railings, fencing	\$140,000	2300368
901976	Mahwah	Darlington Avenue Recreation Facility: Pickleball, roller hockey, basketball	\$89,780	2300369
2248	Maywood	Maywood Memorial Park: Lighting equipment, poles, fixtures, electrical	\$197,153	2300370
900227	Midland Park	Woodside Ave Park: Additional parking for 28 spots and 2 handicap spots	\$89,780	2300371
2398	Montvale	Memorial Park: New synthetic turf field including drainage, new fencing	\$60,111	2300372
2584	New Milford	LaBarbera Field: Replacement of light fixtures with energy efficient ones	\$33,000	2300373
2610	North Arlington	Macaluso Park: Safety surface, picnic tables, phone charging station, benches	\$46,587	2300374
2638	Northvale	Hogan Park: Remove and replace fencing at baseball and softball field	\$80,000	2300375
6446	Norwood	Kennedy Field: ADA accessible playground	\$146,730	2300376
6447	Oakland	Oakland Recreation Complex: Baseball and softball fields, irrigation system	\$89,780	2300377
900611	Old Tappan	Old Tappan Golf Course: Installing drainage piping, renovations of bunkers	\$60,111	2300378
900612	Oradell	Memorial Field, Hoffman Field, Parcels Athletic Complex: Netting and poles	\$60,111	2300379
2758	Park Ridge	Sulak Field: Lighting system installation with underground electric poles	\$60,111	2300380
6448	Ramsey	Finch Park: Lighting upgrades, basketball and pickleball courts and fields	\$89,780	2300381
3030	Ridgefield	Veteran's Memorial Park: Passive area, pavilions, benches, tables, chess tables	\$125,026	2300382
3031	Ridgefield Park	Hunter Park: Resurfacing for tennis and basketball courts, new fencing	\$125,026	2300383
900614	River Edge	Memorial Park: Phase 1 Replacement of walking paths and playground	\$131,780	2300384
3049	River Vale	Upper Grove (Library) Park: New patio, outside stage and seating area	\$60,111	2300385
3068	Rochelle Park	Carlock Field: Bocce court, volleyball court, pavilion, sidewalks, spray misters	\$197,153	2300386
6451	Rutherford	Memorial Field: Softball field with artificial turf, lighting, dugouts, scoreboard	\$146,685	2300387
900615	Saddle Brook	Kern Park: Playground replacement, resurfacing, curb and sidewalk, benches	\$138,808	2300388
903608	Saddle River	Rindlaub Park: Phase 2, extension and expansion of multi-purpose path	\$89,780	2300389
3525	Teaneck	Phelps Park: Two new backstops at existing softball fields	\$146,731	2300390
3484	Tenafly	Roosevelt Common: Turf at existing soccer cage, striping for play areas, signs	\$146,731	2300391
900224	Upper Saddle River	One Lake Street Park: Bleachers, scoreboards, fields with walkway, pickleball	\$89,780	2300392
900616	Waldwick	Borough Park: ADA accessible playground, fencing, pavers, benches	\$89,780	2300393
900223	Washington Township	Former Washington Recreation Club: Phase 1, engineering, surveying, testing	\$60,111	2300394
3808	Westwood	Westvale Park: Pump Track circuit for mountain and BMX bicycles	\$60,111	2300395
3865	Wood-Ridge	Wood-Ridge Square Park: New passive park, benches, lamps, landscaping	\$146,685	2300396
3879	Wyckoff	Memorial Field Athletic Complex: Lighting improvements and walking path	\$75,000	2300397

ATTACHMENT B

SOURCES OF PROJECT FUNDING

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

<u>Source</u>	<u>Amount</u>
2023 Bergen County Open Space Trust Fund Grant:	_____
_____ Municipal Open Space Trust Fund	\$ _____
✓ _____ Municipal Budget	\$ <u>89,780</u>
_____ Green Acres Grant	\$ _____
_____ Green Acres Loan	\$ _____
_____ Federal Funds (CDBG)	\$ _____
_____ Donations/Contributions	\$ _____
_____ Other (specify) _____	\$ _____
Total Sources of Project Funding:	\$ <u>89,780</u>

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

PROJECT SCHEDULE

(Insert appropriate dates)

- | | |
|---|--------------------------|
| 1. Grant Approval as per Attachment A | <u>December 13, 2023</u> |
| 2. Complete Plans, Specifications and Bid Documents | _____ |
| 3. Apply for/obtain Permits (if necessary) | _____ |
| 4. Advertise for Bids/Quotes | _____ |
| 5. Award Construction/Purchase Contracts | _____ |
| 6. Begin Construction/Procurement | _____ |
| 7. Complete Construction | _____ |
| 8. Submit for Reimbursement Payment to the County | _____ |
| 9. Project Contract Closure Date | <u>December 13, 2025</u> |

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

DATE: 02/08/2024

RESOLUTION# 24-75

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

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

**A RESOLUTION DESIGNATING JOHN GIL, DIRECTOR OF COMMUNICATIONS, AS
ACTING MUNICIPAL CLERK DURING THE ABSENCE OF THE MUNICIPAL CLERK ON
APRIL 25, 2024**

WHEREAS, the Municipal Clerk is temporarily absent from the Mayor and Council Meeting of the Borough of Allendale which is being held on April 25, 2024; and,

WHEREAS, pursuant to N.J.S.A. 40A:9-157 the Governing Body may designate some person to act in the place of such officer during this temporary absence.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Borough of Allendale hereby designates John Gil to act in the place of the Municipal Clerk during this temporary absence.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 08, 2024.

Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 02/08/2024

RESOLUTION# 24-76

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

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

**AUTHORIZE 50 PERCENT DISCOUNT ON RED BARN APPLICATION FEES FOR 2024 –
FORMER AND CURRENT ELECTED OFFICIALS**

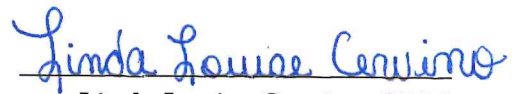
WHEREAS, the Borough of Allendale, from time to time, permits use of public facilities, including Red Barn; and

WHEREAS, the Borough of Allendale recognizes the significant contributions that these elected officials make to the community at large; and

WHEREAS, the Borough wishes to offer a 50 percent discount on the application fees associated with the use of Red Barn for former and current elected officials.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body that it does hereby agree to authorize a 50 percent discount on the application fees associated with the use of Red Barn for former and current elected officials.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 08, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 02/08/2024

RESOLUTION# 24-77

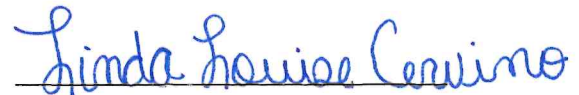
Council	Motion	Second	Yes	No	Abstain	Absent
Daloisio						✓
Homan						✓
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino	✓		✓			
Mayor Wilczynski	-----	-----				

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

**APPROVAL OF 2024 CRESTWOOD LAKE FAMILY MEMBERSHIP DONATION –
VALLEY HOSPITAL AUXILIARY**

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 08, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 02/08/2024

RESOLUTION# 24-78

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

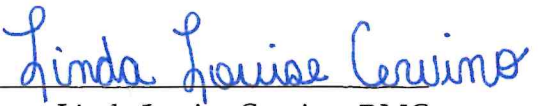
☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

**AUTHORIZATION OF REFUNDS FOR 2022 AND 2023 TAX OVERPAYMENTS –
STATE BOARD JUDGMENTS**

BE IT RESOLVED by the Council of the Borough of Allendale that the Tax Collector is hereby authorized to issue the following overpayment check due to State Board Judgment for the tax years 2022 and 2023.

Block/Lot	Name	Property Location	Amount
1206/15	Jennifer R Jacobus, Trustee for Mirante, Alexander A. & Lisa 201 Littleton Road, Suite 100 Morris Plains, NJ 07950	28 Linda Drive	\$2,238.00
2203/10	Jennifer R Jacobus, Trustee for Elman, Stephen & Amy 201 Littleton Road, Suite 100 Morris Plains, NJ 07950	45 Cambridge Drive	\$1,627.86

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 08, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 02/08/2024

RESOLUTION# 24-79

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

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

**HAAS CONSTRUCTION MANAGEMENT TO PROVIDE SERVICES FOR THE
RENOVATION OF THE BOROUGH OF ALLENDALE - BOROUGH HALL KITCHEN**

WHEREAS, the Borough of Allendale has a need to acquire renovation services for the Borough of Allendale, Borough Hall Kitchen, located at 500 West Crescent Avenue, Allendale, New Jersey; and

WHEREAS, HAAS Construction submitted a quote in the amount of \$31,130.08; and

WHEREAS, HAAS Construction Management, is a firm duly qualified and available to perform said services; and

WHEREAS, the Chief Financial Officer has attached hereto a certification that adequate funds are duly budgeted and appropriated to pay for the services.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body that a contract for the above-referenced project be awarded based on the lowest quote obtained, attached hereto and incorporated herein by reference, to HAAS Construction Management, 51 Cannonball Road, Pompton Lakes, New Jersey 07442, in accordance with their proposal dated December 14, 2023, in the amount of \$31,130.08.

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 08, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 02/08/2024

RESOLUTION# 24-80

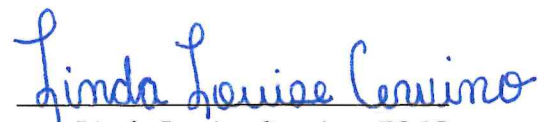
Council	Motion	Second	Yes	No	Abstain	Absent
Daloisio						✓
Homan						✓
Lovisollo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino	✓		✓			
Mayor Wilczynski	-----	-----				

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

APPOINTMENT OF A RECYCLING COORDINATOR – KERRI NIOSI

BE IT RESOLVED by the Governing Body that Kerri Niosi is hereby appointed as the Recycling Coordinator from January 1, 2024 through 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 February 08, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 02/08/2024

RESOLUTION# 24-81

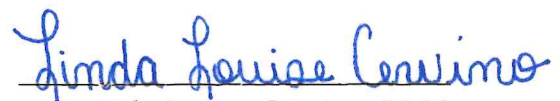
Council	Motion	Second	Yes	No	Abstain	Absent
Daloisio						✓
Homan						✓
Lovisolo			✓			
O'Connell			✓			
O'Toole		✓	✓			
Yaccarino	✓		✓			
Mayor Wilczynski	-----	-----				

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

**APPROVAL OF 2024 CRESTWOOD LAKE FAMILY MEMBERSHIP DONATION -
ALLENDALE FOUNDATION FOR EDUCATIONAL EXCELLENCE**

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 08, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 02/08/2024

RESOLUTION# 24-82

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

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

**AUTHORIZATION TO RELEASE OF ESCROW FUNDS – PERFORMANCE GUARANTEE–
INTEGRITY AT MONTROSE, LLC, RE: 29 MONTROSE TERRACE, BLOCK 406, LOT 16**

WHEREAS, the applicant, Integrity at Montrose, LLC, with an address of 41 Dundee Ct., Mahwah, NJ, Contractor for 29 Montrose Terrace ,Block 406, Lot 16 in the Borough of Allendale, County of Bergen, State of New Jersey has requested an escrow release; and

WHEREAS, the Chief Financial Officer of the Borough of Allendale reports the following account was posted with the Borough for this application:

Performance Guarantee	\$5,472.00
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WHEREAS, the Borough Engineer has reviewed the project file and on August 14, 2023 indicated that the project is complete; and

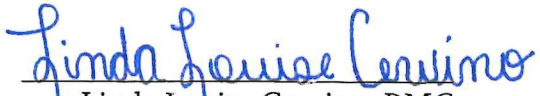
WHEREAS, all final invoices have been processed; and

WHEREAS, the Borough Engineer has no objection to releasing the Performance Guarantee as requested by the applicant; and

WHEREAS, the Governing Body has reviewed the memo, a copy of which is attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body that the Performance Guarantee in the amount of \$5,477.58 (includes interest) be released to Integrity at Montrose, LLC, at this time.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 08, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 02/08/2024

RESOLUTION# 24-83

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

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent
Agenda

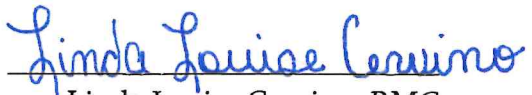
AUTHORIZATION OF 2023 BUDGET TRANSFERS

WHEREAS, Budget Transfers are permitted during the last two months of the current year and the first three months of the following year;

NOW THEREFORE, BE IT RESOLVED, BY THE Mayor & Council of the Borough of Allendale that the following transfers be made between the following 2023 Budget Reserve Appropriations:

DEPARTMENT	ACCOUNT	FROM	TO
CURRENT FUND			
Contingent	3-01-35-470-230	5,100	
Animal Control	3-01-27-240-029		100
Municipal Court O/E	3-01-42-490-099		5,000
Total Transfers		5,100	5,100

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 08, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 02/08/2024

RESOLUTION# 24-84

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

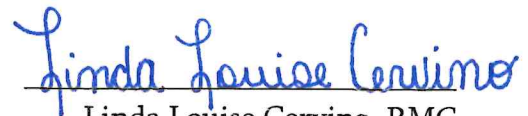
☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

APPROVAL OF FEBRUARY 8, 2024 LIST OF BILLS

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approves the Bill List dated February 8, 2024 in the amounts of:

Bill List Numbers	February 8, 2024
Current Fund	\$ 3,268,689.63
Payroll Account	199,544.67
General Capital	18,476.48
Animal Fund	162.00
Grant Fund	
COAH/Housing Trust	
Improvement & Beautification	
Unemployment Fund	
Trust Fund	6,421.09
Water Operating	
Water Capital	
<hr/>	
Total	\$ 3,493,293.87

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 8, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 02/08/2024

RESOLUTION# 24-85

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

☒ Carried
☐ Defeated
☐ Tabled
☐ Approved on Consent Agenda

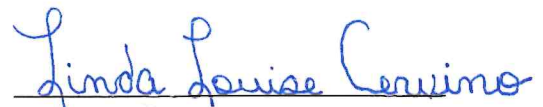
AUTHORIZATION TO ENTER INTO CLOSED EXECUTIVE SESSION

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

- A. RES 24-85/Authorize Closed Session
1. Governing Body - Review 2024 goals and strategy plan.
 2. Contractual Matters and Prospective Litigation.

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on February 08, 2024.


Linda Louise Cervino, RMC
Municipal Clerk