DATE: 09/21/2023

RESOLUTION# 23-209

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan		✓	✓				
Lovisolo			✓				⊠ Carried
O'Connell						✓	☐ Defeated
O'Toole	✓		✓				□ Tabled
Yaccarino			✓				$\square$ Approved on Consent
Daloisio			✓				Agenda
Mayor							
Wilczynski							

### A RESOLUTION PROMOTING PATROL OFFICER DANIEL ROSENDAHL TO THE POSITION OF SERGEANT IN THE BOROUGH OF ALLENDALE POLICE DEPARTMENT

WHEREAS, a promotional process was conducted in accordance with the Code of the Borough of Allendale for eligible officers seeking promotion to said position; and

WHEREAS, Daniel Rosendahl was hired as an Allendale Police Officer on July 16, 2012; and

**BE IT RESOLVED** by the Governing Body of the Borough of Allendale, County of Bergen, State of New Jersey that it does hereby appoint Daniel Rosendahl as a Sergeant of the Allendale Police Department effective September 21, 2023 at an annual salary of \$147,668.00, plus two percent longevity; and

**BE IT FURTHER RESOLVED** that the Acting Municipal Clerk, CFO and Borough Attorney are hereby authorized to take such action as to implement this Resolution.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>September 21, 2023</u>.

DATE: 09/21/2023

RESOLUTION# 23-210

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

### A RESOLUTION PROMOTING PATROL OFFICER KEVIN AZEVEDO TO THE POSITION OF SERGEANT IN THE BOROUGH OF ALLENDALE POLICE DEPARTMENT

WHEREAS, a promotional process was conducted in accordance with the Code of the Borough of Allendale for eligible officers seeking promotion to said position; and

WHEREAS, Kevin Azevedo was hired as an Allendale Police Officer on January 18, 2013; and

**BE IT RESOLVED** by the Governing Body of the Borough of Allendale, County of Bergen, State of New Jersey that it does hereby appoint Kevin Azevedo as a Sergeant of the Allendale Police Department effective September 21, 2023 at an annual salary of \$147,668.00, plus two percent longevity; and

**BE IT FURTHER RESOLVED** that the Acting Municipal Clerk, CFO and Borough Attorney are hereby authorized to take such action as to implement this Resolution.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>September 21, 2023</u>.

DATE: 09/21/2023

RESOLUTION# 23-211

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

### A RESOLUTION PROMOTING PATROL OFFICER JAMIE HILLGARDNER TO THE POSITION OF SERGEANT IN THE BOROUGH OF ALLENDALE POLICE DEPARTMENT

WHEREAS, a promotional process was conducted in accordance with the Code of the Borough of Allendale for eligible officers seeking promotion to said position; and

WHEREAS, Jamie Hillgardner was hired as an Allendale Police Officer on January 18, 2013; and

**BE IT RESOLVED** by the Governing Body of the Borough of Allendale, County of Bergen, State of New Jersey that it does hereby appoint Jamie Hillgardner as a Sergeant of the Allendale Police Department effective September 21, 2023 at an annual salary of \$147,668.00 plus two percent longevity; and

**BE IT FURTHER RESOLVED** that the Acting Municipal Clerk, CFO and Borough Attorney are hereby authorized to take such action as to implement this Resolution.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>September 21, 2023</u>.

DATE: 09/21/2023

RESOLUTION# 23-212

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

### A RESOLUTION PROMOTING PATROL OFFICER ALEXANDER HELMER TO THE POSITION OF SERGEANT IN THE BOROUGH OF ALLENDALE POLICE DEPARTMENT

WHEREAS, a promotional process was conducted in accordance with the Code of the Borough of Allendale for eligible officers seeking promotion to said position; and

WHEREAS, Alexander Helmer was hired as an Allendale Police Officer on July 22, 2016; and

**BE IT RESOLVED** by the Governing Body of the Borough of Allendale, County of Bergen, State of New Jersey that it does hereby appoint Alexander Helmer as a Sergeant of the Allendale Police Department effective September 21, 2023 at an annual salary of \$147,668.00; and

**BE IT FURTHER RESOLVED** that the Acting Municipal Clerk, CFO and Borough Attorney are hereby authorized to take such action as to implement this Resolution.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>September 21, 2023</u>.

DATE: 09/21/2023

RESOLUTION# 23-213

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

APPROVAL OF PAYMENT NO. 4 AND FINAL FOR NJ MA-20 & MA-21 WEST ALLENDALE STREETSCAPE PROJECT PHASE III & IV - A.A. BERMS LLC, PO BOX 180, BELLEVILLE, NEW JERSEY 07109

BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, Bergen County, New Jersey that the contract for the NJ MA-20 & MA-21 West Allendale Streetscape Project - Phase III & IV is currently in construction by A.A. Berms LLC, PO Box 180, Belleville, New Jersey 07109 in accordance with the Plans and Specifications, as directed by the Project Engineer. The said construction is hereby accepted for Payment No. 4 & Final in the amount of Thirty-Four Thousand Nine Hundred Seventy-Six dollars and Eighty Cents (\$34,976.80) is hereby approved.

This Resolution to take effect immediately.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>September 21, 2023</u>.



VIA: USPS MAIL & EMAIL

August 29, 2023

Ron Kistner, Borough Administrator Municipal Building/Civic Center Borough of Allendale 500 West Crescent Avenue Allendale, New Jersey 07401

Re: Payment Package #4 Final

NJ MA-20 & MA-21 West Allendale Streetscape Project - Phase III & IV

Borough of Allendale, Bergen County, New Jersey

Neglia File No.: ALLEMUN21.010

Dear Mr. Kistner:

Accordingly, enclosed please find the following information with regard to the above reference project, which reflects the work performed to date on West Allendale Avenue.

- Borough of Allendale Payment Voucher No. 4 & Final in the amount of Thirty-Four Thousand Nine Hundred Seventy-Six Hundred and Eighty Cents (\$34,976.80).
- Borough of Allendale Engineering Certificate and Payment Resolution No. 4 & Final in the amount of Thirty-Four Thousand Nine Hundred Seventy-Six Hundred and Eighty Cents (\$34,976.80).
- Change Order #2 & Final and Change Order Resolution #2 & Final in the amount of Two Thousand Five Hundred Seven Dollars and Forty-One Cents (\$2,507.41) representing a .64% increase in the contract.
- Maintenance Bond.
- Certified Payrolls.

For future closeout requirements, please forward a copy of the executed voucher, the bill's list, and proof of payment. We trust you will find the above in order. Should you have any questions or require additional information, please do not hesitate to contact the undersigned.

Very truly yours, The Neglia Group

David Juzmeski, P.E., P.P. For the Borough of Allendale Borough of Allendale

cc: Mayor and Council, (via Borough Administrator)
Alissa Mayer, Borough CFO (via email w/ attachments)
Jason Menzella, Neglia (via email w/ attachments)
A.A. Berms LLC (via USPS mail w/ attachments)

# THE NEGLIA GROUP ENGINEER'S CERTIFICATE N° 4 & FINAL

 SHEET:
 1 of 2

 DATE:
 August 23, 2023

 NEGLIA FILE:
 ALLEMUN21.010

Borough of Allendale
NJ MA-20 & MA-21 West Allendale Streetscape Project - Phase III & IV
A.N. Berns LLC
PO Box 180
Bellville, New Jersey 07109 MUNICIPALITY: PROJECT: CONTRACTOR:

	BASE BID A													
NO.	DESCRIPTION	TIND	CONTRACT	EXTRA OR SUPPL.	REDUCTION	PREVIOUS ESTIMATE(S)	QTY. THIS ESTIMATE	QUANTITY TO DATE	UNIT	AMOUNT THIS EST.	AMOUNT	AMOUNT		AMOUNT TO DATE
_	Mobilization	ST	1.00			8:		1.00	\$8,000.00	S	5	8	S	8 000.00
2	Clearing Site	ST	1.00			1.00		1.00	\$4,000,00	\$		S	s	4,000,00
က	Breakaway Barricades	TINO	5.00		5.00				\$0.01		S	\$ 0.05	S	,
4		UNIT	5.00		5.00				\$0.01		69	\$ 0.05	cs.	,
2		UNIT	5.00		2.00				\$0.01	·		\$ 0.05	s	Ţ.
ဖ		SF	25.00		17.00	8.00		8.00	\$0.01	69	\$	\$ 0.17	s	0.08
7	Traffic Director, Flagger	Hours	80.00	102.07		137.02	45.05	182.07	\$78.03 \$	\$ 3,515.29	\$ 7.964.42	S	s	14,206,82
80	1	H.	40.00		15,30	24.70		24.70	\$60.00	,	\$	\$ 918.00	S	1,482.00
თ		T.	350.00	3.00		353.00		353.00	\$32.00	· ·	\$ 96.00	49	es.	11,296.00
9	Copthorne Pavers (or Equal)	SΥ	440.00	139.00		579.00		579.00	\$135.00	- 9	\$ 18,765.00	5	s	78,165,00
11		λS	4.00	1.00		5.00		5.00	\$200,00	s	\$ 200,00	s	s	1,000.00
12	Concrete Sidewalk, Reinforced, 6" Thick	SY	00'09			00.09		90.09	\$100.00	,	2	S	s	6.000.00
13	j	LIND	3.00		3.00				\$0.01			\$ 0.03	S	,
14	_	LIND	2.00		2.00				\$0.01	s	\$	\$ 0.02	S	
12		UNIT	6.00				6.00	6.00	\$400.00	\$ 2,400.00		, s	s	2,400.00
16		UNIT	5.00			5.00		5.00	\$11,650.00		- \$	5	s	58,250.00
1,		UNIT	3.00				3.00	3.00	\$1,500.00	\$ 4,500.00	- '	· \$	s	4,500.00
18	Traffic Marking Lines, 24"	Ŧ	65.00		65.00				\$17.00	, s		\$ 1,105.00	s	,
19		SY	5.00				5.00	5.00	\$10.00	\$ 50.00	. ·	9	S	50.00
20		SY	5.00				5.00	5.00	\$10.00	\$ 50,00	s	· ·	s	50.00
21		λS	5.00				5.00	9.00	\$10.00	\$ 50.00		, sp	s	50.00
22	_	rs	1,00			0.50	0.50	1.00	\$4,000.00	\$ 2,000.00	,	- 8	s	4,000.00
23		Allow	1.00	0.54	1.00		0.54	0.54	\$10,000,00	\$ 5,389.00	\$ 5,389,00	\$ 10,000,00	S	5,389.00
S1		LINN		2.00		2.00		2.00	\$1,150.00	- \$	\$ 2,300.00	s	s	2,300.00
S2	_	LF		108.00		108.00		108.00	\$80.00	, s	\$ 8,640,00	S	s	8,640.00
S3	Junction Box	UNIT		5.00		5.00		5.00	\$950.00		\$ 4,750,00	, ss	s	4,750.00
S	Curb Piece	UNIT		2.00		2.00		2.00	\$400.00	·	\$ 800.00	ا دی	s	800.00
SS	Snake & Unclogg Tuscano Pizzeria Sanitary Sewer	LS		1.00		1.00		1.00	\$2,685,00		\$ 2.685.00	ss s	63	2.685.00
							TOTAL	TOTAL BASE BID A (Item #1 - #23)	em #1 - #23)	17,954.29	\$ 51,589.42	\$ 12,023.37	s	218,013.90

### ENGINEER'S CERTIFICATE Nº 4 & FINAL THE NEGLIA GROUP

SHEET: 2 of 2
DATE: August 23, 2023
NEGLIA FILE: ALLEMUN21.010

Borough of Allendale
NJ MA-20 & MA-21 West Allendale Streetscape Project - Phase III & IV
A.A. Berns LLC
PO Box 180
Bellville, New Jersey 07109 MUNICIPALITY: PROJECT: CONTRACTOR:

BASE BID B

ITEM	WOLTGIGOSSIG	TIMIT	CONTRACT	Œ	MOLECTION	PREVIOUS	QTY. THIS	QUANTITY	TINO	AMOUNT	AMOUNT	AMOUNT	AMC	AMOUNT
Š			QUANTITY	SUPPL.	NEDOCI ION	ESTIMATE(S)	ESTIMATE	TO DATE	PRICE	THIS EST.	EXTRA	REDUCTION		TO DATE
	Mobilization	LS.	1.00			1.00		1.00	\$10,000.00			69	6	10 000 01
2		ST	1.00			1.00		1.00	\$5,000,00				69	5 000 00
6	- 1	TINO	5.00			5.00		5.00	\$0.01				69	0.05
4	Drum	FIND	5.00		5.00				\$0.01		S	\$ 0.05	63	
2	T	LIND	5.00			5.00		5.00	\$0.01				65	0.05
9	T	SF	25.00		25.00				\$0.01			\$ 0.25	69	
	- 1	Hours	80.00			80.00		80.00	\$78.03		S		es	6.242.40
8	Inlet Filter, Type 1	SF	25.00			25.00		25.00	\$0.01			5	69	0.25
თ		F	30.00		20.50	9.50		9.50	\$60.00		5	\$ 1230.00	S	570.00
위	- 1	LF	470.00		39.00	409.00	22.00	431.00		\$ 704.00		1	S	13 792 00
	Т	λS	480.00	3.00		483.00		483.00	\$135,00		\$ 405.00		S	65,205.00
12		SY	3.00			3.00		3.00	\$200.00			9	S	600.00
13	- 1	SY	45.00		7.40	37.60		37.60	\$100.00		69	\$ 740.00	65	3 760 00
14	- 1	LIND	1.00		1.00				\$50.00				65	
15	-1	TINO	8.00		8.00				\$0.01				65	1
19	т	LINS	13.00		13.00				\$0.01					-
1	Т	LNS	8.00			7.00	1.00	8.00	\$400.00	\$ 400.00			69	3,200,00
9	┪	TIND	7.00			7.00		7.00	\$11,300.00			69	2	79,100,00
13	т	LIND	4.00				4.00	4.00	\$1,500,00	00'000'9	4	69	69	6,000.00
2	т	<u>ٿ</u>	65.00		65.00							\$ 1,105.00	89	
21		SY	5.00				5.00	9.00	\$10,00	\$ 50.00	-		S	50.00
22	_	SY	5.00				5.00	5.00		\$ 50.00	-		60	50.00
23		SY	5.00				5.00	5.00	\$10.00	\$ 50.00			es	50.00
24		rs	1.00			0.50	0.50	1.00	\$4,000.00	\$ 2,000.00	. 8		s	4.000.00
25	Contract Allowance for Unforeseen Conditions	Allow	1.00		1.00				\$10,000.00			\$ 10,000,00	65	
								TOTAL	TOTAL BASE BID B	\$ 9,254.00	\$ 405.00	\$ 14,373.51	\$ 19	197,619.75
									TOTAL	5 27,208,29	\$ 51,994,42	51,994,42   \$ 26,396,88	\$ 41	415,633.65
									!			-	STATE	The same of the sa

CONTRACT PRICE: EXTRA & SUPPLEMENTAL: TOTAL: REDUCTIONS: ADJUSTED AMOUNT:

CONTRACTOR:

APPROVED:

ENGINEER

\$390,036.11 \$51,994.42 \$442,030.53 \$26,396.88 \$415,633.65

TOTAL AMOUNT TO DATE:

LESS 2%:
BALANCE:
LESS PREVIOUS PAYMENT(S):
AMOUNT DUE:

\$415,633.65 \$380,656.85 \$34,976.80

\$415,633.65

Juan Alvarado - AA Berms LLC

Threads of the Control certifies that (1) all previous progress payments received from OWNER on account of work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR Incurred in connection with Work covered by Prior Payment Estimates: and Estimates and equipment incorporated in said Work or otherwise listed in or covered by this Payment Estimates will past to OWNER at the of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER)

INea-file01IWDOX\$IMUNIALLEVALLEMUN21010ICERT\00397657.XLS

DEPARTMENT	DATE
Engineering	8/23/2023
VENDOR NUM	MBER

### Borough of Allendale Municipal Building / Civic Center 500 West Crescent Ave Allendale, NJ 07401

### TAX ID#

	PURCHASE ORDER NUMBER
Nº	4 & Final
The above o	rder number must appear on all
invoices, pa	ckages and correspondence.
	YOUR INVOICE NUMBER

In connection with P.L. 2004, c.57, no purchase order or payment can be made to a vendor who does not have a Business aRegistration Certificate on file with the Borough.

ALLEMUN21.010

V		5
E	A.A. Berms LLC	H
N	PO Box 180	ı
D	Bellville, New Jersey 07109	P
0	•	
R		Т
		o

QUANITY	UNIT	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
1		For the labor, material and equipment in accordance with the Engineer's Certificate #4 for the project entitled:		\$ 34,976.80
		NJ MA-20 & MA-21 West Allendale Streetscape Project - Phase III & IV		

### **CLAIMANT'S CERTIFICATION AND DECLARATION**

I DO SOLEMNLY DECLARE AND CERTIFY UNDER THE PENALTIES OF THE LAW THAT THE WITHIN BILL IS CORRECT IN ALL ITS PARTICULARS; THAT THE ARTICLES HAVE BEEN FURNISHED OR SERVICES RENDERED AS STATED THEREIN; THAT NO BONUS HAS BEEN GIVEN OR RECEIVED BY ANY PERSON OR PERSONS WITHIN THE KNOWLEDGE OF THIS CLAIMANT IN CONNECTION WITH THE ABOVE CLAIM; THAT THE AMOUNT THEREIN STATED IS JUSTLY DUE AND OWING; AND THAT THE AMOUNT CHARGED IS A REASONABLE ONE.

VENDOR SIGN HERE AND RETURN FOR PAYMENT

OWNER , 8/23/2023

SPACE BELOW TO BE FILLED OUT BY MUNICIPAL OFFICALS **DEPARTMENT CERTIFICATION** APPROVED AND ORDERED PAID APPROPRIATION CHARGED AMOUNT **FINANCE - COMMITTEE** hereby certify from personal knowledge that he goods and services charged for in the FINANCE CHAIR CHAIR/DEPARTMENT HEAD PAYMENT RECORD Prices Herein Quoted Are Correct With Contract -Bid -Requisition -Standard -Price In Order Named And This Bill Is Approved: Check No. Date DEPARTMENT LIASION

### NEW JERSEY DEPARTMENT OF TRANSPORTATION STATE AID PROJECTS

### CHANGE ORDER NUMBER - 2 FINAL

Division of Local Aid and Economic Development

Project Municipality County	NJ MA-20 MA-21 WEST ALLENDALE STREETSCAR Borough of Allendale Bergen	PE PROJECT - PHASES III &		LIA Project #: ALI Date: 8/2	EMUN2 3/2023	1.010
	A.A. Berms LLC, PO Box 180, Bellville, NJ 07109					
	e with the project Supplementary Specification, th I Reason for Change	e following are changes in (Attach additional she				
Sunnlements	al - Additional work areas to be improved					
Extra - Addit	tional Work Based on Site Conditions & Per Walkth Reduction of Unused Quantities	nrough with Administrator				
em No. BASE BID A	Description	Quantity(+/-)	<u>Unit</u>	Price		Amoun
Extra_						
7	Traffic Director, Flagger	45.05	UNIT	\$78.03	\$	3,515
23	Contract Allowance for Unforseen Conditions	0.54	ALLOW	\$10,000.00 ra Base Bid A	\$	5,389 <b>8,904</b>
			TOTAL EXT	ra base blu A	-	0,504
BASE BID A						
duction						
3	Breakaway Barricades	5.00	UNIT	\$0.01	\$	(
4	Drum	5,00	UNIT	\$0.01	\$	(
5 6	Traffic Cone Construction Signs	5.00 17.00	UNIT SF	\$0.01 \$0.01	\$ \$	(
8	9" x 18" Concrete Vertical Curb	15.30	LF	\$60.00	\$	918
13	Reset Water Valve Box	3,00	UNIT	\$0.01	\$	(
14	Reset Gas Valve Box	2.00	UNIT	\$0.01	\$	(
18	Traffic Marking Lines, 24"	65.00	LF	\$17.00	\$	1,10
			Total Reduction	on Base Bid A	\$	2,023
BASE BID B						
duction 4	Drum	5.00	UNIT	60.04	\$	,
6	Construction Signs	25.00	SF	\$0.01 \$0.01	\$	(
9	9" x 18" Concrete Vertical Curb	20.50	LF	\$60.00	\$	1,230
10	Belgian Block Curb	39.00	LF	\$32.00	\$	1,248
13	Concrete Sidewalk, Reinforced, 6" Thick	7.40	SY	\$100.00	\$	740
14	Reset Existing Casting	1.00	UNIT	\$50.00	\$	50
15	Reset Water Valve Box	8.00	UNIT	\$0.01	\$	(
16 20	Reset Gas Valve Box	13.00	UNIT	\$0.01	\$	1 10
20	Traffic Marking Lines, 24"	65,00	LF	\$17.00	\$	1,10
			Total Reduction	on Base Bid B	\$	4,37
Amou	nt of Original Contract	\$ 390,036.11		Extra	\$	8,904
			;	Supplemental	\$	
				Reduction	\$	6,39 2,50
				Total Change	-	2,50
	ted Amount Based on Change #1 & #2 Final	\$ 415,633.65				
Chan	ge in Contract	\$ 2,507.41 0.6	4% Increase	this C.O.		
	ge in Contract	6 05 507 54	6% Increase	to date		
((+) In	crease or (-) Decrease]					
	<u> </u>					
1		F-7227	A			
	(Engineer)	(Date)	Approved:	(District (Division of	•	
		- 1 -		Economic	Develo	pment
(9)	In Kuth	9/7/23				
	(Presiding Officer)	(Date)				
	(Presiding Officer)	(Date)				

(Contractor)

8/23/2023 (Date)

### COLONIAL SURETY COMPANY

- Inc. 1930 -

123 Tice Boulevard Woodcliff Lake, NJ 07677 201-573-8788

BOND NUMBER: CSC-228139M

### MAINTENANCE BOND

### KNOW ALL PERSONS BY THESE PRESENTS:

### That AA Berms LLC, Belleville, NJ

as Principal, and COLONIAL SURETY COMPANY, as Surety, are held and firmly bound unto

### Borough of Allendale, Allendale, NJ 07401

as Obligee, in the full and just sum in the amount of

### Sixty Two Thousand Three Hundred Forty Nine Dollars And Fifty Four Cents Dollars (\$62,349.54),

lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract dated <u>February 17th, 2022</u> with the Obligee for

### NJDOT MA20 & MA21 West Allendale Avenue Streetscape Project Phases III & IV

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of 2 Years after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the aforesaid period, then this obligation shall be void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of August, 2023.

(Witness)

AA Berms LLC

By (Seal)

Kerlin Elvit (Principal) Juan A hunado

COLONIAL SURETY COMPANY

By (Seal)

Attorney-in-Fact

Wayne Nunziata

### **COLONIAL SURETY COMPANY**

Duncannon, Pennsylvania
Administrative Office: 123 Tice Blvd., Suite 250, Woodcliff Lake, New Jersey 07677

### **GENERAL POWER OF ATTORNEY**

Know all Men by These Presents, That COLONIAL SURETY COMP, of the Commonwealth of Pennsylvania and having an administrative office i make, constitute and appoint	n Woodcliff Lake, Bergen County, NJ does by these presents
Wayne Nunziata or Michael Bonfan and the State of New Jersey its true and lawful Attorney(s)-in-Fact, with full stead, to execute, acknowledge and deliver.	te of Woodcliff Lake power and authority hereby conferred in its name, place and
Any and All Bone	ds
and to bind the Company thereby as fully and to the same extent as if such to seal of the Company, hereby ratifying and confirming all that the said Attorne under and by authority of the following resolution adopted by the Board of Direction 25th day of July, 1950.	y(s)-in-Fact may do in the premises. Said appointment is made
"Be it Resolved, that the President, any Vice-President, any Secretar full power and authority to appoint any one or more suitable persons as Att Company subject to the following provisions:	ry or any Assistant Secretary shall be and is hereby vested with corney(s)-in-Fact to represent and act for and on behalf of the
"Section I. Attorney-in-Fact. Attorney-in-Fact may be given full por Company, to execute, acknowledge and deliver, any and all bonds, reconditional or obligatory undertakings and any and all notices and do thereunder, and any such instruments so executed by any such Attorney-in President and sealed."	ognizances, contracts, agreements of indemnity and other cuments canceling or terminating the Company's liability
"In Witness Whereof, Colonial Surety Company has caused these and its corporate seal to be hereto affixed the day of	presents to be signed by its
State of New Jersey County of Bergen  SS.  Contain Surety Contain Incorporated  * 1930 **  Panaylvania*  By	COLONIAL SURETY COMPANY  Wayne Nunziata, President
On this 30th day of March Theresa La Monica Wayne Nunziata	, in the year 2023, before me a notary public, personally appeared personally known to me to be the person who
executed the within instrument as President acknowledged to me that the corporation executed it.	, on behalf of the corporation therein named and
THERESA LA MONICA A Notary Public of New Jersey My Commission Expires September 9, 2025	Therisa La Monier
	heresa La Monica Notary Public
l, the undersigned President of Colonial Surety Company, hereby certi of the Original Power of Attorney issued by said Company, and do hereby fur effect.	fy that the above and foregoing is a full true and correct copy
GIVEN under my hand and the seal of said Company, at Woodcliff Lake, New August	v Jersey thisday of
Original printed with Blue and/or Black Ink. For verification of the authenticity of this Power of Altorney you may call (201) 573-6788 and ask for the Power of Altorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached.	Wayne Nunziata, President

Form S-100-101 (Rev 03/23)

**State of New Jersey** 

**County of Bergen** 

On this 24<sup>th</sup> day of August, 2023 before me, Conor Cronin, a Notary Public, personally came Wayne Nunziata, known to me to be the Attorney-in-Fact of Colonial Surety Company, the corporation described in the within instrument, and I acknowledge that he executed the within instrument as the act of said Colonial Surety Company in accordance with authority duly conferred upon him by said Company.

Conor Cronin
Notary Public of New Jersey
My Commission Expires March 7th, 2028

Conor Cronin, Notary Public

### **Colonial Surety Company**

Duncannon, Pennsylvania
-Inc 1930-

### Balance Sheet as at December 31, 2022

Cash & Invested Assets:		Liabilities:	
Cash	\$9,057,792	Outstanding Losses & Loss Expenses	\$4,119,774
Cash Equivalents	3,519,458	Unearned Premiums	18,018,052
Common Stocks*	9,757,005	Funds Held	5,412,876
Bonds*	49,594,003	Reinsurance Payable	9,118,420
Receivables for Securities	100,000	Accrued Expenses	609,482
		Income Taxes Payable	2,146,546
Total Cash & Invested Assets	\$72,028,258	Payable to Parents, Subs & Affiliates	2,314,262
		Miscellaneous Liabilities	11,364
		Total Liabilities	\$41,750,776
Other Assets:			
Accrued Investment Income	\$493,741	Capital & Surplus:	
Premiums Receivable	20,448,949	Common Capital Stock	\$ 4,000,000
Funds Held – Collateral	5,406,668	Additional Paid in Capital	1,000,000
Reinsurance Recoverable	5,295,919	Unassigned Surplus	57,754,325
Net Deferred Tax Assets	830,542		
Other Assets	1,024	Total Capital & Surplus	\$62,754,325
Total Admitted Assets	\$104,505,101		
A VIIII I AUMINITUR FASSUS	w10493039101	Total Liabilities, Capital & Surplus	\$104,505,101

<sup>\*</sup>Bonds and stocks are valued on basis approved by National Association of Insurance Commissioners.

STATE OF NEW JERSEY }

COUNTY OF BERGEN }

I, Wayne Nunziata, President of Colonial Surety Company, do hereby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of December 31, 2022.

IN WITNESS WHEREOF, I have signed this statement at Woodcliff Lake, New Jersey, this 7th day of April, 2023.

Wayne Nunziata, President

Theresa La Monica, Notary Public

THERESA LA MONICA A Notary Public of New Jersey My Commission Expires September 9, 2025

Wage and Hour Division

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Rev. Dec. 2008 1235-0008 02/28/2018 NET WAGES PAID FOR WEEK 301.74 (6) RW-22173-00 OMB No.: PROJECT OR CONTRACT NO. DEDUCTIONS 148.78 Expires: TOTAL 36.04 OTHER (8) DEDUCTIONS SUI/ SDI .63 Contractors, Inc., 30A Vreeland Road, Suite 220 17.93 SWH Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number WITH-HOLDING TAX AABERMS -WEST ALLENDALE PH 3/4 59.72 34.46 FICA Florham Park. NJ 07932 ALLENDALE, NJ 07401 GROSS AMOUNT EARNED 346.55 103.97 450.52 0 PROJECT AND LOCATION RATE OF 103.97 69.31 (9) PAY ADDRESS TOTAL 1.00 5.00 (2) 9-26 9-27 9-28 9-29 9-30 10-1 10-2 SU HOURS WORKED EACH DAY SA (4) DAY AND DATE F WE TH 10-02-2022 1.0 5.0 MO TU ALLAN BRITEWAY ELECTRICAL 0 S OT, OR ST. FOR WEEK ENDING CLASSIFICATION FMAN4-10 WORK OR SUBCONTRACTOR (3) L102 NITHHOLDING SEXEMPTIONS M-2 NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE SPARTA, NJ 07871 ROSS MANCINI 16 CELIA DRIVE Male Caucasian × 9698-xx-xx (1) NAME OF CONTRACTOR PAYROLL NO.

While completion of Form WH-347 is optional, it is mandatory for covered contractors performing work on Federally financed or assisted construction contracts to respond to the information contained in 28 C.F.R. 3.3.5(a). The Copeland Act
(40.15. 3145) contractors and substitution of the contraction of the contractio

Jill O'Brien (Name of Signatory)	Payroll Administrator	indicated on the payroll, an amo	Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic body was considered to the sum of the sum of the same of t
	Tomas V	nourly wage rate plus the amount of the required contract, except as noted in Section 4(c) below.	nourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.
(1) That I pay or supervise the payment of the persons employed by	employed by	(c) EXCEPTIONS	
Allan Briteway Electrical Utility	I Utility on the	FT 4 GO 14 CIT GT C V T	
(Contractor or Subcontractor)  AABERMS -WEST ALL ENDALE PH 3/4	ring the naviral naviod commencial	EXCEPTION (CHAPT)	EXPLANATION
26 day of September, 2022 , and ending the	e 2 day of October, 2022		
all persons employed on said project have been paid in full weekly wages made or will be made either directly or indirectly to or on behalf of said	ekly wages earned, that no rebates have been f of said		
Allan Briteway Electrical Contractors, Inc. (Contractor or Subcontractor)	ontractors, Inc. from the full		
d by any prson and that no deductions haved by any person, other than permissible de	weekly wages earned by any prson and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3		
(29 CFR Subtitle A), issued by the Secretaty of Labor under the Copeland Act, a 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below:	(29 CFR Subtitle A), issued by the Secretaty of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below:		
		REMARKS:	
(2) That any payrolls otherwise under this contract required to be submitted for the above pe correct and complete; that the wage rates for laborers or mechanics contained therein are not less applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.	(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.		
(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency e State, are registered with the Bureau of Apprenticeship and Training, United States Department of I	(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.		
		- I III - I - I - I - I - I - I - I - I	

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

August 23, 2023

Date

\* U.S. G.P.O.:1997 519.861

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TIT 31 OF THE UNITED STATES CODE.

Payroll Administrator

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

 $\times$ 

(4) That:

NAME AND TITLE Jill O'Brien

1/Brien

SIGNATURE

Wage and Hour Division

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm) PAYROLL

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

Rev. Dec. 2008

1235-0008 02/28/2018 FOR WEEK NET WAGES PAID 206.46 324.37 6) RW-22173-00 OMB No.: PROJECT OR CONTRACT NO. DEDUCTIONS Expires: 38.97 91.49 TOTAL 23.28 OTHER 0 DEDUCTIONS SUI/ SDI .58 34 Contractors, Inc., 30A Vreeland Road, Suite 220 5.06 7.24 SWH WITH-HOLDING TAX AABERMS -WEST ALLENDALE PH 3/4 14.78 28.57 18.78 31.82 FICA Florham Park. NJ 07932 ALLENDALE, NJ 0740. GROSS EARNED 245.43 245.43 415.86 415.88 3 PROJECT AND LOCATION RATE OF PAY 103.97 81.81 (9) TOTAL 4.00 3.00 (2) 10-10 10-11 10-12 10-13 10-14 10-15 10-16 S FR SA HOURS WORKED EACH DAY (4) DAY AND DATE MO TU WE TH 10-16-2022 3.0 4.0 ALLAN BRITEWAY ELECTRICAL 0 0 S S .те яо .то FOR WEEK ENDING CLASSIFICATION **FMAN4-10** WORK OR SUBCONTRACTOR (3) L102 NO. OF EXEMPTIONS (2) 9-W ₹ NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE ELMWOOD PARK, NJ 07407 DENVILLE, NJ 07834 PAUL MOSTICCHIO 14 14TH AVENUE Male Caucasian Male Caucasian × 14 FOX RUN KENT SAVIS xx-xx-5168 xx-xx-9289 (1) NAME OF CONTRACTOR PAYROLL NO.

While completion of Form WH-347 is optional, it is mandatory for covered contractors performing work on Federally financed or assisted construction contracts to respond to the information contracts or the receipting work of the r

	_		_								
Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.	TO LEVE TO LANCE	EXPLANATION									SIGNATURE  O'M O'BriEN
Each laborer or mechanic listed in the above refindicated on the payroll, an amount not less than hourly wage rate plus the amount of the requirect contract, except as noted in Section 4(c) below.	(c) EXCEPTIONS	EXCEPTION (CHAFT)						REMARKS:			NAMEAND TITLE JIII O'Brien Payroll Administrator
Payroll Administrator (Title)	employed by I Utility on the	ring the payroll period commencing	16 day of October, 2022	ekly wages earned, that no rebates have been f of said	ontractors, Inc. from the full (tor)	re been made either directly or indirectly from eductions as defined in Regulations, Part 3 e Copeland Act, as amended (48 Stat. 948, described below:			red to be submitted for the above period are anics contained therein are not less than the corporated into the contract; that the inform with the work he performed.	are duly registered in a bona fide agency recognized by the Bureau of or, or if no such recognized agency exists in a	ered with the Bureau of Apprenticeship and Training, United States Department of Labor.  WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS  XI in addition to the basis hourhoused rates paid to each laborar or mechanic listed in the
I,  Jill O'Brien (Name of Signatory) do hereby state:	(1) That I pay or supervise the payment of the persons employed by Allan Briteway Electrical Utility	(Contractor or Subcontractor) AABERMS -WEST ALLENDALE PH 3/4 ; that du	(Building or Work)  10 day of October, 2022 , and ending the	all persons employed on said project have been paid in full weekly wages earned, that no rebates have been made or will be made either directly or indirectly to or on behalf of said	Allan Briteway Electrical Contractors, Inc. (Contractor or Subcontractor)	weekly wages earned by any prson and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below:			(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.	(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a	State, are registered with the Bureau of Apprenticeship and Training , United States Department of Labor.  (4) That:  (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS , FUNDS, OR PROGRAMS    10 addition to the basis hands rates noted to each laborar or mochanis listed in the

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

August 23, 2023

Date

· U.S. G.P.O.:1997 519.861

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TIT 31 OF THE IINITED STATES CODE.

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees,

×

except as noted in Section 4(c) below.

Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

\* Rev. Dec. 2008

Rev. Dec. 2008	OMB No.: 1235-0008	Expires: 02/28/2018	PROJECT OR CONTRACT NO.	RW-22173-00	(6)	NET	TOTAL	ONS FO			9.45 27.63 90.49		
			PROJE			IONS	/111/2	SDI OT			.57		
	e 220				(8)	DEDUCTIONS		SWH			2.03	_	
number.	ad. Suit			/4			+ ×		-				
B control 1	eland Bo			ALE PH 3			WITH-				6.54		
valid OMI	30A Vre	07932		ALLEND/ 7401				FICA			9.04		
s a currently	Contractors, Inc., 30A Vreeland Boad, Suite 220	Florham Park. NJ 07932	TION	AABERMS -WEST ALLENDALE PH 3/4 ALLENDALE, NJ 07401	(2)		GROSS	EARNED			118.12		118.12
ess it display.		Florha	PROJECT AND LOCATION	AABER	(9)		DATE OF	PAY			29.53		
ation unle	ADDRESS		PROJEC		(2)		TOTAL	HOURS			4.00		
ın of inform					ш	2-26 12-27 12-28 12-29 12-30 12-31 1-1	SA SU	H DAY				_	
collectic					DAY AND DATE	2-2912-3	H H	HOURS WORKED EACH DAY		+	4.0		
respond to the colle				1-01-2023	(4) DAY /	12-28 12	WE TH	S WORK					
				1-01	4)	6 12-27	TO	HOUR					
ed to r		\L	(5)			K ST.	o .To	Н	-	5	Ø		
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.	OR SUBCONTRACTOR	ELECTRIC	FOR WEEK ENDING		(3)		WORK	ATION	APPR2	L102			
	BCONT	WA			(2)	ONS	CHHO	EXE MIJ		S-0			
	NAME OF CONTRACTOR X OR SUI	ALLAN BRITEWAY ELECTRICAL	PAYROLL NO.		(1)		NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE		CANDACE GIBBONS	45 JOHN STREET	BLOOMFIELD, NJ 07003	Female Black	

While completion of Form WH-347 is optional, it is mandatory for covered contractors performing work on Federally linanced or assisted construction contracts to respond to the information collection contained by a signed "CLFA". 33.5.5(a). The Copeland Act (DL), regulations at a Month of a signed contractors performed to a sissied controller contraction contracts to the way again as a correct and complete and that expenditure and accordance and accordance of a sissied controller contraction contracts to a companied by a signed "Companied" indicators to such minimal that he payories are correct and complete and that each laborer or flamping the contracting the contracting contracting agencies receiving this information review the information to determine that employees have received legally required wages and fingle benefits.

We entire that this will take an everage of Statement and the collection of information. Searching existing data sources, gathering and maintaining the data meeded, and complete collection of information. How washing one benefits are existed and contracting the collection of information including time for eveloring this burden, sand them to the Administract, Wage and hour Division, U.S. Department of Labor, Room SSSO2, 200 Constitution Avenue. N.W. Washington D.C., 20210

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.		EXPLANATION												SIGNATURE		Jell Course
Each laborer or mechanic listed in the above ref indicated on the payroll, an amount not less that hourly wage rate plus the amount of the requirec contract, except as noted in Section 4(c) below.	(c) EXCEPTIONS	EXCEPTION (CRAFT)									REMARKS:			NAME AND TITLE	Jill O'Brien	Payroll Administrator
Payroll Administrator (Title)	mployed by	Utility on the	; that during the payroll period commencing on the		1 day of January, 2023	kly wages earned, that no rebates have been of said	ortractors, Inc. from the full or)	) been made either directly or indirectly from ductions as defined in Regulations, Part 3	Copeland Act, as amended (48 Stat. 948, escribed below:			ed to be submitted for the above period are nics contained therein are not less than the prporated into the contract; that the form with the work he performed.	re duly registered in a bona fide agency recognized by the Bureau of register agency exists in a read of the Bureau of the Burea	fillig, Officed States Department of Labor.	PROVED PLANS, FUNDS, OR PROGRAMS	in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the
I, Jill O'Brien (Name of Signatory) do hereby state:	(1) That I pay or supervise the payment of the persons employed by	Allan Briteway Electrical Utility (Contractor or Subcontractor)	AABERMS -WEST ALLENDALE PH 3/4	(Building or Work)	26 day of December, 2022 , and ending the	all persons employed on said project have been paid in full weekly wages made or will be made either directly or indirectly to or on behalf of said	Allan Briteway Electrical Contractors, Inc. (Contractor or Subcontractor)	weekly wages earned by any prson and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3	(29 CFR Subtitle A), issued by the Secretaty of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below:			(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.	(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a Charles of the Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a Charles of Apprentice of the Charles of Apprenticeship and Training Charles of Apprenticeship and Charles of Apprentices	State, are registered with the bolead of Apprehitteship and Hall	(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS . FUNDS. OR PROGRAMS	X in addition to the basic hourly wage rates

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

August 23, 2023

Date

\* U.S. G.P.O.:1997 519.861

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TIT 31 OF THE UNITED STATES CODE.

above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

Wage and Hour Division

### PAYROLL

# (For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

			-						: 1								
NAME OF CONTRACTOR X OR SU	BCONTI	OR SUBCONTRACTOR						ADDRESS		Contractors, Inc., 30A Vreeland Road, Suite 220	30A Vreel	and Road,	Suite 220			OMB No.:	1235-0008
	WA)	ALLAN BRITEWAY ELECTRICAL	_						Florh	Florham Park. NJ 07932	07932					Expires:	02/28/2018
PAYROLL NO.		FOR WEEK ENDING						PROJE	PROJECT AND LOCATION	CATION					ROJECT OR C	PROJECT OR CONTRACT NO.	
				1-22.	1-22-2023	ı			AABE ALLEI	AABERMS -WEST ALLENDALE PH 3/4 ALLENDALE, NJ 07401	ALLENDAL 7401	E PH 3/4			Δ.	RW-22173-00	0
(1)	(2)	(3)		4)	(4) DAY #	DAY AND DATE	J.	(2)	(9)	(7)				(8)			(6)
	ONS	TS A		1-16 1-17	÷	1-19 1-20 1-21	1-21 1-22	ÇI.					DED	DEDUCTIONS			TEN
NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	ОЕ ННОІ	WORK YOU'	MO		TU WE	TH.	SA SU	TOT	1	GROSS		WITH-		7113		LATOT	WAGES
	NO.	ICATION		HOURS		VORKED EACH DAY	H DAY	HOURS	1000	EARNED	FICA	TAX	SWH	SDI SDI	OTHER	DEDUCTIONS	FOR WEEK
BENJAMIN GUAIMANO 114 LOPEZ ROAD	S-0	JMAN L102															
CEDAR GROVE, NJ 07009 xx-xx-0711		Ø	/2	4.0	8.0	8.0		20.00	60.27	1,205.40	92.22	179.45	60.09	5.85	96.43	434.00	771.41
Male Caucasian										1,205.40							
ROSS MANCINI		FMAN4-10															
16 CELIA DRIVE	M-2	L102															
SPARTA, NJ 07871 xx-xx-8696		v	,-	4.0	8.0	8.0		20.00	69.31	1,386.20	106.05	165.23	54.06	6.72	110.90	442.95	943.26
Male Caucasian										1,386.20							
KENT SAVIS 14 FOX RUN	Ž	FMAN4-10															
DENVILLE, NJ 07834 xx-xx-9289		S			8.0	8.0		16.00	69.31	1,108.96	84.83	143.23	44.58	5.38	88.72	366.74	742.22
Male Caucasian										1,108.96							

While completion of Form WH-347 is optional, it is mandatory for covered contractors performing work on Federally financed or assisted construction contracts to respond to the information contracts and respect to the week special process and the process of the

I, Jill O'Brien (Name of Signatory)	Payroll Administrator (Title)	Each laborer or mechanic listed indicated on the payroll, an amc hourly wage rate blus the amou	Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required finds benefits as listed in the
do hereby state:		contract, except as noted in Section 4(c) below.	ction 4(c) below.
(1) That I pay or supervise the payment of the persons employed by	employed by	(c) EXCEPTIONS	
Alian Briteway Electrical Utility (Contractor or Subcontractor)	al Utility on the	EXCEPTION (CRAFT)	EXPLANATION
AABERMS -WEST ALLENDALE PH 3/4	; that during the payroll period commencing on the		
(Building or Work)			
16 day of January, 2023 , and ending the	22 day of January, 2023		
all persons employed on said project have been paid in full weekly wages earned, that no rebates have been made or will be made either directly or indirectly to or on behalf of said	eekly wages earned, that no rebates have been IIf of said		
Allan Briteway Electrical Contractors, (Contractor or Subcontractor)	Contractors, Inc. from the full ctor)		
weekly wages earned by any prson and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3	ive been made either directly or indirectly from leductions as defined in Regulations, Part 3		
(29 CFR Subtitle A), issued by the Secretaty of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below:	ne Copeland Act, as amended (48 Stat. 948, I described below:		
		REMARKS:	
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.	ired to be submitted for the above period are nanics contained therein are not less than the corporated into the contract; that the onform with the work he performed.		
(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State are registered with the Bureau of Apprenticeship and Training United States Department of Labor.	I are duly registered in a bona fide o agency recognized by the Bureau of bor, or if no such recognized agency exists in a saint of I hitsed States Denastment of I show		
Otato, are registered with the bareau of Apprehitedanip and the	airing, Ointed States Department of Labor.	NAME AND TITLE	SIGNATURE
(*) THAT. (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS , FUNDS, OR PROGRAMS	APPROVED PLANS, FUNDS, OR PROGRAMS	Jill O'Brien	0.00
	in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the	Payroll Administrator	yee Unen
above referenced payroll, payments of fringe benefits as been or will be made to appropriate programs for the benefits and the benefits of payroll in Society and Mol below.	above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees,	THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STA SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION 31 OF THE LINITED STATES CODE.	THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION . SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TIT 31 OF THE LINITED STATES CODE.
except as noted in Section 4(c) below.			

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

August 23, 2023

Date

Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Rev. Dec. 2008

1235-0008 02/28/2018 FOR WEEK NET WAGES PAID 1,056.59 668.77 97.09 6) RW-22173-00 OMB No.: PROJECT OR CONTRACT NO. DEDUCTIONS 416.09 Expires: 468.23 41.53 TOTAL 112.28 181.37 OTHER 7.36 DEDUCTIONS 7.40 SUI/ SDI 5.27 .67 Contractors, Inc., 30A Vreeland Road, Suite 220 54.05 37.10 5.46 SWH Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number WITH-HOLDING TAX 161.50 125.72 AABERMS -WEST ALLENDALE PH 3/4 17.43 116.65 82.99 10.60 FICA Florham Park. NJ 07932 ALLENDALE, NJ 07401 (6) (7) GROSS AMOUNT EARNED 138.62 1,084.86 1,084.86 1,524.82 1,524.82 138.62 PROJECT AND LOCATION RATE OF PAY 60.27 69.31 69.31 TOTAL 18.00 22.00 2.00 (2) 2-7 2-8 2-9 2-10 2-11 2-12 SU SA HOURS WORKED EACH DAY (4) DAY AND DATE Æ 8.0 8.0 Ŧ 2.0 6.0 2-12-2023 WE 8.0 8.0 2.0 Ţ 9 5-6 ALLAN BRITEWAY ELECTRICAL 0 S 0 S 0 лг яо .то S FOR WEEK ENDING CLASSIFICATION FMAN4-10 **FMAN4-10** WORK OR SUBCONTRACTOR (3) L164 L102 L164 NO. OF SEEMPTIONS S S-0 ₹-5 ₹ NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE CEDAR GROVE, NJ 07009 **BENJAMIN GUAIMANO** DENVILLE, NJ 07834 114 LOPEZ ROAD SPARTA, NJ 07871 Male Caucasian ROSS MANCINI 16 CELIA DRIVE Male Caucasian Mafe Caucasian × 14 FOX RUN KENT SAVIS xx-xx-0711 xx-xx-9289 9698-xx-xx NAME OF CONTRACTOR (1) PAYROLL NO

While completion of Form WH-347's optional, it is mandatory for covered contractors performing work on Federally financed or assisted construction contracts to respond to the information contained in 28 C.F.R. 3.3.5(a). The Copeland Act
(40.12). Sci. 3145) contractors and support of the contraction of assisted contractions weekly a signed state and representations of the contraction of assisted contraction of assisted contractions to submit weekly a signed state and the contraction of the contraction o

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.		T) EXPLANATION											SIGNATURE	Oill O'Brien	THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TIT
Each laborer or indicated on the hourly wage raccontract, exce	(c) EXCEPTIONS	EXCEPTION (CRAFT)								REMARKS:			NAME AND TITLE	Payroll Administrator	THE WILLFUL FALSIFICATION OF ANY C SUBCONTRACTOR TO CIVIL OR CRIMIN
Payroll Administrator (Tile)	employed by	al Utility on the	itractor) ; that during the payroll period commencing on the	he 12 day of February, 2023	sekly wages earned, that no rebates have been If of said	contractors, Inc. from the full	we been made either directly or indirectly from eductions as defined in Regulations, Part 3	re Copeland Act, as amended (48 Stat. 948, described below:			ired to be submitted for the above period are nanics contained therein are not less than the corporated into the contract; that the onform with the work he performed.	are duly registered in a bona fide o agency recognized by the Bureau of bor, or if no such recognized agency exists in a	aimig, Omeo Otales Department of Labor.	E FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS in addition to the basic hourly ware rates haid to each laborer or mechanic listed in the	above relevenced payroll, payments of finge benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees,
I,  Vill O'Brien (Name of Signatory) do hereby state:	(1) That I pay or supervise the payment of the persons employed by	Allan Briteway Electrical Utility	(Contractor or Subcontractor)  AABERMS -WEST ALLENDALE PH 3/4 ; that du	(Building or Work) 6 day of February, 2023 , and ending the	all persons employed on said project have been paid in full weekly wages earned, that no rebates have been made or will be made either directly or indirectly to or on behalf of said	Allan Briteway Electrical Contractors, Inc. (Contractor or Subcontractor)	weekly wages earned by any prson and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3	(29 CFR Subtitle A), issued by the Secretaty of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below:			(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.	(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State and Training the Bureau of American and Training United States Department of Labor.	orate, are registered with the bureau of Apprentices in part (4). That:	WHEN	

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

August 23, 2023

Date

· U.S. G.P.O.:1997 519.861

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 11 OF THE INNITED STATES CODE.

except as noted in Section 4(c) below.

Wage and Hour Division

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Rev. Dec. 2008

1235-0008 02/28/2018 FOR WEEK NET WAGES PAID 105.51 392.75 175.63 319.86 6) RW-22173-00 OMB No.: PROJECT OR CONTRACT NO. DEDUCTIONS 39,39 162,30 Expires: 161.73 28.90 TOTAL OTHER 14.49 50.32 43.61 0 DEDUCTIONS 2.34 2.69 SUI/ SDI .63 66. Contractors, Inc., 30A Vreeland Road, Suite 220 20.78 17.00 SWH 3.68 2.08 Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number WITH-HOLDING TAX AABERMS -WEST ALLENDALE PH 3/4 11.11 58.69 49.31 8.58 11.08 36.88 42.42 15.65 FICA Florham Park. NJ 07932 ALLENDALE, NJ 07401 (6) (7) | GROSS AMOUNT EARNED 144.90 482.16 144.90 482.16 554.48 554.48 204.53 204.53 PROJECT AND LOCATION RATE OF PAY 57.96 60.27 81.81 69.31 TOTAL HOURS 2.50 8.00 8.00 2.50 (2) 3-5 SU HOURS WORKED EACH DAY 3-4 SA 2.5 2.5 (4) DAY AND DATE 3-3 FB 3-5 프 3-05-2023 WE 2-28 3-1 8.0 8.0 MO TU 2-27 ALLAN BRITEWAY ELECTRICAL 0 S 0 S 0 .T2 AO .TO S 0 S FOR WEEK ENDING CLASSIFICATION **FMAN4-10** WORK OR SUBCONTRACTOR 3 JMAN L164 L164 мітнносрімь <u>З</u> S-0 M-2 S-0 9-W NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE HIGHLAND LAKES, NJ 07422 MAX FLICKER-PODBERESKY 14 14TH AVENUE ELMWOOD PARK, NJ 07407 **5 BLUE HERON TERRACE** CEDAR GROVE, NJ 07009 **BENJAMIN GUAIMANO** PAUL MOSTICCHIO 114 LOPEZ ROAD SPARTA, NJ 07871 Male Caucasian 16 CELIA DRIVE Male Caucasian Male Caucasian **ROSS MANCINI** Male Caucasian × xx-xx-0711 9698-xx-xx xx-xx-5168 xx-xx-6261 NAME OF CONTRACTOR  $\Xi$ PAYROLL NO.

While completion of Form WH-347 is optional, it is mandatory for covered contractors performing work on Federally financed or assisted construction contracts to respond to the information contracts or the responding to the responding the responding to the respondi

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.		EXPLANATION								
Each laborer or indicated on the hourly wage rate contract, except	(c) EXCEPTIONS	EXCEPTION (CRAFT)							REMARKS:	
Payroll Administrator (Tile)	ployed by	tility on the	; that during the payroll period commencing on the	COOK Asset Man 1 cold 1	y wages earned, that no rebates have been said	ntractors, Inc. from the full	been made either directly or indirectly from citions as defined in Regulations, Part 3 Copeland Act, as amended (48 Stat. 948, scribed below:			I to be submitted for the above period are ics contained therein are not less than the porated into the contract; that the
I,  (Name of Signatory)  do hereby state:	(1) That I pay or supervise the payment of the persons employed by	Allan Briteway Electrical Utility (Contractor or Subcontractor)	AABERMS -WEST ALLENDALE PH 3/4 ; the	(Building or Work)	all persons employed on said project have been paid in full weekly wages earned, that no rebates have been made or will be made either directly or indirectly to or on behalf of said	Allan Briteway Electrical Contractors, Inc. (Contractor or Subcontractor)	weekly wages earned by any prson and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretaty of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 2766), and described below:			(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the

as been paid, as

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

August 23, 2023

Date

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TIT 31 OF THE UNITED STATES CODE. 2/Brien Payroll Administrator

SIGNATURE

NAME AND TITLE Jill O'Brien

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

 $\times$ 

apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

classifications set forth therein for each laborer or mechanic conform with the work he performed. (3) That any apprentices employed in the above period are duly registered in a bona fide in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees,

except as noted in Section 4(c) below.

\* U.S. G.P.O.:1997 519.861

Wage and Hour Division

### PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

\* ia Rev. Dec. 2008

		Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.	red to	respor	of to the	e collect	tion of in	nformation	n unless	s it displays	a currently v	alid OMB c	control numb	er.			Re	Rev. Dec. 2008
NAME OF CONTRACTOR ALLAN BRITEWAY ELECTRICAL	EWA	OR SUBCONTRACTOR   UTEWAY ELECTRICA	T					A.	ADDRESS		Contractors, Inc., 30A Vreeland Road, Suite 220	30A Vreek	and Road,	Suite 220			OMB No.: Expires:	1235-0008
PAYROLL NO.		FOR WEEK ENDING	0					P. P.	ROJECT	PROJECT AND LOCATION	NOI	20010			F	ROJECT OR	PROJECT OR CONTRACT NO.	
				4-0	4-09-2023	~				AABERI	AABERMS -WEST ALLENDALE PH 3/4 ALLENDALE, NJ 07401	ILLENDALI 401	E PH 3/4			_	RW-22173-00	0
(1)	(5)	(3)	ا		(4) DAY	(4) DAY AND DATE	ATE	3	(2)	(9)	(7)				(8)			(6)
	DING		.T2 Я	4-3 4-4		4-6 4	4-5 4-6 4-7 4-8 4-9	4-9						DEC	DEDUCTIONS			NET
NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	СННО	WORK		MO TU	WE	TH FR	SA	SU	TOTAL	DATE OF	GROSS		WITH- HOLDING		ZIII.		TOTAL	WAGES
	WI EXE	CLASSIFICATION		HOU	RS WOF	KED EA	HOURS WORKED EACH DAY		10	PAY	EARNED	FICA	TAX	SWH	SDI	OTHER	DEDUCTIONS	FOR WEEK
BENJAMIN GUAIMANO		JMAN	0															
CEDAB GROVE N107009	0-0	L164	+	-	$\prod$	+	F	-	+									
xx-xx-0711			S			N	2.0	23	2.00	60.27	120.54	9.22	19.06	6.25	.58	12.87	47.98	72.56
Male Caucasian				_														
			_						_		120.54							

While completion of Form WH-347 is optional, it is mandatory for rovered contractors performing work on Federally financed or assisted construction contracts to respond to the information contracts and respect to the week as a present in the presenting week. U.S. Department of Labor (1.0.1) regulations at (40.1.5). Sci 5(3), (1.0.1) regulated contractors and second contractors to accompanie wheek a sistement of Completion Presenting week. U.S. Department of Labor (1.0.1) regulated with the proper description of the second contraction or interaction of interaction of interaction of interaction or ine

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.		EXPLANATION											SIGNATURE		July Cruen	THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBJECT THE CONTRACTOR OR SUBJECT THE CONTRACTOR OR SUBJECT THE CONTRACTOR OR SUBJECT THE SUBJECT T
Each laborer or mechanic listed in the above rel indicated on the payroll, an amount not less that hourly wage rate plus the amount of the required contract, except as noted in Section 4(c) below.	(c) EXCEPTIONS	EXCEPTION (CRAFT)								REMARKS:			NAME AND TITLE	Jill O'Brien	Payroll Administrator	THE WILLFUL FALSIFICATION OF ANY OF THE ABOV SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSEC
Payroll Administrator (Title)	mployed by	Utility on the	; that during the payroll period commencing on the	9 day of April, 2023	kky wages earned, that no rebates have been of said	ontractors, Inc. from the full or)	, e been made either directly or indirectly from ductions as defined in Regulations, Part 3	· Copeland Act, as amended (48 Stat. 948, lescribed below:			ad to be submitted for the above period are nnics contained therein are not less than the prporated into the contract; that the norm with the work he performed.	re duly registered in a bona tide agency recognized by the Bureau of recognized agency exists in a	ining, officed states behalfitterit of Labor.	PROVED PLANS, FUNDS, OR PROGRAMS	in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the	above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees,
I,  Vill O'Brien (Name of Signatory) do hereby state:	(1) That I pay or supervise the payment of the persons employed by	Allan Briteway Electrical Utility (Contractor or Subcontractor)	AABERMS -WEST ALLENDALE PH 3/4	(Building or Work) 3 day of April, 2023 , and ending the	all persons employed on said project have been paid in full weekly wages earned, that no rebates have been made or will be made either directly or indirectly to or on behalf of said	Allan Briteway Electrical Contractors. (Contractor or Subcontractor)	weekly wages earned by any prson and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3	(29 CFR Subtitle A), issued by the Secretaty of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below:			(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.	(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a state and training.	State, are registered with the bureau of Apprehinceship and Harring. United States Department of Labor.	<ul><li>(4) Inat:</li><li>(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS</li></ul>	X in addition to the basic hourly wage rates	above referenced payroll, payments of fringe benefits as listed in the contract har been or will be made to appropriate programs for the benefit of such employees,

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

August 23, 2023

Date

- U.S. G.P.O.:1997 519.861

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TIT 31 OF THE UNITED STATES CODE.

except as noted in Section 4(c) below.

Wage and Hour Division

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm) PAYROLL

Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

	1235-0008	8			(6)	NFT	WAGES	FOR WEEK		222.01					322.87								
	OMB No.: Expires:		PROJECT OR CONTRACT NO. RW-22173-00					DEDUCTIONS		139.61					162.30								
			PROJECT OR			(8) UCTIONS	(8) UCTIONS	(8) DEDUCTIONS	(8) UCTIONS					OTHER		34.44					38.81		
	_				(8)					/INS	SDI		.22					.29					
	Suito 22	onile 221	Ö			DEC		SWH		19.00					20.44								
	Pood Poo	יטמטרו טוומ		Е РН 3/4			WITH- HOLDING	TAX		58.29					65.64								
	30A Vrool	07932		ALLENDAL				FICA		27.66					37.12								
	Contractors Inc. 304 Viscaland Boad Suits 220	Florham Park. NJ 07932	NOIL	AABERMS -WEST ALLENDALE PH 3/4 ALLENDALE, NJ 07401	(2)		GROSS	EARNED	361.62			361.62			485.17		485.17						
-		Contra	PROJECT AND LOCATION	AABER ALLENI	(9)		RATE OF	PAY	60.27						69.31								
	ADDRESS		PROJE		(2)		TOTAL	HOURS	00.9						7.00								
					ATE	5-10 5-11 5-12 5-13 5-14	FR SA SU	ACH DAY	6.0						7.0								
				2023	(4) DAY AND DATE	5-10 5-11 5	WE TH	WORKED EACH DAY								<u> </u>							
		,		5-14-2023	(4)	5-8 5-9	MO TU	HOURS			_												
		CAL	ING		_	.т2 я	0 .10		S					0	Ø								
	OR SUBCONTRACTOR	/ ELECTRI	FOR WEEK ENDING		(3)		WORK	CLASSIFICATION	JMAN L164				EMANA.10	L102									
	BCONT	WA)			(5)	ONZ	OF THHO EMPTI	EXI MI.	S-0					M-1									
	NAME OF CONTRACTOR X OR SUE	ALLAN BRITEWAY ELECTRICAL	PAYROLL NO.		(1)		NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE		BENJAMIN GUAIMANO 114 LOPEZ ROAD	CEDAR GROVE, NJ 07009 xx-xx-0711	Male Caucasian			KENI SAVIS 14 FOX RUN	DENVILLE, NJ 07834 xx-xx-9289	Male Caucasian							

While completion of Form WH-347 is optional, it is mandatory for covered contractors performing work on Federally financed or assisted construction contracts to respond to the information content or respond to the information of Form WH-347 is optional, it is mandatory for covered contractors because the respect to the veges paid each enterpret of the contractors of assisted contractors or assisted contractors to assist to a federal deports again to a federal contractor to a contractor to a contractor to a contractor to assist to a contractor to a contractor to a contractor to assist to a contractor to a contractor to a contractor to a contract to a contractor to a contractor to this contractor to the daminist to assist to a cont

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.		EXPLANATION											SIGNATURE	O.M. O. Brion
Each laborer or mechanic listed in the above ref indicated on the payroll, an amount not less than hourly wage rate plus the amount of the requirec contract, except as noted in Section 4(c) below.	(c) EXCEPTIONS	EXCEPTION (CRAFT)								REMARKS:			NAME AND TITLE	<b>Jill O'Brien</b> Payroll Administrator
Payroll Administrator (Title)	mployed by	Utility on the	inacion); that during the payroll period commencing on the	14 day of May, 2023	skly wages earned, that no rebates have been of said	ontractors, Inc. from the full for)	e been made either directly or indirectly from ductions as defined in Regulations, Part 3	e Copeland Act, as amended (48 Stat. 948, described below:			ed to be submitted for the above period are anics contained therein are not less than the orporated into the contract; that the nith the work he performed.	are duly registered in a bona fide agency recognized by the Bureau of yr, or if no such recognized agency exists in a recognized agency exists.	ining, united states Department of Labor.	PROVED PLANS, FUNDS, OR PROGRAMS and to each laborer or mechanic listed in the
I,  (Name of Signatory)  do hereby state:	(1) That I pay or supervise the payment of the persons employed by	Allan Briteway Electrical Utility	AABERMS -WEST ALLENDALE PH 3/4	(Building or Work)  8 day of May, 2023 , and ending the	all persons employed on said project have been paid in full weekly wages earned, that no rebates have been made or will be made either directly or indirectly to or on behalf of said	Allan Briteway Electrical Contractors. (Contractor or Subcontractor)	weekly wages earned by any prson and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3	(29 CFR Subtitle A), issued by the Secretaty of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below:			(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.	(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a Change of Apprenticeship and Training (March 1997).	otate, are registered with the bureau of Apprenticeship and Training, United States Department of Labor.	(4) I nat: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS , FUNDS, OR PROGRAMS  \[ \begin{align*}

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

August 23, 2023

Date

· U.S. G.P.O.:1997 519.861

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TIT 31 OF THE INNITED STATES CODE.

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees,

 $\times$ 

except as noted in Section 4(c) below.

DATE: 09/21/2023

RESOLUTION# 23-214

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

### APPROVAL OF WAIVER OF 2023 RED BARN APPLICATION FEES – ALLENDALE/SADDLE RIVER ROTARY

**WHEREAS**, the Borough of Allendale, from time to time, permits use of public facilities, including Red Barn, for certain activities by Allendale non-profit organizations; and

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

**WHEREAS**, the Borough wishes to waive the application fees associated with the use of Red Barn for the Allendale/Saddle River Rotary for the year 2023.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body that it does hereby agree to waive the 2023 Red Barn application fees for the following

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>September 21, 2023</u>.

DATE: 09/21/2023

RESOLUTION# 23-215

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan	✓		✓				
Lovisolo		✓	✓				☐ Carried
O'Connell						✓	☐ Defeated
O'Toole			✓				□ Tabled
Yaccarino			✓				
Daloisio			✓				Agenda
Mayor							
Wilczynski							

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

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

Block 1604, Lot 17, Merchant, John and Teresa	\$658.60
Block 1001, Lot 1, Thompson, James H. and Frances	\$634.41

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>September 21, 2023</u>.

DATE: 09/21/2023

RESOLUTION# 23-216

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

### A RESOLUTION AUTHORIZING AND APPROVING EMPLOYMENT AGREEMENT BETWEEN THE BOROUGH OF ALLENDALE AND MICHAEL T. DILLON TO SERVE AS CHIEF OF POLICE

**WHEREAS,** Michael T. Dillon was appointed by the Borough of Allendale to serve as its Chief of Police effective January 1, 2022 via Resolution 22-09; and

**WHEREAS**, it was determined that it was in the best interests of both parties to memorialize the terms of the employment relationship in a written agreement; and

WHEREAS, the Borough and Chief Dillon negotiated and agreed to the terms of an employment agreement effective January 1, 2024 through December 31, 2028; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale that it does hereby authorize and approve the employment agreement negotiated between Chief Dillon and the Borough, which contract shall be in effective from January 1, 2024 through and including December 31, 2028; and

**BE IT FURTHER RESOLVED** that the Mayor is authorized and requested to sign the employment agreement on behalf of the Borough.

**BE IT FURTHER RESOLVED** that the Clerk forward a certified true copy of this resolution to Police Chief Dillon.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>September 21, 2023</u>.

### EMPLOYMENT AGREEMENT BETWEEN THE BOROUGH OF ALLENDALE AND

CHIEF OF POLICE MICHAEL T. DILLON

### ARTICLE I RECOGNITION

THIS AGREEMENT, entered into on this \_\_\_\_\_\_ day of \_\_\_\_\_\_,2023, by and between the Borough of Allendale, in the County of Bergen, New Jersey (hereinafter referred to as the "Borough"), and Chief of Police Michael T. Dillon (hereinafter referred to as the "Chief of Police"), hereby establishes the following terms and conditions of employment for the position of Chief of Police. This agreement represents the complete and final understanding on all bargaining issues between the Borough and the Chief of Police. This agreement is made in consideration of the many years of valuable service of Chief of Police Michael T. Dillon to the Borough of Allendale.

### ARTICLE II MANAGEMENT RIGHTS

The Borough hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement including those by the laws and Constitution of the State of New Jersey and of the United States, and except those limited by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

### ARTICLE III

### RESPONSIBILITIES OF THE CHIEF OF POLICE

Pursuant to state law, the Ordinances of the Borough and the regulations and policies established by the Borough of Allendale, the responsibilities of the appointed Chief of Police shall include the responsibility to:

a) Conduct and manage the day-to-day operations of the Police Department;

- b) Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;
- c) Have, exercise, and discharge the functions, powers and duties of the police force;
- d) Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision;
- e) Prescribe the duties and assignments of all subordinates and other personnel;
- f) Report at least monthly to the Borough, or by any such other forms as the Borough shall require, as to the operation of the police force during the preceding month; and
- g) For all other duties assigned to him by the Mayor or Borough Council.

### ARTICLE IV WORKWEEK

The Chief of Police shall spend sufficient time at his job as determined by the Appropriate Authority to ensure the smooth and responsible operations of the police department over which he has supervisory control. The Chief of Police shall be required to work a minimum 40 hours per week. The Chief of Police has the ability to modify his daily hours based on the needs of the department and/or borough.

#### ARTICLE V SICK LEAVE

- 1. Sick leave is hereby defined to mean an absence from the post of duty by the Chief of Police, while in good standing, due to illness, accident, injury, disability, exposure to contagious disease, or the necessity to attend to and care for a ill member of his immediate family.
- 2. The Chief of Police shall be entitled to ten (10) sick days per year, based on an 8-hour work day, or 80 hours of sick time annually. The Mayor and Council shall have the right, in individual cases, to grant additional sick leave days, paid or unpaid, in case of extended or serious illness. Sick leave is to be used only for its intended purpose only, unless otherwise agreed to between the Borough and the Chief of Police.
- 3. The term "immediate family" for the purpose of this Article shall include those individuals as defined by the New Jersey Paid Sick Leave Law.
- 4. Nothing herein shall limit sick leave in accordance with the "New Jersey Paid Sick Leave Law".
- 5. Leave under this article shall have no real value and shall not be paid out to the Chief of Police.

#### ARTICLE VI INJURY LEAVE

- 1. In the event the Chief of Police becomes disabled by reason of work-related injury or illness and is unable to perform his duties, the Borough shall continue the Chief at full pay during the continuance of the Chief's inability to work, for up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Borough.
- 2. When injured while working, whether slight or severe, the Chief of Police must make an immediate report, if practicable, but in no event later than forty eight (48) hours. Failure to report

any injury may result in the failure of the Chief of Police to receive compensation under this Article.

- 3. The Chief of Police shall be required to present evidence, by way of a certificate or report of a physician designated by the Borough, that he is unable to work, and the Borough may reasonably require the Chief of Police to present such a certificate or report from time to time.
- 4. If the Borough does not accept the certificate or report of the physician designated by the Borough, the Borough shall have the right, at its own cost, to require the Chief of Police to obtain a physical examination and certification of fitness by a physician appointed by the Borough.
- In the event the Borough's physician certifies the Chief of Police fit to return to active duty, injury leave benefits granted under this Article shall be terminated. However, if the Chief of Police disputes the determination of the Borough physician, then and in that event, the burden shall be upon the Chief to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation. The final decision of the last reviewing court shall be binding upon the parties.

#### ARTICLE VII <u>FUNERAL LEAVE</u>

- 1. In the event of death in the Chief of Police's immediate family (herein defined as either a spouse, parent, step-parent, grandparent, sibling, child, foster child, step-child, grandchild, parent-in-law, daughter-in-law or son-in-law) or any other relatives residing in the Chief of Police's home, the Chief of Police shall be granted time off, without loss of pay, not to exceed three (3) days. The Chief of Police will be granted special funeral leave, without loss of pay, for a period of one (1) day due to the death of any other relative or individual not specified above.
- 2. Such funeral leave shall not be charged against the Employee's vacation or sick leave.

3. Reasonable verification of the event may be required by the Borough.

# ARTICLE VIII VACATIONS

- 1. The Chief of Police shall be entitled to twenty-five (25) vacation days annually based on an 8-hour work day, or 200 hours of vacation time annually.
- 2. The Chief of Police shall be entitled to schedule his vacation time as the Chief of Police sees fit, provided that the Chief of Police shall not schedule his vacation time during any time period where events shall require the presence of the Chief of Police, which would disrupt the operations of the department or cause overtime.
- 3. Unused vacation days may be carried into the next year, unless otherwise mutually agreed upon by the Chief of Police and the Appropriate Authority, but must be used in such subsequent year.

# ARTICLE IX HOLIDAY TIME

The Chief of Police shall be entitled to twelve (12) holidays off per calendar year during the term of this contract based on an 8-hour work day, or 96 hours of holiday time annually, which shall accrue monthly. The holidays off may be taken on the actual holiday or at another time at the discretion of the Chief of Police, subject to the limitations in Article VIII. Unused holidays may be carried into the next year, but must be used in such subsequent year.

# ARTICLEX PERSONAL DAYS

The Chief of Police shall be entitled two (2) personal leave days per year subject to the limitations in Article VIII based on an 8-hour work day, or 16 hours of personal time annually Unused personal days may be carried into the next year, but must be used in such subsequent year.

#### ARTICLE XII

#### INSURANCE. HEALTH AND WELFARE

- 1. The Borough shall maintain medical, dental, prescription, and life insurance coverage for the benefit of the Chief of Police and his family (herein defined as a spouse or dependent) upon such terms as are set forth in the Collective Bargaining Agreement between the Borough of Allendale and Policemen's Benevolent Association Local 217.'. The Borough shall have the right to change insurance coverage so long as it is substantially similar to, or improved upon, the benefits currently provided. Insurance coverage provided to the Chief of Police by the Borough shall continue upon the Chiefs' retirement, as set forth below.
- 2. Upon retirement, the Chief of Police shall be entitled to family medical, dental and prescription insurance coverage until he reaches age 65, at which time Medicare/Medicaid shall become primary coverage and the Borough's coverage shall be secondary.
- 3. The Chief of Police shall contribute towards the costs of medical insurance coverage during his employment and in retirement the amount required by Chapter 78 and all other laws of New Jersey.
- 4. The Borough shall supply the Chief of Police with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and of the United States. The Borough shall similarly be responsible for indemnification and counsel in connection with all claims, for actions filed subsequent to the expiration of this agreement, which arise out and are within the scope of his employment with the Borough.
- 5. The Borough shall provide the Chief of Police with a life insurance policy in the amount of ten thousand dollars (\$10,000.00).

#### ARTICLE XIII

#### **CLOTHING MAINTENANCE ALLOWANCE**

- 1. The Borough shall replace any clothing or personal items damaged or destroyed in the line of duty, or reimburse the Chief of Police for the cost of replacing such items, provided reasonable replacement costs are mutually agreed to between the Borough and the Chief of Police.
- 2. It shall be left to the professional discretion of the Chief of Police as to when he should wear formal or informal uniform or plain clothes.
- 3. The Chief of Police shall be entitled to a uniform allowance of one thousand dollars (\$1,000) annually for repair and replacement of uniforms and professional attire. Clothing allowance purchases shall be through purchase order.

# ARTICLE XIV POLICE VEHICLE

- 1. The Borough agrees to supply the Chief of Police with an unmarked automobile to be used for police work. The vehicle must be a full-sized, four-door vehicle and shall be equipped with such equipment as is needed for police work.
- 2. The Chief of Police shall be permitted to use the car for his limited personal use, not to exceed a two-hour (2) response range from the borough. There shall be no limit on the use of the automobile for police work or anything associated with police work or emergency related duties, other than required by law or Rules and Regulations of the Department, such as attending meetings, school outings, trips, conferences, and any other traveling needed to carry out the duties of the Chief of Police or any other appointed borough position.
- 3. The Borough shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs, except when the vehicle is used for the Chief of Police's personal use, at which time the Chief of Police shall be responsible for the cost of gasoline.
- 4. The automobile shall not be used by anyone other than the Chief of Police, except that the

Chief of Police may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

5. The Chief of Police shall be permitted to have passengers in his vehicle at his discretion.

#### ARTICLE XV SALARY

- 1. Effective January 1, 2024 the Chief of Police shall receive a base salary of \$175,000 per year.
- 2. Effective January 1, 2025 the Chief of Police shall receive a base salary of \$179,375 per year.
- 3. Effective January 1, 2026 the Chief of Police shall receive a base salary of \$183,859 per year.
- 4. Effective January 1, 2027 the Chief of Police shall receive a base salary of \$188,856 per year.
- 5. Effective January 1, 2028 the Chief of Police shall receive a base salary of \$193,167 per year.

# ARTICLE XVI LONGEVITY

The Chief of Police shall receive longevity payments as follows each year on the anniversary of his hiring date:

2024: 8% of base salary

2025: 10% of base salary

2026: 10% of base salary

2027: 10% of base salary

2028: 10% of base salary

#### ARTICLE XVII PENSION

The Borough shall continue to provide pensions and retirement benefits in the New Jersey Police and Fire Retirement System to the Chief of Police pursuant to the provisions of the Laws of the State of New Jersey. Such pension payments are to be based on the base annual salary of the Chief of Police plus longevity and all other forms of compensation.

## ARTICLE XVII EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES

1. Upon agreement with and approved by the Appropriate Authority, the Chief of Police shall be permitted to attend and be compensated for, at his regular salary, any school, seminar, meeting, conference, training or retraining session conducted or sponsored by the International

Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, the Bergen County Police Chiefs' Association, the New Jersey State Police, the Federal Bureau of Investigation, the Federal Bureau of Investigations National Academy Association or any other educational program of a

management, supervisory, or emergency management nature. In no event shall the Borough be required to pay or reimburse the Chief of Police for expenses of any class, course, school, or educational program unrelated to police activities.

- 2. The Borough agrees to grant time off, including travel time, and pay all associated and reasonable expenses for the Chief of Police to attend the annual New Jersey State Association of Chiefs of Police Conference, the Federal Bureau of Investigations National Academy Association's Conference and the annual International Association of Chiefs of Police Conference. If the Chief of Police attends a conference at Borough expense, the Chief of Police shall provide the Borough with proof of expenses for attending such conference, by way of receipts or vouchers. The expenditures for all the above named training events shall not exceed fifteen (\$1500.00) hundred dollars per annum.
- 3. The Borough also agrees to pay for the Chief of Police's dues for membership in the Bergen County

  Police Chiefs' Association, the New Jersey State Association of Chiefs of Police, the FBI National

  Academy Association and the International Association of Chiefs of Police.
- 4. The Borough agrees to grant time off while attending any meeting of the above-named associations.

# ARTICLE XVIII MISCELLANEOUS PROVISIONS

To the extent that the Borough enters into an employment and/or a collective bargaining agreement with any police or superior officer during the life of this contract which provides for a greater benefit than that set forth herein (e.g., higher clothing maintenance allowance, vacation time, etc.), the Borough agrees to re-open negotiations for this limited purpose.

### ARTICLE XIX SEVERABILITY AND SAVINGS

If any provision of this agreement, or any application of this agreement, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

# ARTICLE XX FULLY BARGAINED PROVISION

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

# ARTICLE XXII CELLULAR PHONE

The Borough shall provide the Chief of Police with a Borough issued cellular phone or provide for reimbursement in connection with the use of a cellular phone for department business.

### ARTICLE XXIV TERM AND RENEWAL

THIS AGREEMENT shall be in full force and effect as of January 1, 2024 and shall remain in effect to, and including, December 31, 2028. Upon the expiration of this agreement all the benefits, terms and conditions of this agreement shall remain in force until such time a successor agreement is agreed to by the Chief of Police and the Borough, unless terminated upon thirty (30) days written notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

CHIEF OF POLICE

BOROUGH OF ALLENDALE

MICHAEL T. DILLON

ON BEHALF OF THE BOROUGH OF ALLENDALE

AMY WILCZYNSKI, MAYOR

CLERK OF THE BOROUGH OF ALLENDALE

DATED: 9/21/2023

DATE: 09/21/2023

#### RESOLUTION# 23-217

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan	✓		✓				☐ Carried
Lovisolo		<b>√</b>	✓				☐ Defeated
O'Connell						✓	□ Tabled
O'Toole			✓				⊠ Approved on Consent
Yaccarino					✓		Agenda
Daloisio			✓				8
Mayor							
Wilczynski							

#### APPROVAL OF SEPTEMBER 21, 2023 LIST OF BILLS

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approves the Bill List dated September 21, 2023 in the amounts of:

Bill List Numbers	SEPTI	EMBER 21, 2023
Current Fund	\$	1,655,810.53
Payroll Account		185,324.09
General Capital		39,753.30
Animal Fund		12.60
Grant Fund		
COAH/Housing Trust		
Improvement & Beautification		
Unemployment Fund		
Trust Fund		1,502.00
Water Operating		3,053.00
Water Capital		
Total	\$	1,885,455.52

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>September 21, 2023</u>.



# THE BOROUGH OF ALLENDALE

#### NEW JERSEY

500 WEST CRESCENT AVENUE, ALLENDALE, NJ 07401 WWW.ALLENDALENJ.GOV

OFFICE OF TAX COLLECTOR
OFFICE OF CHIEF FINANCIAL OFFICER

201-818-4400 EXT 205

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

Certified 9/15/23

Alison Altano

Chief Financial Officer

### **BILL LIST For SEPTEMBER 21, 2023**

PAYROLL ACCOUNT	· · · · · · · · · · · · · · · · · · ·	····	\$ 185,324.09
Borough of Allendale Payroll Fund, Bank Transfer 9/7/2023	<del></del>		\$ 185,324.09
Salaries and Wages	\$	173,141.44	
FICA	\$	12,182.65	
TOTAL			\$ 185,324.09

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: γ Paid: N Open: N Void: N Format: Condensed Held: Y Aprv: N Rcvd: Y Range: 2-First to 3-Last Bid: Y State: Y Other: Y Exempt: Y Rcvd Batch Id Range: First to Last Include Non-Budgeted: Y Vendors: All Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Budget Account Description Vendor P.O. Id P.O. Description Void Amount Amount PO Type Department: ADMINISTRATION 3-01-20-100-036 Supplies A0385 AMAZON CAPITAL SERVICES 23-01388 Supplies 137.83 0.00 3-01-20-100-042 Dues/Memberships/Subscriptions OPTIMUM 00061 23-01398 CABLE CRESTWOOD/BORO 315.42 0.00 00061 OPTIMUM 23-01459 CABLE - PD 9/8-10/7 120.29 0.00 435.71 3-01-20-100-058 Equipment Purchases 23-01402 BORO HALL COPIER LEASE L0188 LEAF CAPITAL FUNDING LLC 123.00 0.00 3-01-20-100-061 Information Technology C0496 CARAHSOFT TECHNOLOGY CORP 23-01341 3.846.27 0.00 C0271 COBAN COMPUTER SOLUTIONS, LLC 23-01411 20 HOURS FOR PROJECT WORK 2,599.80 0.00 6,446.07 3-01-20-100-063 Miscellaneous B0349 BRUNO ASSOCIATES, INC. 23-01465 GRANT WRITING SVCS SEPT 2023 2,250.00 0.00 Department Total: ADMINISTRATION 9.392.61 Department: MAYOR & COUNCIL 3-01-20-110-061 Information Technology Y0020 YACCARINO, TYLER 23-01404 REIMBURSE ZOOM SUBSCRIPTION 839.90 0.00 00060 O'TOOLE, MATTHEW 23-01406 REIMBURSE TECH EQUIPMENT 1.500.00 0.00 2,339.90 Department Total: MAYOR & COUNCIL 2,339.90 Department: MUNICIPAL CLERK 3-01-20-120-021 Advertising N0025 NORTH JERSEY MEDIA GROUP 23-01327 ADVERTISING AUGUST 2023 431.64 0.00 Department Total: MUNICIPAL CLERK 431.64 Department: FINANCE 3-01-20-130-036 Supplies A0385 AMAZON CAPITAL SERVICES 23-01461 SUPPLIES FOR CFO 53.50 0.00 w0228 WITTMAACK, GINA 23-01466 Mileage & Supples 40.50 0.00

94.00

Budget Account Description				
Vendor	P.O. Id P.O. Description	Amount	Void Amount	РО Туре
3-01-20-130-044 Training T0248 TCTA of Bergen County	23-01462 TCTA 3RD QTR MEETING	45.00	0.00	
3-01-20-130-045 Mileage W0228 WITTMAACK, GINA	23-01466 Mileage & Supples	55.02	0.00	
3-01-20-130-098 Payroll Charge 10092 INFINISOURCE, INC.	jes 23-01392 BI-WEEKLY PAYROLL 9/8/23	558.29	0.00	
Department Total: F	INANCE	752.31		
Department: TAX ASSESSMENT				
3-01-20-150-109 Re-assessment A0361 ASSOCIATED APPRAISAL GROUP IN	: IC 23-01407 2024 REASSESSMENT - Invoice 8	3,200.00	0.00	
Department Total: 1	TAX ASSESSMENT	3,200.00		
Department: LEGAL SERVICES				
3-01-20-155-063 Miscellaneous H1074 HUNTINGTON BAILEY LLP	3 23-01458 TAX APPEAL ATTY JULY 2023	1,878.13	0.00	
3-01-20-155-181 Labor Attorne w0170 WISS & BOUREGY, P.C.	23-01410 PROFESSIONAL SVCS AUG 2023	337.50	0.00	
Department Total: L	EGAL SERVICES	2,215.63		
Department: ENGINEERING				
3-01-20-165-027 Professional V0087 VAN CLEEF ENGINEERING ASSOC	Services 23-01412 ENGINEERING INVOICES JULY 2023	6,060.50	0.00	
Department Total: E CAFR Total:	ENGINEERING	6,060.50 24,392.59		
Department: LAND USE BOARD				
3-01-21-180-021 Advertising N0025 NORTH JERSEY MEDIA GROUP	23-01327 ADVERTISING AUGUST 2023	16.28	0.00	
3-01-21-180-027 Professional V0087 VAN CLEEF ENGINEERING ASSOC		139.00	0.00	
Department Total: ι CAFR Total:	AND USE BOARD	155.28 155.28		

Budget Account Vendor	Description	P.O. Id P.O. Description	Amount	Void Amount	PO Type
Department: CONSTRUCT	ION CODE/BUILDING	DEPT.			
3-01-22-195-063 u0037 urban auto	Miscellaneou: SPA II	s 23-01390 CAR WASH - BUILD DEPT	17.95	0.00	
	Department Total: ( CAFR Total:	CONSTRUCTION CODE/BUILDING DEPT.	17.95 17.95		
Department: WORKERS'	COMPENSATION				
3-01-23-215-000 V0058 VALLEY PHY	WORKERS' COM SICIAN SERVICES IN	PENSATION C 23-01408 2nd QTR 2023 DOT TESTING	119.00	0.00	
	Department Total: \	WORKERS' COMPENSATION	119.00		
Department: GROUP INS	URANCE				
3-01-23-220-228 G0276 GENTE D0188 DELTA DENT.	Dental	23-01389 DELTA DENTAL COBRA AUG 2023 NC 23-01467 DENTAL BILLS OCTOBER 2023	50.00 3,037.38 3,087.38	0.00 0.00	
I	Department Total: ( CAFR Total:	GROUP INSURANCE	3,087.38 3,206.38		
Department: POLICE					
3-01-25-240-036 S0075 STAPLES AD A0385 AMAZON CAP	Supplies VANTAGE ITAL SERVICES	23-01417 Envelopes, folders, binder 23-01448 Upholstery cleaner	73.06 12.99 86.05	0.00 0.00	
	Clothing ITAL SERVICES ITAL SERVICES	23-01439 Clothing Allowance-Hillgardner 23-01450 Part Clothing Allowance Dillon	27.00 53.78 80.78	0.00 0.00	
CO016 CERTIFIED	Equipment Ma USINESS PRODUCTS SPEEDOMETER HING CENTER LLC	intenance 23-01435 Acct #356-709-731-0001-84 23-01437 Customer Acct #29821 23-01438 Vehicle Speedometer Calibrated 23-01449 Car wash for fleet vehicles	149.00 67.31 275.00 300.00 791.31	0.00 0.00 0.00 0.00	
3-01-25-240-058 A0211 A. T. EMBL	Equipment Pu EM COMPANY, LLC	rchases 23-01299 APD Shoulder & Collar patches	750.00	0.00	
3-01-25-240-102 P0190 P & A AUTO	Vehicle Repa PARTS	irs 23-01427 Parts for 203 and 217 Repairs	486.62	0.00	

#### Borough of Allendale Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id P.O. Description	Amount	Void Amount	РО Туре
3-01-25-240-121 F0146 FedEx	Purchase of Po	olice Car 23-01356 Overnight Vehicle Payment	8.74	0.00	
	Department Total: Po	DLICE	2,203.50		
Department: EMERGENC	Y MGMT SERVICES				
3-01-25-252-030 N0009 VERIZON	9-1-1 Service	s 23-01418 Acct. 357-035-097-0001-73	40.78	0.00	
3-01-25-252-037 Y0020 YACCARINO	Communication , TYLER	Equipment 23-01404 REIMBURSE ZOOM SUBSCRIPTION	149.90	0.00	
	Department Total: E	MERGENCY MGMT SERVICES	190.68		
Department: FIRE					
3-01-25-255-036 H0130 HOME DEPO	Supplies T CREDIT SERVICES	23-01360 Batteries for AFD Equipment	32.61	0.00	
3-01-25-255-053 A0385 AMAZON CA	Equipment Main PITAL SERVICES	ntainence 23-01421 Tools for SCBA Maintenance	109.36	0.00	
	Department Total: F.	IRE	141.97		
Department: FIRE OFF	ICIAL				
3-01-25-265-042 B0049 BERGEN CO		tions/Memberships 23-01347 Annual Dinner Meeting	160.00	0.00	
	Department Total: F. CAFR Total:	IRE OFFICIAL	160.00 2,696.15		
Department: STREETS	& ROADS				
H0130 HOME DEPO C0245 CEDAR HIL G0098 GAMKA SAL H0014 HOME HARD N0005 NATIONAL A0075 AQUARIUS D0093 DELLA RIC	IRRIGATION SUPPLY IN A & SONS, INC. ANDSCAPE SUPPLY, LLC	23-01212 07/31/2023 DPW Streets&Parks 23-01365 08/22/23 Cleaning Supplies DPW 23-01422 DPW Street & Roads-Supplies 23-01424 23-01425 DPW-Supplies 23-01428 DPW-Supplies C 23-01432 09/01/23 DPW- Street & Roads 23-01436 8/25/23 DPW- STREETS & ROADS 23-01445 DPW- STREETS/PARKS/REPAIR	718.38 617.21 85.00 716.56 64.47 172.98 154.90 6,412.00 90.68 9,032.18	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	
	Department Total: S	TREETS & ROADS	9,032.18		
Department: SHADE TR	EE				
3-01-26-300-151 S0320 SAVATREE	Removals	23-01124 Savatree-General Tree Care	2,667.00	0.00	

Budget Acc Vendor	count	Description	P.O. Id P.O. Description	Amount	Void Amount	РО Туре
3-01-26-30 \$0320	00-151 SAVATREE	Removals	Continued 23-01179 7-17 thru 7-25-23 Tree Care	2,772.00 5,439.00	0.00	
	Depar	tment Total: Si	HADE TREE	5,439.00		
Department	t: MUNICIPAL RECY	CLING				
3-01-26-30 R0254		Scavenger SOLID WASTE	23-01443 8/28/23 RECYCLING DISPOSAL	513.36	0.00	
	Depar	tment Total: M	UNICIPAL RECYCLING	513.36		
Department	t: BUILDINGS & GR	OUNDS				
3-01-26-33 G0176	10-029 GUYS MAINTENANC	Custodial Service	vices 23-01440	2,650.00	0.00	
3-01-26-33 H0130 H0014 B0291 M0320	HOME DEPOT CRED HOME HARDWARE, BECKET SERVICES	INC.	23-01365 08/22/23 Cleaning Supplies DPW 23-01425 DPW-Supplies 23-01433 DPW- SPRINKLER REPAIR 23-01442 8/24/23 Water Cooler Installed _	79.14 258.00	0.00 0.00 0.00 0.00	
3-01-26-33 P0252 00047 H0018 T0205 T0243 H0018	PROSHRED SECURI ONE CALL CONCEP HORIZON TERMITE TRUGREEN LP	TS & PEST	23-01391 CONFIDENTIAL SHREDDING 8/22/23 23-01403 MARK OUTS AUGUST 2023 23-01416 23-01429 7/31/23 Turf Program 23-01452 WATER DELIVERIES- AUGUST 2023 23-01453 MONTHLY SERVICE -AUGUST 2023	45.00 660.66 488.01 543.00 324.45 138.01 2,199.13	0.00 0.00 0.00 0.00 0.00 0.00	
3-01-26-31 R0182		Landscape Supp DALE NURSERY	olies 23-01444 7/27/23 FLOWER-HANGING BASKETS	77.96	0.00	
			UILDINGS & GROUNDS	7,123.95 22,108.49		
Department	t: BOARD OF HEALT	TH .				
3-01-27-33 N0244		Professionals NAL HEALTH COMM	M 23-01397 REGISTRAR SVCS OCT 2023	612.00	0.00	
	Depar	tment Total: BO	OARD OF HEALTH	612.00		

Budget Acc Vendor	count Description	P.O. Id P.O. Description	Amount	Void Amount	PO Type
Department	: ANIMAL CONTROL				
3-01-27-34 T0153		23-01401 ANIMAL CONTROL SVCS AUG 2023	800.00	0.00	
	Department Total: A CAFR Total:	NIMAL CONTROL	800.00 1,412.00		
Department	: PARKS				
3-01-28-37 L0191 K0163 P0195 H0014 H0014 S0381	LAKE MANAGEMENT SCIENCES INC KENVIL POWER EQUIPMENT INC PIONEER MANUFACTURING CO IN	23-01176 7/19/23 Treatment Crestwood lk 23-01212 07/31/2023 DPW Streets&Parks C 23-01415 08/24/23 PARKS-FIELD PAINT 23-01425 DPW-Supplies 23-01441 08/29/23 DPW-Supplies 23-01445 DPW- STREETS/PARKS/REPAIR	718.37 2.084.62	0.00	
3-01-28-37 T0205 S0320	O-063 Miscellaneous TRUGREEN LP SAVATREE	23-01429 7/31/23 Turf Program 23-01447 General & Commercial Tree Care _		0.00 0.00	
3-01-28-37 \$0320	O-166 Landscape Sup SAVATREE	plies 23-01124 Savatree-General Tree Care	1,571.00	0.00	
	Department Total: P	ARKS	12,012.12		
Department	: CRESTWOOD				
3-01-28-37 L0191 B0347 A0237 L0191	LAKE MANAGEMENT SCIENCES INC BUCKMAN'S INC.	sting 23-01176 7/19/23 Treatment Crestwood lk 23-01420 Crestwood Lake- Chemicals E 23-01446 Crestwood - Chemical/Testing 23-01454 Algea Control	472.50 8,985.60 1,070.00 1,775.00 12,303.10	0.00 0.00 0.00 0.00	
3-01-28-37 H0014 F0011 H0014 B0347	1-036 Supplies HOME HARDWARE, INC. FELDMAN BROTHERS HOME HARDWARE, INC. BUCKMAN'S INC.	23-01405 KEYS FOR BAND SHELL 23-01423 Crestwood- Electrical 23-01425 DPW-Supplies 23-01434 CRESTWOOD LAKE- CHEMICALS	5.40 631.68 14.39 2,131.50 2,782.97	0.00 0.00 0.00 0.00	
	Department Total: C CAFR Total:	RESTWOOD	15,086.07 27,098.19		
Department	: ELECTRICITY				
3-01-31-43 R0027	0-076 EMS ROCKLAND ELECTRIC COMPANY	23-01455 CURRENT ELECT BILLS	137.10	0.00	

Budget Account Vendor	Description	P.O. Id P.O. Description	Amount	Void Amount	PO Type
3-01-31-430-077 R0027 ROCKLAND ELECTION	Crestwood Lak RIC COMPANY	e 23-01455 CURRENT ELECT BILLS	2,429.61	0.00	
3-01-31-430-078 R0027 ROCKLAND ELECTI	Buildings & G RIC COMPANY	rounds 23-01455 CURRENT ELECT BILLS	5,238.06	0.00	
Depa	rtment Total: E	LECTRICITY	7,804.77		
Department: STREET LIGHTIN	NG				
3-01-31-435-000 R0027 ROCKLAND ELECTI	STREET LIGHTI RIC COMPANY	NG 23-01455 CURRENT ELECT BILLS	10,741.45	0.00	
Depa	rtment Total: S	TREET LIGHTING	10,741.45		
Department: TELEPHONES					
TO219 T-MOBILE USA, 1	INC.	23-01396 PHONES BORO/LIBRARY 9/1-9/30 23-01399 DPW CELL PHONE 7/21-8/20/23 N 23-01413 LONG DISTANCE CHRGS 9/8-10/7 23-01414 FIOS INTERNET BORO	2,776.58 29.06 87.24 149.00 3,041.88	0.00 0.00 0.00 0.00	
Depa	rtment Total: T	ELEPHONES	3,041.88		
Department: GASOLINE					
3-01-31-460-080 R0165 RACHLES/MICHEL	Gasoline E'S OIL CO.	23-01464 GAS/DIESEL DELIVERY 9/6/23	329.04	0.00	
3-01-31-460-081 R0165 RACHLES/MICHELI	Diesel E'S OIL CO.	23-01464 GAS/DIESEL DELIVERY 9/6/23	2,496.04	0.00	
Depa	rtment Total: G CAFR Total:	ASOLINE	2,825.08 24,413.18		
Department: LOCAL SCHOOL	TAX PAYABLE				
3-01-55-604-000 A0021 ALLENDALE BOARD	LOCAL SCHOOL	TAX PAYABLE 23-01395 Sept 2023 GF Tax Levy/Debt Ser	1,545,799.00	0.00	
Depa	rtment Total: L CAFR Total: Fund Total: Year Total:	OCAL SCHOOL TAX PAYABLE	1,545,799.00 1,545,799.00 1,651,299.21 1,651,299.21		
Department: ORDINANCE 20-0	08				
C-04-55-930-101 A0382 AA BERMS LLC	Paving/Draina	ge/Sidewalks/Curbs 23-01456 STREETSCAPE PROJECT PHASE 3&4	3,705.13	0.00	С

Budget Account Vendor	Description I	P.O. Id P.O. Description	Amount	Void Amount	РО Туре
C-04-55-930-251 A0382 AA BERMS LLC	Paving/Streetsc	ape 23-01456 STREETSCAPE PROJECT PHASE 3&4	2,507.41	0.00	C
Depar	tment Total: ORD	INANCE 20-08	6,212.54		
Department: ORDINANCE 20-2	1 (ADDITION TO 1	7-02)			
C-04-55-931-101 W0170 WISS & BOUREGY,	Miscellaneous Sc P.C.	oft Costs 23-01410 PROFESSIONAL SVCS AUG 2023	4,612.50	0.00	
Depar	tment Total: ORD	INANCE 20-21 (ADDITION TO 17-02)	4,612.50		
Department: ORDINANCE 21-1	1				
C-04-55-932-101 A0382 AA BERMS LLC	Paving/Streetsc	ape 23-01456 STREETSCAPE PROJECT PHASE 3&4	28,764.26	0.00	С
Depar	tment Total: ORD	INANCE 21-11	28,764.26		
Department: ORDINANCE22-07					
C-04-55-933-401 H0050 HIGHWAY TRAFFIC	Computer Server	23-01419 Installation Supplies	164.00	0.00	
Depar	tment Total: ORD: CAFR Total: Fund Total: Year Total:	INANCE22-07	164.00 39,753.30 39,753.30 39,753.30		
CAFR: DOG FUND EXPENDEPARTMENT: NON BUDGET EXP					
D-12-55-870-001 N0167 NEW JERSEY DEPT	Due to State - S	State Fees 23-01400 DOG REPORT AUGUST 2023	12.60	0.00	
Depar		BUDGET EXPENDITURES FUND EXPENDITURES	12.60 12.60 12.60 12.60		

September 15, 2023 09:35 AM

#### Borough of Allendale Bill List By Budget Account

Page	No:	- (
rauc	MU.	

Revenue Account Vendor	Description	P.O. Id	P.O. Descrip	tion	Amount	Void Amount	РО Туре
3-01-16-695-000 H1084 THE HAMPSH	OTHER MISCEL IRE COMPANIES		NA 7 PILOT OVERPA	YMENT REFUND	4,511.32	0.00	
	Revenue Total:				4,511.32		
Total Charged Lines:	180 Total List	Amount:	1,695,576.43	Total Void Amount:	0.00	)	

#### Borough of Allendale Bill List By Budget Account

Page No: 10

Totals by Year-Fur Fund Description		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
	3-01	1,651,299.21	0.00	1,651,299.21	4,511.32	0.00	1,655,810.53
	C-04	39,753.30	0.00	39,753.30	0.00	0.00	39,753.30
	D-12	12.60	0.00	12.60	0.00	0.00	12.60
Total Of All I	Funds:	1,691,065.11	0.00	1,691,065.11	4,511.32	0.00	1,695,576.43

# Borough of Allendale Bill List By Project Id

P.O. Type: All
Range: First to Last
Format: Detail without Line Item Notes

Vendors: All

Rcvd Batch Id Range: First to Last

Paid: N Void: N Open: N

Rcvd: Y Bid: Y

Held: Y Aprv: N State: Y Other: Y Exempt: Y

Project Id PO # It	Description em Vendor		Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date
20woodland 23-01412	SOIL MOVEMENT ESCROW 9 VOO87 VAN CLEEF B	ENGINEERING ASSOC	Engineering Invoice July 2023	139.00	R	09/11/23	09/14/23	
		Account Total:		139.00				
220-230wCR 23-01412	LUB - 220-230 W CRESO 5 V0087 VAN CLEEF I	CENT ENGINEERING ASSOC	Engineering Inv July 2023	139.00	R	09/11/23	09/14/23	
		Account Total:		139.00				
25WORCHARD 23-01412	SOIL MOVEMENT ESCROW 8 VOO87 VAN CLEEF I	ENGINEERING ASSOC	Engineering Invoice July 2023	69.50	R	09/11/23	09/14/23	
		Account Total:		69.50				
37CARTER 23-01412	SOIL MOVEMNT SPORTS ( 7 VOO87 VAN CLEEF I	COURT 2023 ENGINEERING ASSOC	Engineering Invoice July 2023	208.50	R	09/11/23	09/14/23	
		Account Total:		208.50				
41ELMWOOD 23-01412	LAND USE BOARD ESCRO 6 V0087 VAN CLEEF I	V ENGINEERING ASSOC	Engineering Inv July 2023	208.50	R	09/11/23	09/14/23	
		Account Total:		208.50				
498MARK 23-01460	SOIL MOVEMENT/PLOT PI 1 H1085 HERA HOMES		REFUND SOIL MOVEMENT ESCROW	737.50	R	09/13/23	09/14/23	
		Account Total:		737.50				
Total Charg	ed Lines: 6 Tota	Project Amount:	1,502.00 Total Void Amount:	0.0	0	·····	Marini wa wakaza ka wa	

Totals by Year-Fund Description	nd Fund	Project Total
	3-14	1,502.00
	Total Of All Funds:	1,502.00

Bill List Numbers	<b>SEPTEMBER 21, 2023</b>					
Current Fund	\$	1,655,810.53				
Payroll Account		185,324.09				
General Capital		39,753.30				
Animal Fund		12.60				
Grant Fund						
COAH/Housing Trust						
Improvement & Beautification						
Unemployment Fund						
Trust Fund		1,502.00				
Water Operating		3,053.00				
Water Capital						
Total	\$	1,885,455.52				

#### **BILL LIST FOR SEPTEMBER 15, 2023**

#### WATER UTILITY ACCOUNT

WATER OPERATING		3,053.00
DeCotiis, Fitzpatrick & Cole	472.50	
Wiss & Bouregy	1,262.50	
Van Cleef Engineering	1,318.00	
WATER CAPITAL		•
TOTAL		3,053.00

# Borough of Allendale Bill List By Budget Account

September 15, 2023 11:15 AM

P.O. Type: All Format: Detail without Line Item Notes Range: 2-First Rcvd Batch Id Range: First to Last Vendors: All Department Page Break: No	Print Alpha, hout Line Item Notes to 3-Last First to Last reak: No Subtotal	Print Alpha, Revenue, & G/L Accounts: N es o 3-Last Subtotal CAFR: Yes Subtotal Department: Yes	Ope He Bid: Y Stat	Open: N Void: N Paid: N Held: Y Aprv: N Rcvd: Y Bid: Y State: Y Other: Y Exempt: Y Include Non-Budgeted: Y	
Account P.O. Id Item Vendor	Description	Item Description	Amount Stat	First Rcvd Chk/Void Amount Stat/Chk Enc Date Date	d Invoice Type
Department: WATER OPERATING FUND	RATING FUND				
2-05-20-501-027 23-01469 1 v0087	Engineering VAN CLEEF ENGINEERING ASSOC	WATER SYSTEM RFP	1,318.00 R	09/15/23 09/15/23	ALN-1004.003-35
2-05-20-501-180 23-01470 1 w0170 23-01471 1 D0190	Legal WISS & BOUREGY, P.C. DECOTIIS, FITZPATRICK, COLE	SERVICES RENDERED THRU 8/31/23 SERVICES RENDERED THRU 8/31/23	1,262.50 R 472.50 R 1,735.00	09/15/23 09/15/23 09/15/23 09/15/23	18886 267443
	Department Total: WATER OPERATING FUND CAFR Total: Fund Total: Year Total:	ERATING FUND	3,053.00 3,053.00 3,053.00 3,053.00		
Total Charged Lines:	3 Total List Amount:	3,053.00 Total Void Amount:	0.00		

Jendale

Page No: 2

Borough of Allendale Bill List By Budget Account

September 15, 2023 11:15 AM

3,053.00 3,053.00 Budget Total 0.00 Budget Held 3,053.00 3,053.00 **Budget Rcvd** 2-02 Fund Total Of All Funds: Totals by Year-Fund Fund Description

DATE: 09/21/2023

RESOLUTION# 23-218

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan	✓		✓				
Lovisolo		✓	✓				☐ Carried
O'Connell						✓	☐ Defeated
O'Toole			✓				☐ Tabled
Yaccarino			✓				⊠ Approved on Consent
Daloisio			✓				Agenda
Mayor							
Wilczynski							

#### RESOLUTION AUTHORIZING THE DISPOSAL OF TURNOUT GEAR

WHEREAS, there exists a need to remove unusable firefighter turnout gear and outdated equipment from circulation; and

WHEREAS, the Board does not have the facilities to house these obsolete items; and

**WHEREAS,** said items will be disposed of in the most environmentally conscience and resourceful manner.

**NOW, THEREFORE, BE IT RESOLVED**, by the Fire Department Administrator, Borough of Allendale, County of Bergen, as follows:

The following items are in need of discarding: 14 Turnout Pants and 15 Turnout Coats

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>September 21, 2023</u>.

DATE: 09/21/2023

RESOLUTION# 23-219

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

# AUTHORIZATION TO ADVERTISE BID SPECIFICATIONS FOR 2024 SNOW PLOWING AND SALTING OF ALL MUNICIPAL AND SPECIFIED PRIVATE ROADS, PUBLIC AREAS IN THE BOROUGH OF ALLENDALE, AND ALL COUNTY ROADS WITHIN THE BOROUGH

**BE IT RESOLVED** the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey does hereby authorize the Borough Clerk to advertise and thereby solicit and accept sealed bids in accordance with State law for the 2024 Snow Plowing & Removal Services of Borough Facilities; and

BE IT RESOLVED the Borough of Allendale will be supplying the salt; 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 <u>September 21, 2023</u>.

DATE: 09/21/2023

RESOLUTION# 23-220

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

# AWARD NATIONAL AUTO FLEET GROUP, SOURCEWELL CONTRACT #091521-NAF, FOR THE PURCHASE OF A 2024 FORD MAVERICK (W8A) XL FWD SUPERCREW FOR THE DEPARTMENT OF PUBLIC WORKS

**WHEREAS,** a need exists to purchase a 2024 Ford Maverick (W8A) XL FWD SuperCrew in the amount of \$25,046.19 for the Department of Public Works; and

**WHEREAS**, the Chief Financial Officer has attached hereto a certification that adequate funds have been or will be duly budgeted and appropriated to pay for the contract.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that National Auto Fleet Group, 490 Auto Center Drive, Watsonville, California 95076, Sourcewell Contract #091521-NAF, has been awarded for the purchase a 2024 Ford Maverick (W8A) XL FWD SuperCrew in the amount of \$25,046.19 for the Department of Public Works; and

**BE IT FURTHER RESOLVED** that the Mayor, Borough Clerk and Borough Attorney are hereby authorized to take such action as may be necessary to implement this Resolution, including the execution of an Agreement or Proposal for the above services.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>September 21, 2023</u>.

DATE: 09/21/2023

RESOLUTION# 23-221

Council	Motion	Second	Yes	No	Abstain	Absent	
Homan	✓		✓				
Lovisolo		✓	✓				☐ Carried
O'Connell						✓	☐ Defeated
O'Toole			✓				☐ Tabled
Yaccarino			✓				⊠ Approved on Consent
Daloisio			✓				Agenda
Mayor							
Wilczynski							

# A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO A POST CLOSING ESCROW AGREEMENT

**WHEREAS**, the parties hereto have executed that certain Post Closing Escrow Agreement dated as of November 30, 2022 in connection with certain post-closing obligations of Seller related to the sale of its water system to Purchaser (the "Agreement"); and

WHEREAS, the Agreement contemplates the release of certain Escrow Funds (as such term is defined in the Agreement) upon the completion of certain Open Title Issues (as such term is defined in the Agreement); and

**WHEREAS**, the parties hereto have agreed that a portion of the Escrow Funds shall be released to Seller for the partial completion of certain Open Title Issues; and

WHEREAS, the parties desire to amend the Post Closing Escrow Agreement upon the terms set forth in this Amendment to effectuate such changes as the Parties have mutually agreed to.

WHEREAS, in consideration of the mutual agreements herein contained, Seller, Purchaser and Escrow Agent agree that the Agreement is hereby amended as set forth in the Amendment to Post Closing Escrow Agreement; and

**NOW, THEREFORE BE IT RESOLVED,** by adoption of this Resolution, Mayor and Council of the Borough of Allendale wishes to approve such amendment attached to this Resolution and incorporated herein by reference.

DATE: 09/21/2023

RESOLUTION# 23-221

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on <u>September 21, 2023</u>.

#### AMENDMENT TO POST CLOSING ESCROW AGREEMENT

THIS AMENDMENT TO POST CLOSING ESCROW AGREEMENT (this "Amendment") dated as of September 21 , 2023 (the "Effective Date"), is made and entered into between the BOROUGH OF ALLENDALE, a public body corporate and politic in Bergen County in the State of New Jersey (the "Borough"), VEOLIA WATER NEW JERSEY INC., a New Jersey corporation, as successor-in-interest to SUEZ Water Jersey Inc. ("Purchaser") and CULLEN AND DYKMAN LLP ("Escrow Agent").

#### **RECITALS:**

WHEREAS, the parties hereto have executed that certain Post Closing Escrow Agreement dated as of November 30, 2022 in connection with certain post-closing obligations of Seller related to the sale of its water system to Purchaser (the "Agreement");

WHEREAS, the Agreement contemplates the release of certain Escrow Funds (as such term is defined in the Agreement) upon the completion of certain Open Title Issues (as such term is defined in the Agreement)

WHEREAS, the parties hereto have agreed that a portion of the Escrow Funds shall be released to Seller for the partial completion of certain Open Title Issues;

WHEREAS, the Parties desire to amend the Post Closing Escrow Agreement upon the terms set forth in this Amendment to effectuate such changes as the Parties have mutually agreed to.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Seller. Purchaser and Escrow Agent agree that the Agreement is hereby amended as follows:

- 1. <u>Defined Terms</u>. Unless otherwise indicated herein, capitalized terms used in this Amendment shall have the respective meanings specified in the Agreement.
- 2. <u>Escrow Funds</u>. Section 2 of the Agreement is deleted in its entirety and there is substitute in lieu thereof the following:

"Escrow Funds. Escrow Agent shall hold Three Million Five Hundred Thousand and 00/100ths (\$3,500,000.00) Dollars (together with any interest earned thereon, the "Escrow Funds"), less any released funds, which has been/will be given to it in escrow pursuant to the terms of this Post Closing Escrow Agreement, as amended. Escrow Agent shall deposit the Escrow Funds in Escrow Agent's attorney trusts accounts maintained at banks of Escrow Agent's reasonable discretion, and which Escrow Funds shall be held in

# separate interest bearing accounts. Escrow Agent shall be entitled to transfer Escrow Funds to other banks in its reasonable discretion."

- 3. Release of Funds. Notwithstanding anything to the contrary contained in the Agreement, within five (5) days of the Effective Date of this Amendment, Escrow Agent shall release \$100,000.00 to Seller for Railroad Permits less any costs incurred by Purchaser in connection with the transfer of such permits (i.e., \$7,192.00 for the payment of transfer fees associated with the permits) and \$300,000.00 in connection with progress made with certain Easements located within Borough-owned property subject to a conservation easement and the jurisdiction of DEP. For the avoidance of doubt, the parties acknowledge and agree that the transfer of those certain Easements subject to the conservation easement and the DEP approval has not yet been completed and the balance of \$900,000 allocated for the transfer of such Easements subject to the conservation easement and the DEP approval shall remain held in escrow pursuant to the terms and conditions of the Agreement, it being understood that the Escrow Agreement shall also continue to hold other portions of the Escrow Funds in escrow pending the recordation of the other Easements not related to the conservation easement and the DEP approval.
- 4. Execution; Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The exchange of a fully executed Amendment (in counterparts or otherwise) by electronic transmission in .PDF or other equivalent format or by facsimile shall be sufficient to bind the Parties to the terms and conditions of this Agreement.
- 5. <u>Ratification</u>. Except as hereby amended, the Agreement is in all respects ratified and confirmed and remains unchanged.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment as of the year and date first above written.

BOROUGH OF ALLENDALE	
By: MWM Cor Name: Amy E. Wilcz Title: Magar	nski
VEOLIA WATER NEW JERSEY	INC.
By:	
Name:	
Title:	
CULLEN AND DYKMAN LLP	
By:	
Name:	