

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

DATE: 09/27/2018

RESOLUTION# 18-223

Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan		✓	✓			
O'Connell			✓			
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 September 27, 2018 in the amounts of:

Current Fund	\$1,419,687.26
Payroll Account	\$246,517.60
General Capital	\$6,493.25
Animal Fund	\$59.40
Grant Fund	\$0.00
COAH/Housing Trust	\$252.64
Improvement & Beautification	\$600.00
Unemployment Fund	\$0.00
Trust Fund	\$7,211.50
Water Operating	\$134,331.02
Water Capital	\$9,966.32
Total	\$1,825,118.99

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 27, 2018.

Anne Dodd, RMC
Municipal Clerk

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

A RESOLUTION TO AFFIRM THE BOROUGH OF ALLENDALE’S CIVIL RIGHTS POLICY WITH RESPECT TO ALL OFFICIALS, APPOINTEES, EMPLOYEES, PROSPECTIVE EMPLOYEES, VOLUNTERS, INDEPENDENT CONTRACTORS, AND MEMBERS OF THE PUBLIC THAT COME INTO CONTACT WITH MUNICIPAL EMPLOYEES, OFFICIALS AND VOLUNTEERS

WHEREAS, it is the policy of the Borough of Allendale to treat the public, employees, prospective employees, appointees, volunteers and contractors in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act, and

WHEREAS, the governing body of the Borough of Allendale has determined that certain procedures need to be established to accomplish this policy

NOW, THEREFORE BE IT ADOPTED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that:

Section 1: No official, employee, appointee or volunteer of the Borough of Allendale by whatever title known, or any entity that is in any way a part of the Borough of Allendale shall engage, either directly or indirectly in any act including the failure to act that constitutes discrimination, harassment or a violation of any person’s constitutional rights while such official, employee, appointee volunteer, or entity is engaged in or acting on behalf of the Borough of Allendale’s business or using the facilities or property of the Borough of Allendale.

Section 2: The prohibitions and requirements of this resolution shall extend to any person or entity, including but not limited to any volunteer organization or inter-local organization, whether structured as a governmental entity or a private entity, that receives authorization or support in any way from the Borough of Allendale to provide services that otherwise could be performed by the Borough of Allendale.

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Section 3: Discrimination, harassment and civil rights shall be defined for purposes of this resolution using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.

Section 4: The Governing Body shall establish written procedures for any person to report alleged discrimination, harassment and violations of civil rights prohibited by this resolution. Such procedures shall include alternate ways to report a complaint so that the person making the complaint need not communicate with the alleged violator in the event the alleged violator would be the normal contact for such complaints.

Section 5: No person shall retaliate against any person who reports any alleged discrimination, harassment or violation of civil rights, provided however, that any person who reports alleged violations in bad faith shall be subject to appropriate discipline.

Section 6: The Governing Body shall establish written procedures that require all officials, employees, appointees and volunteers of the Borough of Allendale as well as all other entities subject to this resolution to periodically complete training concerning their duties, responsibilities and rights pursuant to this resolution.

Section 7: The Governing Body shall establish a system to monitor compliance and shall report at least annually to the governing body the results of the monitoring.

Section 8: At least annually, the Governing Body through the Administrative Officer shall cause a summary of this resolution and the procedures established pursuant to this resolution to be communicated within the Borough of Allendale. This communication shall include a statement from the governing body expressing its unequivocal commitment to enforce this resolution. This summary shall also be posted on the Borough of Allendale's web site.

Section 9: This resolution shall take effect immediately.

Section 10: A copy of this resolution shall be published in the official newspaper of the Borough of Allendale in order for the public to be made aware of this policy and the Borough of Allendale's commitment to the implementation and enforcement of this policy.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 27, 2018.



Anne Dodd, RMC
Municipal Clerk

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

DATE: 09/27/2018

RESOLUTION# 18-225

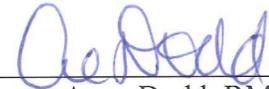
Council	Motion	Second	Yes	No	Abstain	Absent
Bernstein			✓			
Homan		✓	✓			
O'Connell			✓			
Sasso	✓		✓			
Strauch						✓
Wilczynski			✓			
Mayor White	---	---				

Water Overpayment

BE IT RESOLVED by the Council of the Borough of Allendale that the Water Collector is hereby authorized to issue the following refund check for an overpayment on the accounts listed below and charge same to Water Rents for 2018:

Account Number	Name	Amount
31109543432756	Pearl Court Investors, LLC	\$42.47
31103602659450	Pearl Court Investors, LLC	\$378.29

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 27, 2018.



Anne Dodd, RMC
Municipal Clerk

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

DATE: 09/27/2018

RESOLUTION# 18-226

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

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF ALLENDALE, IN THE COUNTY OF BERGEN, NEW JERSEY, DESIGNATING \$1,412,210 OF NOTES CONSISTING OF \$1,062,210 GENERAL BOND ANTICIPATION NOTES AND \$350,000 WATER UTILITY BOND ANTICIPATION NOTES, BOTH ISSUES DATED SEPTEMBER 26, 2018, PAYABLE SEPTEMBER 26, 2019, AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" 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") intends to issue \$1,412,210 of notes consisting of \$1,062,210 General Bond Anticipation Notes and \$350,000 Water Utility Bond Anticipation Notes, both issues dated September 26, 2018, payable September 26, 2019 (the "Notes"); and

WHEREAS, the Borough desires to designate the Notes as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (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:

**RESOLUTION
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SECTION 1. The Notes are hereby designated as "qualified tax-exempt obligations" for the purpose of Section 265(b)(3) of the Code.

SECTION 2. It is hereby determined and stated that (1) said Notes are not "private activity bonds" 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 2018.

SECTION 3. It is further determined and stated that the Borough has, as of the date hereof, issued the following tax-exempt obligations (other than the Notes) during the calendar year 2018:

<u>Amount</u>	<u>Dated - Due</u>
\$1,073,000 BAN	1/26/18 - 1/25/19
4,285,000 BAN	4/26/18 - 4/26/19

SECTION 4. The Borough will, to the best of its ability, attempt to comply with respect to the limitations on 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 5. The issuing officers of the Borough are hereby authorized to deliver a certified copy of this resolution to the original purchaser of the Notes and to further provide such

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original purchaser with a certificate of obligations issued during the calendar year 2018 dated as of the date of delivery of the Notes.

SECTION 6. 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 September 27, 2018.



Anne Dodd, RMC
Municipal Clerk

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

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RESOLUTION# 18-227

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

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 2017 Taxes:

Block/ Lot	Name	Property Location	Amount
905/19.1	Corelogic Tax Collection Services LLC PO Box 9205 Coppell, TX 75019-9214	173 Myrtle Avenue	\$2,138.50

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 27, 2018.

Anne Dodd, RMC
Municipal Clerk

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

DATE: 09/27/2018

RESOLUTION# 18-228

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

TRANSFER OF OVERPAYMENT

BE IT RESOLVED by the Council of the Borough of Allendale that the Tax Collector is hereby authorized to transfer the following overpayment listed below from Overpayment of 2018 Taxes to Taxes Receivable for 2019:

Block/ Lot	Name	Property Location	Amount
303/3	Myers, Garry & Rose Mary	73 Bonnie Way	\$421.94
508/3	Lowry, Mark	76 Knollton Road	\$224.36
511/5.23	Nisch, Kenneth & Kathryn	5 Sawyer Court	\$883.06
702/4 C0019	Kluger, Steven	19 Rio Vista Drive	\$97.39
702/7	Smeal, Gary & Margaret	303 E Allendale Ave	\$51.26
1102/15.06	Kluger, Steven & Laurie	13 Stoney Ridge Road	\$231.62
1203/9.01	Tiwary, Sanjay & Urvashi	119 Valley Road	\$54.74
1204/2	Vass, Dior	186 Forest Road	\$12.49
1301/13	Larossa, Ralph	366 Paul Avenue	\$116.09
1302/7	Frees, Walter & Eileen	465 Mark Road	\$455.08
1503.01/1	Byrnes, James & Barbara	275 Brookside Avenue	\$8.47
1701/27	Cassidy, Ernest & Andrea	143 W Orchard Street	\$328.93
1809/15	Gulick, Robert & Susan	509 Franklin Tpke	\$33.06
2201/16	Sugerman, Barbara	8 Cambridge Drive	\$224.57
2201.01/7	Iannaccone, Raymond & Diana	25 Oakwood Road	\$20.98
2202/8	Zenzius, August & Maria	17 Cambridge Drive	\$4.81
TOTAL			\$3,168.85

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 27, 2018.

Anne Dodd, RMC
Municipal Clerk

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

DATE: 09/27/2018

RESOLUTION# 18-229

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

VETERAN DEDUCTION

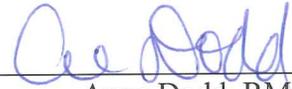
BE IT RESOLVED, by the Council of the Borough of Allendale that the Tax Collector is hereby authorized to reduce the 2018 tax levy due to a Veteran Deduction as follows: follows:

904/2

McGill, Thomas

\$ 250.00

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 27, 2018.



Anne Dodd, RMC
Municipal Clerk

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

DATE: 09/27/2018

RESOLUTION# 18-230

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

**Approval of Shared Services Agreement
As-Needed Vehicle Maintenance**

Whereas, the Borough of Allendale (“Borough”) may, at times, have the need of maintenance and repair services for its vehicles; and

Whereas, the County of Bergen (“County”) has the personnel and equipment necessary to provide vehicle and repair services for the Borough; and

Whereas, the Borough wishes to enter into an agreement with the County whereby the County would provide to the Borough vehicle maintenance and repair services on an as-needed basis to supplement services provided by Borough personnel or vendor(s); and

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

Whereas, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 *et seq.*) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local participating in the Agreement is empowered to provide or receive within its own jurisdiction as set forth in N.J.S.A. 40A:65-7(4); and

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

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 27, 2018.


 Anne Dodd, RMC
 Municipal Clerk

#18-230

SHARED SERVICES AGREEMENT

BETWEEN

COUNTY OF BERGEN

AND

FOR:

**THE PROVISION BY THE COUNTY OF BERGEN OF
VEHICLE MAINTENANCE AND REPAIR SERVICES
ON AN AS-NEEDED BASIS**

**BERGEN COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF MECHANICAL SERVICES**

Approved by Bergen County Resolution No. _____
Approved by _____ Resolution No. _____

DATE: _____, 2018

PREPARED BY:

**BERGEN COUNTY COUNSEL
ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601-7076
(201) 336-6950**

**SHARED SERVICES AGREEMENT
AS-NEEDED VEHICLE MAINTENANCE**

THIS AGREEMENT made this ___ day of _____, 2018, by and between:

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

_____ a body politic and corporate of the State of New Jersey, with administrative offices located at _____, NJ _____ hereinafter referred to as "MUNICIPALITY."

WITNESSETH:

WHEREAS, MUNICIPALITY has need of maintenance and repair services for its vehicles; and

WHEREAS, COUNTY has the personnel and equipment necessary to provide vehicle maintenance and repair services for MUNICIPALITY; and

WHEREAS, MUNICIPALITY wishes to enter into an agreement with COUNTY whereby COUNTY would provide to MUNICIPALITY vehicle maintenance and repair services on an as-needed basis to supplement services provided by MUNICIPALITY's personnel or vendor(s); and

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

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-7(4); and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the COUNTY and MUNICIPALITY have each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto as exhibits,

NOW, THEREFORE, BE IT AGREED, in consideration of the promises and of the covenants, terms, and conditions hereinafter set forth, COUNTY and MUNICIPALITY agree to perform in accordance with the provisions, terms and conditions set forth in this Agreement as follows:

I. DEFINITIONS.

As used in this Agreement, unless the context indicates otherwise, the following terms shall have the following meanings and are to be interpreted consistent with the context of this Agreement in which each term is used.

- A. "Category I Vehicle" means a vehicle with a gross vehicle weight (GVW) up to 6,000 pounds.
- B. "Category II" Vehicle" means a vehicle with a GVW greater than 6,000 pounds up to 26,000 pounds.
- C. "Category III Vehicle" means a vehicle with a GVW in excess of 26,000 pounds.
- D. "Effective Date" means the date identified in this Agreement which reflects the date on which the last party to this Agreement executed this Agreement, following the adoption of resolutions by COUNTY and MUNICIPALITY authorizing entry into this Agreement.
- E. "Law" means any statute, regulation, executive order, procurement policy or rule of any department, subdivision, board, commission, agency or instrumentality of the State of New Jersey.
- F. "Shared Services Agreement" means this Agreement and document(s) executed herein by and between the County and the MUNICIPALITY as provided under N.J.S.A. 40A:65-1 et seq.

II. TERM.

- A. The term of this Agreement shall commence on the Effective Date, and shall continue for a period of one year, unless terminated sooner as provided in this agreement.
- B. This Agreement shall renew annually for successive one year terms, unless terminated sooner as provided in this agreement.

III. PROJECT DESCRIPTION.

COUNTY, through its Division of Mechanical Services, shall provide repair and maintenance services for vehicles owned by MUNICIPALITY on an as-needed basis. MUNICIPALITY does not, by entry into this Agreement, commit to any minimum number of repairs by COUNTY.

IV. RESPONSIBILITIES.

A. Bergen County's Responsibilities.

1. COUNTY shall provide labor, parts, personnel and equipment to provide the services requested by MUNICIPALITY pursuant to the terms of this Agreement.
2. COUNTY shall perform all services in accordance and in compliance with all statutes, rules, and directives governing the provision thereof.
3. COUNTY shall ensure that all personnel providing services under this Agreement possess all required licenses, certifications, and training required to provide the services.
4. All performance by the County shall be limited to the County's appropriation for same, and the County's budgetary restrictions.
5. All performance by the County shall be limited to the availability of the County's equipment and personnel. COUNTY shall use its best efforts to accommodate any request for service by MUNICIPALITY during the term of this Agreement, but COUNTY shall not be in breach of this Agreement if, for any reason, COUNTY is unable to accommodate a request by MUNICIPALITY for services under this Agreement.
6. While COUNTY may if it so chooses, COUNTY shall have no obligation to hire or otherwise retain additional personnel to perform the services under this Agreement. COUNTY shall have no obligation to procure additional equipment to perform under this Agreement.

B. MUNICIPALITY's Responsibilities.

1. MUNICIPALITY shall provide COUNTY with an inventory of vehicles owned by MUNICIPALITY, intended to be repaired or maintained pursuant to this Agreement. MUNICIPALITY shall update this inventory whenever any vehicle is added or deleted.
2. MUNICIPALITY shall be responsible for transporting its vehicles to COUNTY's repair facility, located at 500 Jerome Avenue (mailing address of 220 East Ridgewood Avenue), Paramus, New Jersey, and retrieving same upon completion of the repair or maintenance work. In special circumstances, if COUNTY is requested to transport a particular vehicle, and if COUNTY agrees to same, the charges set forth below shall apply.

3. MUNICIPALITY shall provide COUNTY with notice of needed repairs or maintenance as far in advance as possible to permit efficient scheduling of services.
4. MUNICIPALITY shall designate an authorized representative who will be empowered to request services from COUNTY under this Agreement, to review estimates provided by the COUNTY, and to authorize the COUNTY to proceed with each repair.

V. SERVICES AND COMPENSATION.

A. Upon request, COUNTY will provide the following services at the following rates:

1. Vehicle Inspection, Diagnosis, Maintenance and Repair: \$80 per hour
2. Transportation of vehicle to/from COUNTY's repair facility (utilizing COUNTY personnel and equipment):
 - i. Under vehicle's own power: \$75 per hour (\$75 minimum)
 - ii. Tow (Category I Vehicle): \$150 flat fee
 - iii. Tow (Category II Vehicle): \$175 flat fee
 - iv. Tow (Category III Vehicle): \$325 flat fee
3. If towing requested by MUNICIPALITY requires the COUNTY to utilize a private towing company, MUNICIPALITY shall be responsible for the fees charged by the private towing company.

B. The time required to complete a particular service will be based upon the estimated repair time determined by the COUNTY's Shopkey repair information system produced by Snap-On, Inc.

C. COUNTY will provide MUNICIPALITY with a written estimate of the cost to perform a particular service based upon the estimated repair time and parts needed as determined by the COUNTY's Shopkey repair information system. MUNICIPALITY's authorized representative shall authorize the COUNTY to proceed with the service in writing. Facsimile or electronic mail shall constitute acceptable written authorization to proceed.

D. Parts will be charged at the County's cost, plus an administrative fee of 15%, which shall be applied to the total cost for parts to defray costs relating to overhead, billing,

hardware, software licenses, procurement, handling, stocking, and similar costs incurred by the COUNTY to provide the services set forth herein.

- E. Where additional labor or parts are required due to unforeseen circumstances, MUNICIPALITY agrees to pay for such additional labor or parts at the rates and/or prices set forth herein. The COUNTY will notify MUNICIPALITY as soon as COUNTY learns that additional labor or parts will be required, and will, where practicable, give MUNICIPALITY the choice whether to authorize the additional labor or parts.
- F. In the event that COUNTY is unable to perform the required repair or maintenance, COUNTY will notify MUNICIPALITY, and provide MUNICIPALITY with the option to take back the vehicle and have it serviced elsewhere at MUNICIPALITY's expense. If MUNICIPALITY requests, COUNTY will endeavor to have the work performed by an outside vendor. In such circumstance, COUNTY shall charge MUNICIPALITY and MUNICIPALITY shall pay the actual cost borne by the COUNTY plus an administrative fee of 15%. MUNICIPALITY shall be responsible for any vehicle transportation costs at the rate(s) set forth for transportation by COUNTY of MUNICIPALITY's vehicle to the vendor's garage.
- G. COUNTY shall bill MUNICIPALITY monthly for all services provided. MUNICIPALITY shall tender payment to COUNTY within sixty (60) days of receipt of invoice.

VI. PREVENTATIVE MAINTENANCE PROGRAM (OPTIONAL).

COUNTY shall offer an optional preventative maintenance program as set forth herein:

- A. COUNTY shall, if requested by MUNICIPALITY, perform regular preventive maintenance on MUNICIPALITY's vehicles. Said service shall be in accordance with manufacturer's service recommendations for the mileage interval of the vehicle and the terms of this Agreement.
- B. The first time the vehicle is brought in for service, the COUNTY will perform a comprehensive inspection to determine the vehicle's condition, and identify any recommended repairs.
- C. Following the initial inspection, COUNTY will include that vehicle on a monthly report to MUNICIPALITY specifying when each vehicle previously inspected by the COUNTY is due for service, the corresponding maintenance interval, and the services recommended, based upon the data provided by the County's fleet maintenance software.

- D. MUNICIPALITY shall be responsible for requesting performance of the recommended maintenance, transporting the vehicle to COUNTY's repair facility, and authorizing performance of the recommended maintenance.
- E. To request enrollment in the optional preventative maintenance program, MUNICIPALITY shall separately initial the space indicated on the signature page of this Agreement.
- F. The parties recognize and agree that, notwithstanding the provisions of this Agreement, responsibility for ensuring regular preventative maintenance rests at all times with MUNICIPALITY. Therefore COUNTY shall not be responsible for any loss or damage, including but not limited to voiding of any warranty, occasioned by failure of COUNTY to notify MUNICIPALITY of manufacturer recommended preventative maintenance or failure of MUNICIPALITY to request performance of any recommended preventative maintenance, to bring a vehicle to COUNTY for preventative maintenance, or to authorize performance of the recommended services.
- G. Under this Agreement, it is anticipated that MUNICIPALITY will have its vehicles serviced by other mechanics or vendors. If MUNICIPALITY elects to enroll in this preventative maintenance program, MUNICIPALITY must notify COUNTY of any service or repair performed on MUNICIPALITY's vehicles by anyone other than COUNTY so that COUNTY may update COUNTY's fleet maintenance software. Without such updates, COUNTY will be unable to provide MUNICIPALITY with accurate maintenance recommendations.

VII. DISPUTE RESOLUTION.

- A. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objection party must participate in the mediation. The costs of the mediator shall be borne equally by the parties.
- B. Procedure. The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or ongoing relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one party determines in its sole discretion that its interests are not being served by the mediation.
- C. Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.

- D. Judicial Proceedings. Upon the conclusion of Mediation, either party may commence legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- E. Temporary Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- F. Payment Pending Dispute. In the event of any dispute as to the amount to be paid, the full amount shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the COUNTY shall forthwith repay the excess.

VIII. DEFENSE, INDEMNIFICATION, AND SUBROGATION.

- A. Each party agrees to defend, indemnify and hold the other party harmless from any claims, losses, damages, or judgments arising out of the negligence, gross negligence, or willful act of the indemnifying party.
- B. MUNICIPALITY acknowledges that, in the event of property damage to MUNICIPALITY-owned/leased vehicles while in the COUNTY'S care, custody, and control, COUNTY shall fully rely on the immunities and protections afforded it under the NJ Tort Claim Act Title 59, inclusive of 59:9-2(e). MUNICIPALITY agrees that, where its vehicle(s) are covered by a policy of insurance, whether issued by an insurance carrier or municipal joint insurance fund (JIF), MUNICIPALITY agrees to waive any claim for subrogation against the COUNTY.

IX. EMPLOYMENT RECONCILIATION.

- A. MUNICIPALITY has represented that it is not currently providing the services set forth in this Agreement using public employees, and no employees are intended to be terminated for reasons of efficiency or economy as a result of entry into this Agreement.
- B. No employees are intended to be transferred from MUNICIPALITY to COUNTY pursuant to this Agreement, and the COUNTY will not accept transfer of any employees from MUNICIPALITY to COUNTY by virtue of this Agreement. In the event a reconciliation plan is required by N.J.S.A. 40A:65-11, it shall be MUNICIPALITY's responsibility to prepare such plan, and, if required, to file same with the Civil Service Commission prior to commencement of services under this Agreement. In such case, COUNTY will cooperate with MUNICIPALITY in the preparation and filing of the plan.

X. NOTICES.

All notices, demand, consents, approvals, requests required or permitted to be given to or served upon the County shall be in writing. Any such notice, demand, consent, approval, request, instrument or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows:

If to
MUNICIPALITY: _____

If to
COUNTY: Director, Division of Mechanical Services
Bergen County Department of Public Works
220 East Ridgewood Avenue
Paramus, NJ 07652

With a copy to:

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

XI. TERMINATION.

- A. Notwithstanding any other term in this Agreement, COUNTY and MUNICIPALITY retain the right, in their sole discretion, to terminate this agreement at any time on thirty days' notice, without further liability to the other, except as set forth herein.
- B. Upon termination of this Agreement, MUNICIPALITY shall remove any vehicles owned by MUNICIPALITY from COUNTY's repair facility.
- C. MUNICIPALITY shall be responsible for payment for any labor performed and parts purchased on behalf of MUNICIPALITY prior to notice of termination.
- D. If COUNTY is the party terminating the Agreement, COUNTY shall be responsible for completing any pending repair of MUNICIPALITY's vehicle currently in COUNTY'S repair facility at the time COUNTY provides notice of termination, unless:
 - I. COUNTY's reason for terminating the Agreement is nonpayment by MUNICIPALITY; or

2. MUNICIPALITY requests that COUNTY refrain from completing the pending repair(s).

XII. OTHER AGREEMENTS.

COUNTY and MUNICIPALITY reserve the right to enter into agreements with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement.

XIII. MISCELLANEOUS.

- A. Authorization. All Parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of any and all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.
- B. Assignment. No Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.
- C. Cooperation of the Parties. In performing any services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.
- D. Benefit/No Third Party Beneficiaries. This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.
- E. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- F. Complete Agreement. This Agreement sets forth the entire understanding of the Parties, which supersedes and merges all prior proposals, understandings and all other

agreements, oral and written, between the Parties relating to the subject matter hereof. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.

- G. Modifications in Writing. This Agreement may not be modified except in a writing executed by all Parties.
- H. Governing Law/Venue/Construction. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of canons requiring construction against the drafting party.
- I. No Waiver. The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- J. Relationship of the Parties. Except as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.
- K. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision hereof.
- L. Title and Headings. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- M. Recitals. The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers, and their respective seals to be affixed the day and year first written above.

ATTEST:

COUNTY OF BERGEN

By: _____
James J. Tedesco, III, County Executive, or
Julien X. Neals, Esq., Acting County Administrator

ATTEST:

[MUNICIPALITY]

By: _____

Printed: _____

Title: _____

By separately initialing here, MUNICIPALITY requests enrollment in the Optional Preventative Maintenance Program set forth in Section VI, above.

Initialed: _____

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

DATE: 09/27/2018

RESOLUTION# 18-231

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

Appointment of Fire Official

Be It Resolved that Pierre Gauthier be and is hereby appointed by the Mayor and Council as Fire Official for the Borough of Allendale to fill the unexpired term of Ernest W. Cassidy, Jr. through December 31, 2018 for annual salary of \$4,716.00, prorated for 2018.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 27, 2018.



Anne Dodd, RMC
Municipal Clerk

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

DATE: 09/27/2018

RESOLUTION# 18-232

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

Adoption of Personnel Policies and Procedures

WHEREAS, it is the policy of the Borough of Allendale to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations including, but not limited to Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, the Age Discrimination in Employment Act, the Equal Pay for Equal Work Act, the Fair Labor Standards Act, the New Jersey Law Against Discrimination, the Americans with Disabilities Act, the Family and Medical Leave Act, the Conscientious Employee Protection Act, the Public Employee Occupational Safety and Health Act, the New Jersey Attorney General's guidelines with respect to Police Department personnel matters, the New Jersey Workers Compensation Act, the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and the Open Public Meeting Act; and

WHEREAS, the Mayor and Council has determined that there is a need for personnel policies and procedures to ensure that employees and prospective employees are treated in a manner consistent with these laws and regulations.

NOW, THEREBY, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that the Personnel Policies and Procedures Manual is hereby adopted.

BE IT FURTHER RESOLVED that these personnel policies and procedures shall apply to all Borough of Allendale officials, appointees, employees, volunteers and independent contractors. In the event there is a conflict between these rules and any collective bargaining agreement, personnel services contract or Federal or State law, the terms and conditions of that contract or law shall prevail. In all other cases, these policies and procedures shall prevail.

BE IT FURTHER RESOLVED that this manual is intended to provide guidelines covering public service by Borough of Allendale employees and is not a contract. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of the Mayor and Council.

BE IT FURTHER RESOLVED that to the maximum extent permitted by law, employment practices for the Borough of Allendale shall operate under the legal doctrine known as "employment at will."

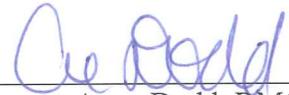
**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 09/27/2018

RESOLUTION# 18-232

BE IT FURTHER RESOLVED that the Administration, Finance and HR Committee and all managerial/supervisory personnel are responsible for these employment practices. The Administrative Officer and the Municipal/Labor Attorney shall assist the Administration, Finance and HR Committee in the implementation of the policies and procedures in the manual.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on September 27, 2018.



Anne Dodd, RMC
Municipal Clerk

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

DATE: 09/27/2018

RESOLUTION# 18-233

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

Approval of Flu Program

Whereas, there is a need for a flu program in the Borough of Allendale, and

Whereas, the County of Bergen will provide this program under the Department of Health Services, and

Whereas, the County of Bergen provides flu vaccine at a cost of \$175.00 per ten dose vial, and

Whereas, the Allendale Board of Health has a need for five (5) vials of flu vaccine, and

Whereas, the Chief Financial Officer has certified that there are funds for this agreement;

Now, Therefore, Be It Resolved by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approved the agreement between the Borough of Allendale and the County of Bergen for the flu vaccination program;

Be It Further Resolved that the Mayor is hereby authorized to sign said 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 September 27, 2018.



Anne Dodd, RMC
Municipal Clerk