

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

DATE: 03/24/2016

RESOLUTION# 16-112

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein	✓		✓			
Homan						✓
McSwiggan			✓			
Sasso			✓			
Strauch			✓			
Wilczynski		✓	✓			
Mayor White	---	---				

Introduction of 2016 Municipal Budget

Be It Resolved, that the following statements of revenues and appropriations shall constitute the Municipal Budget of the Borough of Allendale for the year 2016:

Summary of Revenues	Anticipated	
	2016	2015
1. Surplus	1,400,000.00	1,000,000.00
2. Total Miscellaneous Revenues	2,369,656.48	2,337,356.68
3. Receipts from Delinquent Taxes	200,000.00	200,000.00
4. a) Local Tax for Municipal Purposes	8,723,210.00	8,699,271.00
b) Addition to Local District School Tax		
c) Minimum Library Tax	564,798.00	561,921.00
Tot Amt to be Rsd by Taxes for Sup of Mun. Bud	9,288,008.00	9,261,192.00
Total General Revenues	13,257,664.48	12,798,548.68

Summary of Appropriations	2016 Budget	Final 2015 Budget
1. Operating Expenses: Salaries & Wages	3,877,493.00	3,735,153.00
Other Expenses	6,121,241.48	5,952,649.68
2. Deferred Charges & Other Appropriations	871,766.00	838,339.00
3. Capital Improvements	558,417.00	288,938.00
4. Debt Service (Include for School Purposes)	1,378,747.00	1,533,469.00
5. Reserve for Uncollected Taxes	450,000.00	450,000.00
Total General Appropriations	13,257,664.48	12,798,548.68
Total Number of Employees	87	87

**RESOLUTION  
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RESOLUTION# 16-112

2016 Dedicated Water Utility Budget		
Summary of Revenues	Anticipated	
	2016	2015
1. Surplus	161,000.00	120,000.00
2. Miscellaneous Revenues	1,906,500.00	1,703,000.00
3. Deficit (General Budget)		
Total Revenues	2,067,500.00	1,823,000.00
Summary of Appropriations	2016 Budget	Final 2015 Budget
1. Operating Expenses: Salaries & Wages	30,688.00	19,688.00
Other Expenses	1,362,237.00	1,257,780.00
2. Capital Improvements	206,500.00	115,000.00
3. Debt Service	465,675.00	410,700.00
4. Deferred Charges & Other Appropriations	2,400.00	19,832.00
5. Surplus (General Budget)		
Total Appropriations	2,067,500.00	1,823,000.00
Total Number of Employees	1	1

Balance of Outstanding Debt		
	General	Water Utility
Interest Budgeted	218,747.00	105,675.00
Principal Budgeted	1,160,000.00	360,000.00
Outstanding Balance	11,997,990.00	3,963,550.00

**Be It Further Resolved** that the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey does hereby approve the hereinabove captioned budget on introduction for the year 2016; and,

**Be It Further Resolved** that the Municipal Clerk is hereby directed to advertise the Budget Summary in the Borough's official newspaper in accordance with state law, and such advertisement shall include the following language:

"Notice is hereby given that the Budget and Tax Resolution was approved by the Governing Body of the Borough of Allendale, County of Bergen, on March 24, 2016.

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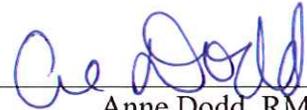
**RESOLUTION# 16-112**

A hearing on the Budget and Tax Resolution will be held at the Municipal Building on April 28, 2016 at 8:00 p.m. at which time and place objections to the Budget and Tax Resolution for the year 2016 may be presented by taxpayers or other interested persons.

Copies of the Budget are available in the office of the Borough Clerk at the Municipal Building, 500 West Crescent Avenue, Allendale, New Jersey; Phone: (201) 818-4400, during the hours of 9:00 a.m. to 4:30 p.m.”

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 24, 2016.



Anne Dodd, RMC  
Municipal Clerk

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

DATE: 03/24/2016

RESOLUTION# 16-113

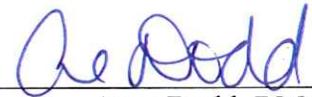
Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan						✓
McSwiggan		✓	✓			
Sasso			✓			
Strauch	✓		✓			
Wilczynski			✓			
Mayor White	---	---				

**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 March 24, 2016 in the amounts of:

Current Fund	\$1,845,780.58
Capital	\$0.00
Housing Trust	\$2,778.53
Trust Fund	\$1,539.00
Dog Fund	\$0.00
Water Capital	\$2,250.00
Payroll	\$156,683.38
Water Operating	\$90,597.40
Water Operating Payroll	\$0.00
<b>Total</b>	<b>\$2,099,628.89</b>

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 24, 2016.



Anne Dodd, RMC  
Municipal Clerk

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

DATE: 03/24/2016

RESOLUTION# 16-114

Council	Motion	Second	Yes	No	Abstain	Absent
<b>Bernstein</b>			✓			
<b>Homan</b>						✓
<b>McSwiggan</b>		✓	✓			
<b>Sasso</b>			✓			
<b>Strauch</b>	✓		✓			
<b>Wilczynski</b>			✓			
<b>Mayor White</b>	---	---				

**Be It Resolved** that the following are the salaries for Borough employees for the year 2016. All salaries are retroactive to January 1, 2016.

Anne Dodd, Municipal Clerk	\$80,000
Michelle Ryan, Deputy Municipal Clerk	\$38,000
Michelle Ryan, Planning & Zoning Secretary, Part-time Salary	\$6,000
Christina Montanye, Recording Secretary, Planning Board, Per meeting	\$250
Christina Montanye, Recording Secretary, Zoning Board of Adjustment, per meeting	\$125
M. Alissa Mayer, Chief Financial Officer	\$82,774
M. Alissa Mayer, Water Collector	\$18,688
Harold Laufeld, Tax Collector, Part-time	\$8,195
Angela Mattaice, Tax Assessor, Part-time	\$44,484
Joe Citro, Qualified Purchasing Agent	\$3,500
Ron Kistner, Director of Operations	\$112,200
Ron Kistner, Administrative Officer	\$20,000
Kevin Burnette, Construction Code Official, Part-time	\$52,852
Kevin Burnette, Building Sub Code Official, Part-time	\$1,769
Kevin Burnette, Zoning Officer	\$4,682
Michael Dalessio, Electrical Sub Code Official, Part-time	\$12,847
Fred W. Depken, CCO Inspector, Part-time Salary	\$5,000
James Zaconie, Plumbing Sub Code Official, Part-time	\$11,138
Michael Limatola, Property Maintenance Official, Part-time Hourly	\$20.00
Robert Connell, Fire Sub Code Official, Part-time	\$11,138
Ernest Cassidy, Jr., Fire Prevention Official, Part-time	\$4,533
Bernard Blide, Fire Inspector, Hourly	\$15.27
Steven Cameron, Fire Inspector, Hourly	\$15.27
Ernest Cassidy, Jr., Fire Inspector, Hourly	\$18.24
Pierre Gauthier, Fire Inspector, Hourly	\$18.24
James Moritz, Fire Inspector, Hourly	\$15.27
James Schultz, Fire Inspector, Hourly	\$14.97
George Scherb, Chief of Police	\$153,706

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**RESOLUTION# 16-114**

Brian M. Doughty, Radio Police Dispatcher, Part-time Hourly	\$15.61
Brian Havlicek, Radio Police Dispatcher, Part-time Hourly	\$15.61
Brendan Sterbinsky, Radio Police Dispatcher, Part-time Hourly	\$16.54
Peggy Timony, Radio Police Dispatcher, Part-time Hourly	\$17.61
Scott Zieber, Radio Police Dispatcher, Part-time Hourly	\$16.54
Scott Zieber, Emergency Management Official, Part-time Salary	\$3,500
Harry Norton, Municipal Magistrate	\$13,638
Richard Rosa, Municipal Prosecutor	\$5,208
Robert Culvert, Recycling Coordinator, Part-time Salary	\$2,000
Crossing Guards, Part-time Hourly	\$18.00
Joseph Burns, Laborer, Seasonal, Part-time Hourly	\$15.00

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 24, 2016.

  
\_\_\_\_\_  
Anne Dodd, RMC  
Municipal Clerk

**RESOLUTION  
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DATE: 03/24/2016

RESOLUTION# 16-115

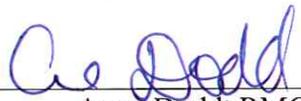
Council	Motion	Second	Yes	No	Abstain	Absent
<b>Bernstein</b>			✓			
<b>Homan</b>						✓
<b>McSwiggan</b>		✓	✓			
<b>Sasso</b>			✓			
<b>Strauch</b>	✓		✓			
<b>Wilczynski</b>			✓			
<b>Mayor White</b>	---	---				

**SALARY RESOLUTION**

**Be It Resolved** that the following are the salaries for Borough employees for the year 2016. All salaries are retroactive to January 1, 2016.

Steve Cameron, DPW Laborer	\$57,369
Dan Davis, DPW Laborer	\$57,369
Dan Davis, Crew Chief	\$3,000
Ray Frazier, DPW Laborer	\$57,369
Richard McDowell, DPW Laborer	\$57,369
Jim Moritz, DPW Laborer	\$57,369
John Pasquino, DPW Laborer	\$45,462
John Pasquino, Crew Chief	\$3,000
Dan Richards, DPW Laborer, Mechanic	\$57,369
Dan Richards, Crew Chief	\$3,000
Layne Simon, DPW Laborer	\$64,945
Layne Simon, Water Projects Coordinator	\$2,000
Lonnie Simon, DPW Laborer	\$54,121
Doug Lagoda, DPW Laborer, Part-time Hourly	\$15.00

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 24, 2016.

  
 Anne Dodd, RMC  
 Municipal Clerk

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

**DATE: 03/24/2016**

**RESOLUTION# 16-116**

Council	Motion	Second	Yes	No	Abstain	Absent
<b>Bernstein</b>			✓			
<b>Homan</b>						✓
<b>McSwiggan</b>		✓	✓			
<b>Sasso</b>			✓			
<b>Strauch</b>	✓		✓			
<b>Wilczynski</b>			✓			
<b>Mayor White</b>	---	---				

**OVERPAYMENT**

BE IT RESOLVED by the Council of the Borough of Allendale that the Tax Collector is hereby authorized to issue the following checks on the properties listed below and charge same to Overpayment of 2015 Taxes:

<b>Block/ Lot</b>	<b>Name</b>	<b>Property Location</b>	<b>Amount</b>
301/16	Del Gatto, Gennaro & Anna 120 Woodland Avenue Allendale, NJ 07401	120 Woodland Avenue	\$1,011.22
509/17	Russo, John & Lisa 19 Wilton Drive Allendale, NJ 07401	19 Wilton Drive	\$667.00
511/5.11	Builders Title Agency, Inc 70 Grand Avenue Suite 106 River Edge, NJ 07661	14 Hubbard Court	\$5,419.61
905/12	Belmont Title & Settlement Attn: Alexandra Cook 886 Belmont Ave 2 <sup>nd</sup> Floor Suite 5 North Haledon, NJ 07508	125 Myrtle Avenue	\$1,140.39
1102/15.04	Shieh, Victor & Shao, Jenny 9 Stoney Ridge Road Allendale, NJ 07401	9 Stoney Ridge Road	\$910.53
1203/6	Annis, Leighton & Elizabeth 164 Donnybrook Drive	164 Donnybrook Drive	\$3,875.43

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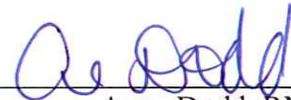
**DATE: 03/24/2016**

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	Allendale, NJ 07401		
1406/6	Sobolta, Modeste & Oksana 28 Stonefence Road Allendale, NJ 07401	28 Stonefence Road	\$4,059.44
1705/11	Schaub, Michael & Jennifer 110 Mallinson Street Allendale, NJ 07401	110 Mallinson Street	\$472.06
1710/1.01 C0211	Riker, Carol A 211 Orchard Park Allendale, NJ 07401	211 Orchard Park	\$1,763.18
1710/6	Carey, Michael Jr. & Colleen 91 Park Avenue Allendale, NJ 07401	91 Park Avenue	\$1,954.69
1809/11	Van Teyens, Christine 38 Elm Street Allendale, NJ 07401	38 Elm Street	\$3,494.76
2101/1.404	Allendale Whitney LLC 820 Morris Turnpike Suite 301 Short Hills, NJ 07078	404 Whitney Lane	\$3,445.00
2205/1	Brown, Amy C/O Honig & Honig Attorneys at Law 167 Franklin Turnpike Waldwick, NJ 07463-1899	16 Ceely Court	\$3,621.55
		<b>TOTAL</b>	<b>\$31,834.86</b>

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 24, 2016.



Anne Dodd, RMC  
Municipal Clerk

**RESOLUTION  
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RESOLUTION# 16-117

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan						✓
McSwiggan		✓	✓			
Sasso			✓			
Strauch	✓		✓			
Wilczynski			✓			
Mayor White	---	---				

**WHEREAS**, the Borough of Allendale (the "Borough") is the supplier of water to various residents of the Borough; and

**WHEREAS**, the Borough desires to assist certain residents in treating the discoloration of water they have experienced; and

**WHEREAS**, the Borough's Chief Financial Officer has certified that adequate funds are available to pay the residents as set forth herein; and

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Allendale that the Borough reimburse up to, but no greater, \$1,800 each to those residents identified and designated by the Mayor and Borough Council, towards the costs they have expended towards the filtration of such water, in a total amount not to exceed \$5,400 for the cumulative payment to such residents; and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor, Chief Financial Officer, Borough Clerk and Borough Attorney are authorized to take all appropriate actions necessary or desirable to implement this Resolution, including but not limited to the preparation and execution of agreements regarding same.

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 24, 2016.

Anne Dodd, RMC  
Municipal Clerk

**Certification of Availability of Funds**

This is to certify to the Borough of Allendale Water Utility that funds for the following resolutions are available.

Resolution Date: March 24, 2016  
Resolution Number: 16-117

Vendor: Allendale Residents

Contract: Water Filtration Systems

Account Number: 6-05-20-501-063  
Amount: \$5,400

  
Chief Financial Officer

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

DATE: 03/24/2016

RESOLUTION# 16-118

Council	Motion	Second	Yes	No	Abstain	Absent
<b>Bernstein</b>			✓			
<b>Homan</b>						✓
<b>McSwiggan</b>		✓	✓			
<b>Sasso</b>			✓			
<b>Strauch</b>	✓		✓			
<b>Wilczynski</b>			✓			
<b>Mayor White</b>	---	---				

Authorizing Emergency Temporary Budget Appropriations

**WHEREAS**, an emergent condition has arisen with respect to certain budget appropriations and no adequate provision has been made in the 2016 Temporary Budget, and N.J.S.A. 40A: 4-20 provides for the creation of emergency temporary appropriations for said purpose; and

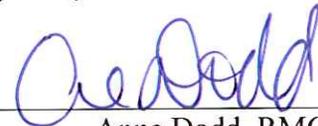
**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale that in accordance with the provisions of N.J.S.A. 40A: 4-20;

1. An emergency temporary appropriation be and the same is hereby made in the total amount of:

<b>Current Fund</b>	
Crestwood, O.E.	\$20,000
Garbage & Trash Removal, O.E.	\$10,000
Municipal Recycling, O.E.	\$4,000
Buildings & Grounds, O.E.	\$5,000
Gasoline, O.E.	\$3,000
<b>TOTAL</b>	<b>\$42,000</b>

2. That said emergency temporary appropriation will be provided in the 2016 budget;
3. That one certified copy of this resolution be filed with the Director of Local Government 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 March 24, 2016.



Anne Dodd, RMC  
Municipal Clerk

**RESOLUTION  
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RESOLUTION# 16-119

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan						✓
McSwiggan		✓	✓			
Sasso			✓			
Strauch	✓		✓			
Wilczynski			✓			
Mayor White	---	---				

Award Contract for Solid Waste & Recycling Collection

**Whereas**, sealed bids were received for the project known as Solid Waste Collection and Disposal Services for the Borough of Allendale, which bids were received on March 1, 2016; and

**Whereas**, one (1) bid was received; and

**Whereas**, the bid has been reviewed and the Borough has determined to award a bid for a five year contract period based upon Option B in the bid specifications; and

**Whereas**, the bid of Suburban Disposal, Inc. is the lowest responsible, responsive bidder meeting the bid specifications; and

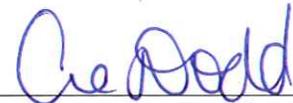
**Whereas**, the Chief Financial Officer has attached hereto a Certification that adequate funds are duly budgeted to pay for the contract.

**Now, Therefore, Be It Resolved** by the Governing Body that it hereby does award a contract for Solid Waste and Recycling Collection Services to Suburban Disposal, Inc. of Fairfield, New Jersey for a five (5) year term based upon Option B in the bid specifications, commencing April 15, 2016 to April 14, 2021 in the amount of \$1,847,000, and, furthermore, a five year tipping fee of \$72.25 per ton.

**Be It Further Resolved** that the Mayor and Municipal Clerk are authorized to sign a contract with Suburban Disposal, Inc. following legal review, in substantially the form attached to the bid documents.

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 24, 2016.



Anne Dodd, RMC  
Municipal Clerk

**Certification of Availability of Funds**

This is to certify to the Borough of Allendale that funds for the following resolutions will be made available in the 2016 through 2021 Budgets.

Resolution Date: March 24, 2016  
Resolution Number: 16-119

Vendor: Suburban disposal, Inc.  
Fairfield, NJ

Contract: Solid Waste and Recycling Collections

Amount: \$535,575 per year

  
Chief Financial Officer

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

DATE: 03/24/2016

RESOLUTION# 16-120

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan						✓
McSwiggan		✓	✓			
Sasso			✓			
Strauch	✓		✓			
Wilczynski			✓			
Mayor White	---	---				

Authorizing Developer's Agreement with Calvary Lutheran Church

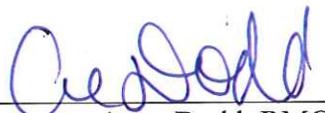
**Whereas**, a Developer's Agreement between the Borough of Allendale and Calvary Lutheran Church has been drafted by Timothy J. Dunn II, Esq., former legal counsel for the Allendale Planning Board, and reviewed by Christopher Botta, Esq., current legal counsel for the Allendale Planning Board; and,

**Whereas**, authorized representatives of Calvary Lutheran Church have consented to the stated agreement and have formally affixed their signatures to said document.

**Now, Therefore, Be It Resolved** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby authorizes the Mayor and Municipal Clerk to sign a Developer's Agreement with Calvary Lutheran Church as the agreement exists in its current form on file, the terms of which are incorporated herein by reference.

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 24, 2016.

  
 Anne Dodd, RMC  
 Municipal Clerk

#16-120

Prepared by:

\_\_\_\_\_  
Timothy J. Dunn, II, Esq.

**THIS AGREEMENT**, made this \_\_\_\_\_ day of December, 2015,

**BETWEEN:**

**BOROUGH OF ALLENDALE**, a Municipal Corporation of the State of New Jersey, with offices at 500 West Crescent Avenue, Borough of Allendale, County of Bergen, and State of New Jersey, hereinafter referred to as the "BOROUGH"

**AND**

**165 W CRESCENT AVE, LLC**, county of Bergen , State of New Jersey, located at 4 Rosario Court, Saddle Brook, New Jersey 07663, hereinafter referred to as the "DEVELOPER"

**WITNESSETH**

**WHEREAS**, the "DEVELOPER" wishes to undertake development of its lands at Block 910, Lots 2, 17.01 & 17.02, as set forth on the current Tax Assessment Map of the Borough of Allendale,

and has made application to the Planning Board of the Borough of Allendale, for site plan approval for such development; and

**WHEREAS**, said proposed development is for a property currently used as a place of public worship with church facilities, including a church building with church facilities, and a parsonage, and the applicant has obtained subdivision approval from the Planning Board for the creation of five (5) lots to include the existing church facilities and a parsonage lot on two (2) lots and three (3) single family residential lots in the A Residential Zone District of the Borough, with a street to be constructed to service the residential lots and to be dedicated to the Borough; and

**WHEREAS**, said property is specifically described on maps entitled "Final Subdivision Map Lots 2, 17.01, & 17.02-Block 910, Borough of Allendale, Bergen County, N.J. for Calvary Lutheran Church of Allendale, NJ," prepared June 24, 2011, last revised date, January 20, 2012, prepared by Tibor Latincics, PE, *et al*, of Conklin Associates, Ramsey, N.J, which plans are incorporated herein by reference.; and

**WHEREAS**, said subdivision approval was memorialized by Resolution of the Planning Board on the August 21, 2014, and a copy of the same is annexed hereto as **Schedule A** and incorporated here and by reference; and

**WHEREAS**, the DEVELOPER is desirous of undertaking the construction of the proposed improvements upon its lands in accordance with the Plans, the terms of the said Resolution of the Planning Board, and as otherwise specified herein; and

**WHEREAS**, it is agreed and acknowledged that the site improvements herein required, and specified in the Schedule of Improvements annexed hereto as **Schedule B**, shall be installed and constructed in accordance with said Plans and shall meet the specifications of applicable codes and ordinances, and be inspected during construction by the Borough Engineer, and that such must be

448405

completed in a good and workmanlike manner as a condition precedent to the issuance of a Certificate of Occupancy;

**NOW THEREFORE**, in consideration of these premises, the sum of One Dollar, and the covenants hereinafter contained, the parties hereto agree as follows:

**1. PLAN SCHEDULE**

A. The DEVELOPER, its successors, assignees and/or designees shall, within a period of twenty-four (24) months of the date of this Agreement, unless otherwise extended following the date of this Agreement, complete all of the improvements set forth upon the plans submitted to and approved by the Planning Board as well as the improvements set forth on the Schedule of Improvements annexed hereto as Schedule B, and such other improvements contemplated by the Resolution of the Planning Board of the Borough of Allendale, annexed hereto as Schedule A. In the event that the DEVELOPER shall fail to complete the improvements within the aforementioned twenty-four months, and fails to have extended the time period, as provided for at law or by the terms hereof, then, in that event, the BOROUGH shall have the authority to complete the improvements without further notice to the DEVELOPER and to utilize bond or performance guarantee funds as provided for herein. The BOROUGH, in its sole discretion, may determine whether or not to extend the aforementioned twenty-four month period.

B. No development shall occur pursuant to this Agreement unless it is in conformance with the Resolution of Memorialization annexed hereto and incorporated herein by reference, and the DEVELOPER shall comply with all conditions of said Resolution and with the Notes contained in, and other requirements of the approved Subdivision Plan or plat.

C. The Planning Board's Resolution of Subdivision Plan approval and the approved Plats described therein and in this Agreement, and the requirements of the Borough Engineer not specifically included in this Agreement or mentioned herein, shall be considered as part of this Agreement, said Resolution, Plats and requirements of the Borough Engineer being made a part hereof by reference. Said Plats shall also include such further modifications to the plans as have been requested by the Borough Engineer at the time of the adoption of the Planning Board's Resolution, and thereafter as may reasonably be required due to conditions as set forth herein.

D To the extent that improvements shall become necessary on account of field conditions, the DEVELOPER shall install same upon the Borough Engineer's request and subject to his approval. To the extent that any design standard does not meet the minimum requirements as set forth in the ordinances of the BOROUGH, where no variance has been granted, the DEVELOPER shall comply with the appropriate standards as stated in the ordinance.

F. Minimally, all drainage facilities constructed on the site shall be installed so as to achieve and maintain zero increase in the rate of surface water runoff.

## **2. EXHIBITS OF SCHEDULES**

Attached hereto as Schedule A, and made a part hereof, is the Resolution of Memorialization of the Planning Board. Attached hereto as Schedule B, and made part hereof, is an estimate of the cost of improvements which are to be bonded and installed on site.

## **3. PERFORMANCE BONDS**

The Performance Guarantee Bonds or performance guarantees provided for herein shall be furnished by the Developer and delivered to the Borough Treasurer of the BOROUGH prior to the commencement of any construction. The bonds shall run in favor of the BOROUGH.

#### 4. PERFORMANCE GUARANTEES

The DEVELOPER agrees to post with the BOROUGH, in advance, such monies as are estimated by the Borough Engineer and Borough Attorney or Planning Board Attorney to be reasonably necessary to reimburse the BOROUGH for expenses incurred by the BOROUGH on account of services performed by professionals in reviewing the application, preparing this Agreement, processing the project and inspecting the improvements as they are installed.

It is agreed that the DEVELOPER shall post monies as follows:

A. The sum of

(\$ ) (5%) of the engineer's estimated costs of

improvement) shall be posted in an escrow account with the Borough of Allendale in order to reimburse the BOROUGH for legal fees and engineering services, including inspections, as provided for herein. Such further funds shall also be deposited by the DEVELOPER for any professional fees incurred by the BOROUGH on account of the land use application before the Allendale Planning Board for approval of the development which is the subject of this Agreement, or as is otherwise required by the Resolution of Memorialization therefore, which shall include legal services rendered in connection with this Agreement. All professional fees shall be subject to properly submitted vouchers pursuant to law. The terms of N.J.S.A. 40:55D-53, 53(h) and N.J.S.A. 40:55D-53.1 are incorporated herein by reference, and the posting of the escrow required herein may be made by developer in accordance therewith.

The amounts so deposited as per Paragraph A above, which are to be used to reimburse the BOROUGH for the expenses incurred by it with respect to the professional review and inspection of the within project are to be considered estimates, and if during the course of the development it appears that the amount of the deposit made is inadequate to meet such costs, the BOROUGH may

require such additional sums to be deposited with it as it might determine necessary and reasonable and the DEVELOPER shall forthwith provide same. No building permits or certificates of occupancy shall be issued until such additional deposit shall be made. The BOROUGH shall be and is hereby authorized by the DEVELOPER to disburse the said deposits in payment of such services as are rendered upon presentation of proper vouchers therefore, and any surplus shall be returned to the DEVELOPER by the BOROUGH after the work has been certified to have been completed in a good and workmanlike manner and the acceptance thereof is made by the BOROUGH.

B. The DEVELOPER shall furnish a Performance Guarantee to the BOROUGH prior to the commencement of work which shall be equal to 120% of the cost of the on site and off site improvements as estimated by the Borough's Engineer, or \$ . Such Performance Guarantee shall be in the form of cash in the amount of \$ , and a Performance Bond, satisfactory in form to the Borough Attorney, in the amount of \$

Said Bond, shall be issued by a reputable bonding carrier or financial institution licensed to do business in the State of New Jersey. Said Bond or Letter of Credit shall run in favor of the Borough of Allendale, New Jersey.

C. Additionally, upon certification of the completion of the improvements required hereunder by the Borough Engineer, the DEVELOPER shall post a Maintenance Guarantee or bond in the amount of 15% of the project's total performance bond construction costs, as estimated by the Borough Engineer, in the amount of \$ . Said Maintenance Guarantee shall remain in effect for a period of two (2) years from the final acceptance of the bonded improvements by the BOROUGH to abide the satisfactory maintenance of said improvements. In the event that the amount on deposit or the amount realized from the bond posted with the BOROUGH is insufficient to complete maintenance or repair, the BOROUGH is authorized, upon

notice to the DEVELOPER, to assess the costs thereof against the property, which assessment shall constitute a lien thereon.

**5. RELEASE OF PERFORMANCE GUARANTEE AND DEPOSITS**

Upon the completion of all the subject improvements in a good and workmanlike manner and certification thereof, by the Borough Engineer as required herein, and delivery by the DEVELOPER to the Borough Engineer of an "as built" survey of the site improvements, the Governing Body, by Resolution, shall release the Performance Guarantee. During the course of construction, at such times when there is substantial completion of the work, the DEVELOPER may make application to the BOROUGH for a reduction in the Performance Bond commensurate with the work having been performed, subject to the review and recommendation of the Borough Engineer.

**6. PERFORMANCE BOND EMBRACES DEVELOPER'S AGREEMENT**

This Agreement shall be incorporated by reference in the Performance Bond to be secured by the DEVELOPER. The issuing authority of the Performance Bond shall agree to be bound to the same extent as the DEVELOPER for the same costs of all of the improvements provided for in the Bond. In the event the work is not completed within the time span allowed by this Agreement or any time extension thereof, or if the DEVELOPER abandons the job, files a petition in bankruptcy or insolvency, or is declared bankrupt or insolvent, or suffers any type of receivership, insolvency, bankruptcy or other similar proceeding without permission of the Borough Engineer, and fails to resume work within thirty (30) days after receipt of notice by certified mail at the address stated in this Agreement, then it shall be the duty of the surety to immediately undertake the completion of the work at the expense of the DEVELOPER and its surety, or to pay the BOROUGH the cost of the completion of the work at the expense of the DEVELOPER and its surety, or to pay to the BOROUGH

the cost of the completion of the work as a local improvement pursuant to the provisions of N.J.S.A. 40:56-1, *et seq.*

#### **7. GOVERNING BODY ENFORCEMENT POWERS**

It is agreed between the parties that in the event the work required herein is not being completed in a good and workmanlike manner, or in accordance with the plans and specifications and terms of this Agreement, or in the further event that this continuation of the work is adversely impacting other lands, as may be determined in the reasonable judgment of the Borough Engineer, the Borough Engineer, unless otherwise determined by the BOROUGH, may give the DEVELOPER forty-eight (48) hours notice to cure the defect, or a shorter notice if irreparable harm is anticipated, forwarding a copy of said notice to the Municipal Administrator or person acting in that capacity. In the event that said defect is not cured, the Governing Body shall be empowered to serve upon the DEVELOPER a notice to appear before it, on twenty-four hours notice. Should the Governing Body then determine that the DEVELOPER has unjustifiably failed to comply with the request of the Borough Engineer, it shall be empowered to suspend the work until such time as the DEVELOPER has complied. In the event that the Borough Engineer determines that the condition cannot be addressed within the 48 hour time period, the Borough Engineer may direct the DEVELOPER to undertake measures to temporarily address the problem to provide for emergency protection of adjacent private and public or off site properties, and ensure remediation of such conditions within such period of time as due diligence will permit.

#### **8. GOVERNING BODY'S AUTHORITY**

Nothing herein contained shall be construed as preventing the BOROUGH from exercising, in any court of law or elsewhere, any rights which it may have by statute, ordinance or other law. Nothing herein contained shall be deemed a waiver by any party of any Ordinance or State statute or other law, or be construed as an abridgement, preemption or waiver of the powers of any

BOROUGH board, agency or public body. This clause shall not operate to confer upon any such public body any powers, rights or duties it does not now possess, nor abridge the rights of the DEVELOPER vis-à-vis any such public body.

#### **9, TITLE CERTIFICATION**

Upon execution and delivery of this Agreement, the DEVELOPER shall file with the BOROUGH a copy of its deed and a Certification of Title, issued by an Attorney at Law of the State of New Jersey, or a title insurance company authorized to do business therein, certifying to the BOROUGH that the DEVELOPER has a complete ownership interest in all of the lands shown on the aforesaid maps, or plans. The purpose of this certification shall be to assure the BOROUGH that the easements (if any) as shown on the Plats, which by this Agreement are to be conveyed to the BOROUGH or the County for public use, are not encumbered by any mortgage or lien of any kind, or that the mortgage(s) or other lien(s) set forth in the certification will be released or satisfied at the completion of the project and that the DEVELOPER will have ultimate right to grant, convey and dedicate such easements to the BOROUGH or County of Bergen as required herein.

#### **10. GENERAL STANDARDS OF COMPLIANCE**

The DEVELOPER shall perform the work provided for herein in a good and workmanlike manner and shall install all improvements, in accordance with the requirements of this Agreement, the Land Use Ordinance of the BOROUGH of Allendale, the Sewer Ordinance of the BOROUGH of Allendale, the Health Ordinances of the BOROUGH of Allendale, and such other reasonable requirements or regulations as may be reasonably imposed by the BOROUGH Engineer or Sewer Engineer from time to time during construction.

#### **11. ORDINANCE REVISION**

In addition to the conditions contained herein, and subject to such rights as the DEVELOPER may have vested pursuant to the Municipal Land Use Law, or this Agreement, the DEVELOPER agrees, during construction, to comply with any amendments or supplements to the ordinances of the BOROUGH; provided, however, that no modification of ordinances which substantially affect the terms or the Resolution Of Memorialization annexed hereto shall be effective or pertain to this development contrary to the requirements of NJSA 40:55D-49, 50 and 52. Developer shall comply with all requirements of the Borough of Allendale Developer's Fee and Growth Share ordinances insofar as the same are applicable to this development.

#### **12. NATURE OF WORK**

The work required herein shall include the grading and construction of all necessary portions of roadways, means of ingress and egress, curbs, sidewalks where required, and where shown, detention facilities, storm drains, catch basins, sanitary disposal facilities, retaining walls with necessary footings and landscaping.

#### **13. ENGINEERING INSPECTION PROCEDURES**

The BOROUGH contemplates the inspection of all facilities and construction required hereby. The Borough Engineer or Plumbing Inspector shall inspect the installation of storm drains, sanitary sewers, sanitary sewer lateral connections, road improvements and all other facilities which will be maintained by the BOROUGH exclusive of facilities owned and maintained by private utility companies.

The DEVELOPER shall notify the Engineer/Plumbing Inspector at least forty-eight (48) hours prior to the commencement of construction of any such facilities. In the event of a temporary suspension of construction, the Engineer/Plumbing Inspector shall be notified at least forty-eight (48) hours in advance of the renewed starting date of construction of any such facilities. Backfilling

after the laying of potable water supply, drainage or sanitary sewer pipes, or other facilities in connection therewith, shall be absolutely forbidden except after the inspection and approval of the Borough Engineer or Inspector or his duly authorized representative.

#### **14. DETAILED PLANS**

Prior to the commencement of installation and construction of any of the improvements, the DEVELOPER shall submit and have approved by the Borough Engineer detailed plans of same. In no case shall construction work be commenced on any part of the development until such detailed plans have been submitted and approved.

#### **15. AS-BUILT PLANS**

The DEVELOPER shall submit "as-built" plans prepared by a licensed New Jersey land surveyor to the Borough Engineer for his review and approval, including as built location/topographic surveys of the lot, which shall be a condition precedent for DEVELOPER'S bond release and a Certificate of Occupancy.

#### **16. ON-SITE IMPROVEMENTS**

Reserved

#### **17. PLUMBING AND BUILDING PERMITS**

Under no circumstances shall a Certificate of Occupancy be issued unless sanitary plumbing and connection permits shall have been issued and the required Performance Guarantees shall have been filed with the BOROUGH as provided herein, nor shall any building permit or sanitary plumbing connection permits be issued until and unless the following have been accomplished.

A. All fees and deposits as required by the Land Use Ordinances of the BOROUGH of Allendale, as well as those otherwise required herein, are posted. Such fees and deposits shall be posted in the form of Cash, Bonds, Letters of Credit or other surety acceptable to the BOROUGH.

B. Certification is presented as to the approval of all governmental agencies from which approval was required.

C. All other conditions of this Agreement intended as a prerequisite to development have been satisfied.

#### **18. SEWERS**

A. The DEVELOPER shall, as a prerequisite to the issuance of a Certificate of Occupancy, construct and install any sanitary sewer hook-ups as required by the Plans.

B. In addition, the DEVELOPER, shall install, as applicable, all sewer laterals in accordance with the rules and regulations of the BOROUGH relating to sanitary sewer installations and subject to inspection by the BOROUGH'S Plumbing Subcode Official.

C. Any construction prior to the availability of an operable public sewer system is at the risk of the DEVELOPER.

#### **19. NUISANCE**

The DEVELOPER agrees not to commit a public or private nuisance by reason of dirt, debris, air pollution, gas, smoke, traffic, noise or other annoyance resulting from construction, trucking or other operations.

#### **20. CERTIFICATE OF OCCUPANCY**

Nothing contained in this Agreement shall authorize the use or occupation of any building prior to the issuance of a Certificate of Occupancy for said building and prior to the installation of an approved sanitary sewer network and system throughout the buildings in accordance with the Codes and Ordinances of the BOROUGH of Allendale.

In connection with the construction of any particular building, the Board of Health, or BOROUGH Engineer, subject to law, may require the installation of additional necessary sanitary sewer or drainage facilities if necessary.

#### **21. SOIL MOVEMENT**

A. Permit: Before the removal of any soil is commenced on the lands subject to this Agreement, the DEVELOPER shall make the necessary applications and obtain the necessary permit therefore in accordance with the Ordinance limiting and controlling the movement of soil.

B. Conservation: All soil conservation measures, including revegetation of disturbed areas required under all soil permit applications, or as specified by the BOROUGH Engineer or the Bergen County Soil Conservation District, shall be adhered to by the DEVELOPER.

#### **22. DRAINAGE SYSTEM MAINTENANCE**

A. The DEVELOPER shall install all drainage facilities including manholes and pipes in accordance with the approved plans, together with such other additional facilities as may be necessary in order to achieve zero increase in the rate of surface water runoff.

B. Any and all additional drainage facilities, including on-site grading, contour

landscaping, swales, retaining walls which may reasonably be deemed necessary by the Borough Engineer, and/or Borough Board of Health, shall be installed by the DEVELOPER where conditions may warrant, whether or not the present plans provide for the same, as a condition of the release of the DEVELOPER and the surety from the performance obligation. For any retaining walls, the DEVELOPER shall have the wall's design engineer inspect and supervise its construction and, prior to issuance of a Certificate of Occupancy, provide a signed and sealed certification that the wall was constructed in accordance with their design.

C. During and at the conclusion of construction, the DEVELOPER shall clean the drainage system of all silt and debris and restore the same to its design section and volume prior to acceptance by the BOROUGH.

### **23. MUNICIPAL IMPROVEMENT – COMPLETION AND ASSESSMENT**

A. Nothing herein contained will prevent the BOROUGH of Allendale from making or completing the improvements required hereunder and assessing the cost therefore against the owners of the property benefited thereby in the event of default in the performance of this Agreement.

B. Upon the failure of the DEVELOPER to perform the terms of this Agreement, nothing contained herein shall operate to relieve the owners of any lands benefited thereby from assessments for benefits conferred by the connection of such lands and premises to or with the trunk line sewer of the BOROUGH.

C. Nothing herein contained shall be construed in any way to render the BOROUGH liable for any charges, costs or debts for material, labor or other expenses incurred in the making of

these improvements. This Agreement shall be construed merely as permission to the DEVELOPER to make said improvements upon compliance with the terms hereof.

#### **24. OTHER APPROVALS**

The DEVELOPER represents that it has heretofore complied with, and that it will in the future comply with, all requirements of the Bergen County Planning Board, Bergen County Engineer, Bergen County Road Department, Soil Conservation Commission, Bergen County Department of Public Works, Federal Emergency Management Agency (FEMA), and New Jersey Department of Environmental Protection as applicable to the development contemplated hereunder, and Developer hereby further represents that before commencing any work, except as is otherwise provided in this Agreement, that it has obtained all necessary permits and/or waivers. The New Jersey Department of Transportation (NJDOT) shall be a final reference for those matters pertaining to construction of streets or roads in the absence of other controlling authority on such matters.

#### **25. HOLD HARMLESS AGREEMENT TO BOROUGH**

The DEVELOPER agrees to hold the BOROUGH harmless from any damage or liability which might arise due to the discharge of surface waters upon lands abutting the property being developed by it as shown on the subject plans herein referred to, and further agrees to alleviate any and all conditions which may arise by reason of the unplanned discharge of water, soil, dirt or other materials upon said abutting properties. The DEVELOPER further agrees to grade the premises so as to avoid the collection of water or drainage causing gullies or erosion and the deposit of soil on abutting properties. The DEVELOPER shall further be responsible for the removal of any silt deposited downstream during any construction phase.

#### **26. LIABILITY OF DEVELOPER**

A. The DEVELOPER, its successors, assignees and/or designers, during the term of this Agreement, shall obtain and maintain insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the BOROUGH. The DEVELOPER shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the BOROUGH, which shall name the BOROUGH and the Borough Engineer as additional insured parties, prior to the commencement of work and same shall be maintained in full force and effect until the completion of said improvements and of this Agreement and the acceptance of the work required hereby by the BOROUGH. The DEVELOPER, its successor or assigns, shall be, and will remain, liable for any and all damage occasioned by any neglect, wrongdoing, omission or commission by any person, firm, corporation or partnership arising from the making of said improvements, and shall save, indemnify and hold harmless the BOROUGH and its Engineer from any and all actions at law or in equity, charges, debts, liens or encumbrances which may arise therefrom or thereby.

Minimum Policy and Limit Requirements for said policies of insurance shall be as follows:

(1) Workers compensation insurance in accordance with the laws of the State of New Jersey. The DEVELOPER shall also have and maintain Employer's Liability Insurance as well as US I and II and Jones Act coverage where applicable.

(2) Commercial General Liability insurance coverage written on an occurrence basis, which must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than the following:

\$2,000,000 General Aggregate Public Liability per location/per job

\$1,000,000 Products/Completed Operations

\$2,000,000 Personal Injury and Advertising Injury limit.

B. Nothing contained in this Agreement shall be construed to give any person or legal entity not a party to this Agreement any claim against the BOROUGH or any of its agents/agencies with respect to the manner of the installation of improvements, or for any damages arising therefrom.

#### **27. ASSIGNMENT**

Any assignment of this Agreement by the DEVELOPER, its assignees or designees, shall be subject to the assignee agreeing, in writing, to be bound by all the terms of this Agreement as well as the Resolution of Approval, and subject to the posting by the assignee of all escrows and performance guarantees as required hereunder. It is further agreed that DEVELOPER, its assignees or designees, may not assign this Agreement without the written approval of the Borough Planning Board which approval shall not be unreasonably withheld. Said approval may, however, be withheld if there is a violation by DEVELOPER of the terms hereof or of the Resolution of Memorialization annexed hereto as Schedule A.

#### **28. DISPUTE RESOLUTION**

The DEVELOPER and the BOROUGH agree that in the event of any dispute between the BOROUGH Engineer and the DEVELOPER as to compliance with this Agreement, the DEVELOPER reserves the right to a hearing before the Governing Body which shall then have final jurisdiction over resolution of the matter in dispute.

#### **29. MODIFICATIONS**

This Agreement may only be changed, modified, or amended by a written instrument signed by all the parties hereto.

#### **30. SEVERABILITY**

The provisions of this Agreement are severable. If any one provision be determined unenforceable, this shall have no effect on the balance of the provisions, which shall remain in full force and effect.

### **31. DOCUMENT RECORDATION**

This agreement shall be binding upon the DEVELOPER, its successors and assigns, and may be recorded at the DEVELOPER'S expense in the Bergen County Clerk's Office.

### **32. SUBORDINATION**

Reserved

### **33. PLANNING BOARD RESOLUTIONS AND EFFECTIVE DATE**

The Planning Board and Board of Adjustment resolutions granting Site Plan approval and any ancillary variances, and any amendments thereto, and in particular, any conditions of approval, are incorporated herein by reference and shall survive the execution of this Agreement.

**IN WITNESS WHEREOF**, the BOROUGH has caused these presents to be signed by its Mayor, attested by its Clerk and the Municipal Seal of the BOROUGH to be hereto affixed, pursuant to a resolution duly adopted, and the DEVELOPER has caused these presents

STATE OF NEW JERSEY)

) SS:

COUNTY OF BERGEN )

BE IT REMEMBERED, that on \_\_\_\_\_, 2014 before me, the subscriber, \_\_\_\_\_, personally appeared \_\_\_\_\_, who being by me duly sworn upon his oath, deposes and makes proof to my satisfaction, that he is Clerk of the Borough of Allendale, one of the parties named in the foregoing instrument that the said Instrument was signed and delivered by \_\_\_\_\_, who was at the date thereof the Mayor of the Borough of Allendale, in the presence of this deponent, at the same time acknowledged that he signed and delivered the same as his voluntary act and deed and as the voluntary act and deed of said Borough, by virtue of authority from said Borough and that deponent, at the same time subscribed his name and said Instrument as an attesting witness to the execution thereof.

Sworn to and subscribed before me on \_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_

to be executed by himself or its proper corporate officers and its corporate seal to be affixed hereto, the date and year first above written.

ATTEST:

\_\_\_\_\_

BOROUGH OF ALLENDALE

BY: \_\_\_\_\_

VINCENT BARRA, MAYOR

WITNESS:

Henry W. Swiny, Esq.

165 W CRESCENT AVE, LLC

BY: Zdzislaw Korczak

ZDZISLAW KORCZAK,

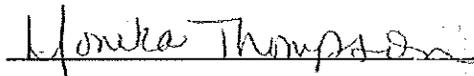
MANAGING MEMBER

State of New Jersey

SS:

County of PASSAIC

I CERTIFY that on December 21, 2015, personally appeared before me ZDZISLAW KORCZAK, who I am satisfied is the person who signed the within instrument as the Managing Member of 165 W Crescent Ave, LLC, and that he acknowledged that he is authorized to execute the attached document, and same was signed, sealed and delivered by him as the managing member of the Limited Liability Company.



MONIKA THOMPSON  
Notary Public Of New Jersey  
My Commission Expires March 11, 2016





FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

119 Littleton Rd  
Parsippany, New Jersey 07054  
(973) 402-1200

Bond No.: FP0022657

**N.J.A.C. § 5:36-4.1 Performance surety bonds**

The standardized form of performance surety bond required by an approving authority pursuant to section 41 of P.L. 1975, c.291 (N.J.S.A. 40:55D-53) (effective date July 16, 2001) shall be as follows:

STANDARD NEW JERSEY  
PERFORMANCE SURETY BOND

We, 165 W Crescent Ave, LLC, having offices at  
4 Rosario Court, Saddle Brook, NJ 07663 as principal, and

as co-principals and **FIRST INDEMNITY OF AMERICA INSURANCE COMPANY**, having  
offices at 119 Littleton Road, Parsippany, NJ 07054, a corporation duly licensed to transact a surety  
business in the State of New Jersey, as surety, are indebted to the municipality of

Borough of Allendale in the county of Bergen,

obligee, in the sum of ( \$368,940.00 ) Dollars

Three Hundred Sixty Eight Thousand Nine Hundred Forty and 00/100

for which payment we bind ourselves and our respective heirs, legal representatives, successors, and  
assigns, jointly and severally.

On 08/21/2014 (date), applicant 165 W Crescent Ave, LLC,  
principal, was granted approval by the planning board of the Borough of Allendale  
(approving authority) for final site plan approval for premises known as the improvements subject to this  
bond are as follows:

Block 910, Lots 2, 17.01 and 17.02 (per attached engineer's estimate, Schedule B, Borough of Allendale)

The certification of the cost of such improvements by the municipal engineer is attached hereto  
and made a part hereof.

Pursuant to municipal ordinance, adopted under authority of the Municipal Land Use Law  
(N.J.S.A. 40:55D-1 *et seq.*), the principal hereby furnishes a performance surety bond in the amount of  
( \$368,940.00 ) Dollars Three Hundred Sixty Eight Thousand Nine Hundred Forty and 00/100  
(not to exceed 120 percent of the cost of the improvements as certified by the municipal engineer),  
written by **FIRST INDEMNITY OF AMERICA INSURANCE COMPANY**, a surety licensed in the  
State of New Jersey, guarantying full and faithful completion of improvements approved by the  
approving authority, in lieu of completing the required improvements prior to the granting of final  
approval.

This bond shall remain in full force and effect until such time as all improvements covered by the bond have been approved or accepted by resolution of the municipal governing body, except that in those instances where some of the improvements are approved or accepted by resolution of the governing body upon certification by the municipal engineer, partial release from the bond shall be granted in accordance with *N.J.S.A. 40:55D-53*. The amount of the bond remaining shall be sufficient to secure provision of the improvements not yet approved; provided, however, that the municipality may require that 30 percent of the amount of the bond be retained to ensure completion of all improvements.

This bond shall remain in force and effect until release by resolution of the municipal governing body.

This bond is issued subject to the following expressed conditions:

1. This bond shall not be subject to cancellation either by the principal or by the surety for any reason until such time as all improvements subject to the bond have been accepted by the municipality, in accordance with the applicable provisions of the Municipal Land Use Law.
2. This bond shall be deemed to be continuous in form and shall remain in full force and effect until the improvements are accepted by the municipality and the bond is released, or until default is declared, or until the bond is replaced by another bond meeting applicable legal requirements. Upon approval or acceptance of all improvements by the municipality, or upon replacement of this bond by another bond, liability under this bond shall cease. Upon approval or acceptance of some, but not all, of the required improvements by the municipality, partial release from the bond shall be granted in accordance with *N.J.S.A. 40:55D-53*; provided, however, that the portion of the bond amount sufficient to secure completion of the improvements shall continue in effect and the municipality may retain 30 percent of the bond amount posted in order to ensure such completion.
3. The aggregate liability of the surety under this bond shall not exceed the sum set forth above.
4. In the event that the improvements subject to this bond are not completed within the time allowed under the conditions of the final approval issued pursuant to the Municipal Land Use Law, including such extensions as may be allowed by the approving authority, the municipal governing body may, at its option, and upon at least 30 days prior written notice to the principal and to the surety by personal delivery or by certified or registered mail or courier, declare the principal to be in default and, in the event that the surety fails or refuses to complete the work in accordance with the terms and conditions of the original approval, claim payment under this bond for the cost of the completion of the work. In the event that any action is brought against the principal under this bond, written notice of such action shall be given to the surety by the municipality by personal delivery or by registered or certified mail or courier at the same time.
5. The surety shall have the right to complete the work in accordance with the terms and conditions of the original approval, either with its own employees or in conjunction with the principal or another contractor; provided, however, that the surety, in its sole discretion, may make a monetary settlement with the municipality as an alternative to completing the work.

6. In the event that the principal and the approving authority agree to changes in the scope of work, the obligations of the surety under this bond shall not be affected so long as the cost of the work does not exceed 120 percent of the municipal engineer's certified estimate, attached hereto and made a part hereof, which 120 percent of the estimate shall be the limit of the surety's obligation under this bond in any case. If the cost of the work exceeds 120 percent of the certified estimate, the principal shall secure a rider from a surety for the additional amount; provided, however, that this provision shall not be construed as requiring a surety to provide additional coverage.

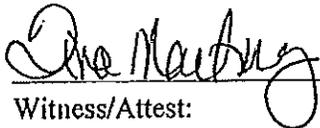
7. This bond shall inure to the benefit of the municipality only and no other party shall acquire any rights hereunder.

8. In the event that this bond shall for any reason cease to be effective prior to the approval or acceptance of all improvements, a cease and desist order may be issued by the governing body, in which case all work shall stop until such time as a replacement guarantee acceptable to the approving authority becomes effective.

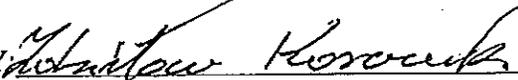
9. This bond shall not be transferable or assigned to any other individual or entity and especially where the Municipality has acknowledged the transfer or assignment of the subject property. In the event such a transfer or assignment shall take place, then this bond shall no longer be effective and in force.

Date: This 16th day of December, 2015

SEAL:

  
Witness/Attest:

165 W Crescent Ave, LLC

BY:   
Principal Zdzislaw Korczak

\_\_\_\_\_  
Witness/Attest:

BY: \_\_\_\_\_  
Co-Principal

\_\_\_\_\_  
Witness/Attest:

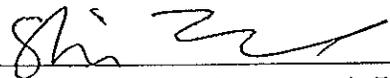
\_\_\_\_\_  
Witness/Attest:

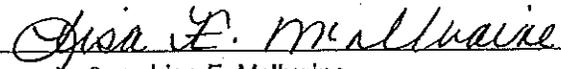
BY: \_\_\_\_\_  
Co-Principal

BY: \_\_\_\_\_  
Co-Principal

FIRST INDEMNITY OF AMERICA  
INSURANCE COMPANY

SEAL:

  
\_\_\_\_\_  
Witness/Attest as to Surety: Darrin Errichiello

BY:   
Attorney-in-fact Lisa F. McIlvaine



**SCHEDULE B**  
**Borough of Allendale, NJ**

**Schedule of Improvements**  
**PERFORMANCE GUARANTY**  
**DATE: 02/13/15**

**Department of Public Works**  
 101 New St.  
 Allendale, NJ 07401  
 Phone - (201) 818-4414 Fax - (201) 818-5062

**Application**  
 Calvary Lutheran Church  
 Major Sub-Division  
 Allendale, NJ 07401

ITEMS				Engineer's Estimate	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	SOIL & EROSION				
A	5ft Fence	LF	2300	\$3.00	\$ 6,900.00
B	Wheel Pad	SY	250	\$10.00	\$ 2,500.00
C	Inlet Protection	UNIT	10	\$45.00	\$ 450.00
2	SANITARY SEWER				
A	8" SDR35 Sewer Main	LF	300	\$35.00	\$ 10,500.00
B	Doghouse Manhole	UNIT	1	\$2,500.00	\$ 2,500.00
C	48" Manhole	UNIT	2	\$2,450.00	\$ 4,900.00
D	6" Sewer Laterals	LF	108	\$30.00	\$ 3,240.00
E	4" Cleanouts (Curbside)	UNIT	3	\$250.00	\$ 750.00
F	Pavement Patch, Iners Road	SY	20	\$35.00	\$ 700.00
3	STORM DRAINAGE				
A	Rebuild B-Inlet #7	UNIT	1	\$1,700.00	\$ 1,700.00
B	12" SDR35 Pipe	LF	62	\$40.00	\$ 2,480.00
C	Outlet Control Structure	UNIT	1	\$2,500.00	\$ 2,500.00
D	Concrete Headwall 12" STD	UNIT	1	\$1,650.00	\$ 1,650.00
E	Concrete Headwall 15" STD	UNIT	3	\$1,850.00	\$ 5,550.00
F	Headwall Scour Protection	CY	38	\$180.00	\$ 7,200.00
G	B-Inlets	UNIT	5	\$2,500.00	\$ 12,500.00
H	2'x2' Town Inlet	UNIT	1	\$800.00	\$ 800.00
I	15" HOPE Pipe	LF	376	\$50.00	\$ 18,800.00
J	12" HOPE Pipe	LF	182	\$40.00	\$ 7,280.00
K	Construct Eto-Engineered Drainage Retention Pond	LS	1	\$45,000.00	\$ 45,000.00
L	Removal & Disposal Misc. Drainage Structures & Pipe	LS	1	\$750.00	\$ 750.00
M	6" Leader Drain Pipe	LF	242	\$20.00	\$ 4,840.00
N	Leader Drain Clean-outs	UNIT	6	\$100.00	\$ 600.00
O	Extended B-Inlet #5	UNIT	1	\$3,450.00	\$ 3,450.00
P	Rip Rap Access Pad, 12" Thick	CY	10	\$150.00	\$ 1,500.00
4	WATER MAIN				
A	8" x 8" Wet Tap	UNIT	1	\$6,500.00	\$ 6,500.00
B	8" D.A.P. C/S2	LF	350	\$55.00	\$ 19,250.00
C	8" 45 degree fitting	UNIT	1	\$280.00	\$ 280.00
D	8" x 6" Reducer	UNIT	1	\$220.00	\$ 220.00
E	6" D.A.P. C/S2	LF	15	\$38.00	\$ 570.00
F	Hydrant & 6" Gate Valve	UNIT	1	\$6,200.00	\$ 6,200.00
G	1" N-Cooper	LF	60	\$39.00	\$ 2,340.00
H	1" Corp. Corb Stop & Box	UNIT	3	\$270.00	\$ 810.00
I	Iners Road Water Main Relocation	LS	1	\$7,500.00	\$ 7,500.00



**SCHEDULE B**  
**Borough of Allendale, NJ**

Schedule of Improvements  
 PERFORMANCE GUARANTY  
 DATE: 02/13/15

Department of Public Works  
 101 New St.  
 Allendale, NJ 07403  
 Phone - (201) 818-4414 Fax - (201) 818-5062

Application  
 Calvary Lutheran Church  
 Major Sub-Division  
 Allendale, NJ 07401

ITEMS				Engineer's Estimate	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
S	SITE WORK				
A	Tree Removal Stumping	LS	1	\$5,500.00	\$ 5,500.00
B	Strip & Stockpile Topsoil	SY	610	\$4.00	\$ 2,440.00
C	Roadway Excavation	CY	460	\$15.00	\$ 6,900.00
D	Belgian Block Curb	LF	710	\$23.00	\$ 17,110.00
E	4" Concrete Sidewalk	SY	150	\$55.00	\$ 8,250.00
F	Detectable Warning Surface	SY	5	\$300.00	\$ 1,500.00
G	Topsoil & Seed Disturbed Areas	SY	1130	\$5.00	\$ 5,650.00
H	Misc. Curb	LF	20	\$30.00	\$ 600.00
I	Parking Lot Pavement Repair	SY	37	\$30.00	\$ 1,110.00
J	6" DGA Base Course	SY	1390	\$10.00	\$ 13,900.00
K	4" Asphalt Base Course	SY	1390	\$21.00	\$ 29,190.00
L	2" Asphalt Top Course	SY	1390	\$14.00	\$ 19,460.00
M	8' Vinyl Fence	LF	168	\$30.00	\$ 5,040.00
N	3-Rail Cedar Post Fence	LF	560	\$25.00	\$ 14,000.00
O	Shade Trees	UNIT	14	\$150.00	\$ 2,100.00
P	Leyland Cypress Buffer	UNIT	12	\$100.00	\$ 1,200.00
Q	Manhattan Euonymus Buffer	UNIT	28	\$100.00	\$ 2,800.00
R	Street Signs	LS	1	\$1,000.00	\$ 1,000.00
S	Traffic Line Striping	LF	275	\$2.00	\$ 550.00
T	Monuments	UNIT	4	\$1,200.00	\$ 4,800.00
				BASE TOTAL	\$ 335,400.00
				110% OF BASE TOTAL	\$ 368,940.00
				10% OF BASE TOTAL	\$ 33,540.00

**FIRST INDEMNITY OF AMERICA INSURANCE COMPANY**  
**119 Littleton Road**  
**Parsippany, New Jersey 07054**  
**(973) 402-1200 Fax (973) 402-0770**

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

First Indemnity of America Insurance Company ("the Surety"), on the attached bond, hereby certifies the following:

1. The Surety meets the applicable capital and surplus requirements of R.S. 17.17-6 or R.S. 17.17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
2. The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, is in the amount set forth on the annexed sheet, which said amount has been certified and is on file with the New Jersey Department of Insurance as required by law. Copies of the Annual Statement reflecting such information are on file with the New Jersey Department of Insurance and may be obtained from that agency.
3. The amount of the bond to which this statement and certification is attached is \$ 368,940.00.
4. The bond annexed hereto may be reinsured pursuant to treaties of reinsurance between First Indemnity of America Insurance Company and any of the reinsurers set forth in Schedule F, Parts (1) (2) (3) and (4) of the Annual Statement for First Indemnity of America Insurance Company for the year ended December 31, 2014, as on file with the New Jersey Department of Insurance.
5. The Surety certifies that each reinsurer referred to in Item (5) satisfies the credit for reinsurance requirement established by law as of the date on which the bond to which this statement and certification is attached shall have been issued.

## CERTIFICATION

(To be completed by an authorized certifying agent for each surety on the bond.)

I, Lisa F. McIlvaine as ATTORNEY-IN-FACT for First Indemnity of America Insurance Company, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true and acknowledge that if any of those statements are false, this bond is voidable.

Lisa F. McIlvaine  
Signature

Lisa F. McIlvaine  
Print Name

ATTORNEY-IN-FACT  
Title

## SURETY ACKNOWLEDGMENT

State of New Jersey

County of Morris

On this 16th day of December 2015, before me personally came Lisa F. McIlvaine to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of First Indemnity of America Insurance Company the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolution thereof.



Notary Public

CHRISTINA G. VANLENTEN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March 23, 2016

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My commission expires

FIRST INDEMNITY OF AMERICA  
INSURANCE COMPANY

119 Littleton Road Parsippany, New Jersey 07054  
Telephone: (973) 402-1200

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint: David H. Page, Gregory A. Frankel, Larry J. Chasin, Rachelie Hadden, Lisa F. McIlvaine, Christina Van Lenten, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company, NOT TO EXCEED SEVEN HUNDRED FIFTY THOUSAND DOLLARS FOR ANY BOND OR CONTRACT PRICE.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 20<sup>th</sup> day of March, 2012.



*Patrick J. Lynch*  
Patrick J. Lynch, President

STATE OF NEW JERSEY )  
COUNTY OF MORRIS ) ss:

On this 20th day of March, 2012, before me came the above named officer of First Indemnity of America Insurance Company of New Jersey, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.



*Frances A. Frazzano*  
Frances A. Frazzano  
Notary Public, State of New Jersey  
My term expires on May 10, 2017

CERTIFICATE

Excerpts of Resolutions (Article V, Paragraph 5, of the By-Laws of said Company) adopted by the Board of Directors of the First Indemnity of America Insurance Company of the State of New Jersey, March 20, 2012.

RESOLVED, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 16<sup>th</sup> day of December, 2015.



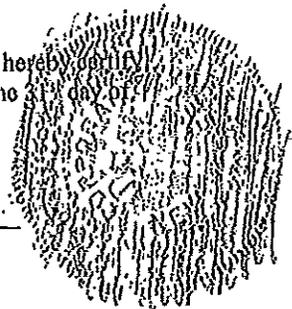
*Jane E. Lynch*  
Jane E. Lynch, Secretary

**FIRST INDEMNITY OF AMERICA INSURANCE COMPANY**  
**119 Littleton Road**  
**Parsippany, NJ 07054**  
**STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 2014**

<b>Assets:</b>		
Bonds	\$	1,112,014
Preferred & Common Stocks		4,149,193
Real Estate		1,340,593
Cash and Short Term Investments		696,949
Investment Income Due and Accrued		14,436
Premiums in the Course of Collection (under 90 days)		283,370
Reinsurance Recoverable on Loss and LAE Payments		-
Deferred Tax Asset		412,144
Other Assets		-
		<hr/>
<b>Total Admitted Assets</b>	<b>\$</b>	<b>8,008,699</b>
		<hr/>
<b>Liabilities and Surplus:</b>		
Reserve for Loss and Loss Adjustment Expenses		170,722
Other Expenses		216,756
Taxes Licenses and Fees		136,590
Unearned Premium		1,676,157
Funds Held Under Reinsurance Treaties		-
Amounts Withheld or Retained for Others		-
Ceded Reinsurance Balances Payable		15,563
Liability for Unauthorized Reinsurers		-
		<hr/>
<b>Total Liabilities</b>		<b>2,215,788</b>
<b>Capital &amp; Surplus:</b>		
Common Stock, Paid Up	3,500,000	
Paid In and Contributed Surplus	480,945	
Unassigned Surplus	<u>1,811,966</u>	
<b>Surplus as Regards to Policyholders</b>		<u>5,792,911</u>
<b>Total Liabilities and Surplus</b>	<b>\$</b>	<b>8,008,699</b>
		<hr/>

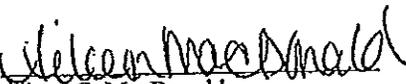
I, Glenn A. Runne, Chief Financial Officer of First Indemnity of America Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December, 2014, according to the best information, knowledge, and belief.

  
 \_\_\_\_\_  
 Glenn A. Runne  
 Chief Financial Officer



State of New Jersey)  
 County of Morris) SS:  
 Subscribed and sworn to, before me, a Notary Public of the State of New Jersey in the Township of Parsippany,  
 Troy Hills, this 31st day of December, 2014.

**AILEEN G. MACDONALD**  
 Notary Public  
 State of New Jersey  
 My Commission Expires Dec. 18, 2019

  
 \_\_\_\_\_  
 Aileen G. MacDonald  
 My Commission Expires December 18, 2019



The Hamilton Group, LLC

3 Wing Drive  
 Cedar Knolls, NJ 07927-  
 Phone : 973-292-2292 Fax : 973-292-2443

165 W Crescent Ave, LLC  
 Korczak Zdzislaw  
 4 Rosario Ct.  
 Saddle Brook, NJ 07662

<b>INVOICE #</b> 115504		Page 1
ACCOUNT NO. 165WC-1	OP LI	DATE 12/16/15
Subdivision Bond		
POLICY # FP0022657		
COMPANY FIA Insurance Company		
PRODUCER David Page Sr.		
EFFECTIVE 12/16/15	EXPIRATION 12/16/17	BALANCE DUE ON 12/16/15
AMOUNT PAID	AMOUNT DUE \$ 9,224.00	

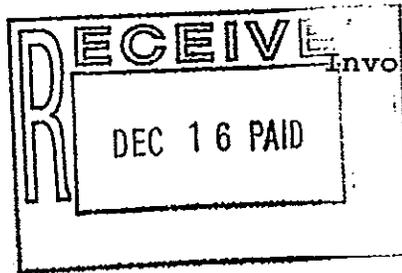
\*\*\* PLEASE RETURN TOP PORTION WITH REMITTANCE \*\*\*

Itm #	Eff Date	Trn Type	Description	Amount
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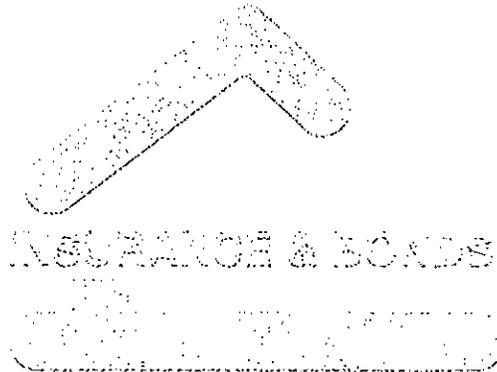
INVOICE # 115504

702862 12/16/15 NEW BSUB Borough of Allendale - Sub Div \$ 9,224.00

Bond Amt: \$368,940.00



Invoice Balance: \$ 9,224.00



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

DATE: 03/24/2016

RESOLUTION# 16-121

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan						✓
McSwiggan		✓	✓			
Sasso			✓			
Strauch	✓		✓			
Wilczynski			✓			
Mayor White	---	---				

**Support to Deny Parole for Christopher Righetti**

**WHEREAS**, on August 31, 1976, Kim Montelaro, a resident of New Milford, Bergen County, then 20 years old, was forcibly abducted, brutally assaulted and murdered by repeat offender, Christopher Righetti; and

**WHEREAS**, Christopher Righetti, Prisoner #59431, is currently incarcerated for the killing of Kim Montelaro; and

**WHEREAS**, Christopher Righetti has gone many times before the Parole Board of Northern State Prison. His release was denied each time, as the parole board found that Christopher Righetti was unwilling to take responsibility for abducting, assaulting, and murdering Kim Montelaro; and

**WHEREAS**, Christopher Righetti has never shown any remorse for his crime and has made no substantial progress in addressing the issues that led him to murder Kim Montelaro and has demonstrated a substantial risk for recidivism; and

**WHEREAS**, Kim's family should not be made to relive this horrible crime every few years when there is a parole hearing. They are forced to travel long distances from their current residence in Florida each time there is a parole hearing for their daughter's killer. They continue to suffer unnecessarily on Christopher Righetti's account; and

**WHEREAS**, in addition to the efforts of the Montelaro Family, the Borough of Allendale hereby supports the position that Christopher Righetti should not be granted parole and should select a date at least 35 years from now. The abduction, rape, and murder of an innocent young woman is a serious crime that demands justice; and the family of Kim Montelaro should be given the peace of mind knowing that their daughter's murderer will remain behind bars for the rest of his life, as ordered by court.

**NOW, THEREFORE, BE IT RESOLVED** that Borough of Allendale hereby abides by the conclusion that Christopher Righetti be denied parole and be made to

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

**DATE: 03/24/2016**

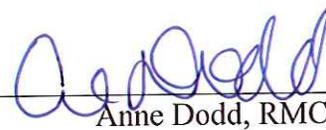
**RESOLUTION# 16-121**

service out his life sentence, otherwise this creates a grave injustice to the family of Kim Montekari as well as to society.

**BE IT FURTHER RESOLVED** that a copy of this resolution shall be sent to the Bergen County Police Chiefs Association, the New Jersey PBA, the Office of the Bergen County Prosecutor, Keep NJ Safe, and to Chairman James T. Plousis of the New Jersey State Parole Board.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 24, 2016.



Anne Dodd, RMC  
Municipal Clerk

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

**DATE: 03/24/2016**

**RESOLUTION# 16-122**

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan						✓
McSwiggan		✓	✓			
Sasso			✓			
Strauch	✓		✓			
Wilczynski			✓			
Mayor White	---	---				

**Appointment of Full-Time Administrative Secretary**

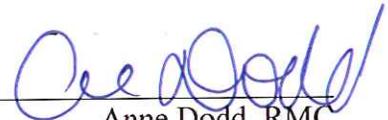
**Whereas**, a need for a full-time Administrative Secretary in the Allendale Police Department exists due to a retirement;

**Now, Therefore Be It Resolved** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, upon recommendation of the Chief of Police, that Diana Bradley is hereby appointed as full-time Administrative Secretary of the Allendale Police Department effective April 1, 2016 at an annual salary of \$35,000; and

**Be It Further Resolved** that the Mayor, the Chief Financial Officer, Municipal Clerk and the Borough Attorney are authorized to take all appropriate actions so as to implement this Resolution.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 24, 2016.

  
Anne Dodd, RMC  
Municipal Clerk

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

DATE: 03/24/2016

RESOLUTION# 16-123

Council	Motion	Second	Yes	No	Abstain	Absent
<b>Bernstein</b>			✓			
<b>Homan</b>						✓
<b>McSwiggan</b>		✓	✓			
<b>Sasso</b>			✓			
<b>Strauch</b>	✓		✓			
<b>Wilczynski</b>			✓			
<b>Mayor White</b>	---	---				

Authorizing Recycling Tonnage Grant Application

**Whereas**, the Mandatory Source Separation and Recycling Act, P.L. 1987, c. 102, has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and,

**Whereas**, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and,

**Whereas**, the New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and,

**Whereas**, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and,

**Whereas**, a resolution authorizing this municipality to apply for the 2015 Recycling Tonnage Grant will memorialize the commitment of this municipality to recycling and to indicate the assent of the Mayor and Council of the Borough of Allendale to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and,

**Whereas**, such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

**Now, Therefore, Be It Resolved** by the Mayor and Council of the Borough of Allendale that they hereby endorse the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection and that they designate Robert Culvert to ensure that the application is properly filed; and,

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

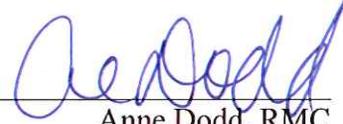
**DATE: 03/24/2016**

**RESOLUTION# 16-123**

**Be It Further Resolved** that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 24, 2016.



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Anne Dodd, RMC  
Municipal Clerk