

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

DATE: 01/28/2016

RESOLUTION# 16-66

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 January 28, 2016 in the amounts of:

Current Fund	\$2,182,260.12
Capital	\$102,099.11
Housing Trust	\$890.00
Improvement & Beautification	\$0.00
Trust Fund	\$780.00
Dog Fund	\$0.00
Recycling Trust	\$2,539.00
Water Capital	\$0.00
Unemployment	\$5,372.01
Payroll	\$0.00

TOTAL **\$2,293,940.24**

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 28, 2016.



Anne Dodd, RMC
Municipal Clerk

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

DATE: 01/28/2016

RESOLUTION# 16-67

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

Bergen County Law Enforcement Mutual Aid Resolution

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

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

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

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

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

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

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

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RESOLUTION# 16-67

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 28, 2016.



Anne Dodd, RMC
Municipal Clerk

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

DATE: 01/28/2016

RESOLUTION# 16-68

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

Appointment of Tax Appeal Attorney

Whereas, the Borough of Allendale requires the service of a Tax Appeal Attorney for the calendar year 2016; and,

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

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

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

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

Now, Therefore, Be It Resolved by the Mayor and Council of the Borough of Allendale that the following appointment be and is hereby made for the year:

Be It Further Resolved that this contract is being awarded as a non-fair and open contract, pursuant to the provisions of NJSA 19:44A-20.5;

Be It Further Resolved that the Business Disclosure Entity Certification and the determination of value be placed on file with this Resolution.

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

DATE: 01/28/2016

RESOLUTION# 16-68

Tax Appeal Attorney JoAnn Riccardi, Esq. of the firm Edward Rogan & Associates

The compensation for the aforesaid position to be established by contract for such services which shall be executed by the professional named herein; and,

Be It Further Resolved that the aforesaid appointment was made without competitive bidding under the provisions of NJSA 40A:11-5(1)(a) which excepts from competitive bidding Professional Services rendered by persons authorized by law to practice a recognized profession and whose practice is regulated by law; and,

Be It Further Resolved that the appropriate Borough Officials be and they are hereby authorized to execute contracts with the professional named herein for the services to be rendered; and,

Be It Further Resolved that the compensation to be paid for the professional named herein shall not exceed the budget appropriation for such services unless properly ordained in accordance with law; and,

Be It Further Resolved that a copy of this resolution be filed with the Borough Clerk and made available for inspection and that a brief notice of the passage thereof be published in The Record within ten days of the passage as required by law.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 28, 2016.



Anne Dodd, RMC
Municipal Clerk

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

DATE: 01/28/2016

RESOLUTION# 16-69

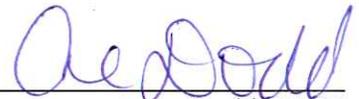
Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan			✓			
McSwiggan			✓			
Sasso	✓		✓			
Strauch		✓	✓			
Wilczynski			✓			
Mayor White	---	---				

Appointment of Reviewers of Tax Appeal Litigation

Whereas, the Borough of Allendale is involved in certain tax appeal litigation for the year 2016.

Now, Therefore, **Be It Resolved**, by the Governing Body for good cause that JoAnn Riccardi, Esq. of the firm Edward Rogan and Associates and the Tax Assessor be and they are hereby authorized to review all such assignments and to file counterclaims which, in their reasonable discretion, they deem necessary and appropriate to protect the Borough's interest.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 28, 2016.



Anne Dodd, RMC
Municipal Clerk

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

DATE: 01/28/2016

RESOLUTION# 16-70

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

Authorize Purchase of 2016 Ford Pickup Truck

WHEREAS, the Department of Public Works needs to purchase a new vehicle for the department; and

WHEREAS, the Director of Operations of the Department of Public Works has investigated the options to purchase a vehicle under a New Jersey State Bid contract; and

WHEREAS, after evaluating the options for the a purchase of a new vehicle, the Director of Operations has recommended purchasing a 2016 Ford Pickup Truck; and

WHEREAS, the New Jersey Public Contracts Law, N.J.S.A. 40A:11-12, permits municipalities to purchase goods and services without advertising for bids, from companies under any contract or contracts for such goods or services entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury, commonly referred to as "State Bid Contracts"; and

WHEREAS, a 2016 Ford Pickup Truck, qualifies to be purchased using State Bid Contract #A88758, T2101, from Chas S Winner Inc d/b/a Winner Ford in Cherry Hill, NJ, at a cost of \$28,869.00, a copy of a quotation being attached; and

WHEREAS, the Chief Financial Officer has advised that funding is available for this purchase.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Allendale that it hereby authorizes Ronald Kistner, Director of Operations, of the Department of Public Works to contract for the purchase a 2016 Ford Pickup Truck, under State Bid Contract #A88758, T2101 from Chas S Winner Inc d/b/a Winner Ford in Cherry Hill, NJ, at a cost of \$28,869.00.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 28, 2016.


 Anne Dodd, RMC
 Municipal Clerk



(856) 427-2796 Phone

(856) 428-4718 Fax

**2016 FORD F350 4WD PICKUP TRUCKS
STATE OF NEW JERSEY/CONTRACT A88758, T2101**

1/4/16

Borough of Allendale

Dan Richards

201 818 4413 X109

Standard equipment per specifications

6.2L V8 gas flex fuel engine 316 HP, 397 ft-lb torque with 6 speed automatic transmission Tilt and telescoping steering wheel, intelligent oil life monitor

AM/FM stereo radio with 2 speakers and clock, dual air bags

Airbags, frontal driver & passenger, side impact and side air curtains

Safety canopy, trailer sway control, Advance Trac w/roll stability control

4 wheel power ABS brakes, front and rear disc, power steering

Mono-beam front axle with coil springs, 35 gallon fuel tank (8 foot bed)

Manual floor mounted transfer case with manual locking hubs (4x4)

155-amp HD alternator (gas), 650 CCA battery (gas)

LT245/75Rx17E BSW all season tires, includes spare

17" argent painted steel wheels with center hub, tire pressure monitor system

Painted front and rear bumpers, rear bumper is step type (pickup bed application only)

Black painted grille, solar tinted glass, air conditioning

Manual telescoping trailer tow mirrors with manual glass

Halogen headlamps, 2 front frame mounted tow hooks

Full width vinyl 40/20/40 bench seat with manual recline adjustment

Door trim-armrest/grab handle & reflector, black vinyl floor covering

11.5" day/night rearview mirror, SecurILock anti-theft ignition

Tachometer, speedometer, oil pressure, transmission temp, engine temp, and fuel gauge

Black cluster w/black gauges w/white graphics and one button message center with odometer, trip odometer, distance to empty, average fuel economy and engine hour meter

Interval windshield wipers, power point, standard XL trim

3 year or 36,000 mile basic, 5 yr or 60,000 mile Powertrain Warranty

Regular cab 4 wheel drive Ford, Green GEM W6

\$23,669.00

Dual or Single Rear wheel

8" Plow Western

\$4525.00

Shadow Black G1, Caribou H5, Magnetic J7, Blue Jeans N1, Race Red PQ, Ingot Silver UX, Green Gem W6, Oxford White Z1

Options

Retail

4x2/4x4 996 6.2L 3-Valve SOHC EFI Triton V-8	Std.
X3E Axle, Limited Slip (Ratio 3.73)	390.00
TDX LT275/70Rx18E BSW AT	165.00
Vinyl 40/20/40 Split Bench (Regular Cab)	Std
592 Clearance Lights, Roof	55.00
54F Mirrors, Power Telescope Power Glass T-Tow (XLT)	165.00
17X 4X4 Off-Road Package	295.00
66S Upfitter Switches (4)	125.00
67D 200 Amp Alternator	75.00
473 Snow Plow Package	85.00
52B TowCommand Integrated Trailer Brake Controller	270.00
85G Tailgate Step	375.00
85S Tough Bed Spray-in bedliner	495.00
76C Exterior Back-up Chime	125.00
53C 12.5K Trailer hitch	295.00
96P XL Appearance Package	945.00
90L Power Equip Group on XL	895.00
18B Cab Steps (w/ Regular Cab)	320.00
433 Window, Manual Sliding Rear (XL	125.00

Total \$33,394.00

28,869 - no plow
8 1/2 pro plus plow 4,995
33,864 with plow

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

DATE: 01/28/2016

RESOLUTION# 16-71

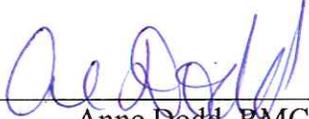
Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan			✓			
McSwiggan			✓			
Sasso	✓		✓			
Strauch		✓	✓			
Wilczynski			✓			
Mayor White	---	---				

Authorization to Advertise Bid Specifications for Tennis Court Renovation Project

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 project Tennis Court Renovation Project; 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 January 28, 2016.



Anne Dodd, RMC
Municipal Clerk

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

DATE: 01/28/2016

RESOLUTION# 16-72

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

**Approval of 2016 Interlocal Service Agreement With
Waldwick for Well Child Care Services through the Waldwick Well-Baby Clinic**

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

Whereas, the Waldwick Board of Health is able to provide Well Child Services as mandated by the Public Health Council of the State of New Jersey; and

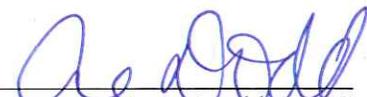
Whereas, the Waldwick Board of Health has agreed to provide Well Child Services for the 2016 Calendar year in the amount of a one time \$125 administrative fee and a \$35 per child per visit fee and a \$20 per child fee for immunizations only, to be billed directly by the medical provider; and,

Whereas, the Chief Financial Officer has certified that there are sufficient funds available for this contract;

Now, Therefore, Be It Resolved by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approves the contract between the Borough of Allendale and the Waldwick Board of Health; and,

Be It Further Resolved, that the Mayor and Municipal Clerk be and they are hereby authorized to sign said contract.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 28, 2016.


 Anne Dodd, RMC
 Municipal Clerk



Office of the Borough Administrator
Administration Building
63 Franklin Turnpike • Waldwick, New Jersey 07463

Andrew A. Tatarenko
Borough Administrator

Phone 201.652.5300 Ext. 227
Fax 201.652.4143

January 13, 2016

Allendale Board of Health
Attn: Jean
500 W Crescent Ave
Allendale NJ 07401

Dear Participating Member:

Please find enclosed two copies of the Interlocal Service Agreement to provide health services through the Waldwick Well-Baby Clinic.

Have both copies signed and return them to me at your earliest convenience. I will return a fully executed agreement for your files.

Sincerely,

Marc Seemon
Assistant Borough Administrator

(D)

MAYOR AND COUNCIL
of the
BOROUGH OF WALDWICK
Bergen County

RESOLUTION

Execute 2016 Interlocal Agreement with Allendale, Franklin Lakes, Ho-Ho-Kus, Mahwah,
Midland Park, Oakland, Upper Saddle River, and Wyckoff for Well Child Care Services

January 12, 2016

BE IT RESOLVED by the Mayor and Council of the Borough of Waldwick that the Mayor is hereby authorized to execute an interlocal agreement with the Borough of Allendale, Borough of Franklin Lakes, Borough of Ho-Ho-Kus, Township of Mahwah, Borough of Midland Park, Borough of Oakland, Borough of Upper Saddle River, and the Township of Wyckoff pertaining to the provision of Well Child Care Services by the Borough of Waldwick for the 2016 calendar year.

Moved by Mr. Furrone

Seconded by Mrs. Dellavechia

Mayor	Yes	No	Councilperson	Yes	No	Councilperson	Yes	No	Councilperson	Yes	No
Giordano			Bjork			Dellavechia	✓	✓	Oravetz	✓	
			Brennecke	✓		Farricker	✓		Sciolaro	✓	

Attest: Paula M. Jaegge
Paula M. Jaegge, Borough Clerk

Approved: Thomas A. Giordano
Thomas A. Giordano, Mayor

CERTIFICATION

CERTIFIED TO BE A TRUE COPY OF A RESOLUTION
PASSED, APPROVED AND ADOPTED BY THE MAYOR
AND COUNCIL OF THE BOROUGH OF WALDWICK ON

January 12, 2016
Paula M. Jaegge
PAULA M. JAEGBE
MUNICIPAL CLERK

INTERLOCAL SERVICE AGREEMENT

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

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

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

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

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

4. The Waldwick Well-Baby Clinic shall provide the foregoing services in accordance with the minimum standards of performance for local Boards of Health in New Jersey as stipulated and mandated by State regulations as set forth in New Jersey Administrative Code, Title 8-Chapter 52, as set forth by the Public Health Council of the New Jersey State Department of Health.
5. In consideration of the services to be performed herein, Allendale shall be assessed a one-time administrative fee of \$125, payable upon execution of the contract, a \$35 per child fee for examinations, and a \$20 per child fee for immunizations only, to be billed directly by the medical provider.
6. This Agreement shall become effective upon adoption of the respective Resolutions of Allendale and Waldwick and Resolutions of the respective Boards of Health. This Contract shall remain in full force and effect from date of execution until December 31, 2016.

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

ATTEST:

Anne Dodd
Anne Dodd
Borough Clerk

BOROUGH OF ALLENDALE

By: [Signature]
Mayor

BOARD OF HEALTH
BOROUGH OF ALLENDALE

By: _____
President

ATTEST:

BOROUGH OF WALDWICK

By: _____
Thomas A. Giordano, Mayor

ATTEST:

Paula M. Jaegge,
Borough Clerk

BOARD OF HEALTH
BOROUGH OF WALDWICK

By: _____
Carlo Lupano, President

ATTEST:

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

DATE: 01/28/2016

RESOLUTION# 16-73

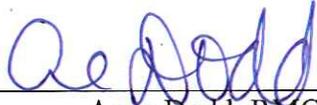
Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan			✓			
McSwiggan			✓			
Sasso	✓		✓			
Strauch		✓	✓			
Wilczynski			✓			
Mayor White	---	---				

Refund of Tax Overpayment

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

Block/ Lot	Name	Property Location	Amount
511/5.20	Herrera, Karen 29 Sawyer Court Allendale, NJ 07401	29 Sawyer Court	\$5,460.33

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 28, 2016.


 Anne Dodd, RMC
 Municipal Clerk

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

DATE: 01/28/2016

RESOLUTION# 16-74

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

County Board Judgment

BE IT FURTHER RESOLVED, by the Council of the Borough of Allendale that the Tax Collector is hereby authorized to reduce the 2015 tax levy and issue the following overpayment due to a 2015 County Board Judgment on an Added Assessment:

1502/7

Sica, Michael J.
86 Frost Court
Wyckoff, NJ 07481

\$753.20

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 28, 2016.



Anne Dodd, RMC
Municipal Clerk

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

DATE: 01/28/2016

RESOLUTION# 16-75

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

Award of Contract for Allendale Library Door ADA Project to Superior Glass

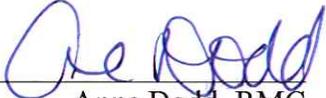
Whereas, the Borough received a 2012 CDBG to make the doors in Allendale's Lee Memorial Library ADA compliant; and

Whereas, quotations and pricing were sought by the Borough's Director of Operations;

Now, Therefore, Be It Resolved by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that a contract for ADA compliant doors and all other related materials and labor necessary to properly install such doors be awarded to Superior Glass & Metal LLC, 445 West Main Street, Wyckoff, New Jersey 07481 in the amount of \$17,800.00.

Be It Further Resolved that the solicitation of quotes record be kept on file with the award of contract in the Municipal Clerk's office and that the Mayor is authorized to execute said contract.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 28, 2016.



Anne Dodd, RMC
Municipal Clerk

Michelle Ryan

From: Ron Kistner
Sent: Thursday, January 14, 2016 3:15 PM
To: CMansmann@co.bergen.nj.us; Esposito, Robert; Drakes, Angela
Cc: Liz White; Amy Wilczynski; Tatiana Marquis; Michelle Ryan
Subject: Allendale Library Door ADA project - 2012 Grant
Attachments: scan0204.pdf

Importance: High

Hello Everyone,

In regards to the above referenced project please find the attached items:

- The specifications that were given to the (3) three contractors who put in proposal to the project
- Copies of the (3) three bids that were received
 - Superior Glass = \$17,800
 - Hudson Glass = \$25,,875
 - Elliot Glass = \$21,500
- Due to the fact that Superior Glass had the best price & I checked with a few real estate property managers whom Superior done work for, and they gave them excellent reviews I have requested that the Allendale Mayor & Council do a resolution (01/28/16 meeting) awarding the project to Superior Glass.
- I will forward to you in a separate e-mail the specifications of the doors that will be getting installed
- I am meeting with the Borough of Allendale's Purchasing agent next Tuesday for the purpose of him confirming that the process was done correctly. Is there anything else I need from our purchase agent?
- Finally please let me know when you would like to do the pre-construction meeting, and I will take care of making the necessary arraignments.

Thank you again for all of your help & understanding in regards to this project.

PS: Robert congratulations on your appointment at last night's Freeholders meeting. I attended the Mayors matters meeting at MetLife this morning, and it was an excellent event.

Ron Kistner
Administrative Officer &
Director of Operations &
Acting Principal Public Works Manager
100 New Street
Allendale, NJ 07401
Office 201-818-4411
Fax 201-236-3176

Your message is ready to be sent with the following file or link attachments:

scan0204.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

-
- 1) Remove old wood doors, one pair at exterior rear and one pair interior with sidelite.
 - 2) Furnish and install new aluminum entrance Rebeco narrow stile doors with 10" bottom rail, 1 1/2 pair butt hinges per leaf, 2" horizontal rails, standard maximum security deadlocks with cylinders, standard flush bolts and standard aluminum saddles.
 - 3) One door of each pair to have Besam power operators SW200i units complete with push plate controls. One exterior pair to have offset door size 36" and the other to meet State Code and utilize the entire opening when needed.
 - 4) All aluminum to have white painted finish.
 - 5) All glass to be 1" clear tempered with internal muntins and 1" double faced panel at lower portion of doors.
 - 6) All perimeter caulking in stock color at our work only.

All for the sum of \$.

We do not include the following:

- 1) Cleaning and protection of glass and metal.
- 2) Replacement of glass broken by others after our installation.
- 3) Remedial work which may be needed around interior and exterior openings.

Superior Glass & Metal LLC

445 West Main Street
Wyckoff, N.J. 07481
Phone 201-560-0500 Fax 201-560-0506
Email: info@superiorglass.org

November 5, 2015

Borough of Allendale
500 W. Crescent Avenue
Allendale, NJ 07401

Re: Allendale Public Library
Allendale, NJ

Attn: Ron Kistner

We propose to:

- 1) Remove old wood doors, one pair at exterior rear and one pair interior with sidelite.
- 2) Furnish and install new aluminum entrance Rebco narrow stile doors with 10" bottom rail, 1 ½ pair butt hinges per leaf, 2" horizontal rails, standard maximum security deadlocks with cylinders, standard flush bolts and standard aluminum saddles.
- 3) One door of each pair to have Besam power operators SW200i units complete with push plate controls. One exterior pair to have offset door size 36" and the other to meet State Code and utilize the entire opening when needed.
- 4) All aluminum to have white painted finish.
- 5) All glass to be 1" clear tempered with internal muntins and 1" double faced panel at lower portion of doors.
- 6) All perimeter caulking in stock color at our work only.

All for the sum of \$17,800.00

We do not include the following:

- 1) Cleaning and protection of glass and metal.
- 2) Replacement of glass broken by others after our installation.
- 3) Remedial work which may be needed around interior and exterior openings.

Sincerely,

Joseph Zisa
Joseph Zisa



HUDSON UNITED GLASS & WINDOW CORP

P.O. Box 2146 South Hackensack, NJ 07606
 PHONE 201-440-3937 / FAX 201 440-1876
 476 HUDSON ST HACKENSACK, NJ 07601

QUOTATION

Date	Quote Number
10/30/2015	5510

Borough of Allendale
 500 West Crescent Avenue
 Allendale, NJ 07401
 Attn: Ron Kistner

[Empty box]

Description	Total
<p>Re: Library Entrances Base bid: \$25,875.00</p> <p>Material and installation of the following:</p> <p>1. Main entrance: One single aluminum door and frame, finish to be manufacturers standard white painted. Door to be narrow stile with horizontal muntin. Glass to be 1" clear tempered insulated units with grids. Hardware to be in clear anodized finish, surface closer, butt hung, horizontal muntin in door, Adams Rite M/S lock, standard push/pull, 8" mill aluminum saddle, 10" bottom rails. Frame to be 1 3/4 x 4 1/22 aluminum tubular members. Removal of existing included</p> <p>2. Lobby entrance: one pair of doors, same as above, framing and glass also same. Additional items, top and bottom flush bolts on inactive leaf, and 4" mill aluminum saddle in door opening.</p> <p>One door on each entrance to have a Besam Series SW200 automatic door opener with wireless pads.</p> <p>EXCEPTIONS: No security devices or keyed entry. Some patch up work will be necessary. This would be by others. No cleaning, breakage or protection.</p> <p>Deposit required 50%</p> <p>Sales Tax</p>	<p style="text-align: right;">25,875.00T</p> <p style="text-align: right;">0.00</p>
Total	\$25,875.00

Acceptance: _____

Hudson United Glass: *Frank Habes*

Tatiana Marquis

From: Ron Kistner
Sent: Tuesday, December 15, 2015 1:29 PM
To: Tatiana Marquis
Subject: FW: Allendale Library Door Project

fyi

From: Kevin [mailto:elliottglassco@verizon.net]
Sent: Tuesday, December 15, 2015 9:22 AM
To: Ron Kistner <ronkistner@Allendalenj.gov>
Subject: Re: Allendale Library Door Project

Ron,

Supply and install as per print \$21500.00

Kevin

On 12/14/2015 2:47 PM, Ron Kistner wrote:

Hello Kevin,

I have to award this job tomorrow, so if are interested in submitting a proposal I will need by 12 Noon tomorrow.

Thank you

*Ron Kistner
Administrative Officer &
Director of Operations &
Acting Principal Public Works Manager
100 New Street
Allendale, NJ 07401
Office 201-818-4411
Fax 201-236-3176*

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

DATE: 01/28/2016

RESOLUTION# 16-76

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

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF ALLENDALE, IN THE COUNTY OF BERGEN, NEW JERSEY, COVENANTING TO COMPLY WITH THE PROVISIONS OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, APPLICABLE TO THE EXCLUSION FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES OF INTEREST ON OBLIGATIONS ISSUED BY THE BOROUGH OF ALLENDALE AND AUTHORIZING THE MAYOR, BOROUGH CLERK, CHIEF FINANCIAL OFFICER AND OTHER BOROUGH OFFICIALS TO TAKE SUCH ACTION AS THEY MAY DEEM NECESSARY OR ADVISABLE TO EFFECT SUCH COMPLIANCE AND DESIGNATING A \$1,195,250 BOND ANTICIPATION NOTE, DATED JANUARY 29, 2016, PAYABLE JANUARY 27, 2017, AS A "QUALIFIED TAX-EXEMPT OBLIGATION" PURSUANT TO SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

WHEREAS, the Borough of Allendale, in the County of Bergen, New Jersey (the "Borough") from time to time issues bonds, notes and other obligations, the interest on which is excluded from gross income for Federal income tax purposes, and desires to take such action as may be necessary or advisable to establish and maintain such exclusion; and

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

DATE: 01/28/2016

RESOLUTION# 16-76

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), contains provisions with respect to the exclusion from gross income for Federal income tax purposes of interest on obligations, including provisions, among others, which require issuers of tax-exempt obligations, such as the Borough to account for and rebate certain arbitrage earnings to the United States Treasury and to take other action to establish and maintain such Federal tax exclusion; and

WHEREAS, the Borough desires to designate a \$1,195,250 Bond Anticipation Note, dated January 29, 2016, payable January 27, 2017 (the "Note"), as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Code;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Allendale, in the County of Bergen, New Jersey, as follows:

SECTION 1. The Borough Council hereby covenants on behalf of the Borough, to the extent permitted by the Constitution and the laws of the State of New Jersey, to do and perform all acts and things permitted by law and necessary to assure that interest paid on bonds, notes or other obligations of the Borough (including the Note) be and remain excluded from

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

DATE: 01/28/2016

RESOLUTION# 16-76

gross income of the owners thereof for Federal income tax purposes pursuant to Section 103 of the Code.

SECTION 2. The Mayor, Borough Clerk, Chief Financial Officer and the other officials of the Borough are hereby authorized and directed to take such action, make such representations and give such assurances as they may deem necessary or advisable to effect compliance with the Code.

SECTION 3. The Note is hereby designated as a "qualified tax-exempt obligation" for the purpose of Section 265(b)(3) of the Code.

SECTION 4. It is hereby determined and stated that (1) said Note is not a "private activity bond" as defined in the Code and (2) the Borough and its subordinate entities, if any, do not reasonably anticipate issuing in excess of \$10 million of new money tax-exempt obligations (other than private activity bonds) during the calendar year 2016.

SECTION 5. It is further determined and stated that the Borough has not, as of the date hereof, issued any tax-exempt obligations (other than the Note) during the calendar year 2016.

SECTION 6. The Borough will, to the best of its ability, attempt to comply with respect to the limitations on

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

DATE: 01/28/2016

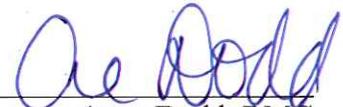
RESOLUTION# 16-76

issuance of tax-exempt obligations pursuant to Section 265(b)(3) of the Code; however, said Borough does not covenant to do so, and hereby expressly states that a covenant is not made hereby.

SECTION 7. The issuing officers of the Borough are hereby authorized to deliver a certified copy of this resolution to the original purchaser of the Note and to further provide such original purchaser with a certificate of obligations issued during the calendar year 2016 dated as of the date of delivery of the Note.

SECTION 8. This resolution shall take effect immediately upon its adoption.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 28, 2016.



Anne Dodd, RMC
Municipal Clerk

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

DATE: 01/28/2016

RESOLUTION# 16-77

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

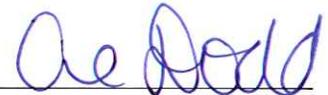
Appointment of Property Maintenance Officer

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

Now, Therefore, **Be It Resolved** that Michael Limitola is hereby appointed to the aforementioned position to be effective February 1, 2016 at a salary of \$20/hour, not to exceed 15 hours per week, for a term to expire December 31, 2016.

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 28, 2016.



Anne Dodd, RMC
Municipal Clerk

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

DATE: 01/28/2016

RESOLUTION# 16-78

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

**Resolution Authorizing the Execution of the Agreement
With Eastern Christian Children's Retreat**

WHEREAS, the Borough of Allendale ("Borough"), pursuant to its obligations under the provisions of the New Jersey Fair Housing Act and rules, regulations and other laws relating to same (the "FSHA"), seeks to enter into an agreement with a group home sponsor to provide very low income housing for those with developmental disabilities through an alternate living arrangement affordable housing program, specifically group homes; and

WHEREAS, Eastern Christian Children's Retreat ("Eastern Christian") has, or will, construct, develop and administer such a group home at the property within the Borough known as Block 910, Lot 3 (the "Project"); and

WHEREAS, the Borough desires to satisfy a portion of the aforesaid obligations under the FSHA by entering into an agreement with Eastern Christian whereby Eastern Christian agrees to develop and administer the Project as a group home for the developmentally disabled, as licensed and/or regulated by the N.J. Department of Human Services, for and on behalf of the Borough to satisfy a portion of the Borough's obligation to provide very low-income housing; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the Borough Clerk, be and hereby are authorized to enter into and to execute, on behalf of the Borough, the agreement between Borough and Eastern Christian for the development and administration of the Project, the form of such agreement being attached to this Resolution (the "Agreement"), and that the Mayor, the Borough Clerk and Borough Counsel are further authorized to take all other necessary and proper actions for the execution and implementation of the Agreement.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 28, 2016.

Anne Dodd, RMC
Municipal Clerk

**AGREEMENT BETWEEN EASTERN CHRISTIAN AND THE BOROUGH OF
ALLENDALE FOR THE CONSTRUCTION, DEVELOPMENT AND
ADMINISTRATION OF A LICENSED GROUP HOME FOR THE
DEVELOPMENTALLY DISABLED FOR AFFORDABLE HOUSING CREDIT**

This Agreement ("Agreement") made this ____ day of _____, 2016 between Eastern Christian Children's Retreat (hereinafter designated as "Eastern Christian") a non-profit corporation of the State of New Jersey, located at 700 Mountain Avenue, Wyckoff, NJ 07481, and the Borough of Allendale, a municipal corporation of the State of New Jersey, 500 W. Crescent Avenue, Allendale, New Jersey 07401 (hereinafter designated as the "Municipality").

WITNESSETH:

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

Authority; Obligation

1. This Agreement is made pursuant to the authority contained in the New Jersey Fair Housing Act at N.J.S.A. 52:27D-311.e. and in the Second Round regulations of the New Jersey Council on Affordable Housing ("COAH") at N.J.A.C. 5:93-5.8, whereby a municipality may elect to enter into an agreement with a group home sponsor to provide very low-income housing for those with developmental disabilities through an alternative living arrangements affordable housing program specifically including group homes.
2. Eastern Christian recognizes that the Municipality has a statutory obligation to provide very low-income housing for those with developmental disabilities and that the Municipality has chosen to satisfy a portion of that obligation by entering into the within Agreement with Eastern Christian.
3. Eastern Christian represents that it has the ability and the authority, and that it has purchased Block 910/Lot 3 in the Municipality (the "Site" or

“property”) and it hereby agrees, to construct, develop and administer a five-bedroom group home on the Site (hereinafter referred to as the “Project”). Pursuant to N.J.A.C. 5:93-5.8(b), the unit of COAH credit for group homes shall be the bedroom.

4. Eastern Christian agrees to develop and administer the Project as a group home for the developmentally disabled, as licensed and/or regulated by the New Jersey Department of Human Services (hereinafter designated as “DHS”) for and on behalf of the Municipality in satisfaction of a portion of the Municipality’s obligation to provide very low-income housing consistent with the terms and conditions set out in this Agreement and as the term ‘very low-income’ is defined pursuant to section 4 of P.L. 1985, c.222 (N.J.S.A. 52:27D-304).

Site Selection

5. Eastern Christian has or shall perform all reasonable, ordinary and necessary testing done in connection with the purchase of Block 910/ Lot 3, including, but not limited to engineering or environmental testing as necessary. Eastern Christian shall also perform all necessary title, survey by a licensed surveyor, tax, water and sewer and assessment searches on the property. Eastern Christian shall develop the group home on the property in accordance with Borough and DHS requirements.
6. Eastern Christian shall ensure that all structures on the Site selected are adaptable/accessible pursuant to the provisions of N.J.S.A. 52:27D-123.15, where applicable.
7. Eastern Christian shall comply in all respects with the requirements promulgated by COAH and/or the Superior Court of New Jersey for the

development and administration of group homes for those with developmental disabilities including, but not limited to, full compliance with N.J.A.C. 5:93-5.8, et seq. as well as all rules and regulations promulgated by COAH and the DHS that affect the Project. In addition, Eastern Christian shall prepare any and all required COAH/Court monitoring forms as requested by the Municipality and shall submit such forms to the Municipality for submission to COAH or the Superior Court.

Pre- Construction Review; Construction

8. Prior to construction, the results of all testing, title and inspection/investigations performed shall be forwarded to the Municipality in sufficient time for the Municipality to review and approve of the condition of the Site.
9. In constructing the group home on the site, Eastern Christian shall comply with all State and Municipal construction codes, as well as all other applicable State and Municipal codes/requirements.

Financing; Restrictions

10. Eastern Christian has received capital funding from the Division of Developmental Disabilities ("DDD") of DHS in the amount of \$250,000 to aid in the financing of the construction and development of the proposed group home (see attached DDD Capital Funding Agreement and Annex). Eastern Christian may apply to other funding sources to offset the cost of development, construction and administration of the Project.
11. The DDD Capital Funding Agreement requires Eastern Christian to develop, construct and administer a group home for developmentally disabled residents. The DDD Capital Funding Agreement is for a renewable 20-year

period. Pursuant to this Agreement with the Municipality, Eastern Christian is required to apply to the DDD for an extension of the DDD Capital Funding Agreement pursuant to section 8.02 of the DDD Capital Funding Agreement before the 20-year agreement expires so as to provide a minimum 30-year affordability control period for the group home.

12. The Municipality shall aid Eastern Christian financially, in the amount of \$50,000, in the development of the Project to the extent necessary once all other sources have been committed, provided that (a) the Superior Court approves this Agreement and the Borough's spending plan which includes this group home expenditure and (b) a certificate of occupancy is issued for the group home to be constructed by Eastern Christian on the site.
13. The financial assistance provided by the Municipality in the preceding paragraph shall only be used to assist in the development of the Project, and shall not be used for other related costs (such as operational expenses, etc.). Eastern Christian acknowledges that it is responsible for obtaining and/or providing funds for such other costs.
14. In-lieu of the requirement that Eastern Christian provide an Affordable Housing Deed Restriction on the property, the Municipality shall enter into this Agreement with Eastern Christian to ensure that the group home is maintained as a group home for the developmentally disabled, as licensed and/or regulated by the DHS for and on behalf of the Municipality in satisfaction of a portion of the Municipality's obligation to provide very low-income housing for a minimum period of thirty (30) years from the date the Project receives a certificate of occupancy from the Borough.

15. The Municipality shall rely on this Agreement to be eligible for a rental bonus (pursuant to N.J.A.C. 5:93-5.15), as this Agreement serves as the control on affordability to remain in effect for at least 30 years.
16. Upon expiration of the period of restriction imposed by the DDD Capital Funding Agreement, including any extensions thereto, as long as the group home remains restricted for a minimum of 30 years, Eastern Christian, or the then present owner, shall retain all equity in the home/unit and shall have no further obligation to the Municipality. Notwithstanding the foregoing, the Municipality shall retain the ability to further negotiate with Eastern Christian for an extension of the affordability controls at a future date. This may permit the Municipality to receive additional rounds of affordable housing credit for this group home.

Post-occupancy

17. Eastern Christian shall forward, or cause to be forwarded to the Borough, the original executed DDD Capital Funding Agreement for recording promptly after closing. All instruments that are to be recorded shall be recorded in the office of the Bergen County Clerk, Hackensack, New Jersey.
18. Eastern Christian shall be responsible for payment of all costs and fees associated with this Project's construction and development.
19. Eastern Christian shall be responsible for and comply with all requirements for an affirmative marketing plan as required by DDD.
20. Any Lease or Rental Agreement in connection with Project shall include the following clause in a conspicuous place:

"The Owner's right, title and interest in this property and the use, sale, resale, rental, mortgage, refinance or encumbrance of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in an

agreement between Eastern Christian and the Borough of Allendale dated _____, 2016, which has been recorded in the Office of the Bergen County Clerk and which is also on file with the Borough of Allendale.”

21. The Municipality shall have the right to record this Agreement with the Office of the Bergen County Clerk.
22. Eastern Christian, its successors and assigns, shall provide the Municipality with copies of its annual report each year during the Term of this Agreement, which, as set forth in Paragraph 16 herein, shall be a minimum of 30 years or as long as the Project remains in the Municipality’s housing element and fair share plan. Upon request of the Municipality, Eastern Christian shall permit inspection of the site, property, equipment, buildings and other facilities of the Project by representatives duly authorized by the Municipality. Any such inspection shall be made during reasonable hours of the business day, in the presence of an officer or agent of Eastern Christian, its successors or assigns. The Municipality’s right to conduct such reasonable inspections shall continue so long as Project remains in the Municipality’s affordable housing plan.

Violation, Defaults, and Remedies

23. In the event of a threatened breach of any of the terms of this Agreement by Eastern Christian, the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Municipality, in light of the public policies set forth in the New Jersey Fair Housing Act and the obligation for the provision of very low-income housing. Upon the occurrence of a breach of any of the terms of the Agreement by Eastern Christian, the Municipality

shall have all remedies provided at law or equity, recoupment of any funds from a sale or lease in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

Miscellaneous

24. Notice or communication sent by either party to the other shall be by certified mail, return receipt requested, or confirmed telefax, or overnight delivery services (e.g. Federal Express) addressed as follows:

(a) When sent by Eastern Christian to the Municipality, it shall be addressed to:

Borough Clerk
Allendale Borough Municipal Building
500 W. Crescent Avenue
Allendale, New Jersey 07401
Fax No: 201-825-1913

Or such other address as the Municipality may designate in writing.

(b) When sent by the Municipality to Eastern Christian, it shall be addressed to:

Eastern Christian Children's Retreat
700 Mountain Avenue
Wyckoff, NJ 07481
Fax No: 201-847-9619

Or such other address as Eastern Christian may designate in writing.

25. Subject to the terms and provisions of this Agreement, Eastern Christian agrees that it will not sell, assign or transfer the Project or Eastern Christian's obligations under this Agreement to any corporation, association or entity, unless such corporation, association or entity qualifies to provide such services pursuant to law. It is agreed and understood that the Municipality has no obligation to consent to such sale, assignment or transfer unless and until all obligations to the Municipality under this

Agreement are completed to the satisfaction of the Municipality, and unless and until the proposed grantor, assignee or transferee agrees to assume all of the contractual and other obligations of Eastern Christian as are contained in this Agreement. Notwithstanding the foregoing or anything in this Agreement to the contrary, no such sale, assignment or transfer may be made without the prior written consent of the Municipality, which consent may be granted or withheld in the sole, absolute discretion of the Municipality, which consent shall not be unreasonably denied.

26. Notwithstanding anything in this Agreement to the contrary, the parties hereto specifically agree and acknowledge that the right and obligations of the parties hereunder, including but not limited to the Municipality's obligation to aid Eastern Christian financially in the development of the Project, are expressly contingent upon the prior occurrence of (a) the Municipality receiving entry of an Order of final approval of the Superior Court of New Jersey of this Agreement and the Municipality's spending plan (the "Spending Plan Order"); or (b) the Municipality receiving entry of an Order of final approval of the Superior Court of New Jersey of the Municipality's Housing Element and Fair Share Plan (the "Fair Share Order"), as may be supplemented and amended, in the action filed by the Municipality with the Superior Court of New Jersey, Bergen County, on July 7, 2015 entitled In the matter of the Application of the Borough of Allendale, County of Bergen, Docket No. Ber-L-6162-15; and (c) the passage of time within which any appeal from either Spending Plan Order or the Fair Share Order may be filed.

In the event an appeal from the Spending Plan Order and/or the Fair Share Order, or an appeal from any order of the Appellate Division affirming such Spending Plan Order and/or Fair Share Order (collectively "Orders"), is taken, all of the rights and obligations of the Municipality in this Agreement are expressly contingent upon the affirmation of such Orders by the Court to whom the appeal was taken, or the expiration of time to appeal from any such affirming Orders.

The Municipality shall pay to Eastern Christian the \$50,000 referenced in Paragraph 12 hereinbelow within sixty (60) days from the occurrence of the last of all the following events: (1) the issuance of a final certificate of occupancy for the Project; (2) the Superior Court of New Jersey's entry of an Order of final approval of both this Agreement and the Spending Plan Order; or the Superior Court of New Jersey's entry of the Fair Share Order; and (3) the passage of time within which any appeal of the Spending Plan Order, the Fair Share Order or the final order approving this Agreement may be taken without such appeal(s) having been filed, or if any appeal from any such orders is taken, upon the affirmation of such orders by the Court to whom the appeal was taken, or the expiration of time to appeal from any such affirming orders without any appeal being taken from such affirming orders.

Notwithstanding anything herein to the contrary, in the event that (1) the entry of such Spending Plan Order and/or Fair Share Order, (2) the issuance of a final certificate of occupancy and, (3) the affirmation on any

appeal from such Spending Plan Order and/or such Fair Share Order, or the expiration of the time within which to appeal from such Spending Plan Order and/or Fair Share Order have not both occurred on or before January 1, 2017, either party may cancel this Agreement by written notice to the other party, in which event this Agreement shall be deemed cancelled and terminated and neither party shall thereafter have any rights or obligations under this Agreement. The parties agree that in the event this Agreement is terminated the parties shall execute a document, in recordable form, discharging the parties from the obligations contained in this Agreement.

27. It is the intention of the parties hereto that the provisions of this Agreement are severable so that if any provisions, conditions, covenants or restrictions contained herein shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected and remain fully enforceable. In the event that any provision, condition, covenant or restriction hereof is, at the time of execution of this Agreement, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them, covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retroactively to this Agreement, thereby operating to validate the provisions of this Agreement which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this Agreement.

28. The parties agree that this Agreement shall be construed in accordance with the laws of the State of New Jersey, and that the laws of the State of New Jersey will apply to any dispute concerning it. The parties choose the Superior Court of New Jersey with venue in Bergen County as the exclusive forum for resolving any dispute concerning this Agreement.
29. This Agreement is the entire agreement between the Municipality and Eastern Christian. It replaces and cancels any prior written or verbal understandings and agreements between them. The terms of this Agreement may only be changed, amended or modified by a writing signed by both parties hereto.
30. Counsel for the Municipality and counsel for Eastern Christian have had the chance to review and request modifications to this Agreement prior to its execution, and any ambiguities which may be found to exist in this Agreement shall not be construed against either party.

IN WITNESS WHEREOF, the parties have signed this Agreement this ____ day of _____, 2016.

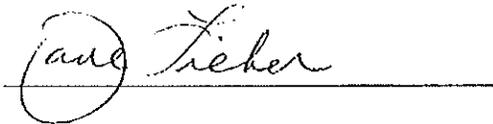
ATTEST:

BOROUGH OF ALLENDALE

By: _____

ATTEST:

EASTERN CHRISTIAN CHILDREN'S
RETREAT

 _____

By:  _____

JANE LIEBER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES
FEBRUARY 23, 2020

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

DATE: 01/28/2016

RESOLUTION# 16-79

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

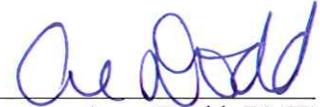
Closed Session

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

A. Pending & Prospective Litigation

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 28, 2016.



Anne Dodd, RMC
Municipal Clerk