



**BOROUGH OF ALLENDALE
MAYOR AND COUNCIL
MEETING MINUTES
FOR
THURSDAY,
JANUARY 15, 2026
7:00 P.M.**

Mayor and Council of the Borough of Allendale Regular Meeting of Mayor and Council – January 15, 2026

A combined Work and Regular Session Meeting of the Mayor and Council of the Borough of Allendale was held in the Municipal Building at 500 West Crescent Avenue, Allendale, New Jersey on January 15, 2026. The meeting was called to order at 7:00 pm by Mayor Amy Wilczynski.

Linda Louise Cervino, Municipal Clerk, read the open public meetings statement: “In Compliance with the Open Public Meetings Act, the notice requirements have been satisfied. The meeting dates for the year are confirmed at the Annual Meeting, are posted on the public bulletin board in the Municipal Building and on the Borough website, published in The Record within the first 10 days of the New Year, and copies are sent to the Ridgewood News and Star Ledger.

The roll call was recorded as follows:

COUNCIL	PRESENT	ABSENT
Councilman O’Connell		✓
Councilman O’Toole	✓	
Councilwoman Lovisolo	✓	
Councilwoman Homan	✓	
Councilman Daloisio	✓	
Councilman Yaccarino	✓	
Mayor Wilczynski	✓	

The quorum was met.

Also present were the following: Raymond Wiss, Borough Attorney; Alison Altano, Business Administrator/Chief Financial Officer; Linda Louise Cervino, Municipal Clerk; and DPW Superintendent, Andrew Agugliaro.

Mayor Wilczynski led the salute to the flag.

PROCLAMATION 1:

Mayor Wilczynski thanked Karen Clark for bringing this very important topic to our attention.

Mayor Wilczynski read the Proclamation into the record:

PROCLAMATION For NJ COALITION AGAINST HUMAN TRAFFICKING

WHEREAS, human trafficking is among the world’s fastest growing criminal enterprises and it profits from the exploitation of vulnerable populations including minors and adults; and

WHEREAS, nearly 26 years after the passing of the Trafficking Victims Protection Act, an estimated 27.6 million people are subjected to human trafficking globally, with cases reported in every U.S. state and territory;

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WHEREAS, human trafficking is a borderless crime against individuals that violates the most basic human rights and deprives victims of every shred of personal freedom; and

WHEREAS, human trafficking occurs when a person is recruited, harbored, or obtained through force, fraud, or coercion for the purposes of sexual or labor exploitation; and

WHEREAS, victims can be U.S. citizens or non-citizens and can be any age or gender, but they have a shared experience of having been forced, tricked, manipulated, or threatened into compliance with the criminals seeking to exploit them; and

WHEREAS, broad public awareness of human trafficking that is informed by the lived experience of survivors brave enough to share their knowledge, is best practice when seeking to understand and prevent trafficking; and

WHEREAS, large sporting events like the World Cup are known to increase the demand for sex trafficking victims, and the World Cup in particular has also been associated with labor trafficking cases (including construction, hospitality, retail industries, etc.), it is especially important to educate our communities and raise awareness before, during, and after this event: and

WHEREAS, New Jersey's MetLife Stadium will host 8 matches of the 2026 FIFA World Cup from June 11, 2026, for over 5 weeks, including the World Cup Final on July 19, 2026, along with Fan Fests in Liberty State Park, along the Jersey Shore, and other locations: and

WHEREAS, the signing into law of New Jersey's 2013 Prevention, Protection and Treatment Act officially declared January as Human Trafficking Prevention Month in the state, and specifically declared January 11 as Human Trafficking Awareness Day: and

WHEREAS, the Borough of Allendale stands committed to protecting human rights and individual freedom by raising awareness of human trafficking.

WHEREAS, the Borough of Allendale is resolved to support the goals and ideals of observing a Month of Human Trafficking Prevention during January of each year and to support all efforts by individuals, businesses, organizations, and governing bodies to raise awareness of and opposition to human trafficking.

WHEREAS, the Borough of Allendale is resolved to make additional efforts to keep its residents aware of the warning signs, survivor-informed prevention messaging and how to respond in the case of suspected trafficking before, during and after the 2026 FIFA World Cup.

WHEREAS, the Borough of Allendale is committed to ensuring that those impacted by human trafficking receive services that are trauma-informed and responsive to their individual needs;

WHEREAS, the Borough commends the work of the NJ Coalition Against Human Trafficking for its survivor- inclusive efforts to end human trafficking in our state and beyond, through education, advocacy, and assistance to survivors, and to increase coordination and visibility of New Jersey's commitment to end human trafficking.

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NOW, THEREFORE, I Amy Wilczynski, Mayor of the Borough of Allendale, and on behalf of the Borough Council, do hereby proclaim January of each year as: Human Trafficking Prevention Month in the Borough of Allendale, to raise awareness about the signs and consequences of human trafficking, to promote opposition to human trafficking in all of its forms, and to encourage support for the survivors of human trafficking throughout the State of New Jersey and across the world to put an end to this criminal activity and restore freedom and dignity to its survivors.

PROCLAMATION 2:

Mayor Wilczynski read the Proclamation into the record:

**PROCLAMATION FOR THE REDEDICATION OF FRANKLIN TURNPIKE
IN ALLENDALE, NEW JERSEY**

WHEREAS, the year 2026 marks the 250th anniversary of American independence, providing a fitting opportunity to honor the true patriots who sacrificed for our nation's founding; and

WHEREAS, Franklin Turnpike in Allendale currently bears the name of William Franklin, the last Royalist Governor of New Jersey, who betrayed the American cause by serving as a British spy, organizing the Associated Loyalists to fight against patriots, and ultimately fleeing to Great Britain after the war; and

WHEREAS, this road passes by the historic home of John Fell, a true patriot who led Bergen County's resistance against British occupation, endured eight months of imprisonment for liberty, kept a secret diary detailing the British jail's horrid conditions, and later served in the Continental Congress where he voted to ratify our Constitution; and

WHEREAS, Benjamin Franklin stands as one of America's most distinguished founding fathers, being the only person to sign all four founding documents of our nation, securing the crucial French alliance that won our independence, and making groundbreaking scientific discoveries that brought international acclaim to America; and

WHEREAS, Benjamin Franklin founded our nation's first public library, fire company, hospital, and the academy that became the University of Pennsylvania, while his leadership during the Constitutional Convention helped forge our enduring system of government; and

WHEREAS, it is manifestly inappropriate that a road passing a patriot's home should honor one who betrayed the very cause for which that patriot suffered.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Amy Wilczynski Mayor of the Borough of Allendale, on behalf of the Borough Council and all our residents, do hereby call upon our community to right this historical wrong by rededicating our portion of Franklin Turnpike to honor Benjamin Franklin, a true architect of American liberty, rather than his traitorous son who fought against everything this nation represents, ensuring that our street names reflect our values and properly honor those who sacrificed for the freedoms we enjoy today.

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Mayor Wilczynski stated the reason behind the rededication of Allendale's section of the Franklin Turnpike. She stated we're having a little fun with this. This is nothing official with the county. There's going to be no change to any name on Franklin Turnpike. There's going to be no additional signs on Franklin Turnpike. He's our founding father. It's the 250th year of the signing of the Declaration of Independence. He's the founding father and one of the signers. We're just having a little fun. It's our little secret in Allendale, and our little section is going to be named after Ben Franklin in the year 2026.

SWEARING IN OF FIRE DEPARTMENT OFFICERS:

Mayor Wilczynski administered the Oath of Office to the following Fire Department Officers who stepped forward in front of the dais for their oath:

<u>FIRE DEPARTMENT</u>			
Fire Chief:	Greg Andersen		
Assistant Chief:	Chris Rago (not present)	1 st Lieutenant:	Dana Mycek
1 st Captain:	John Mycek, Jr.	2 nd Lieutenant:	TBD
2 nd Captain:	Chris Peluso		

Photos were taken and the Municipal Clerk collected the executed Oaths of Office.

Mayor Wilczynski stated on behalf of the residents and the governing body that I want to thank all of the Allendale Fire Department for your commitment to protect our families, our homes and our neighbors. We are very proud to stand with you and are grateful for the dedication that you all bring to our department, and we wish you safety, strength and success in every call that you answer. And, congratulations to Dana. This is the second female to hold this position.

APPROVAL OF MINUTES – 2025 Sine Die Meeting:

The vote was recorded and a roll call was conducted as follows:

	Motion	Second	Yes	No	Abstain	Absent
Councilman O'Connell						✓
Councilman O'Toole			✓			
Councilwoman Lovisolo	✓		✓			
Councilwoman Homan			✓			
Councilman Daloisio					✓	
Councilman Yaccarino		✓	✓			

(Minutes attached and made a part hereof)

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APPROVAL OF MINUTES – January 5, 2026 Re-Organization Meeting:

The vote was recorded and a roll call was conducted as follows:

	Motion	Second	Yes	No	Abstain	Absent
Councilman O’Connell						✓
Councilman O’Toole			✓			
Councilwoman Lovisolo	✓		✓			
Councilwoman Homan			✓			
Councilman Daloisio					✓	
Councilman Yaccarino		✓	✓			

(Minutes attached and made a part hereof)

AGENDA REVIEW:

Mayor Wilczynski reviewed the agenda which consisted of Resolutions 26-73 through 26-90 on the Consent Agenda and highlighted a few of them.

RES 26-73:	APPROVAL OF COUNTY BOARD JUDGMENT.
RES 26-74:	APPROVAL OF BUDGET TRANSFERS.
RES 26-75:	APPROVAL OF THE ALLENDALE CHAMBER OF COMMERCE’S 2026 ALLENDALE FESTIVAL DAY.
RES 26-76:	A RESOLUTION WAIVING THE SPECIAL EVENTS PERMIT FEE FOR FOOD VENDORS PARTICIPATING IN THE ALLENDALE FALL FESTIVAL ON SEPTEMBER 26, 2026, (RAIN DATE OCTOBER 3, 2026) HOSTED BY THE CHAMBER OF COMMERCE.
RES 26-77:	A RESOLUTION APPROVING THE 2026 ALLENDALE HOLIDAY WALK.
RES 26-78:	A RESOLUTION OPPOSING S-4736. Mayor Wilczynski stated that this is another piece of legislation that wants to bypass our local zoning laws. This is on top of everything that we just went through with our Fourth-Round housing. This was brought up senators in South Jersey. They want to bypass local zoning laws, allow for high density, bypass parking regulations, in other words, not having the proper amount of parking spots, especially near transit. They want to have rezoning for religion institutions up to 50 units per acre and non-profit organizations up to 50 units per acre. They also want to allow ADU’s. These are something that’s called accessory dwelling units where you’re allowed to put a mini house in your back yard. These are all things that will severely alter the character of our town, and this is a resolution opposing that.
RES 26-79:	RESOLUTION APPROVING THE 2026 DISPLAY OF RAMADAN CRESCENT LIGHTING IN THE BOROUGH OF ALLENDALE AT ORCHARD COMMONS PARK.

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RES 26-80:	A RESOLUTION AUTHORIZING THE BOROUGH OF ALLENDALE TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE VILLAGE OF RIDGEWOOD FOR EXPANDED POLYSTYRENE PACKAGING RECYCLING SERVICES.
RES 26-81:	ESTABLISH 2026 RENTAL FEES FOR THE ALLENDALE COMMUNITY CENTER. This is for parties. A nominal fee for residents and another fee for nonresidents if anybody wants to use the community center for events. Our non-profits are all free.
RES 26-82:	RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT SUBMISSION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS' FY26 LOCAL RECREATION IMPROVEMENT GRANT PROGRAM. We usually put in for almost every grant that comes our way. This was one for parks, so we put in for some field improvements.
RES 26-83:	A RESOLUTION AUTHORIZING THE BOROUGH OF ALLENDALE TO AWARD A CONTRACT TO FOVEONICS DOCUMENT SOLUTIONS FOR RECORDS DIGITIZATION, DOCUMENT MANAGEMENT, AND RELATED SERVICES THROUGH THE ESCNJ COOPERATIVE PURCHASING PROGRAM.
RES 26-84:	A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE TOWN OF RAMAPO AND THE BOROUGH OF ALLENDALE FOR USE OF THE TOWN OF RAMAPO POLICE FIRING RANGE FOR THE CALENDAR YEAR 2026.
RES 26-85:	A RESOLUTION AUTHORIZING THE USAGE OF CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO N.J.S.A. 40A:11-12(a) & N.J.A.C. 5:34- 7.29(c) FOR THE 2026 CALENDAR YEAR.
RES 26-86:	RESOLUTION AUTHORIZING A SEWER CONNECTION AGREEMENT BETWEEN THE BOROUGH OF ALLENDALE AND THE BOROUGH OF SADDLE RIVER. Mayor Wilczynski will defer to her and Councilwoman Homan's Report below.
RES 26-87:	RESOLUTION APPROVING THE SETTLEMENT TERM SHEET BETWEEN THE BOROUGH OF ALLENDALE AND AVALONBAY COMMUNITIES, INC. Mayor Wilczynski will defer to her and Councilwoman Homan's Report below.
RES 26-88:	APPROVAL OF JANUARY 15, 2026, LIST OF BILLS.
RES 26-89:	APPOINTMENT OF QUALIFIED PURCHASING AGENT.
RES 26-90:	RESOLUTION OF THE BOROUGH OF ALLENDALE, COUNTY OF BERGEN, AUTHORIZING THE EXECUTION OF A MEDIATION AGREEMENT WITH FAIR SHARE HOUSING CENTER TO RESOLVE FOURTH ROUND ISSUES. Mayor Wilczynski will defer to her and Councilwoman Homan's Report below.

PUBLIC COMMENT ON AGENDA ITEMS ONLY: No one came forward to comment.

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APPROVAL OF CONSENT AGENDA:

The vote was recorded and a roll call was conducted as follows:

	Motion	Second	Yes	No	Abstain	Absent
Councilman O'Connell						✓
Councilman O'Toole			✓			
Councilwoman Lovisolo			✓			
Councilwoman Homan		✓	✓			
Councilman Daloisio			✓			
Councilman Yaccarino	✓		✓			

(See Resolutions 26-73 through 26-90 attached and made a part hereof)

ADMINISTRATION

Council Committee Reports

Councilman Matthew O'Toole, Public Safety Report: Councilman O'Toole congratulated and thanked the officers who were sworn in this evening as well as a heart-felt thank you to the fire department. Thank you for all you do as a volunteer organization to keep us all safe. The Public Safety Committee had our first meeting of the new year this week on Tuesday. We covered quite a bit of ground. Our newest officer, Christopher Laux, is doing very well. We have exams coming up for Lieutenant and Sergeants. We have a number of our men and women taking those. We discussed our E-Bike ordinance which is coming along. We're looking at other towns and what they're doing to make sure that it is safe for both those who want to utilize e-bikes and e-scooters, as well as for pedestrians and motorists. It's very common sense. It's more educational than punishing. We're looking to find a date for coffee with a cop and the mayor and council. We talked about our ladder truck, which is always a hot topic in a conversation. We are circling for our next blood drive with a date of March 31st. Dr. Letizia texted me a few days ago to let me know that officially, the Gary Letizia Memorial Blood Drive is the largest, most successful drive in the state.

Councilpresident Susanne Lovisolo – Finance, Human Resources, Administration & IT, Land Use and Construction Code Report: Councilpresident Lovisolo stated she echoes Councilman O'Toole's words about our fire department. Thank you so much for all you do. As someone who lost a lake house to a fire I so appreciate everything that you do and the risk that you take every time you help people out. I truly appreciate it. Thank you. Our next Land Use Committee will be Tuesday, January 27th, so I will report on that after we have that. The Finance Committee will continue to ensure all items are in order for the new year. Thank you to our CFO.

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The Lee Memorial Library is planning for the future. Understanding what our community members need and want from their library is valuable to the Lee Memorial Library. The survey of community needs went live on Monday. The library is asking all residents to participate. Links are available on the library website and through the newsletter and other community newsletters. Paper copies are also available at the library. Your voice matters and your ideas will help guide our next steps for the library. They are looking to possibly do an expansion, so they want to get an idea of what everyone is looking for in the library and what you currently use it for.

For adults, in addition to the re-occurring offerings, they are continuing their series of cooking classes, which have been very popular. The library will be partnering with the John Fell House for a special program on Sunday, January 25th at 2 p.m. at the community center. Jim Wright will be presenting The Turn Coat and The Patriot. This program will focus on New Jersey Colonial Governor William Franklin and Patriot John Fell of Allendale and their roles during the Revolutionary War. Bring the kids. They are featuring a watercolor workshop about arctic animals on January 21st. On the 22nd, the library will have a special kids can volunteer celebrating the legacy of Martin Luther King, Junior. Kids will learn how they can make a positive difference through volunteering. The children will be assembling snack packs and toiletries for local organizations.

For America 250, our year-long project of celebrating this moment this year, we have reached out and are encouraging organizations, businesses and residents in town to think of fun ways to celebrate the year. I know the John Fell House is working on some things and tonight is a wonderful start to this fun year.

As mentioned on January 25th, local writer and historian, Jim wright, seated in the front here, will be giving a fascinating presentation on William Franklin, (Franklin Turnpike), except for our stretch of Allendale, who is named after, and local hero John Fell, so make sure you get to that.

Councilwoman Elizabeth Homan – Finance, Human Resources, Administration & Information Technology, Public Works & Public Utilities Reports: Councilwoman Homan congratulated and thanked the fire department and all that you do and all of the training you have to go through in bringing together a great team to volunteer in Allendale.

Councilwoman Homan stated, as far as water is concerned, there have been numerous water breaks in Allendale, and each time I get a notification about the water break, I say thank goodness we do not own the system because managing these water breaks is a lot. I thank Andy and the police department for helping. They are there at night sometimes. Andy has consistently communicated with Veolia the break on the corner of Myrtle and West Crescent. If that construction and repair were not done during the middle of the night, it really would have impeded traffic flow coming the start of the day, so, I am very appreciative of that.

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Things also continue to move forward with the construction of the permanent PFAS facility that will be built down on New Street. There are also continuing the lead copper rule that Veolia must now comply to all of the regulations for the state and they will continue to dig and identify if there are any possible lead or galvanized lines. It's something that sometimes seems like, oh, another dig going on, but it really is to protect homeowners and residents in a particular home whether they are a renter or not and to comply with the state regulations.

Mayor Wilczynski said that Veolia is paying for this. Liz Homan said, in other towns, the residents have to pay for it. They will charge the residents over a period of time. Obviously, that always in some way comes back to water rates, which the Mayor and I are meeting with Veolia next week to discuss a potential rate case increase that will be discussed at the BPU. This is a year where Allendale does, on the contract that we have with Veolia, have an increase of five percent. It would be great to keep it at that, so we will be looking at the BPU. Amy and I have been communicating with individuals. We have registered as an intervener and, thank you to Ray Wiss for completing that for us, which means we get all of the information on this particular rate case.

Mayor Wilczynski mentioned earlier about Resolution 26-86. We are going to be signing an agreement with Saddle River that was really, I think, well done in the fact that there are developments that are going in, in Saddle River, Avalon Bay being the most recent one that had been approved by Saddle River, and really wanted to have a direct agreement with Allendale. And, under no circumstances were we going to have an agreement with a developer. It is only acceptable for us, and we've maintained steady in this that if we are accepting sewage that is coming from the Borough of Saddle River or anywhere else they need to have an agreement with the borough because we don't get anybody's tax dollars from there. So, we negotiated, I think, a very good agreement and we were mandated by the Court to originally sign a TWA permit. So, I think we did really well.

I just have to say, as a resident, I cannot thank Mayor Amy Wilczynski enough. As a council person, I get to see the intelligence and the tirelessness and the tenacity that she works with, but I just want to get it out into the community. She was working with Ray Wiss and the team that she put together for days leading up to New Year's Eve. It's absolutely tireless work and we have so much to be thankful for. You put together a great group of resources to work with and did an unbelievable job.

Councilman Joseph Daloisio, Public Works & Public Utility/ Public Safety Report: Councilman Daloisio congratulated the Allendale Fire Department. He stated that several years ago we had a fire in this community. My neighbor lost somebody. There's not a day that goes by that I don't pass that house and think about the bravery and the effort that you guys put forth. Allendale is lucky to have such great volunteers.

The DPW has not met since our last meeting. We are scheduled to meet tomorrow, so I don't have anything to report. Thank you to Superintendent Agugliaro for the efforts with the snow and ice and the things that the DPW has done to keep the roads safe and sidewalks clear and everything else.

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Councilman Yaccarino, Facilities, Parks and Recreation/Land Use and Construction Code Report: Councilman Yaccarino congratulated the Fire Department. My grandfather was a Ridgewood fireman for almost 40 years, so we come from a family of firemen. My father was in emergency services for the Port Authority for another 37 years. I understand and I greatly appreciate it. Thank you all. You are wonderful.

We do have an Allendale Sports Alliance and Recreation Commission meeting coming up within the first two weeks of February, so we will be planning ahead for the year and discussing new initiatives. Spring sports are coming up so I will save a lengthy report for that.

Councilman Edward O'Connell, Facilities, Parks and Recreation Report: Councilman Edward O'Connell was absent.

Staff Reports:

Alison Altano, Business Administrator/CFO's Report. Alison Altano, Business Administrator/CFO congratulated all the officers sworn in today. I spoke with the auditors today and they are going to start working on the 2025 Annual Financial Statements within the next week or two, which is great. It's being done much earlier than in past years and it always holds up the budget a little bit.

We have been busy applying for possibly every grant that has come our way so far this week for future projects, analyzing prior year data, and coming up with a solid budget. We have not had a finance committee meeting in the new year yet. But, in the meanwhile, we are just going through analyzing and focusing on this year's expenses. This way, by the time we sit down we're going to be pretty good to go.

Lastly, for anybody who may or may not have seen it, the borough is hosting a 250th Anniversary flag design contest. It runs through February 24th and it's for all Allendale kids aged 7 to 12. The submissions will be presented in the community center once the contest closes. They will be in the hallway hung up. The winner will have their flag featured on the cover page of our newsletters for the remainder of the year. We will also be taking the flag and turning them into stickers to have at various events as giveaways. The flyer went out yesterday. Something fun for the kids.

Linda Louise Cervino, Municipal Clerk's Report. Linda Cervino has nothing to report from the Clerk's Office; however, congratulated the Allendale Fire Department officers sworn in today.

Andrew Agugliaro, DPW Superintendent's Report: Andrew Agugliaro, DPW Superintendent, stated the two new DPW crew chiefs are working out phenomenally. There is a potential for another wintery weather coming this weekend. The DPW continues to pick up Christmas trees. We are currently on the east side of town. Just a reminder to the residents to please do not put the Christmas trees in bags. Just put them out to the curb. The Green Team has a collection event coming up this weekend, Saturday, January 17, 2026, at Borough Hall from 10:00 a.m. to 12:00 p.m.

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They are collecting EPS, reusable bags, food and a coat collection. Lastly, congratulations to Chief Greg Andersen and the rest of the Allendale Fire Department officers who got sworn in today.

Michael Dillon, Police Chief's Report: Police Chief Michael Dillon was not present.

MAYOR'S REPORT:

Mayor Wilczynski stated I want to talk about our Fair Share Housing. It's a monumental day that we come to this agreement. When the Fourth Round was coming up, we were very proactive and we assembled a team of experts, including Ray Wiss, another Fair Share Housing lawyer, a planner, Councilwoman Homan and Councilpresident Lovisolo and myself. We really were trying to form a plan. We updated our Master Plan, and we also did what's called a hazard vulnerability study, which identifies vulnerable areas in the town that have been affected by climate and flooded areas. This was in addition to our Master Plan. This is important you'll see later because it really did set us up for success in the long run and that was the whole idea behind this.

When we got our number, our number was massive. It was 260. That's affordable units. You always have to take that number, and you have to multiply it by five because that's the ratio that developers have figured out that they can make a profit. There are three factors that determine that number. One is the equalized non-residential allocation factor. It's confirmed by our tax assessor. There's nothing we can do about that. The second is the income capacity allocation factor and this is derived from census records. There's nothing we can do about that. The third is the land capacity allocation factor. This is where the number was flawed. For example, they said that we have 24 buildable acres in Allendale. We absolutely do not. They identified all these areas that were completely non-buildable. So, this was the number that we could at least go in with and challenge. And, we did, and our projected need was adjusted from 260 to 200. That's still a massive number. And, remember, this is the fourth round. The third round we still had a massive number, and we still have this unmet need.

So, what happens is if the borough and the municipality lack sufficient land for 200 units times five, a thousand units, which we do, you have to identify an adjusted number, which is your realistic development potential. Our number was adjusted to four. So, four is what we call the RDP. But you can't just forget about all the rest of the numbers, so you have to take that number, and you have to address it. And you have to find different areas of the borough land that you have to adjust to. This is called the unmet need. So, we have an unmet need from our last round of a couple hundred and we have a couple hundred unmet need from this round because we don't have available land. So, it's almost like this black cloud that's over our municipality, but it's all municipalities, not just us.

We had to create these overlay zones, and this is where it got a little dicey. As Councilwoman Homan mentioned, Saddle River has all of their Fair Share Housing on our border. Saddle River does not have infrastructure for all of this building. One of our lawyers calls them paper buildings because, basically, they are. But they have literally 500 units going in and no infrastructure to support it. It was this battle back and forth. So, they came to us and they wanted to use our sewer and we said absolutely not. Then the Judge told us, yes, they have to use your sewer.

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So, the Judge forced me to sign what's called a TWA allowing this monster project at 275 units by Avalon Bay right on our border to come through our sewer system. So, we appealed. There's a lot more to the story, back and forth. They sued Saddle River for a hundred million dollars and then they dropped it. It's too dicey to get into it.

What Fair Share Housing wanted us to do is start looking at our downtown. And they wanted us to put three to four stories on our little downtown. So, they wanted to have this big, tall, corridor on our main street. We said no way. The challenge that we have with Fair Share Housing is we didn't have any shovels in the ground ready projects and Saddle River did. It became known very quickly that Fair Share Housing wanted Avalon Bay. They wanted this project. So, we held on as long as we could because we wanted something for it. We pushed and we had leverage because we had the appeal on the TWA. How the ending of this story goes is that we did not have to put any of our overlay zone on our downtown. Our overlay zone now is on Boroline Road, which will not affect the character of our town. In addition, we got \$500,000.00 from Avalon Bay, which was really unheard of because it's a project that's not even in our town. We used that leverage to make Fair Share Housing happy. We got what we wanted, and we got approval for our plan.

The Fair Share Housing Plan is what was on the agenda as well as the agreement of Avalon Bay to pay us \$500,000.00. And, as well as the sewer agreement which Councilwoman Homan was talking about because they were really pushing us to have this agreement with Avalon Bay. The problem with this Fair Share Housing happens every ten years. A lot of mayors and council are not around for ten years. So, they just say, whatever, we don't care. They kick it down the road and we didn't want that. We didn't want down the road to have Avalon Bay be in charge of our sewer line if something happened, so we made sure that Allendale was secure for decades to come that if anything happened with that sewer line that we would go right after Saddle River.

The process was crazy and the commitment of our team was significant. Hundreds and hundreds of hours to get this done with our planners, attorneys, administrators, staff, engineers. Quite frankly, all these funds could have been used to build affordable housing, but this is just how this process works. It's a very complex and flawed system and very disorganized system. But this issue is far beyond Allendale. It's all across New Jersey. Every town has this unmet need. If that's all built out throughout New Jersey it's going to be absolutely crazy. The sad part about all of this is that these numbers that they give you, they have no market studies done. They don't know if there's any jobs. A lot of times there's no schools that can handle our environmental impact. When I talked about the environmental impact, the hazard vulnerability study, that helped us with our downtown because some of that area was a flood zone. So, that was part of our defense to get the overlay zone out of our downtown. The town should be very, very pleased with our settlement. It's not going to affect us like some other towns. And for our four units that we have to do, we're not going to have to build another Vale or another larger complex because we are extending deed restrictions. So, we have six units that their deed restriction from prior rounds is coming due. We're extending those deed restrictions.

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A resident asked, how many units have to go on Boro Line? Mayor Wilczynski stated that we had to increase the density from 15 units per acre to 24 units per acre so it's probably around three and change. Councilwoman Homan said think about that new legislation that's saying 50.

Raymond Wiss, Borough Attorney's Report: Attorney Ray Wiss stated I had the privilege of being the borough attorney for more than a decade now. We've had some big nights. I'm thinking of the Veolia transaction that Councilwoman Homan talked about where all municipal debt, all utility debt was forgiven. And looking forward, the cost of repair and upkeep of the old system has been avoided. I'm thinking of the Hampshire transaction that led to the community center being there. That was a big win for the community. Thinking about our environmental liability lawsuit where we settled and had about a million-dollar settlement for the borough. All big nights. But this agenda is one of the biggest nights that we've ever had and for a lot of reasons. It's probably easy to talk about you having a good team, but here, that really needs to be accentuated. The mayor leading the team, Councilwoman Homan, Councilwoman Lovisolo, our special counsel, our borough engineer, Mike Vreeland, and our planner Ed Sneikus. We really all worked together. This was literally put together and that was the legislative day on which either settlements had to be achieved, or you end up in the litigation process. This was worked on by a team literally almost around the clock.

This was a major undertaken by a group of dedicated people. There were very formattable challenges that the borough faced in putting together its deal. We basically stood down some significant obstacles here in some which she alluded to. We had our neighbors in Saddle River who had an affordable housing project on our border. One the Avalon Bay, one that was alluded to and also their own inclusionary project. They do not have infrastructure; they do not have sewers. So, we are the ones that need to facilitate that. And, apparently, the players do not view that to be an impediment that we have to, according to them, welcome with open arms, projects that are not within our borders while trying to address the future projects that may be within our borders. So, one of the things we did face was a little bit of an adversarial relationship with Saddle River in terms of their desire and Fair Share Housing's desire which we refer to as the Michael's Two project, which is an inclusionary project in Saddle River. And, secondly, as the mayor said, the Avalon Bay project was insistent by Fair Share counsel, and it had to be done.

In the wake of that, we had the numbers that the mayor referred to that were threatening us with the density that Allendale was facing. A complete redo of the downtown area, three story buildings and really changing the face of the community downtown. The mayor and her team basically hung in there and said unless we get our way in terms of no zoning of the downtown, the decrease of the density, the overlay only being in our bordering town area. I think all of that became very important, and that was the standout poker game that ultimately resulted in what I think is -- if it's not capitulation, it was near capitulation by Fair Share Housing in saying, mayor, you will get the downtown area preserved, you get density reductions, we agreed to accommodate the projects in Saddle River. And then we went through the litigation process. We played, again, a little poker game on that one. We got \$500,000.00 from the developer of the Avalon Bay project to accommodate their sewer flow. That's not a small number to pick up half a million dollars to comply with our obligation.

Mayor and Council of the Borough of Allendale

Regular Meeting of Mayor and Council – January 15, 2026

When I talk about good days, a good day is having our fourth round approved, which gives us immunity for builder's remedy for the next decade. That's very, very important. It's a plan that maintains the character of the community. That's very, very important. It should not have an impact on any residential areas in the town. It solves a problem with a lawsuit, which now gets to be settled. And somebody gets to write a half a million dollar check to the borough. When I talk about good days, I think when we put all those pieces together, we taped it every time. Kudos to the mayor and her team.

UNFINISHED BUSINESS/NEW BUSINESS: There was no unfinished business or new business.

PUBLIC COMMENTS ON ANY MATTER: Jim Wright, Allendale, stated, I, first, want to thank you for the name change of the Franklin Turnpike. I'm here tonight for a couple of reasons. One is just to bring up a problem at the celery farm with skaters. Back in the day it was s local skating rink. Now with texting and all kinds of communications the celery farm skating is being overrun by outsiders. The Celery Farm volunteers are not equipped to deal with skaters who are dealing with raccoons or something and not people, alcoholic drinking, littering and vandalism. There's a whole list of things. One thing if the council can do, I'd really appreciate it, and I talked to Mike Limatola and the FYKE board about this, is to change the hours of the celery farm from dawn to dusk. Not half an hour before and a half hour after dusk. Because people are skating at night. It's pretty hard to enforce. So, we're going to come up with a list of rules. Hopefully, we can post in the winter saying skating at your own risk. There's a whole list of things to say including no drinking and no parking on the sidewalk. Mayor Wilczynski said she will bring that up at the next Land Use meeting.

The other thing the residents mentioned is long-term, the celery farm's lake is shrinking. If something isn't done we're going to lose the lake. Mayor Wilczynski said they had that issue with Crestwood Lake; however, this latest treatment was very successful.

Mr. Wright stated, I would love to ask the town's grant writers to help us write grants. Mayor Wilczynski said it's a five-year process that they had.

Mr. Wright said they have a report done by David Epstein the Land Conservancy of New Jersey and he will pass that along to the mayor and council.

Kevin Wood, 57 Meeker Avenue, Allendale, thanked the mayor and council for what they did on the Fair Share Housing. As somebody who is about to be AICE certified, American Institute of Certified Planners, it is a very challenging issue that we're facing. Mayor Wilczynski stated that she said to our planner that it goes against all the planning principles that you all go to school for and that defies everything that you've learned, so it is frustrating for planners. Mr. Wood said, yes, and it's definitely unique in the sense that we're one of the only states in the country and it's constitutionally mandated.

Mayor and Council of the Borough of Allendale

Regular Meeting of Mayor and Council – January 15, 2026

The question that I had is whether additional housing had to be constructed, is there any way that there would be a provision where Co-ops would be able to be included in that? Borough Attorney, Ray Wiss, said there is no restriction on the nature of the resulting entity. So, a project could go forward as a condo apartment co-op so that the law does not restrict the nature of the entity that develops a project. Mr. Wood said he was just going to ask if, in the future consideration, if something like a co-op was to come up, a smaller co-op that might be a good idea because I figure, you know, people who want to stay and live in Allendale their whole lives and the process of aging in place, like, you can live there from the time you're born to the time you die, co-ops are proving to be really successful in that and I was curious if the borough ever looked into doing something like that, whether the state permits something like that or whether we can try and put pressure on our state legislatures to try and tell them why can't we include co-ops as part of this solution. Mr. Wiss said he doesn't think that there's anything that proscribes it, but you're 100 percent right, that it has not caught the fancy of any developers, I'm assuming in part is since the developers make their money off of these projects and include the 20 percent set aside as the inclusionary, the money is in other things besides co-ops.

Mr. Wood asked regarding the Guardian Angel Church issue, whether there is a plan that if that church does close what will happen to that land. Does the town have a plan starting on that. Mayor Wilczynski said that she had a meeting with the bishop and it was a very excellent meeting and we all feel very good about the future of the church. How it was explained to us by the bishop was that if that church is not a church anymore, that would not be sold, and the money would not go to the arch dioceses. It would be something else that's kind of like church related, and it has to go in front of a committee, and it would be something that does help, like some Christian type of ministry type work. They were very adamant about that. The whole reason for all this consolidation there's a lot of areas, for example, that might have five churches in a town and there's no Catholics left in that town. There's a lot of churches that are in old buildings that are costing hundreds of thousands of years for repairs. It just doesn't really make any sense. There are some churches that are literally adjacent to each other or right next to the other. The attendance has declined. I feel very good that we're in very good shape with Guardian Angel. We had the most amount of responses to the bishop. Our name is definitely in there and on their radar. So, I feel very comfortable with it. I think the bishop was a very smart businessman and he was just trying to be logical about it, but he's not really looking to close down any churches where the community is vibrant as ours.

Mr. Wood said the other question I have is what is our now position to build housing on church land by the borough council? Mayor Wilczynski said, now, it's not necessarily that it's church land. It's that it is for going local zoning laws. They are the ones in this law that specified churches and non-profits at the density of 50 units per acre.

Mr. Wood asked about E-bikes and bikes in town. He asked if there's any looking into implementing bike infrastructure in the town, particularly downtown, such as bike racks or looking at a way to make the downtown more biker friendly with the parking situation. Councilman O'Toole stated we haven't specifically discussed that, but I think that downtown is a little congested to really make that done properly. So, what we're trying to do with our e-bike legislation is more education. Talk to people about how to ride properly and how to ride with pedestrians and motorists.

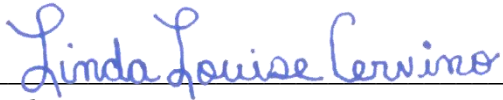
Mayor and Council of the Borough of Allendale
Regular Meeting of Mayor and Council – January 15, 2026

Just try to make it safer for everybody. I don't think we would be opposed to bike racks of some sort, but I don't know what that would look like. Mayor Wilcynski said it's challenging but we're going to look into it. Councilman O'Toole said there's no debating that they are useful for a lot of people. Mr. Wood said he's a daily commuter to New York City and I ride my bike to the train station and it's so helpful that the bike racks are there, but I don't know if the NJ Transit people ever come, but if we can ask for more bike racks just because they fill up really quickly in the morning.

ADJOURNMENT:

There being no further business to come before the Mayor and Council, on a motion by Councilman Daloisio, second by Councilwoman Lovisolo and unanimously carried, the work meeting was adjourned at 8:00 p.m.

Respectfully submitted,



Linda Louise Cervino, RMC
Municipal Clerk

02/05/2026

Date Approved

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-73

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

- ☐ Carried
- ☐ Defeated
- ☐ Tabled
- ☒ Approved on
Consent Agenda

APPROVAL OF COUNTY BOARD JUDGMENT

BE IT RESOLVED by the Council of the Borough of Allendale that the Tax Collector is hereby authorized to issue the following overpayment check due to County Board Judgment for the tax year 2025.

Block/Lot	Name	Property Location	Amount
1808/2	22 Maple Realty LLC	22 Maple Street	\$3,862.58
2203/4	Salvatore J & Jennifer Carcara	42 Oakwood Road	\$2,541.72
509/15	Erika H & William P Larsen	11 Wilton Drive	\$1,184.15

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 15, 2026.


Linda Louise Cervino, RMC
Municipal Clerk



RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-74

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

- ☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on
Consent Agenda

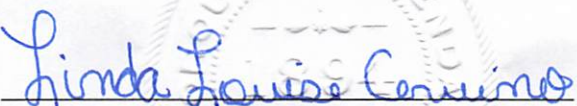
APPROVAL OF BUDGET TRANSFERS

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

NOW THEREFORE, BE IT RESOLVED, BY THE Mayor & Council of the Borough of Allendale that the following transfers be made between the following 2025 Budget Reserve Appropriations:

DEPARTMENT	ACCOUNT	FROM	TO
CURRENT FUND			
Municipal Recycling – OE	5-01-26-306-020	10,200	
Garbage and Trach Removal – OE	5-01-26-305-020		4,000
Buildings and Grounds – OE	5-01-26-310-020		6,000
Crestwood – OE	5-01-28-371-020		200
Total Transfers		10,200	10,200

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 15, 2026.


Linda Louise Cervino, RMC
Municipal Clerk



RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-75

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

- ☐ Carried
- ☐ Defeated
- ☐ Tabled
- ☒ Approved on
Consent Agenda

**APPROVAL OF THE ALLENDALE CHAMBER OF COMMERCE'S
2026 ALLENDALE FESTIVAL DAY**

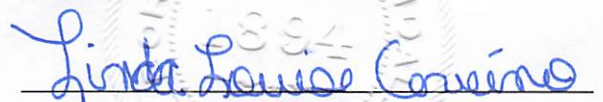
WHEREAS, there is a request by the Allendale Chamber of Commerce to hold the Allendale Festival Day on Saturday, September 26, 2026 from 12:00 p.m. to 4:00 p.m. with a rain date of Saturday, October 3, 2026; and

WHEREAS, West Allendale Avenue to Demercurio Drive will be closed starting 10:30 a.m. for this event from the town clock to DeMercurio Drive; and

WHEREAS, the Chamber of Commerce will, after approval, coordinate the event with the Police Department, the Fire Department and the Department of Public Works.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council that this request be and is hereby approved.

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 15, 2026.



Linda Louise Cervino, RMC
Municipal Clerk



RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-76

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

- ☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on
Consent Agenda

A RESOLUTION WAIVING THE SPECIAL EVENTS PERMIT FEE FOR FOOD VENDORS PARTICIPATING IN THE ALLENDALE FALL FESTIVAL ON SEPTEMBER 26, 2026, (RAIN DATE OCTOBER 3, 2026) HOSTED BY THE CHAMBER OF COMMERCE

WHEREAS, the Allendale Fall Festival is an annual community event that celebrates the autumn season with a variety of activities, entertainment, and food, attracting residents and visitors alike; and

WHEREAS, the 2026 Allendale Fall Festival is being hosted by the Allendale Chamber of Commerce, a key organization dedicated to supporting local businesses and fostering economic development within the community; and

WHEREAS, food vendors are an essential component of the festival, providing diverse culinary offerings that enhance the experience for attendees; and

WHEREAS, the Borough of Allendale currently imposes \$50 special events permit fee on food vendors participating in public events within the municipality; and

WHEREAS, the governing body of the Borough of Allendale recognizes the importance of supporting the Chamber of Commerce in its efforts to organize a successful festival and wishes to encourage maximum participation by waiving the special events permit fee for food vendors; and

WHEREAS, waiving this fee will promote greater participation from food vendors, benefiting the overall success of the Allendale Fall Festival and supporting the local economy;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borough of Allendale, that the \$50 special events permit fee for food vendors participating in the Allendale Fall Festival on September 26, 2026, (Rain Date October 3, 2026) hosted by the Chamber of Commerce, is hereby waived.

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 15, 2026.


Linda Louise Gervino, RMC
Municipal Clerk

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-77

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

- ☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on
Consent Agenda

A RESOLUTION APPROVING THE 2026 ALLENDALE HOLIDAY WALK

WHEREAS, there is a request by the Allendale Chamber of Commerce to hold the Allendale Holiday Walk on Friday, December 4, 2026 from 6:30 p.m. to 9:00 p.m.; and

WHEREAS, West Allendale Avenue will be closed for this event from the town clock to DeMercurio Drive beginning at 6:00 p.m.; and

WHEREAS, the Chamber of Commerce will, after approval, coordinate the event with the Police Department, the Fire Department and the Department of Public Works.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council that this request be and is hereby approved.

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 15, 2026.



Linda Louise Cervino, RMC
Municipal Clerk

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

DATE: 01/15/2026

RESOLUTION# 26-78

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

- ☐ Carried
- ☐ Defeated
- ☐ Tabled
- ☒ Approved on
Consent Agenda

A RESOLUTION OPPOSING S-4736

WHEREAS, municipalities are required to establish a Municipal Master Plan with a combination of mandatory and optional elements including Goals and Objectives, Land Use, Circulation, Housing, Community Facilities, Downtown Economic Development, Historic Preservation, and Sustainability; and

WHEREAS, municipalities are also required to reexamine the Municipal Master Plan every 10 years to ensure that the master plan meets the community needs and is relevant as communities evolve, grow, and change; and

WHEREAS, municipalities complete this effort at great cost and community input to ensure their community has a roadmap for growth; and

WHEREAS, a municipality is best suited to plan for and understand their community's needs, the existing infrastructure to address the municipality's public safety, health, traffic, and character and the ability to expand such infrastructure for desired growth; and

WHEREAS, there are many mechanisms for exceptions and variances to the local planning process; and

WHEREAS, municipalities have been diligently working to comply with the changes outlined in the passage of A-4/S-50 in 2024 that made substantial changes to the 4th Round of Affordable Housing obligations; and

WHEREAS, affordable housing construction has generally comprised between 10-20% of a total development, but municipalities will end up constructing far more units during this current round of affordable housing; and

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-78

WHEREAS, recent legislative proposals that preempt the planning process by permitting the conversion of underutilized properties into mixed used developments, reducing the number of parking spaces required for new developments near transit, making Accessory Dwelling Units permissible, and most recently, legislation that enhances the ability of religious and nonprofit organizations to convert certain property to inclusionary developments with affordable housing undermine the careful planning process outlined in the Municipal Land Use Law; and

WHEREAS, this proposal, S-4736 is particularly egregious because the required percentage of affordable housing units is only 20% with the remaining 80% at market rate making it more challenging for municipalities to meet their 4th Round Affordable Housing obligations; and

WHEREAS, this legislation bypasses local planning for increased density and height, regardless of a municipality's ability to ensure safety; and

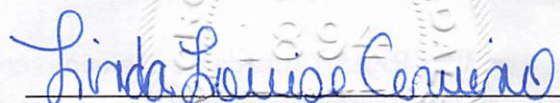
WHEREAS, a worthy project could, and should participate in the local planning and zoning process to engage with the public; and

WHEREAS, S-4736 permits the bypassing of the local planning process which is an egregious assault on municipal autonomy and local decision making.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Allendale, County of Bergen, urges the legislature to defeat S-4736 and similar legislation that denies local autonomy in land use planning and ignores the well thought out master plan; and

BE IT FURTHER RESOLVED, that a copy of this resolution is forwarded to the Senator Holly T. Schepisi, Assemblymember Robert Auth, Assemblymember John V. Azzariti, Jr., Governor Mikie Sherrill, and the New Jersey State League of Municipalities.

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 15, 2026.



Linda Louise Cervino, RMC
Municipal Clerk

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-79

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

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on
Consent Agenda

**RESOLUTION APPROVING THE 2026 DISPLAY OF RAMADAN CRESCENT LIGHTING
IN THE BOROUGH OF ALLENDALE AT ORCHARD COMMON PARK**

WHEREAS, the Borough of Allendale recognizes the cultural and religious significance of Ramadan for its Muslim residents and community members; and

WHEREAS, the Borough acknowledges the importance of fostering inclusivity, respect, and mutual understanding within the community; and

WHEREAS, as a symbol of celebration for the Ramadan season, the installation of Ramadan Crescent lighting would serve to enhance community pride and support for cultural diversity in the Borough of Allendale; and

WHEREAS, the Borough of Allendale has received a request to approve the display of Ramadan Crescent lighting at Orchard Common Park for the purpose of celebrating the holy month of Ramadan and promoting cultural understanding; and

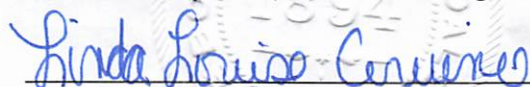
WHEREAS, the Borough Council of Allendale has considered the request and believes that such a display aligns with the values of unity and respect within the Borough; and

WHEREAS, the Borough Council of Allendale approves the Ramadan Crescent Lighting Cultural Event Ceremony on February 13, 2026 at 5:00 p.m. on the lawn of Allendale Borough Hall; and

WHEREAS, the Crescent Lighting will be removed on March 20, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Allendale, County of Bergen, State of New Jersey, hereby approves the installation and display of Ramadan Crescent lighting at Orchard Common Park in a manner that ensures safety and compliance with all local regulations for the duration of Ramadan.

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 15, 2026.



Linda Louise Cervino, RMC
Municipal Clerk

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-80

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

- ☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on
Consent Agenda

**A RESOLUTION AUTHORIZING THE BOROUGH OF ALLENDALE TO ENTER INTO A
SHARED SERVICES AGREEMENT WITH THE VILLAGE OF RIDGEWOOD FOR
EXPANDED POLYSTYRENE PACKAGING RECYCLING SERVICES**

WHEREAS, the Borough of Allendale ("Borough") is committed to environmentally responsible recycling practices and providing recycling opportunities for its residents; and

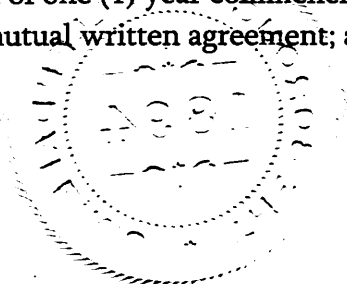
WHEREAS, the Village of Ridgewood ("Village"), through its Department of Sanitation, Division of Recycling, has the personnel, equipment, and facilities necessary to provide expanded polystyrene packaging densification and recycling services; and

WHEREAS, the Borough of Allendale desires to utilize the Village of Ridgewood's expanded polystyrene packaging densification services for the purpose of recycling such materials collected by the Borough; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes local units to enter into shared services agreements for the provision or receipt of services that each participating local unit is empowered to provide or receive; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the governing body of each participating local unit must authorize such shared services agreement by resolution; and

WHEREAS, the Borough of Allendale and the Village of Ridgewood have negotiated a Shared Services Agreement for Expanded Polystyrene Packaging Recycling Services, with a term of one (1) year commencing upon the effective date, with the option for annual renewal by mutual written agreement; and



RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-80

WHEREAS, under the terms of the Agreement, the Village of Ridgewood shall provide expanded polystyrene packaging densification services, and the Borough of Allendale shall be responsible for collection, preparation, transportation, and payment of applicable fees as set forth therein; and

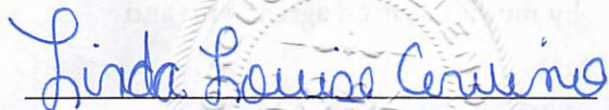
WHEREAS, the Mayor and Council of the Borough of Allendale find it to be in the best interest of the Borough and its residents to enter into this Shared Services Agreement.

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

1. The Mayor and Municipal Clerk are hereby authorized to execute a Shared Services Agreement with the Village of Ridgewood for the provision of expanded polystyrene packaging densification and recycling services, substantially in the form presented to this governing body.
2. The Agreement is authorized pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.
3. All actions taken by Borough officials and employees in furtherance of this Agreement prior to the adoption of this Resolution are hereby ratified and confirmed.
4. A certified copy of this Resolution shall be forwarded to the Village of Ridgewood and shall be attached as an exhibit to the fully executed Agreement.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption according to 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 15, 2026.



Linda Louise Cervino, RMC
Municipal Clerk



BETWEEN

Village of Ridgewood, Division of Recycling

AND

Borough of Allendale (Bergen County)

FOR:

**THE PROVISION BY THE VILLAGE OF RIDGEWOOD
OF EXPANDED POLYSTYRENE PACKAGING
RECYCLING SERVICES**

**VILLAGE OF RIDGEWOOD
DEPARTMENT OF SANITATION
DIVISION OF RECYCLING**

DATE: January 8, 2026

PREPARED BY:

**VILLAGE OF RIDGEWOOD
131 N MAPLE AVENUE
RIDGEWOOD, NJ 07450
(201) 670-3373**

**SHARED SERVICES AGREEMENT – EXPANDED POLYSTYRENE
PACKAGING RECYCLING SERVICES**

THIS AGREEMENT made this ____ day of _____, 2026, (hereinafter “Effective Date”) by and between:

VILLAGE OF RIDGEWOOD, a body politic and corporate of the State of New Jersey, with administrative offices at 131 N MAPLE AVENUE, RIDGEWOOD, NJ 07450, (hereinafter referred to as “Village;”) and

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

WITNESSETH:

WHEREAS, VILLAGE has the personnel and equipment necessary to provide expanded polystyrene packaging densifying services for the purpose of recycling such polystyrene and has the capability of accepting such materials from other communities; and

WHEREAS, Borough of Allendale desires to utilize the polystyrene packaging densifying services and equipment for similar purposes; and

WHEREAS, **Borough of Allendale** wishes to enter into an agreement with VILLAGE whereby VILLAGE would provide to MUNICIPALITY expanded polystyrene packaging densifying services; 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 VILLAGE and MUNICIPALITY have each adopted Resolutions authorizing execution of 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, VILLAGE and **Borough of Allendale** 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. "Expanded polystyrene packaging" means rigid, white, foam packaging, customarily used within shipping boxes to cushion consumer goods. Acceptable "expanded polystyrene packaging" shall be identified as only clean "block" type #6 foam material; no "peanut" shaped packaging; foam must be free of tape, ink, and labels; no egg cartons, cups, or food containers; no colored foam; no wet or dirty foam. It does not include food service foam. Standards are set by the purchaser of the recyclable material and the State of New Jersey.
- B. "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 VILLAGE and MUNICIPALITY authorizing entry into this Agreement.
- C. "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.
- D. "Shared Services Agreement" means this Agreement and document(s) executed herein by and between the VILLAGE 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 may be renewed on an annual basis for successive one year terms if agreed upon by the Parties in writing, unless terminated sooner as provided in this agreement.

III. PROJECT DESCRIPTION.

The Village of Ridgewood, through its Department of Sanitation, Division of Recycling, shall provide expanded polystyrene densification and packaging recycling services for Borough of Allendale.

IV. RESPONSIBILITIES.

A. VILLAGE's Responsibilities.

- 1. VILLAGE shall provide equipment and personnel to provide the services requested by MUNICIPALITY pursuant to the terms of this Agreement.

2. VILLAGE shall provide personnel to process the delivered expanded polystyrene packaging to provide the services requested by this Agreement pursuant to its terms.
3. VILLAGE shall perform all services in compliance with all statutes, rules, and directives governing the provision thereof.
4. VILLAGE shall ensure that all Village personnel providing services under this Agreement possess all required licenses, certifications, and training required to provide the services.
5. Once expanded polystyrene packaging is delivered by the **Borough of Allendale Green Team** and accepted by the Village, the VILLAGE shall accept responsibility for the expanded polystyrene packaging that will be densified and will be responsible for marketing the material to a recognized expanded polystyrene packaging recycler.
6. All performance by the VILLAGE shall be limited to the VILLAGE's appropriation for personnel, equipment, and the VILLAGE's budgetary restrictions.
7. It is understood and agreed upon that the VILLAGE shall have no obligation to hire or otherwise retain additional personnel to perform and satisfy the services under this Agreement. VILLAGE shall have no obligation to procure additional equipment to perform under this Agreement.
8. A representative of the **Borough of Allendale Green Team**, shall deliver the expanded polystyrene packaging to the designated Village facility and remain at the facility until it is determined that the expanded polystyrene packaging is acceptable and meets the standards set forth as noted above.

B. MUNICIPALITY'S Responsibilities.

9. **Borough of Allendale** shall be responsible for all communications with MUNICIPALITY's residents in relation to expanded polystyrene packaging recycling.
10. **Borough of Allendale** shall be responsible for making sure that all expanded polystyrene packaging collected for densifying by VILLAGE is qualified for densification which means it must meet the standards set forth by the purchaser and the State of New Jersey as stated above. The VILLAGE reserves the right to be the sole arbiter to reject and otherwise not accept any polystyrene packaging that is not qualified and/or does not meet the standards for densification.

11. **Borough of Allendale** shall be responsible for obtaining and bagging all expanded polystyrene packaging in 95-gallon clear bags.
12. **Borough of Allendale** shall be responsible for transporting the expanded polystyrene packaging collected by MUNICIPALITY to VILLAGE's recycling center, located at 203 East Glen Avenue, Ridgewood, NJ 07450.
13. **Borough of Allendale** shall be responsible for providing one representative employee to unload vehicle. Upon delivery, the representative shall remain at the facility until it is determined, at the sole discretion and opinion of the Village staff present, that the delivered polystyrene packaging meets the standards and criteria for densification.
14. **Borough of Allendale** understands and acknowledges that it shall not be entitled to any compensation or receive any payment from VILLAGE for the expanded polystyrene packaging when it is sold at an end market for recycling.
15. **Borough of Allendale** shall, within seven (7) days of the execution of this Agreement, provide VILLAGE with a written and photographic description of the transport vehicle and collection container to be used to deliver expanded polystyrene packaging for recycling to VILLAGE, along with a copy of their promotional/educational materials.
16. **Borough of Allendale** shall, within seven (7) days of the execution of this Agreement, contact VILLAGE to make their first appointment for the delivery of expanded polystyrene packaging densifying services. The appointment will require the VILLAGE to describe the delivery process, the compacting of material process and the involvement of the delivery employee from the municipality.
17. **Borough of Allendale** shall designate an authorized representative who will be empowered to make appointments and administratively facilitate the expanded polystyrene packaging densifying services and assign a MUNICIPALITY representative to deliver and unload the material.
18. If it is determined that the delivered expanded polystyrene packaging does not meet the standards or criteria for densification, the employee of the municipality shall retain possession of the non-compliant material delivered and remove it from the facility.
19. Any dispute that arises between the Parties which pertains to the quality of the expanded polystyrene packaging and its suitability for the densification process shall be resolved by Director of Recycling within 5 days of the purported delivery of same.

V. SERVICES AND COMPENSATION.

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

1. Accept and densify ninety-five (95) gallon
clear bags of expanded polystyrene packaging: \$5.00 per bag
2. Accept and densify ninety-five (95) gallon
Clear bags of expanded polystyrene packaging: \$1,000.00 Per Year
(No Limit)

All expanded polystyrene packaging must be free of markings, tape, labels, stickers, or ink and be white in color, clean, and dry.

B. The time and cost required to complete this service is based upon a VILLAGE employee receiving expanded polystyrene packaging that meets the criteria for densification and upon MUNICIPALITY making sure that all expanded polystyrene packaging meets the criteria set forth herein.

C. VILLAGE shall bill MUNICIPALITY monthly for all services provided. MUNICIPALITY shall tender payment to VILLAGE within sixty (60) days of receipt of invoice.

VI. DISPUTE RESOLUTION.

A. Forum for Disputes: All terms and provisions of this Agreement shall be governed by and interpreted consistent with the laws of the State of New Jersey. In the event of a dispute, the parties agree that they will work in good faith to resolve any and all issues arising in the dispute. In the event that the parties' good faith efforts cannot resolve the disputed issues, whether technical or otherwise, any resolution of such disputes must be brought or filed in the Superior Court of New Jersey, Bergen County vicinage.

B. 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.

C. 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, mediation or litigation, the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the VILLAGE shall forthwith repay the difference.

VII. DEFENSE, INDEMNIFICATION, AND SUBROGATION.

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 and from any and all claims resulting or claiming to result from the services provided pursuant to this Agreement.

VIII. EMPLOYMENT RECONCILIATION.

No employees are intended to be transferred from MUNICIPALITY to VILLAGE pursuant to this Agreement, and the VILLAGE will not accept transfer of any employees from MUNICIPALITY to VILLAGE 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, VILLAGE will cooperate with MUNICIPALITY in the preparation and filing of the plan.

IX. NOTICES.

All notices, demand, consents, approvals, requests required or permitted to be given to or served upon the VILLAGE 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 :

Alison Altano
Borough Administrator Chief Financial
Officer
500 Crescent Avenue
Allendale, NJ 07401
(201) 818-4400 ext. 205

If to
VILLAGE:

Sean Hamlin
Recycling Coordinator, Department of Sanitation
Village of Ridgewood
131 N Maple Avenue
Ridgewood, NJ 07450
(201) 670-5500 x6115

With a copy to:

Matthew Rogers, VILLAGE Counsel
123 Prospect Street
Ridgewood, NJ 07450
msr@mrogerslaw.com

X. TERMINATION.

- A. Notwithstanding any other term in this Agreement, VILLAGE and MUNICIPALITY retain the right, in their sole discretion, to terminate this agreement at any time on thirty days' written notice, without further liability to the other, except as set forth herein.

XI. 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. 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 and may not be modified except in a writing executed by all Parties.
- F. 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.

- G. Entire Agreement. This Agreement, including any Exhibits and Addenda attached hereto, contain the sole and entire Agreement between the Parties dealing with the matters herein and supersedes all negotiations and prior agreements or understandings between the Parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- 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, New Jersey. 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 cannons 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:

VILLAGE OF RIDGEWOOD

By:

Keith Kazmark, Village Manager

ATTEST:

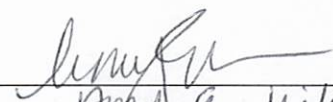
MUNICIPALITY


Linda Louise Corvino

By:

Printed:

Title:



Amy E. Wilczak

Mayor

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-81

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

- ☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on
Consent Agenda

ESTABLISH 2026 RENTAL FEES FOR THE ALLENDALE COMMUNITY CENTER

WHEREAS, pursuant to Chapter 203, Section 20A of the Code of the Borough of Allendale, fees for the use of recreational facilities are to be established annually by resolution of the governing body.

NOW, THEREFORE, BE IT RESOLVED, that the following rates be and are hereby approved for the Allendale Community Center for 2026:

2026 PARTY/EVENT RENTAL RATES

	Resident Rates	Non-Resident Rates
Community Room Party/Event up to 4 hours	\$350	\$500
Community Room Party/Event over 4 hours	\$500	\$650
Cleaning Fee for all rentals	\$50	\$50
Non- Refundable booking deposit	\$200	\$200
Kitchen add-on	\$100	\$100
Gym add-on	\$100	\$100

2026 COMMUNITY ROOM BUSINESS USE RATES FOR MEETINGS

Allendale Business	
Hourly	\$25
Non- Allendale Business	
Hourly	\$ 50

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-81

2026 USE OF BUILDING FOR ATHLETIC ORGANIZATIONS- OUTSIDE OF ARC

YEARLY RATES

Individual reservations for up to 4 hours, contact Borough Hall for extended time

\$25 for single use

\$100 - up to 5 uses

\$200 - up to 12 uses

\$350 - 13 or more

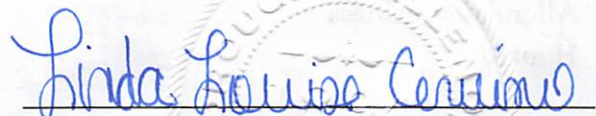
BE IT FURTHER RESOLVED Allendale residents can use the community rooms and gym free of charge for personal use (ie.- basketball, pickleball, card games, book clubs, studying etc.)

BE IT FURTHER RESOLVED that resident rate shall be granted to non-resident Northern Highlands Regional High School students;

BE IT FURTHER RESOLVED that free rental shall be granted to Allendale School Districts including school events hosted by students, eligible members of the Allendale Volunteer Fire Department, Allendale Volunteer Ambulance Corps, Allendale CERT, Allendale non-profit quasi-public entity groups, 2026 Mayor and Council members and any Mayor Emeritus; and,

BE IT FURTHER RESOLVED that all payments shall be deemed final when remitted and that no refunds shall be provided.

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 15, 2026.



Linda Louise Cervino, RMC
Municipal Clerk



RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-82

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

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on
Consent Agenda

**RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT SUBMISSION TO THE NEW
JERSEY DEPARTMENT OF COMMUNITY AFFAIRS' FY26 LOCAL RECREATION IMPROVEMENT
GRANT PROGRAM**

WHEREAS, the Borough of Allendale desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately \$45,000 to carry out a project to rehabilitate and improve Borough-owned athletic fields and recreational amenities at 211 W. Allendale Avenue.

NOW, THEREFORE, BE IT RESOLVED

1. That the Mayor and Council of the Borough of Allendale does hereby authorize the application for such a grant; and
2. Recognizes and accepts that that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between Borough of Allendale and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED that Borough of Allendale and the Department of Parks and Recreation recognize and accept that the Department of Community Affairs may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between Allendale Department of Parks and Recreation and the New Jersey Department of Community Affairs, and

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-82

BE IT FURTHER RESOLVED, that the persons whose names, titles and signatures appear below are authorized to sign the application, and that they or their successor in said title is authorized to sign the agreement, and any other documents necessary in connection therewith:

Signature

Print Name

Title

Signature

Print Name

Title

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 15, 2026.

Linda Louise Cervino

Linda Louise Cervino, RMC
Municipal Clerk

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-82

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

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on
Consent Agenda

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RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-82

BE IT FURTHER RESOLVED, that the persons whose names, titles and signatures appear below are authorized to sign the application, and that they or their successor in said title is authorized to sign the agreement, and any other documents necessary in connection therewith:

Alison Altano
Signature

Alison Altano
Print Name

CEO/Administrator
Title

Amy E. Wilczynski
Signature

Amy E. Wilczynski
Print Name

MAYOR
Title

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 15, 2026.

Linda Louise Cervino
Linda Louise Cervino, RMC
Municipal Clerk



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

DATE: 01/15/2026

RESOLUTION# 26-83

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

- ☐ Carried
- ☐ Defeated
- ☐ Tabled
- ☒ Approved on
Consent Agenda

A RESOLUTION AUTHORIZING THE BOROUGH OF ALLENDALE TO AWARD A CONTRACT TO FOVEONICS DOCUMENT SOLUTIONS FOR RECORDS DIGITIZATION, DOCUMENT MANAGEMENT, AND RELATED SERVICES THROUGH THE ESCNJ COOPERATIVE PURCHASING PROGRAM

WHEREAS, the Borough of Allendale maintains archived construction, planning, zoning, and municipal clerk records that constitute official government records; and

WHEREAS, many of these records exist only in paper form and are vulnerable to loss, damage, or deterioration due to fire, flooding, or other unforeseen events, creating a risk to business continuity and disaster recovery; and

WHEREAS, the Borough seeks to digitize and securely store these records in compliance with the requirements of the New Jersey Division of Revenue and Enterprise Services (NJ DORES), including image processing system certification and approved destruction of records; and

WHEREAS, Foveonics Document Solutions ("Foveonics") submitted a proposal dated **October 27, 2025**, outlining comprehensive records digitization, indexing, cloud-based document management, quality assurance, NJ DORES compliance assistance, and certified destruction services for the Borough of Allendale; and

WHEREAS, Foveonics is an experienced provider of document imaging and electronic document management services to New Jersey municipalities and utilizes a NJ DORES-compliant imaging system; and

WHEREAS, the services include, but are not limited to, boxing and labeling, transportation, document preparation, scanning, indexing, quality assurance, cloud storage, training, ongoing "day-forward" scanning services, and certified destruction upon State approval; and

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-83

WHEREAS, the proposed services will allow Borough staff to retrieve records efficiently, respond to OPRA requests more effectively, and improve operational efficiency while ensuring long-term records preservation; and

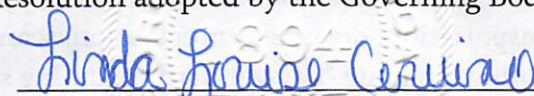
WHEREAS, the proposal is made pursuant to the ESCNJ Cooperative Purchasing Program, NJ State Approved Co-Op #65MCESCCPS, Bid #ESCNJ 22/23-11, for Records Management, Retention, and Disposal services, in accordance with N.J.S.A. 40A:11-10 and N.J.A.C. 5:34-7.1 et seq.; and

WHEREAS, sufficient funds are available or will be made available in current or future budgets, subject to certification by the Chief Financial Officer.

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

1. The Borough of Allendale is hereby authorized to award a contract to **Foveonics Document Solutions** for records digitization, electronic document management, cloud storage, and related services, in accordance with the proposal dated October 27, 2025, and ESCNJ Cooperative Contract #65MCESCCPS, Bid #ESCNJ 22/23-11.
2. The Mayor and Municipal Clerk are hereby authorized to execute any agreements, statements of work, or related documents necessary to effectuate this Resolution, subject to review and approval by the Borough Attorney.
3. All services shall be performed in compliance with NJ DORES requirements, applicable statutes, and cooperative purchasing regulations. The Borough Administrator and designated departmental representatives are authorized to oversee project implementation.
4. This Resolution shall take effect upon certification by the Chief Financial Officer, as required by law.
5. This Resolution shall take effect immediately upon 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 15, 2026.



Linda Louise Cervino, RMC
Municipal Clerk



Borough of Allendale

Business Continuity and Disaster Recovery

Approved Migration Path

Back File Conversion



***NJ State Approved Co-op # 65MCESCCPS Document
Management for Records Retention and Disposal RFP#
ESCNJ 22/23-11 RFP TERM: 7/1/2022 – 6/30/2026***

October 27, 2025

Prepared by:

Gregory DeTommaso, VP Government Solutions

Foveonics Document Solutions

Greg@foveonics.com

(908)209-1188

www.Foveonics.com



The Borough of Allendale would like to begin digitization of their archived construction, planning, zoning, and clerk records. Foveonics works with over 166 municipalities in NJ. Foveonics has scanned and now manages over 300 million Cloud Images for New Jersey Municipalities through its Document Management Software, DocumentSync. It is imperative that Allendale selects a vendor that understands NJ DORES Image Processing System Certification and Destruction of Records. Foveonics has a full-time record manager that makes the process seamless. Our Software is complete with redaction and workflow allowing the township to perform OPRA requests within seconds, at a fraction of the cost.

Foveonics Evaluation and Review

1. The borough is not compliant with NJ State procedures for business continuity and disaster recovery preparedness. The records stored are the "original" / only copy and thus are susceptible to fire, flooding, deterioration or unforeseen incidents that would result in the permanent loss of these records. The potential loss of these records is a substantial liability to the township.
2. The zoning and construction office staff would benefit from having these records digitized and stored in a secure cloud solution that would allow them to fulfill OPRA requests from their desk with ease, eliminating the tedious, time consuming task of locating paper records. Having these records at the staff's fingertips for easy retrieval, even remotely, would allow the borough to optimize the staff's time and serve citizens faster.
3. Foveonics will work with the construction official, or appointee, on a day forward solution to keep the township's digitization strategy current as Foveonics does with surrounding towns.

Executive Summary

The proposal submitted by Foveonics Document Solutions meets or exceeds all of the requirements for the Borough of Allendale. The Services will be as follows and will receive the lowest unit cost through the ESCNJ Cooperative:

- Boxing and Labeling
- Transportation
- Scanning of Paper Documents
- Preparation of Documents
- Indexing
- QA
- Compliance & Security Requirements
- Cloud Storage
- Training
- Expedite the paperwork for custodian of records to get the imaging system registered with NJ DORES.
- Certified Destruction

Key Highlights:

Tracking the project: (Project Management)

Foveonics has created an operational methodology with checks and balances that have repeatedly proven to deliver a quality high-end product for our customers. Foveonics utilizes the most advanced project management tool that encompasses all phases of this project. **Basecamp** is utilized to capture and deliver the highest quality results. Every single step of the imaging process is documented from pick up to importing of images. **All emails, correspondence, scan & QA logs, approvals and logistics are covered**; including any project managers or contacts for Borough of Allendale. Our project management tool provides our customers with industry best practices, inventory and logistics tracking from start to finish while also providing critical date, time and name stamping at each production check point for tracking and visibility from a quality control and operations management standpoint. In addition, **BaseCamp** will provide an automated way of making requests (such as retrieval requests of active documents as needed by the township) as well as reporting and tracking problems both internally and externally.

Guaranteed Quality Control/QA:

Foveonics will apply its “best practices” quality control processes for this project. Foveonics projects are set for 100% QA. Foveonics exceeds the state requirements set forth for QA procedures. Our QA Analysts for this project have QA'd over 500 million images for local, municipal and State and educational institutions. Our QA Teams' lone responsibility is Quality Assurance which checks for wide array of specifications and ensures a professional product.

Document Scanning & Film Scanning if necessary:

Documents will be scanned on Foveonics' “best of breed” production scanners. Kodak i660s will be used to scan small format paper at 300DPI and Vidar E-size scanners will be used to scan the large format paper at 300DPI; Fujitsu 5750Cs will be used for any exception scans. All pages will be saved as single page black and white Group IV TIFF images. **Small format paper will be scanned in duplex mode and blank images will be removed post-scanning.**

Project Organization & Management:

For this project, Robert Risberg who is the Vice President of Operations and has personally managed over 500 million images and over 200 completed projects will be the dedicated project manager. Richard Bell will be the alternate project manager, and will also allocate a set of experienced executives, technical, programming, quality assurance and operations staff that will be responsible for overseeing and carrying out the contract requirements. Foveonics will use *BaseCamp* processes and rules for all project management from pre-production to production work. *BaseCamp* allows for all communication and daily updates as well as bi-weekly updates as requested. Questions or concerns during any phase of the project can be communicated through *BaseCamp*.

Price/Best Value: (NJ State Approved Co-Op #65MCESCCPS | Bid #ESC NJ 22/23-11

In summary, Foveonics' experience coupled with the proposed approach for service, quality control, and project management ensures Borough of Allendale will receive the highest level of service, meeting required turn-around time, at the lowest possible cost. Over the last few years Foveonics has scanned, indexed and uploaded images for over 200 government agencies.

F: Project Approach

Foveonics will work alongside the Borough of Allendale to complete all projects as needed. As outlined within the project approach, Foveonics will provide all necessary services to meet NJ DORES regulations. All aspects of the project including: milestones, tasks, correspondence, invoicing and contract documentation will be managed by Foveonics web-based project management software, **BaseCamp**. The designated faculty will be able to access **BaseCamp** in real time, allowing for a quick and simple way to track the project's status. In addition, **BaseCamp will provide an automated way of making requests, such as retrieval requests of documents within Foveonics possession.**

F.1 Transportation/Document Storage& Facility

Foveonics utilizes our own vehicles and will transport documents from Borough of Allendale to our production facility within ten days of being notified. Foveonics personnel will ensure the safe transportation of all documents to the Foveonics facility. Documents will be kept in their original boxes and bindings and placed into Foveonics' storage containers during the transportation process.

Upon receipt of a shipment, a comprehensive manifest of the shipment will be created. Each book will be logged into Foveonics' system. Bar-coded labels will be applied to each book. The bar-coded labels will contain information regarding the contents of the book, date of receipt, and client information. The inventory of the books will allow Foveonics to efficiently retrieve documents requested by authorized personnel. File requests are made via email to docreq@foveonics.com and are usually filled within 2 hours of receipt.

Once a book has been barcoded, it will be placed in Foveonics' secure pre-scanning storage room. The pre-scanning storage room is secured with a surveillance camera & dual entry access authentication (bar coded ID badge & PIN access). The pre-scanning storage room is climate controlled, has a smoke detector, and a fire extinguishing system in place.

Security is a critical element in all of the Foveonics projects. Due to the sensitive nature of the material that is imaged, we have implemented a corporate-wide security policy. This includes:

- Employee background checks
- Electronic keycard access to the production facility
- 24 Hour Video Surveillance
- Security cameras positioned at all access areas in the production facility
- Separate keycard access to server room
- *IT Disaster Recovery Plan, Crisis Management Plan
- Electronic information back-up
- Visitor sign-in procedures including log-in and escort by management
- Secure and climate-controlled facility for archival storage

F.2 Document Preparation

Each document prep employee will prepare the contents of one (1) box before being supplied with another; this will help ensure the security of the documents. During the Small Document preparation process the following tasks will be performed:

- A unique tracking number will be physically applied to each file and individual drawing for inventory and tracking purposes.
- Books when applicable will be cut...All staples, paperclips, rubber-bands, pins, and post-it notes will be removed from the documents, if necessary.
- Forms and continuous-feed-paper will be separated into single pages.
- Documents will be flattened or prepared based on their condition.
- Multi-part forms will be separated and only the highest quality page will be scanned.
- **Signatures and seals are will be made visible using the “charcoal stick” process. If seal is illegible post-imaging, it is labeled as such, and the original not destroyed and returned to the County in separate container marked “Permanent Records.”**
- Any materials that cannot be scanned, such as poor-quality files, will be logged with the file folder that the items came from and returned to Borough of Allendale in an organized manner.
- Logs for Document Prep

F.3 Document Scanning



Documents will be scanned on Foveonics' "best of breed" production scanners. All documents will be scanned, duplex, at their original size as black and white Group IV TIFFS, unless otherwise noted. Photographs and images that lose their integrity when scanned in black and white will be scanned in grey scale or color. For any documents that are still illegible, the originals will be returned to the borough in a separate container marked "Permanent Record".

Small documents will be scanned on Kodak i660's at a resolution of 300 DPI and saved per folder as one multi-page TIFF. Small format documents will be scanned in duplex mode and blank images will be removed post-scanning.

The Large format documents will be scanned on Vidar Atlas P42 E-size scanners at a resolution of 300 DPI and saved as a black and white single page TIFF. These large format scanners are capable of scanning large drawings consisting of paper, Mylar, cloth and/or blueprints up to 72" x 38" in size. All large documents that have a signature, initials or original writing of any kind on the back will also be scanned.

All images will be rotated to the correct angle for viewing purposes. Images will be de-skewed and de-speckled as needed. Foveonics will utilize custom scanner operator software to log information about scanned images. Box ID, Scanner Operator name, date and time of scan, and source document quality grades, along with other information pertinent to Foveonics operations will be logged.

Foveonics' scanner operators will ensure that scanners are maintained so that quality images are produced. Scanner cameras will be regularly cleaned to prevent lines from appearing on the images. Rollers will be clean and periodically changed to ensure minimal double-feeds. Should poor quality images, or double feeds occur during the scanning process, the scanner operator will delete the poor-quality images, rectify the problem causing the quality / double-feed issue and commence scanning with the page after the last quality image captured. Fujitsu 5750Cs will be used for any exception scans.

- Poor images are always logged, and Borough of Allendale will be notified
- Foveonics will "charcoal stick" raised seals when necessary
- Foveonics is familiar and meets all NJ DORES requirements for scanning
- Logs will be kept for all scanning operations
- Small and large illegible post-imaging documents will be labeled as such, the originals will be segregated out and returned to the borough in a separate container marked "Permanent Records"

Reminder every single phase of this project is logged into our interactive software, BaseCamp

F.4 Microfilm Conversion (If Applicable)



Foveonics offers Microfilm Conversion in the ESCNJ Cooperative, and if any phases consist of Microfilm Conversion, Foveonics will provide at the best possible cost.

F.5 Quality Assurance

Foveonics Quality Assurance Analyst will inspect every image to verify that quality standards are met according to NJ DORES specifications. Any images that are deemed unsatisfactory will be logged into the QA application database and rescanned. The rescanned images will be re-inspected and then moved into place, overwriting the poor-quality image. Every single image is inspected by our QA managers. QA cannot be effectively done while scanning.

Along with ensuring the quality of the produced images, the Foveonics QA Analysts will perform the following tasks:

- Blank images removed.
- Images are de-skewed and de-speckled as needed.
- Images rotated so that they are oriented in a “read right” fashion, if necessary.
- Quality grades are assigned to each large document scan.
- QA logs kept and will be provided to the County upon completion of the project.
- Foveonics will assign a quality grade to each Large Document scan.

The quality grade is based on the quality of the original and the quality of scan and will have three gradations that denote:

- I. Perfect scan, no data lost or image deterioration.
- II. Good scan, no data lost but some image deterioration.
- III. Poor scan, data lost and or major image deterioration

F.6 Indexing/ Digital Images/EDMS

Foveonics will utilize the “double key stroke” methodology to ensure the optimal accuracy of the created digital index. Two Foveonics’ Indexers will keystroke documents. The indexing will be significant to the end result of the project. Foveonics’ Indexing Staff have been responsible for nearly 170 municipality’s projects and a New Jersey State Contract.

➤ Construction Documents

- Block
- Lot
- Address
- Permit Number
- Name

➤ **Planning & Zoning Documents**

- Block
- Lot
- Address
- Permit Number
- Project Name

Your designated project manager will confirm indexing criteria with the zoning and construction before the project commences.

F.7 Destruction

Foveonics will provide certified destruction of records once approved by NJDORES and submitted through ARTEMIS. Once approved and notified by the Township, Foveonics will destroy the records and supply a certificate of destruction.

F.8 Estimated Costs for various Construction, Planning Board of Adjustment Documents

Allendale Township				
Pickup / Delivery	Pickup / Delivery	\$1.00	75	\$75.00
Boxing and Labeling of Files	Hourly	\$19.00	75	\$1,425.00
Preparation of Files	Hourly	\$19.00	385	\$7,315.00
Indexing of Files	Per File	\$0.06	37,500	\$2,250.00
Imaging of Files - Small Format	Per Image	\$0.047	375,000	\$17,625.00
Sorting of Blueprints	Hourly	\$19.00	125	\$2,375.00
Imaging of Files - Large Format	Per Image	\$0.55	4,000	\$2,200.00
Quality Assurance	Hourly	\$19.00	230	\$4,370.00
Searchable PDF/OCR	Per Image	\$.005	379,000	\$1,895.00
Total				\$39,530.00

Cooperative unit pricing is always utilized and the borough will only be billed for actual images produced.

DocumentSync EDMS

Service	Unit	Unit Cost	Estimated Volume	Annual Total
DocumentSync2 Software annual costs	Per GB /Per Month	\$10.00	500	\$5,000.00
Web Based annual costs	Per Repository Per Month	\$35.00	12	\$420.00
TOTAL ANNUAL SOFTWARE COSTS				\$5,420.00

Estimated Costs for Day Forward/Annual Scanning Services

ON-GOING Construction, Clerk Dept. Scanning				
Pickup / Delivery	Pickup / Delivery	\$1.00	20	\$20.00
Boxing and Labeling of Files	Hourly	\$19.00	20	\$380.00
Preparation of Files	Hourly	\$19.00	100	\$1,900.00
Indexing of Files	Per File	\$0.06	10,000	\$600.00
Imaging of Files - Small Format	Per Image	\$0.0470	100,000	\$4,700.00
Sorting of Blueprints	Hourly	\$19.00	40	\$760.00
Imaging of Files - Large Format	Per Image	\$0.55	3,000	\$1,650.00
Quality Assurance	Hourly	\$19.00	60	\$1,140.00
Searchable PDF/OCR	Per Image	\$0.005	103,000	\$515.00
Total				\$11,665.00

Things to consider when evaluating a vendor:

- **Experience** – Foveonics digitizes more government records than any other vendor in NJ. We have imaged records for over 124 Construction/Planning/Zoning offices within NJ. We are subject matter experts on municipal records and have designed and implemented several software solutions tailored to your sector.
- **NJ DORES APPROVAL** – Does the Imaging system meet the states requirements for registration? If the system is not approved by the state, the records within it are not deemed a permanent record, therefore the physical files cannot be destroyed. Foveonics has assisted all of our customers with the registration and destruction process. We provide the information ready to submit to the state in order to have the records destroyed.
- **Is the vender a re-seller of the solution?** Foveonics creates our own software and provides such to government agencies specifications. Because there is no “middle man” to wait on, our end users get a direct line of contact to responsive, top-notch support, whenever necessary.
- **DPI – A measure of the resolution.**
 - The state requires a minimum of 200 DPI, Foveonics scans at 300 DPI. This allows for the best resolution possible without slowing the system down.
 - Scanning at 200 DPI would not allow for OCR and would not meet the state standards to register the system.
- **Does the vendor use automated indexing for the project?**

Foveonics uses “Double Key” methodology to ensure that the indexing is correct. If the indexing is subpar, it will diminish the value of the data base and not allow the records to be retrieved when searched.
- **Does the vendor have quality assurance protocols in place to ensure each image is of high quality or is that done at the time of scanning?**

Foveonics reviews every image and does not programmatically delete pages as there could be information that is pertinent to the file. Each page is inspected for Quality Assurance after it is initially scanned.
- **Are Seals raised on large format documents?**

Foveonics raises the seals on large format documents.
- **Does the software include redaction or is there an additional charge for that feature?**

Foveonics Software includes redaction as a standard feature for all of our customers and no additional cost.
- **Does the software have OCR (Optical Character Recognition, which means the ability to search by keyword)?**

Yes. This allows for records to be searched by text, not just Block, Lot, Address, Permit #,

Here's what our customers are saying.....

Eastampton Township

"Foveonics has allowed Eastampton Borough to transition our record keeping to the digital age with ease. It is so much more efficient than paper-based records, is available for our Borough employees to quickly access the information whenever they want, from any location. They no longer need to come to the Municipal Building to search through boxes and files for a document. It is such a time saver! Foveonics is the perfect partner to work with for a simplified method to access information independently, quickly, and easily. The process for retrieval of records was seamless, and communication was continuous at all times. The representatives were great to work with, and on-site demeanor was wonderful. The entire process including records destruction was fully explained."

Kim-Marie White, RMC/CMC/MMC/CMR/QPA
Eastampton Township
Borough Zoning and construction/Borough Manager/Registrar

Bordentown Township

"I am writing to let you know how pleased we are to be working with Foveonics. With the bulk of our construction permits now imaged, retrieving documents in response to OPRA requests is easy and efficient. As we have moved to imaging other departments, we appreciate your knowledge, understanding and assistance as we have partnered together to work with DORES at the State level to receive imaging and destruction approvals. Your comprehensive approach to tackling the record management tasks is very much appreciated!"

Maria Santucci Carrington, RMC, CMR
Borough Zoning and construction / Purchasing Agent

Moorestown Township

"Moorestown Borough has, for the past several years, utilized the services of Foveonics to digitalize (annually) its construction permit application files. These services have helped the Borough staff retrieve our records in an effective and efficient manner. The process also allows for records destruction, resulting in available space for records currently being created. Foveonics is not a "one-size fits all organization." The staff listens to your individual needs and, with your budget in mind, helps to customize a plan that will assist you in meeting those needs and your overall goals."

Patricia Hunt
Zoning and
construction



Acceptance and Authorization

The terms and conditions of the **Professional Services Agreement** apply in full to the services and products provided under this Statement of Work. Work to be performed in 2026.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Borough of Allendale:

Foveonics Document Solutions:

Amy E. Wilczynski

Full name

Gregory DeTommaso

Full name

MAYOR

Title

Vice President, Government Solutions

Title

Amy E. Wilczynski

Signature

Gregory DeTommaso

Signature

1/19/2026

Date

1/19/2026

Date

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-84

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

- ☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on
Consent Agenda

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE TOWN OF RAMAPO AND THE BOROUGH OF ALLENDALE FOR USE OF THE TOWN OF RAMAPO POLICE FIRING RANGE FOR THE CALENDAR YEAR 2026

WHEREAS, the Borough of Allendale, New Jersey has requested to enter into an agreement with the Town of Ramapo, 237 Route 59, Suffern, New York 10901 for the use of the Town of Ramapo Police Firing Range for the calendar year 2026; and

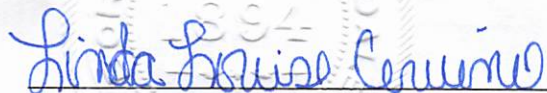
WHEREAS, the Town of Ramapo has agreed to permit the Borough of Allendale's police department to utilize the firing range under the terms set forth in the agreement; and

WHEREAS, the Borough of Allendale will be responsible for signing the agreement and providing an updated certificate of insurance that names the Town of Ramapo as an additional insured party and indicate that the insurance coverage is primary to the Town of Ramapo; and

WHEREAS, the governing body of the Town of Ramapo deems it in the best interest of the Town to approve and authorize the execution of the agreement between the Town of Ramapo and the Borough of Allendale for the calendar year 2026.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Allendale, County of Bergen, State of Jersey, agrees to enter into an agreement with the Town of Ramapo for the use of the Town of Ramapo Police Firing Range for the calendar year 2026, pursuant to the terms 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 15, 2026.



Linda Louise Cervino, RMC
Municipal Clerk

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-85

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

- ☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on
Consent Agenda

A RESOLUTION AUTHORIZING THE USAGE OF CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO N.J.S.A. 40A:11-12(a) & N.J.A.C. 5:34- 7.29(c) FOR THE 2026 CALENDAR YEAR.

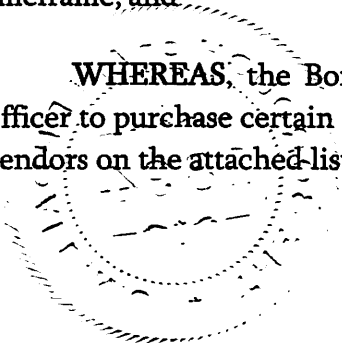
WHEREAS, the Borough of Allendale, pursuant to N.J.S.A. 40A:11-12(a) and N.J.A.C. 5:34- 7.29(c), may by resolution and without advertising for bid proposals, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any contracts entered into on behalf of the State of New Jersey by the Division of Purchase & Property in the Department of the Treasury; and

WHEREAS, the Borough of Allendale has the need, on a timely basis, to purchase goods or services by utilizing New Jersey State Contract vendors; and

WHEREAS, the Borough of Allendale may enter into contractual agreements with the attached State Contract Vendors through this resolution and properly executed contracts/purchase orders, which shall be subject to all the conditions applicable to the current New Jersey Local Public State Contracts Law; and

WHEREAS, the named State Contract Vendors and their corresponding numbers may change during the timeframe indicated below and that the Chief Financial Officer is hereby authorized to make the necessary adjustments to the attached list as may be required for the Borough of Allendale to continue its routine procurement practices throughout the indicated timeframe; and

WHEREAS, the Borough of Allendale, New Jersey authorizes the Chief Financial Officer to purchase certain goods or services from those approved New Jersey State Contract Vendors on the attached list, pursuant to all conditions of the individual State Contracts; and



RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

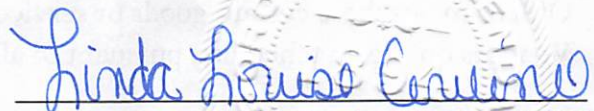
DATE: 01/15/2026

RESOLUTION# 26-85

BE IT RESOLVED, that the Governing Body of the Borough of Allendale, pursuant to N.J.A.C. 5:30-5.5(b), establishes that no contract amount shall be charged or certified until such times as the goods or services are ordered or otherwise called for prior and by placing the order with a certification of availability of funds which shall be made by the Chief Financial Officer of the Borough of Allendale; and

BE IT FURTHER RESOLVED that the duration of the contracts between the Borough of Allendale and the referenced State Contract Vendors shall be for the period through December 31, 2026 or until the expiration of the specific contract, whichever shall occur first.

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 15, 2026.



Linda Louise Cervino, RMC
Municipal Clerk



RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-85

NEW JERSEY STATE CONTRACT VENDORS

<u>Vendor Name</u>	<u>Vendor Address</u>	<u>State Bid#</u>	<u>Description</u>
10-75 Emergency Vehicles	14 1st Ave., Haskell, NJ 07420	#17-FLEET-00743	#T0106 Equipment and Supplies
Home Depot		#18-FLEET-00234	#M8001 Walk-in Building Supplies
Motorola Solutions		#23-FLEET-33791	Radio Communication
A-1 Towing, Inc.		#19-GNSV1-01005	(#T2171 Vehicle Towing and Roadside Services
Rachles/Michele's Oil Co.	116 Kuller Road, Clifton, NJ 07011	#19-FOOD-01099	Diesel
Rachles/Michele's Oil Co.	116 Kuller Road, Clifton, NJ 07011	#19-FLEET-00973	Reg Gas
Suburban Propane		#20-FOOD-01157	#T0108 Propane Gas
Grainger M0002		25-FLEET-96861 25-COMG-96978	M0002 MRO and Industrial Supplies
Fastenal M0002		#25-FLEET-97674	Custom orders facilities maintenance repair
Campbell Foundry Company		25-COMG-109583 T0148	Catch basin casting, Inlet, Manhole.
Power Place, Inc.		24-FLEET-123258 #T2187	Parts and repair for grounds/lawn equipment
American Hose & Hydraulics 40866		40866 #T0126	OEM & Non-OEM Maintenance repair service for light & medium duty vehicles
On-Site Fleet Service, Inc. 40817		#T0126	OEM & Non-OEM maintenance & repair serv for light & med duty vehicles
On-Site Fleet Service, Inc. 89273		#T2108	Maintenance & Repair for heavy duty vehicles, Class 5 or higher.
Cliffside Body Corp. 88268		#T0085	Snowplow parts, grader, and loader blades
Cliffside Body Corp. 40822		#T0126	OEM & Non-OEM Maintenance & repair service for light and med duty vehicles
Sunbelt Rentals, Inc. G4010		#19-GNSV2-00852	Statewide Equipment and Space Rental
Jewel Electric, LLC		#21-FOOD-01749	Electrical Supplies
FlagPoles, Inc. 40308		25-COMG-110478 #T1529	Traffic signal, poles, controls, electrical equipment and LED devices.
One Call Concepts, Inc. 40171		25-GNSV2-103343 #T2655	NJ One Call damage prevention system
National Highway Products, Inc.		#24-FLEET-55140	#T0136 Aluminum sign blanks STATEWIDE
National Highway Products, Inc.		#24-FLEET-55132	#T0121 Breakaway U-Post sign supports
Lowes Home Center, LLC		#23-FLEET-22885	#M8001 Walk-in Building Supplies
Exemplis LLC, C/O Johnson and Johnson	New Jersey State Contract	#25-COMG-94142 #81711	G2004

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-86

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

- ☐ Carried
- ☐ Defeated
- ☐ Tabled
- ☒ Approved on
Consent Agenda

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

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

WHEREAS, on February 8, 2024, an agreement was entered into between Allendale and Saddle River to provide sanitary sewers for a planned Affordable Housing Development Project, which property is identified as Lots 9.01, Block 1601 (The Affordable Housing Development) and Lot 1, Block 1605 (The Special Needs Affordable Housing Development) on the Tax Assessment Maps for the Borough of Saddle River, and generally located at the intersection of Route 17 North, East Allendale Road and Choctaw Trail, in the Borough of Saddle River, New Jersey (hereinafter referred to as the “2024 Agreement”); and

WHEREAS, Allendale and Saddle River have negotiated and agreed to terms of a new Sewer Connection Agreement providing for sanitary sewer connections for (i) a planned affordable housing development project, known as Choctaw Trail 2, which property is identified as Lots 1 & 2, Block 1605 on the Tax Assessment Maps for the Borough of Saddle River; the Affordable Housing Development Project proposes to replace the previously approved “2024 Agreement” Special Needs Affordable Housing Development with forty-two (42) units of age-restricted affordable housing consisting of thirty-nine (39) One-Bedroom units and three (3) Two-Bedroom units within one (1) building on the property; and (ii) a planned inclusionary affordable housing development project, known as AvalonBay Communities, Inc., which property is identified as Lot 1.04, Block 1302 on the Tax Assessment Maps for the Borough of Saddle River; the Inclusionary Affordable Housing Development Project proposes to replace the previously approved “1997 Agreement” office building with a multi-family residential building with up to 275 residential units, including thirty-three (33) affordable housing units, consisting of eighteen (18) family units and fifteen (15) supportive housing units; and

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

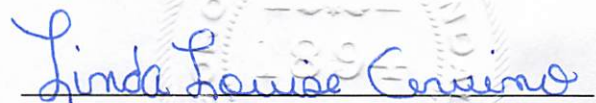
RESOLUTION# 26-86

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the Borough of Allendale hereby approve the Sewer Connection Agreement dated December 31, 2025, the terms of which are incorporated by reference herein; and it is

FURTHER RESOLVED, that the Mayor, Borough Administrator and the Borough Attorney be and hereby is authorized to take any and all actions necessary to implement the terms of this resolution; and it is

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 15, 2026.



Linda Louise Cervino, RMC
Municipal Clerk



SEWER CONNECTION AGREEMENT

THIS AGREEMENT ("Agreement") made this 31st day of December, 2025, by and between:

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

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

WITNESSETH:

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

WHEREAS, on February 8, 2025, an agreement was entered into between Allendale and Saddle River to provide sanitary sewers for a planned Affordable Housing Development Project, which property is identified as Lots 9.01, Block 1601 (The Affordable Housing Development) and Lot 1, Block 1605 (The Special Needs Affordable Housing Development) on the Tax Assessment Maps for the Borough of Saddle River, and generally located at the intersection of Route 17 North, East Allendale Road and Choctaw Trail, in the Borough of Saddle River, New Jersey (hereinafter referred to as the "2024 Agreement"); and

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

units of affordable housing restricted to persons with disabilities within one (1) building on the property;

WHEREAS, Saddle River is requesting further authorization from Allendale to utilize the existing sanitary sewer system owned and operated by Allendale to convey wastewater from two additional projects, which include:

A planned affordable housing development project, known as Choctaw Trail 2, which property is identified as Lots 1 & 2, Block 1605 on the Tax Assessment Maps for the Borough of Saddle River; the Affordable Housing Development Project proposes to replace the previously approved "2024 Agreement" Special Needs Affordable Housing Development with forty-two (42) units of age-restricted affordable housing consisting of thirty-nine (39) One-Bedroom units and three (3) Two-Bedroom units within one (1) building on the property;

A planned inclusionary affordable housing development project, known as AvalonBay Communities, Inc., which property is identified as Lot 1.04, Block 1302 on the Tax Assessment Maps for the Borough of Saddle River; the Inclusionary Affordable Housing Development Project proposes to replace the previously approved "1997 Agreement" office building with a multi-family residential building with up to 275 residential units, including thirty-three (33) affordable housing units, consisting of eighteen (18) family units and fifteen (15) supportive housing units; and

WHEREAS, the Mayor and Council of Allendale and the Mayor and Council of Saddle River have each agreed to adopt a Resolution approving the execution of this Agreement;

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

1. Allendale hereby agrees, subject to the terms and conditions in this Agreement, to permit Saddle River, to connect into the sanitary sewer system of Allendale for the benefit of the owners of the Property, which is more fully described in Exhibit "A".
2. Allendale and Saddle River hereby agree to modify the 81,750 GPD noted in the "2024 Agreement" so as to provide for acceptance by Allendale of up to 129,625 GPD from Saddle River as follows:

Up to 30,650 GPD which will originate from the above noted Affordable Housing Projects located on Lot 9.01, Block 1601 and Lots 1 & 2, Block 1605; and

Up to 98,975 GPD which will originate from the existing development and above noted Inclusionary Affordable Housing Project located on Lots 1, 3 and 4, Block 1302.

The total Sewage of the two development areas, may not exceed the respective individual GPD described in the immediately preceding sentence or total of 129,625 GPD. (See calculation, Exhibit "B" hereto).

In the event that the total flow from Saddle River to Allendale exceeds 129,625GPD, Saddle River agrees to pay to Allendale two times (2X) the sewer charge rate set forth in paragraph 9(c) of this Agreement.

a. Prior to the execution of the 2024 Agreement, the Allendale sewer system was evaluated and an Engineering report was prepared by Paulus, Sokolowski and Sartor, LLC (PS&S). Infiltration and inflow and Allendale sewer system repairs were identified. The parties agree to amend the 2024 Agreement so as to pay their reasonable proportionate share, as defined below, of the costs required to repair and maintain the Allendale system.

i. The initial upgrade/repair for the Affordable Housing Development Project is anticipated to include Cured-In-Place-Pipe (CIPP) lining and manhole repairs including, without limitation, re-cementing man holes and epoxying of the Allendale sewer system downstream of the proposed connection point. (hereinafter the "Work"). Saddle River's "reasonable proportionate share" for the Work is eighty and two tenths (80.2%) and Allendale's reasonable proportionate share for the Work is nineteen and eight tenths (19.8%). Saddle River agrees to pay its reasonable proportionate share of the costs of the Work immediately following the awarding of the contract for such Work.

ii. Saddle River agrees that it will certify to Allendale within thirty (30) days prior to the award of the bid for the Work, that it has available

funds for its reasonable proportionate share of the Work. Notwithstanding the foregoing, if for any reason Saddle River fails to fund (i.e. pay to Allendale) its reasonable proportionate share of the costs of the Work within thirty (30) days of Allendale's delivery to Saddle River of an invoice/bill from the contractor performing the Work, for all or a portion of the Work completed by such contractor (the "Default"), then and in such event (1) Allendale shall have no obligation, and Saddle River shall have no right to require Allendale, to either (a) conduct any of the Work or (b) to allow Saddle River to utilize Allendale's sanitary sewers; and (2) Saddle River agrees that it will, within sixty (60) days of the demand for same, nonetheless remit its reasonable proportionate share to Allendale, notwithstanding the fact that Allendale will not be receiving from, and Saddle River shall not have the right to utilize Allendale's sanitary sewer system; and (3) Saddle River will pay to Allendale the full amount of all costs incurred by Allendale relating to the Work through the date of the Default.

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

- b. In addition to payment of its reasonable proportionate share to Allendale, Saddle River agrees to install and maintain, at its own cost and expense, all facilities necessary to connect and convey sewer into the Allendale sewer system in accordance with plans approved by the Allendale Sewer Engineer (hereinafter Engineer) and/or appropriate officials of the Borough of Allendale. Such connection shall be constructed under the supervision of the Borough of Allendale and its authorized representatives. Any roads and property in

Allendale that may be disturbed by the construction shall be restored to substantially the same condition as it existed prior to the commencement of such construction. To monitor flow, meters with an accessible remote display are required to be installed. Saddle River shall be responsible for the installation and maintenance of the meters. Allendale, however, shall have the right to access the meters upon reasonable notice to Saddle River. Saddle River will be responsible for having the meters calibrated once per year and such calibration reports shall be furnished to Allendale. Saddle River shall provide monthly meter readings to Allendale within the first 10 days of each month.

3. Saddle River must make application to Allendale and comply with all of the terms and provisions of Allendale's Ordinances, including, but not limited to, such ordinances regulating to sewer connections (subject to any applicable state statutes) and the rules, regulations and standards of all authorities having jurisdiction of this matter including the NBCUA, as though the Property were located within Allendale and connecting into its sanitary sewer. For the purposes of this Agreement, Saddle River shall be charged per connection and not per Unit. Upon the granting of the application by Allendale and the connection provided for in the 2024 Agreement as well as this Agreement, Saddle River, its successors and assigns, shall be deemed to have consented to the jurisdiction of the Superior Court of New Jersey, Law Division, Bergen County for any violations of the aforementioned ordinances, codes, standards and regulations and/or the regulations and rules of NBCUA to the extent that such jurisdiction is granted to a municipal court of the State of New Jersey.
4. Saddle River, agrees to deposit with Allendale and maintain an escrow amount of \$5,000.00 to cover the costs to Allendale of its engineering and legal review of the proposed sewer connection, to the Affordable Housing Development Project, provided however, that if such costs of engineering and legal review exceed \$5,000.00, Saddle River shall be responsible for, and shall deposit in escrow with Allendale such costs in excess of \$5,000.00. Said engineering and legal charges will be billed to this escrow deposit in a manner as provided in N.J.S. 40:55D-53.2,

et seq. Saddle River also agrees to pay any and all permit fees which may be required for the sewer connection.

5. Saddle River agrees that in addition to any and all other approvals that may be required to implement this Agreement, the connection of any project into the Allendale sanitary sewer system shall be subject to and governed by any and all ordinances, codes, standards and regulations of Allendale as may be subsequently amended and supplemented including, but not limited to, Chapter 220 of the Code of the Borough of Allendale entitled, "Sewer Use." The parties further agree that said connection shall be subject to the rules, regulations and standards of the NBCUA and as the same may subsequently be amended or supplemented, copies of which are in file in the office of the NBCUA and which are made a part hereof as though set forth herein at length.
6. Saddle River agrees to use its best efforts to obtain any and all additional approvals that may be necessary from NBCUA and any other governmental authorities having jurisdiction over the subject matter herein beyond those approvals which have already been obtained.
7. The parties hereto agree to execute any other agreements or documents which are reasonably required to implement this undertaking.
8. Saddle River agrees that no other building, facility, pipe or any drainage system shall be connected or directed into the sanitary sewer system that discharges into the Allendale sewer system other than the sanitary waste from the development projects described herein. In the event such unauthorized connections are made, Allendale shall give notice to Saddle River, who shall, at its sole cost and expense, take such steps as may be necessary to cause such violations of this Agreement to be immediately terminated. In the event such violations are not immediately terminated, Saddle River shall be subject to such penalties and fines as may be prescribed under the Allendale Code or any other applicable law or regulation.

9. As additional consideration for connection of the Affordable Housing Development Project and the Special Needs Affordable Housing Development into the Allendale sewer system, Saddle River, agrees to pay Allendale:
- a. Connection fees payable to NBCUA and connection fees as set forth in the current ordinance of the Borough of Allendale, subject to the fifty percent (50%) reduction provided for by N.J.S.A 40:14B-22.3
 - b. Its reasonable proportionate share of the future costs required to repair, maintain and upgrade the Allendale system, in addition to an administrative fee equal to fifteen percent (15%) of any and all future costs incurred by Allendale to repair, maintain and upgrade the Allendale sewer system from and after the date of this Agreement.
 - c. An annual sewer charge (the "Annual Service Charge") for the Saddle River Properties, Inc. development project and the Affordable Housing Development Project (such projects being referred to herein collectively as the "Projects") shall be paid by Saddle River to Allendale. Allendale will calculate the Annual Service Charge using the same methodology as NBCUA for the sanitary wastewater from the Projects. Saddle River will remit to Allendale the amount charged by NBCUA for the sanitary wastewater from the Projects plus an additional fifteen percent (15%) of such charged amount. Should this billing methodology change, Saddle River will remit to Allendale the new/revised amount charged by NBCUA for the sanitary wastewater from the Projects plus an additional fifteen percent (15%) of such new/revised charged amount.
10. Within thirty (30) days of presentation of an invoice or billing, Saddle River will pay the charge to Allendale. Saddle River shall not withhold payment of the annual service charge for any reason. The full annual payment must be made by December 1st of the billing year. Any dispute concerning said charge shall be promptly discussed in good faith and resolved by and between the Borough Administrators of Allendale and Saddle River. If any adjustment shall be required, said adjustment shall be made in the next annual service charge invoice or by another procedure which the municipalities may agree to. In the event that Saddle River willfully

withholds payment or fails to timely provide the required information and Allendale is required to institute suit, Saddle River will reimburse Allendale for its reasonable attorneys' fees and costs and shall be subject to any lawful interest that may be imposed by a court.

11. Saddle River will maintain and be solely responsible for the sewers within Saddle River, including but not limited to the pipes, meter pit and meter installed for the projects. Saddle River will maintain and be responsible for any pump station that may be installed.
12. Saddle River agrees that should any damage be sustained to the Allendale sewers or any portion thereof during the connection contemplated hereunder, that it shall be required to repair same promptly at its own cost and expense, all to the reasonable satisfaction of Allendale and its Engineer.
13. Saddle River, shall defend, indemnify and hold harmless Allendale, its officials, agents and employees from and against all claims for personal injury or property damage arising out of the performance of any work of any kind required to be done by it pursuant to the terms of this Agreement or any other work of any kind undertaken by it or on its own behalf in connection with the work contemplated hereunder. Said indemnification shall include but not be limited to any and all suits or claims for liability, damages, costs, expenses, penalties, assessments, interest and/or attorneys' fees.
14. Saddle River and Allendale agree to reasonably work together to determine an appropriate allocation of unanticipated costs. At a minimum, the parties will meet on each five (five) year anniversary of this agreement to review and determine whether Allendale has incurred any costs not reasonably anticipated as of the date of execution of this agreement.
15. Any additional Sewer connection for Saddle River must be approved by Allendale's governing body by resolution and formal agreement and all connections fees must be paid to Allendale and NBCUA as required by code.
16. In the event that any legal action is required to enforce the terms, conditions and obligations of any party hereto, the prevailing party shall be entitled to recover all reasonable attorneys' fees, costs and expenses associated with the enforcement hereof.

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

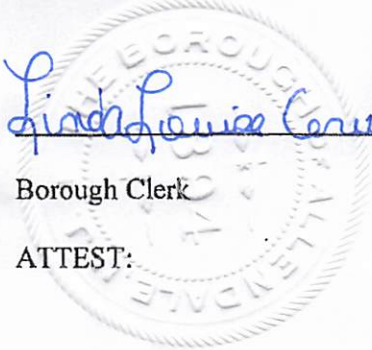
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and/or assigns or owners of the property herein.

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

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

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

ATTEST:

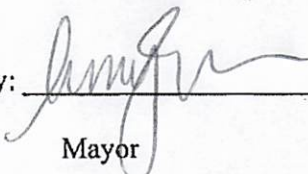
A circular embossed seal for the Borough of Allendale. The outer ring contains the text "BOROUGH OF ALLENDALE" at the top and "NEW JERSEY" at the bottom. The center features a star and the year "1954". Overlaid on the seal is a blue ink signature that reads "Linda Louise Coruino".

Borough Clerk

ATTEST:

Borough Clerk

BOROUGH OF ALLENDALE

By: A handwritten signature in black ink, appearing to read "Anthony", written over a horizontal line.

Mayor

BOROUGH OF SADDLE RIVER

By: _____

Mayor

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-87

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

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on
Consent Agenda

**RESOLUTION APPROVING THE SETTLEMENT TERM SHEET BETWEEN
THE BOROUGH OF ALLENDALE AND
AVALONBAY COMMUNITIES, INC.**

WHEREAS, Avalonbay Communities, Inc. ("Avalon") filed a complaint against the Borough of Allendale (the "Borough") in the Superior Court of New Jersey, Chancery Division, Bergen County, (Docket No: C-232-24); and

WHEREAS, a judgement granting certain relief to Avalon was thereafter entered; and

WHEREAS, Allendale appealed said judgement to the Superior Court of New Jersey, Appellate Division (Docket A-34-25); and

WHEREAS, Allendale and Avalon entered into settlement negotiations and reached agreement on the issues in dispute; and

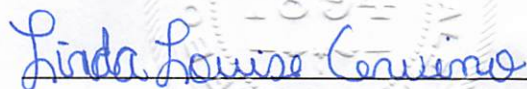
WHEREAS, Allendale and Avalon have executed a Term Sheet dated December 31, 2025, the terms of which are incorporated by reference herein; and

WHEREAS, Allendale wishes, by adoption of this resolution, to memorialize its approval of the Term Sheet.

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the Borough of Allendale hereby approves and ratifies the December 31, 2025 Term Sheet between Allendale and Avalon; and it is

FURTHER RESOLVED, that the Mayor, Borough Administrator and Borough Attorney be and hereby are authorized to take any and all necessary actions to implement this resolution and the Term Sheet.

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 15, 2026.


Linda Louise Cervino, RMC
Municipal Clerk



Derek W. Orth
Equity Partner
T 973 686 7721
dorth@itfirm.law

EQUITY PARTNERS
John P. Inglesino*
John P. Wyolskala*
Lisa D. Taylor*
Justin A. Marchetta
Derek W. Orth
*FOUNDING PARTNER

December 31, 2025

Via Electronic & Overnight Mail

Ray Wiss, Esq.
Wiss Law, P.C.
345 Kinderkamack Road
Westwood, New Jersey 07675

Re: Settlement Term Sheet
Docket Nos.: BER-C-232-24 / A-34-25
BER-L-594-25

Dear Mr. Wiss:

This firm represents AvalonBay Communities, Inc. ("Avalon"), in the above-captioned matters involving the Borough of Allendale ("Allendale"). This correspondence (the "Term Sheet") memorializes the key terms that will resolve: (i) Allendale's appeal of the Bergen County Chancery Court's Order dated July 25, 2025; and (ii) Avalon's objection to Allendale's Fourth Round affordable housing plan. The terms are as follows:

1. Saddle River and Allendale shall enter into a sewer service agreement ("Sewer Agreement") that memorializes Allendale's agreement to accept and transmit the effluent generated by Avalon's 275-unit inclusionary project (the "Avalon Project") located on Block 1302, Lot 1.04 on the official tax Map of the Borough of Saddle River ("Saddle River"), through Allendale's existing conveyance line which is adjacent to Avalon's property in Saddle River. Saddle River endorsed the TWA permit for the Avalon Project in October 2024, Allendale endorsed the TWA permit for the Avalon Project on or about August 20, 2025, the Northwest Bergen County Utilities Authority endorsed the TWA permit for the Avalon Project on or about September 17, 2025, and the NJDEP has now approved the TWA for the Avalon Project on or about December 11, 2025. The Sewer Agreement shall be approved and executed by Allendale and Saddle River no later than January 27, 2026.

800 Parsippany Road, Suite 204, Parsippany, NJ 07054-3715 / O 973 947 7111 / F 973 887 2700/ www.itfirm.law



2. The Sewer Agreement shall be substantially similar to the draft agreement which Allendale provided to Avalon on or about December 31, 2026. The Parties acknowledge that Allendale will assess a wheeling/administrative fee to Saddle River in the amount of 15% in excess of the sewer user rates charged by the Northwest Bergen County Utilities Authority.
3. In consideration of the foregoing, Avalon shall remit the sum of FIVE HUNDRED THOUSAND DOLLARS and 0/100 (\$500,000.00) to Allendale in accordance with the following schedule: (a) ONE HUNDRED SIXTY FIVE THOUSAND and 0/100 (\$165,000.00) within ten (10) days of the full execution of Sewer Agreement, and (b) THREE HUNDRED THIRTY FIVE THOUSAND DOLLARS and 0/100 (\$335,000.00) within thirty (30) days of Avalon obtaining a building permit for any portion of the Avalon Project. This sum represents the entirety of any and all connection fees, off-tract improvement fees, upgrade, improvement, development fees, sewer remediation, etc. (specifically including, but not limited to, the CIPP lining work identified in the proposed Sewer Agreement), that Allendale might or would seek to impose upon Avalon as a pre-condition to accepting the effluent from Avalon's Project, but excludes typical inspection fees and professional escrows, if any, that Allendale may require Avalon to establish for the technical inspection of the Avalon Project's connection to the sewer line. The parties hereto acknowledge that this sum is a negotiated settlement amount, and each party hereby waives any rights which they have or may have with regard to the calculation of this figure, or the propriety of the fees charged.
4. Allendale shall be entitled to keep any reimbursement of the connection fee that Avalon paid to the Northwest Bergen County Utilities Authority, without any reduction in the \$500,000.00 payment referenced above.
5. Within five (5) days of the full execution of this Term Sheet, Avalon shall formally withdraw its objection to Allendale's Fourth Round affordable housing plan and provide evidence of same to Allendale.
6. Within five (5) days of the full execution of this Term Sheet, Allendale shall dismiss, with prejudice, its appeal under Appellate Docket A-34-25, and provide evidence of same to Avalon.



7. The parties agree to fully cooperate with regard to any and all necessary approvals, permits, endorsements, etc. that are required with respect to this Term Sheet or any of the governmental approvals that are contemplated herein or otherwise advisable, so as to effectuate the resolution of the litigations referenced herein and the effectuation of the Sewer Agreement.

This Term Sheet shall be presented to the Allendale governing body for ratification at its January 15, 2026 Council meeting.

On behalf of AvalonBay Communities, Inc.

Ronald S. Ladell

RONALD S. LADELL
SENIOR VICE PRESIDENT
AVALONBAY COMMUNITIES, INC.

Dated: 12/31/2025

On behalf of the Borough of Allendale

Amy E. Wilczynski

AMY WILCZYNSKI, MAYOR
BOROUGH OF ALLENDALE

Dated: 12/31/2025

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-88

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

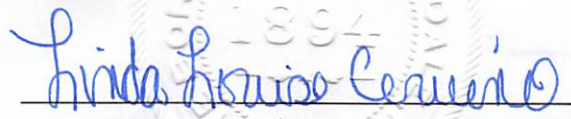
- ☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on
Consent Agenda

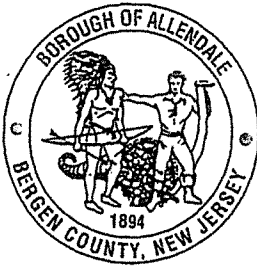
APPROVAL OF JANUARY 15, 2026 LIST OF BILLS

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 15, 2026 in the amounts of:

Bill List Numbers	January 15, 2026
Current Fund	\$ 3,084,137.77
Payroll Account	188,725.97
General Capital	9,835.41
Animal Fund	1.20
Grant Fund	
COAH/Housing Trust	
Improvement & Beautification	
Unemployment Fund	
Trust Fund	4,621.50
Water Operating	
Water Capital	
Total	\$ 3,287,321.85

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 15, 2026.


Linda Louise Cervino, RMC
Municipal Clerk



THE BOROUGH OF ALLENDALE

N E W J E R S E Y

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

OFFICE OF TAX COLLECTOR
OFFICE OF CHIEF FINANCIAL OFFICER

201-818-4400 EXT 205

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

Certified 1/15/26


Alison Altano
Chief Financial Officer

BILL LIST For JANUARY 15, 2026

PAYROLL ACCOUNT	\$	188,725.97
<u>Borough of Allendale Payroll Fund, Bank Transfer 12/23/2025</u>	\$	188,725.97
Salaries & Wages	\$	178,682.69
FICA	\$	9,757.59
DCRP	\$	285.69
TOTAL	\$	<u>188,725.97</u>

Bill List Numbers**January 15, 2026**

Current Fund	\$	3,084,137.77
Payroll Account		188,725.97
General Capital		9,835.41
Animal Fund		1.20
Grant Fund		
COAH/Housing Trust		
Improvement & Beautification		
Unemployment Fund		
Trust Fund		4,621.50
Water Operating		
Water Capital		
Total	\$	3,287,321.85

January 12, 2026
09:12 AM

Borough of Allendale
Bill List By Budget Account

Page No: 1

P.O. Type: All	Print Alpha, Revenue, & G/L Accounts: Y	Open: N	Void: N	Paid: N
Format: Condensed		Held: Y	Aprv: N	Rcvd: Y
Range: 5-First	to 6-zz-zz-zzz-zzz	Bid: Y	State: Y	Other: Y
Rcvd Batch Id Range: First to Last				Exempt: Y
Vendors: All				Include Non-Budgeted: Y
Department Page Break: No	Subtotal CAFR: Yes	Subtotal Department: Yes		

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Vendor						

Department: ADMINISTRATION

5-01-20-100-033	Newsletter printing					
I0090	IMPRESSIVE PRINTING, INC.	25-02048	2026 RECYCLING NEWSLETTER	2,325.34	0.00	
5-01-20-100-042	Dues/Memberships/Subscriptions					
00061	OPTIMUM	26-00030	FIOS DPW/CRESTWOOD LAKE	200.59	0.00	
5-01-20-100-063	Miscellaneous					
A0385	AMAZON CAPITAL SERVICES	25-02064	OFFICE SIGNS	23.84	0.00	
A0059	ALLENDAL BAR & GRILL	26-00029	HOLIDAY PARTY 12/10/25	2,164.80	0.00	
				2,188.64		
Department Total: ADMINISTRATION				4,714.57		

Department: MAYOR & COUNCIL

5-01-20-110-045	Mileage					
H0047	HOMAN, ELIZABETH	26-00022	REIMBURSEMENTS	176.40	0.00	
5-01-20-110-063	Miscellaneous					
H0047	HOMAN, ELIZABETH	26-00022	REIMBURSEMENTS	30.00	0.00	
Department Total: MAYOR & COUNCIL				206.40		

Department: MUNICIPAL CLERK

5-01-20-120-021	Advertising					
G0280	GANNETT NY-NJ LOCALIQ	26-00036	ADVERTISING DECEMBER 2025	571.12	0.00	
Department Total: MUNICIPAL CLERK				571.12		

Department: FINANCE

5-01-20-130-098	Payroll Charges					
I0092	INFINISOURCE, INC.	25-02097	BI-WEEKLY PAYROLL 12.26.25	526.38	0.00	
Department Total: FINANCE				526.38		

Department: TAX ASSESSMENT

5-01-20-150-108	Appraisals					
B0380	BBG, Inc.	25-02096	APPRAISAL ALLENDALE CORP CTR	3,250.00	0.00	

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5-01-20-150-109 A0155	Re-assessment APPRAISAL SYSTEMS, INC.	26-00025	2026 Reassessment Inv 8	5,625.00	0.00	
Department Total: TAX ASSESSMENT				8,875.00		
Department: LEGAL SERVICES						
5-01-20-155-181 W0170	Labor Attorney WISS LAW P.C.	26-00042	PROFESSIONAL SVCS DEC 2025	510.00	0.00	
5-01-20-155-184 W0170	Borough Attorney WISS LAW P.C.	26-00042	PROFESSIONAL SVCS DEC 2025	8,325.00	0.00	
Department Total: LEGAL SERVICES				8,835.00		
Department: ENGINEERING						
5-01-20-165-027 V0087	Professional Services VAN CLEEF ENGINEERING ASSOC	26-00038	ENGINEERING INVOICES NOV 2025	3,016.00	0.00	
Department Total: ENGINEERING				3,016.00		
CAFR Total:				26,744.47		
Department: LAND USE BOARD						
5-01-21-180-021 G0280	Advertising GANNETT NY-NJ LOCALIQ	26-00036	ADVERTISING DECEMBER 2025	138.36	0.00	
5-01-21-180-027 V0087	Professional Services VAN CLEEF ENGINEERING ASSOC	26-00038	ENGINEERING INVOICES NOV 2025	160.00	0.00	
5-01-21-180-183 C0546	Land Use Board Attorney CALLI LAW, LLC	26-00039	PROFESSIONAL SVCS LUB	500.00	0.00	
Department Total: LAND USE BOARD				798.36		
CAFR Total:				798.36		
Department: INSURANCE - OTHER						
5-01-23-210-220 B0052	Municipal Excess Liability - JIF BERGEN CO MUNICIPAL JIF	25-01648	MEL/JIF 4Q INSTALLMENT 2025	69,246.75	0.00	
Department Total: INSURANCE - OTHER				69,246.75		
Department: WORKERS' COMPENSATION						
5-01-23-215-000 B0052	WORKERS' COMPENSATION BERGEN CO MUNICIPAL JIF	25-01648	MEL/JIF 4Q INSTALLMENT 2025	51,497.25	0.00	
Department Total: WORKERS' COMPENSATION				51,497.25		

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Department: GROUP INSURANCE						
5-01-23-220-231 A0029	Health Benefits - Reimbursements ALSDORF, MARGO	25-02100	MEDICARE REIMBURSEMENT 2025	2,220.00	0.00	
Department Total: GROUP INSURANCE				2,220.00		
CAFR Total:				122,964.00		
Department: POLICE						
5-01-25-240-043	Clothing					
A0385	AMAZON CAPITAL SERVICES	25-02052	Clothing allowance - Antonelli	52.98	0.00	
A0385	AMAZON CAPITAL SERVICES	25-02053	Clothing allowance - Azevedo	45.59	0.00	
A0385	AMAZON CAPITAL SERVICES	25-02076	Clothing allowance - Helmer	550.39	0.00	
G0002	GALLS, LLC	25-02102	Clothing allowance - Rosado	86.99	0.00	
A0385	AMAZON CAPITAL SERVICES	25-02103	Clothing allowance - Rosado	115.92	0.00	
T0183	TURN OUT UNIFORMS, INC	25-02104	Clothing allowance - Rosendahl	990.98	0.00	
H0005	HARRIS UNIFORMS	25-02105	Clothing allowance - Dunn	1,565.00	0.00	
A0385	AMAZON CAPITAL SERVICES	25-02106	Clothing allowance - LaBanca	192.32	0.00	
A0385	AMAZON CAPITAL SERVICES	25-02107	Clothing allowance Hillgardner	269.47	0.00	
N0270	NAUMOV, CHRISTOPHER	25-02123	Clothing allowance - Naumov	192.00	0.00	
A0385	AMAZON CAPITAL SERVICES	25-02126	Clothing allowance - Forde	155.46	0.00	
L0142	LANDS END, INC.	25-02129	Clothing allowance	86.69	0.00	
A0385	AMAZON CAPITAL SERVICES	25-02137	Clothing allowance - Helmer	61.99	0.00	
A0385	AMAZON CAPITAL SERVICES	25-02138	Clothing allowance Hillgardner	278.37	0.00	
A0385	AMAZON CAPITAL SERVICES	25-02148	Clothing allowance - wanamaker	50.16	0.00	
				4,694.31		
5-01-25-240-044	Education/Training					
T0242	THOMAS J MORRIS, JR	25-02054	Ammunition for Training APD	7,092.81	0.00	
5-01-25-240-058	Equipment Purchases					
V0099	VERDANT COMMERCIAL CAPITAL LLC	25-02080		60.00	0.00	
5-01-25-240-063	Miscellaneous					
T0242	THOMAS J MORRIS, JR	25-02054	Ammunition for Training APD	252.02	0.00	
5-01-25-240-102	Vehicle Repairs					
W0033	WALDWICK AUTO SERVICE CENTER	25-02110	Automotive repairs	630.30	0.00	
P0284	PRO STOCK AUTOMOTIVE WAREHOUSE	25-02127	Automotive parts	241.27	0.00	
				871.57		
5-01-25-240-103	Communication Components					
E0117	ESS INC	25-02082	Equipment service agreement	1,045.00	0.00	
Department Total: POLICE				14,015.71		
Department: EMERGENCY MGMT SERVICES						
5-01-25-252-030	9-1-1 Services					
N0009	VERIZON	25-02128	Acct. #357-035-097-0001-73	55.90	0.00	

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5-01-25-252-141	OEM Services					
T0267	THE BOARD UP GUY CO	25-02101	Emergency Board Up-247 W Allen	2,805.00	0.00	
	Department Total: EMERGENCY MGMT SERVICES			2,860.90		
Department: FIRE						
5-01-25-255-058	Equipment Purchases					
G0053	GRAINGER	25-02059	Tool Accessories and Lighting	1,286.72	0.00	
5-01-25-255-193	Cable/Internet					
O0061	OPTIMUM	25-02061	Firehouse Internet/TV	152.91	0.00	
V0090	VERIZON	25-02081	Firehouse FIOS 12/10/25-1/9/26	149.00	0.00	
				301.91		
	Department Total: FIRE			1,588.63		
Department: FIRE OFFICIAL						
5-01-25-265-042	Dues/Subscriptions/Memberships					
T0239	TYLER TECHNOLOGIES, INC.	25-02079	SOFTWARE SUBSCRIPTION RENEWAL	5,297.92	0.00	
B0049	BERGEN COUNTY FIRE PREV ASSOC	25-02120	Yearly Dues	200.00	0.00	
				5,497.92		
	Department Total: FIRE OFFICIAL			5,497.92		
	CAFR Total:			23,963.16		
Department: STREETS & ROADS						
5-01-26-290-036	Supplies					
S0424	SEALMASTER PRODUCTS & SERVICES	25-02010	DPW- AQUAPHALT POTHOLE REPAIR	3,925.20	0.00	
H0014	HOME HARDWARE, INC.	25-02033	12/09/25 DPW- SHOP SUPPLIES	30.57	0.00	
				3,955.77		
5-01-26-290-053	Equipment Maintenance					
H0014	HOME HARDWARE, INC.	25-02088	DPW- POWERWASHER SUPPLIES	136.75	0.00	
5-01-26-290-063	Miscellaneous					
H0050	HIGHWAY TRAFFIC SUPPLY	25-02038	12/03/25 DEER X-ING SIGNS	195.00	0.00	
H0050	HIGHWAY TRAFFIC SUPPLY	25-02040	12/08/25 STREET SIGNS	165.00	0.00	
V0099	VERDANT COMMERCIAL CAPITAL LLC	25-02092	12/19/25 DPW-COPIER LEASE	159.43	0.00	
M0357	MICHAEL J HICKEY ELECTRIC LLC	25-02116	Mural Light	365.00	0.00	
H0014	HOME HARDWARE, INC.	25-02133	Door Lock & Misc Supplies	79.52	0.00	
G0281	GENERATION III INC	25-02144	DPW Lounge HVAC	1,995.00	0.00	
G0281	GENERATION III INC	25-02147	CWL Chlorine Bldg Relief Valve	945.00	0.00	
				3,903.95		
	Department Total: STREETS & ROADS			7,996.47		
Department: SNOW REMOVAL						
5-01-26-292-062	Misc. Supplies					
H0014	HOME HARDWARE, INC.	25-02135	Pallet of Mag Pellets	1,680.00	0.00	

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5-01-26-292-160	Road Materials					
P0184	PECKHAM INDUSTRIES	25-02035	12/25 WINTER CALICUM CHLORIDE	1,615.00	0.00	
A0124	ATLANTIC SALT, INC.	25-02094	12/24/25 300 TONS OF SALT	<u>23,974.08</u>	0.00	
				25,589.08		
	Department Total: SNOW REMOVAL			27,269.08		
Department: SHADE TREE						
5-01-26-300-063	Miscellaneous					
G0281	GENERATION III INC	25-02143	Library HVAC Issues	329.18	0.00	
	Department Total: SHADE TREE			329.18		
Department: GARBAGE & TRASH REMOVAL						
5-01-26-305-029	Scavenger					
S0266	SUBURBAN DISPOSAL INC	25-01530	SOLID WASTE/RECYCLING- DEC. 25	47,638.88	0.00	
	Department Total: GARBAGE & TRASH REMOVAL			47,638.88		
Department: MUNICIPAL RECYCLING						
5-01-26-306-029	Scavenger					
R0254	ROCKLAND COUNTY SOLID WASTE	25-02091	11/30/25 RECYCLING DISPOSAL	426.97	0.00	
	Department Total: MUNICIPAL RECYCLING			426.97		
Department: BUILDINGS & GROUNDS						
5-01-26-310-024	Building Maintenance					
F0011	FELDMAN BROTHERS	25-02085	12/05/25 BORO BLDG-LIGHT BULBS	467.84	0.00	
5-01-26-310-036	Supplies					
A0385	AMAZON CAPITAL SERVICES	25-01999	DPW- VARI-SAFE FIXED LADDER	279.00	0.00	
A0385	AMAZON CAPITAL SERVICES	25-02071	various	106.31	0.00	
00049	OFFICE CONCEPTS GROUP, INC	25-02122	Cleaning Supplies	<u>2,033.56</u>	0.00	
				2,418.87		
5-01-26-310-063	Miscellaneous					
H0018	HORIZON TERMITE & PEST	25-02036	DEC.25 AFD-MONTHLY PEST SERV	85.00	0.00	
M0357	MICHAEL J HICKEY ELECTRIC LLC	25-02117	CWL - Replace Circuit Breaker	437.10	0.00	
M0357	MICHAEL J HICKEY ELECTRIC LLC	25-02118	CWL - New Pump for Lake	1,956.24	0.00	
N0247	NORTH EAST FIRE & SAFETY	25-02119	CC Fire Extinguisher Service	<u>85.15</u>	0.00	
				2,563.49		
5-01-26-310-100	Building Repairs					
G0281	GENERATION III INC	25-02089	12/04/25 DPW-HEATING REPAIR	3,245.00	0.00	
G0281	GENERATION III INC	25-02139	Boro Hall HVAC Repairs	1,870.00	0.00	
G0281	GENERATION III INC	25-02140	APD HVAC Repairs	695.00	0.00	
G0281	GENERATION III INC	25-02142	DPW Sink Drain Issue	295.00	0.00	

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5-01-26-310-100	Building Repairs		Continued			
G0281	GENERATION III INC	25-02143	Library HVAC Issues	<u>215.82</u>	0.00	
				6,320.82		
	Department Total: BUILDINGS & GROUNDS			11,771.02		
	CAFR Total:			95,431.60		
Department: ANIMAL CONTROL						
5-01-27-340-029	Animal Control					
T0153	TYCO ANIMAL CONTROL SERVICES	26-00013	Animal Control Svcs Nov-Dec 25	1,780.00	0.00	
	Department Total: ANIMAL CONTROL			1,780.00		
	CAFR Total:			1,780.00		
Department: PARKS						
5-01-28-370-036	Supplies					
A0418	A-VAN ELECTRICAL SUPPLY INC	25-02086	12/11/25 PARKS-MENORAH REPAIR	142.94	0.00	
5-01-28-370-063	Miscellaneous					
C0322	COMMERCIAL RECREATION	25-01949	Ligtning Detector Maint Agrmnt	4,683.00	0.00	
G0027	GATES FLAG & BANNER CO.,INC	25-02034	12/10/25 DPW-FLAGS FOR STOCK	1,437.50	0.00	
R0162	ROBERT W. WOGISCH	25-02037	ORCHARD PARK SPRINKLER REPAIR	3,500.00	0.00	
D0120	DOWNES TREE SERVICE INC.	25-02109	BH-REMOVE ASH STORM DAMAGE	2,500.00	0.00	
M0357	MICHAEL J HICKEY ELECTRIC LLC	25-02114	Orchard Park - Elec Install	<u>2,486.00</u>	0.00	
				14,606.50		
5-01-28-370-166	Landscape Supplies					
S0381	SITEONE LANDSCAPE SUPPLY, LLC	25-02087	12/16/25 STRAW FOR MANGER	35.11	0.00	
	Department Total: PARKS			14,784.55		
Department: CRESTWOOD						
5-01-28-371-036	Supplies					
S0381	SITEONE LANDSCAPE SUPPLY, LLC	25-02032	CRESTWOOD -WINTERIZING LAKE	41.10	0.00	
5-01-28-371-063	Miscellaneous					
M0357	MICHAEL J HICKEY ELECTRIC LLC	25-02115	CWL CC - 220V Outlet Install	330.00	0.00	
	Department Total: CRESTWOOD			371.10		
Department: SENIOR CITIZEN ACTIVITIES						
5-01-28-372-063	Miscellaneous					
X0006	XYZ SENIOR CITIZENS ALLENDALE	25-02095	HOIDAY LUNCHEON REIMBURSEMENT	565.60	0.00	
	Department Total: SENIOR CITIZEN ACTIVITIES			565.60		

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Department: MUNICIPAL ALLIANCE						
5-01-28-373-063 L0163 L.E.A.D. INC.	Miscellaneous	25-02060	LEAD Student Workbooks	249.42	0.00	
Department Total: MUNICIPAL ALLIANCE				249.42		
CAFR Total:				15,970.67		
Department: ELECTRICITY						
5-01-31-430-076 R0027 ROCKLAND ELECTRIC COMPANY	EMS	26-00035	CURRENT ELECTRIC CHARGES	138.11	0.00	
5-01-31-430-077 R0027 ROCKLAND ELECTRIC COMPANY	Crestwood Lake	26-00035	CURRENT ELECTRIC CHARGES	481.31	0.00	
5-01-31-430-078 R0027 ROCKLAND ELECTRIC COMPANY	Buildings & Grounds	26-00035	CURRENT ELECTRIC CHARGES	9,303.77	0.00	
Department Total: ELECTRICITY				9,923.19		
Department: STREET LIGHTING						
5-01-31-435-000 R0027 ROCKLAND ELECTRIC COMPANY	STREET LIGHTING	26-00035	CURRENT ELECTRIC CHARGES	1,436.08	0.00	
Department Total: STREET LIGHTING				1,436.08		
Department: TELEPHONES						
5-01-31-440-190 V0090 VERIZON	Telephone	26-00031	COMM CENTER 12/13-1/12	118.19	0.00	
A0061 A T & T CORP		26-00033	LONG DISTANCE THRU 12/22/25	46.22	0.00	
N0009 VERIZON		26-00034	ELEVATOR POLICE 12/12-1/11	42.03	0.00	
				<u>206.44</u>		
Department Total: TELEPHONES				206.44		
Department: GAS (NATURAL)						
5-01-31-446-073 P0023 PUBLIC SERVICE ELEC & GAS CO.	Gas Heat	26-00032	CURRENT GAS CHARGES	8,764.47	0.00	
Department Total: GAS (NATURAL)				8,764.47		
Department: SEWER						
5-01-31-455-027 V0087 VAN CLEEF ENGINEERING ASSOC	Engineering	26-00038	ENGINEERING INVOICES NOV 2025	2,960.00	0.00	
Department Total: SEWER				2,960.00		

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Department: GASOLINE						
5-01-31-460-080 R0165	Gasoline RACHLES/MICHELE'S OIL CO.	25-02090	12/25REG GAS, DIESEL DELIVERY	759.65	0.00	
5-01-31-460-081 R0165	Diesel RACHLES/MICHELE'S OIL CO.	25-02090	12/25REG GAS, DIESEL DELIVERY	1,475.85	0.00	
Department Total: GASOLINE				2,235.50		
CAFR Total:				25,525.68		
Department: MUNICIPAL COURT						
5-01-43-490-092 A0294	Interpreter Services ADAMS, NORA	25-02098	INTERPRETER SVCS 12/16/25	200.00	0.00	
Department Total: MUNICIPAL COURT				200.00		
Department: PUBLIC DEFENDER						
5-01-43-495-027 M0284	Professional Services ROBERT C METZDORF ESQ	25-02099	PUBLIC DEFENDER 12/16/25	400.00	0.00	
Department Total: PUBLIC DEFENDER				400.00		
CAFR Total:				600.00		
Department: TAX OVERPAYMENTS						
5-01-55-608-004 T0164	State of NJ DCA Building Fees TREASURER, STATE OF NEW JERSEY	26-00015	DCA FEES OCT-DEC 2025	6,612.00	0.00	
Department Total: TAX OVERPAYMENTS				6,612.00		
CAFR Total:				6,612.00		
Fund Total:				320,389.94		
Year Total:				320,389.94		
Department: ADMINISTRATION						
6-01-20-100-042 00061	Dues/Memberships/Subscriptions OPTIMUM	26-00030	FIOS DPW/CRESTWOOD LAKE	20.18	0.00	
6-01-20-100-058 L0188	Equipment Purchases LEAF CAPITAL FUNDING LLC	26-00012	BORO HALL COPIER LEASE	123.00	0.00	
6-01-20-100-061 C0271	Information Technology COBAN COMPUTER SOLUTIONS, LLC	26-00023	1ST QUARTER MONITORING 2026	5,034.75	0.00	
6-01-20-100-063 R0050	Miscellaneous RAMSEY, BOROUGH OF	26-00007	1Q 2026 Property Taxes	1,850.53	0.00	

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6-01-20-100-063 00028	Miscellaneous ORANGE AND ROCKLAND UTILITIES, 26-00021	2026	PROPERTY RENTAL	<u>1.00</u> 1,851.53	0.00	
Department Total: ADMINISTRATION				7,029.46		
Department: MAYOR & COUNCIL						
6-01-20-110-042 A0301	Dues/Subscriptions/Memberships ALLENDALE CHAMBER OF COMMERCE	26-00040	2026 MEMBERSHIP DUES	125.00	0.00	
N0010	NJ CONFERENCE OF MAYORS	26-00041	2026 MAYOR MEMBERSHIP DUES	<u>525.00</u> 650.00	0.00	
6-01-20-110-061 H0047	Information Technology HOMAN, ELIZABETH	26-00022	REIMBURSEMENTS	150.32	0.00	
Department Total: MAYOR & COUNCIL				800.32		
Department: MUNICIPAL CLERK						
6-01-20-120-063 G0253	Miscellaneous GOVPILOT, LLC	26-00026	2026 ANNUAL SUBSCRIPTION	9,495.57	0.00	
Department Total: MUNICIPAL CLERK				9,495.57		
Department: TAX COLLECTION						
6-01-20-145-042 M0038	Dues/Subscriptions/Memberships MICRO SYSTEMS OF NORTHERN NJ	26-00024	2026 ANNUAL EMAIL SERVICE	120.00	0.00	
T0112	TCTA OF NEW JERSEY	26-00028	2026 Membership - Wittmaack	<u>125.00</u> 245.00	0.00	
Department Total: TAX COLLECTION				245.00		
CAFR Total:				17,570.35		
Department: CONSTRUCTION CODE/BUILDING DEPT.						
6-01-22-195-063 G0253	Miscellaneous GOVPILOT, LLC	26-00026	2026 ANNUAL SUBSCRIPTION	9,495.57	0.00	
Department Total: CONSTRUCTION CODE/BUILDING DEPT.				9,495.57		
CAFR Total:				9,495.57		
Department: INSURANCE - OTHER						
6-01-23-210-220 B0052	Municipal Excess Liability - JIF BERGEN CO MUNICIPAL JIF	26-00006	MEL/JIF 1Q INSTALLMENT 2026	83,923.86	0.00	
Department Total: INSURANCE - OTHER				83,923.86		

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Department: WORKERS' COMPENSATION						
6-01-23-215-000	WORKERS' COMPENSATION					
B0052	BERGEN CO MUNICIPAL JIF	26-00006	MEL/JIF 1Q INSTALLMENT 2026	53,722.50	0.00	
	Department Total: WORKERS' COMPENSATION			53,722.50		
Department: GROUP INSURANCE						
6-01-23-220-227	Health Benefits					
B0369	BOROUGH OF ALLENDALE - SHBP	26-00011	HEALTH BILLS JANUARY 2026	175,771.06	0.00	
6-01-23-220-228	Dental					
D0188	DELTA DENTAL OF NEW JERSEY INC	26-00010	DENTAL BILLS JANUARY 2026	6,894.32	0.00	
D0188	DELTA DENTAL OF NEW JERSEY INC	26-00018	DENTAL BILLS FEBRUARY 2026	<u>3,370.56</u>	0.00	
				10,264.88		
	Department Total: GROUP INSURANCE			186,035.94		
	CAFR Total:			323,682.30		
Department: STREETS & ROADS						
6-01-26-290-063	Miscellaneous					
G0253	GOVPILOT, LLC	26-00026	2026 ANNUAL SUBSCRIPTION	3,617.36	0.00	
	Department Total: STREETS & ROADS			3,617.36		
	CAFR Total:			3,617.36		
Department: PARKS						
6-01-28-370-167	Pocket Park Property Lease					
S0478	SUPREME REAL ESTATE GROUP LLC	26-00016	PROPERTY LEASE JAN 2026	1,000.00	0.00	
	Department Total: PARKS			1,000.00		
	CAFR Total:			1,000.00		
Department: PETTY CASH						
6-01-55-603-000	PETTY CASH					
D0192	DILLION, MICHAEL - PETTY CASH	26-00002	Police Petty Cash - Dillon	150.00	0.00	
A400	ALTANO, ALISON - PETTY CASH	26-00003	Finance Petty Cash - Altano	250.00	0.00	
B0378	RICHARDS, AMANADA B-PETTY CASH	26-00004	M&C Petty Cash - Richards	250.00	0.00	
A401	AGUGLIARO, ANDREW - PETTY CASH	26-00005	DPW Petty Cash - Agugliaro	<u>150.00</u>	0.00	
				800.00		
	Department Total: PETTY CASH			800.00		
Department: LOCAL SCHOOL TAX PAYABLE						
6-01-55-604-000	LOCAL SCHOOL TAX PAYABLE					
A0021	ALLENDALE BOARD OF EDUCATION	26-00008	GF TAX LEVY/DEBT SER JAN 2026	1,492,414.00	0.00	
	Department Total: LOCAL SCHOOL TAX PAYABLE			1,492,414.00		

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Department: REGIONAL SCHOOL TAX PAYABLE						
6-01-55-605-000	REGIONAL SCHOOL TAX PAYABLE					
N0024	NORTHERN HIGHLANDS REGIONAL HS	26-00009	SCHOOL TAX LEVY - JANUARY 2026	915,089.42	0.00	
Department Total: REGIONAL SCHOOL TAX PAYABLE				915,089.42		
Department: ACCOUNTS PAYABLE						
6-01-55-614-000	ACCOUNTS PAYABLE					
C0392	LANGUAGE LINK	25-02108	Language Interpreter service	78.83	0.00	
Department Total: ACCOUNTS PAYABLE				78.83		
CAFR Total:				2,408,382.25		
Fund Total:				2,763,747.83		
Year Total:				2,763,747.83		
Department: ORDINANCE22-07						
C-04-55-933-652	Fire Suppression Equipment					
G0053	GRAINGER	25-02059	Tool Accessories and Lighting	2,182.98	0.00	
Department Total: ORDINANCE22-07				2,182.98		
Department: ORDINANCE 23-09						
C-04-55-934-103	Section 20 Soft Costs					
V0087	VAN CLEEF ENGINEERING ASSOC	26-00038	ENGINEERING INVOICES NOV 2025	1,696.00	0.00	
Department Total: ORDINANCE 23-09				1,696.00		
Department: ORDINANCE 24-11						
C-04-55-938-101	Community Center					
A0385	AMAZON CAPITAL SERVICES	25-02041	COMMUNITY CENTER FURNITURE	1,836.43	0.00	
G0281	GENERATION III INC	25-02134	CC Heating Issues	485.00	0.00	
G0281	GENERATION III INC	25-02145	CC Thermostat Issues	1,950.00	0.00	
G0281	GENERATION III INC	25-02146	CC HVAC Filters	1,685.00	0.00	
				<u>5,956.43</u>		
Department Total: ORDINANCE 24-11				5,956.43		
CAFR Total:				9,835.41		
Fund Total:				9,835.41		
Year Total:				9,835.41		

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Borough of Allendale
Bill List By Budget Account

Page No: 12

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
CAFR: DOG FUND EXPENDITURES						
Department: NON BUDGET EXPENDITURES						
D-12-55-870-001	Due to State - State Fees					
N0167	NEW JERSEY DEPT OF HEALTH	26-00014	DOG REPORT DECEMBER 2025	1.20	0.00	
	Department Total: NON BUDGET EXPENDITURES			1.20		
	CAFR Total: DOG FUND EXPENDITURES			1.20		
	Fund Total:			1.20		
	Year Total:			1.20		
Total Charged Lines: 216 Total List Amount: 3,093,974.38 Total Void Amount:				0.00		

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Borough of Allendale
Bill List By Budget Account

Page No: 13

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
	5-01	320,389.94	0.00	320,389.94	0.00	0.00	320,389.94
	6-01	2,763,747.83	0.00	2,763,747.83	0.00	0.00	2,763,747.83
	C-04	9,835.41	0.00	9,835.41	0.00	0.00	9,835.41
	D-12	1.20	0.00	1.20	0.00	0.00	1.20
Total of All Funds:		<u>3,093,974.38</u>	<u>0.00</u>	<u>3,093,974.38</u>	<u>0.00</u>	<u>0.00</u>	<u>3,093,974.38</u>

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Borough of Allendale
Bill List By Project Id

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

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

Project Id	Description	Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Voice Date
PO #	Item Vendor						
124ELBROO	2025 SOIL ESCROW						
26-00038	12 V0087 VAN CLEEF ENGINEERING ASSOC	Engineering Inv - Nov 2025	520.00	R	01/09/26	01/09/26	
	Account Total:		520.00				
29LOUISE	SOIL MOVEMENT ESCROW						
26-00038	8 V0087 VAN CLEEF ENGINEERING ASSOC	Engineering Inv - Nov 2025	80.00	R	01/09/26	01/09/26	
	Account Total:		80.00				
310EALLEN	2025 LAND USE BOARD ESCROW						
26-00038	14 V0087 VAN CLEEF ENGINEERING ASSOC	Engineering Invoice - Nov 2025	160.00	R	01/09/26	01/09/26	
26-00039	4 C0546 CALLI LAW, LLC	LUB Attorney December 2025	125.00	R	01/09/26	01/09/26	
	Account Total:		285.00				
321AFRANKL	2025 LAND USE BOARD ESCROW						
26-00039	3 C0546 CALLI LAW, LLC	LUB Attorney December 2025	177.08	R	01/09/26	01/09/26	
	Account Total:		177.08				
345EALLEN	2025 LAND USE BOARD ESCROW						
26-00039	6 C0546 CALLI LAW, LLC	LUB Attorney December 2025	187.50	R	01/09/26	01/09/26	
	Account Total:		187.50				
44STONEFEN	2025 SOIL ESCROW						
26-00038	11 V0087 VAN CLEEF ENGINEERING ASSOC	Engineering Inv - Nov 2025	80.00	R	01/09/26	01/09/26	
	Account Total:		80.00				

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Borough of Allendale
Bill List By Project Id

Project Id	Description	Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Voice Date
PO #	Item Vendor						
509PAULPP 26-00038	PLOT PLAN ESCROW 7 V0087 VAN CLEEF ENGINEERING ASSOC	Engineering Inv - Nov 2025	80.00	R	01/09/26	01/09/26	
Account Total:			80.00				
54PARKAVE 26-00038	SOIL DEV GoldenHammer not Veli 9 V0087 VAN CLEEF ENGINEERING ASSOC	Engineering Inv - Nov 2025	1,850.00	R	01/09/26	01/09/26	
Account Total:			1,850.00				
58MIDWOOD 26-00039	2025 LUB ESCROW 2 C0546 CALLI LAW, LLC	LUB Attorney December 2025	135.42	R	01/09/26	01/09/26	
Account Total:			135.42				
63CRESCBEN 26-00038 26-00039	2025 LUB ESCROW 15 V0087 VAN CLEEF ENGINEERING ASSOC 1 C0546 CALLI LAW, LLC	Engineering Invoice - Nov 2025 LUB Attorney December 2025	708.00 62.50	R R	01/09/26 01/09/26	01/09/26 01/09/26	
Account Total:			770.50				
68CANA 26-00038	2025 SOIL MOVEMENT ESCROW 10 V0087 VAN CLEEF ENGINEERING ASSOC	Engineering Inv - Nov 2025	80.00	R	01/09/26	01/09/26	
Account Total:			80.00				
87NEW 26-00038	2025 ENGINEERING ESCROW 13 V0087 VAN CLEEF ENGINEERING ASSOC	Engineering Inv - Nov 2025	216.00	R	01/09/26	01/09/26	
Account Total:			216.00				
COUCH CT 26-00038	COUCH COURT SUB DIV 16 V0087 VAN CLEEF ENGINEERING ASSOC	Engineering Invoice - Nov 2025	160.00	R	01/09/26	01/09/26	
Account Total:			160.00				
Total Charged Lines: 15 Total Project Amount:			4,621.50	Total Void Amount:		0.00	

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Borough of Allendale
Bill List By Project Id

Totals by Year-Fund Fund Description	Fund	Project Total
	6-14	4,621.50
Total of All Funds:		<u>4,621.50</u>

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-89

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

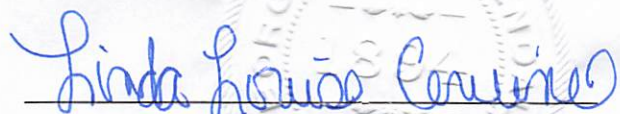
- ☐ Carried
- ☐ Defeated
- ☐ Tabled
- ☒ Approved on
Consent Agenda

APPOINTMENT OF QUALIFIED PURCHASING AGENT

BE IT RESOLVED by the Governing Body that Joseph Citro is hereby appointed as Qualified Purchasing Agent effective through December 31, 2026 at an annual rate of \$5,000.00.

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 15, 2026.


Linda Louise Cervino, RMC
Municipal Clerk



RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-90

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

- ☐ Carried
- ☐ Defeated
- ☐ Tabled
- ☒ Approved on
Consent Agenda

**RESOLUTION OF THE BOROUGH OF ALLENDALE, COUNTY OF BERGEN,
AUTHORIZING THE EXECUTION OF A MEDIATION AGREEMENT WITH
FAIR SHARE HOUSING CENTER TO RESOLVE FOURTH ROUND ISSUES**

WHEREAS, in January, 2025, the Borough of Allendale ("Borough" or " Allendale") filed a Declaratory Judgment Action pursuant to the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.as amended (hereinafter "FHA II"); and

WHEREAS, on May 5, 2025, the Superior Court entered an Order setting the Borough's Fourth Round Present Need and Prospective Need obligations and directing the Borough to file a Housing Element and Fair Share Plan ("HEFSP") by June 30, 2025; and

WHEREAS, on June 17, 2025, the Borough filed a HEFSP and sought approval of its plan;
and

WHEREAS, Fair Share Housing Center ("FSHC") and AvalonBay filed a challenges to the Borough's application for approval of its HEFSP; and

WHEREAS, in accordance with FHA II, the Affordable Housing Dispute Resolution Program (the Program) appointed retired Judge Miller to mediate the dispute and Christine Cofone, AICP/PP to serve as the Adjudicator to assist Judge Miller; and

WHEREAS, on November 7, 2025, the Borough provided materials to FSHC responsive to the issues it raised with its objection; and

WHEREAS, Judge Miller, with the assistance of his Adjudicator, mediated the dispute;
and

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 01/15/2026

RESOLUTION# 26-90

WHEREAS, mediation culminated in AvalonBay withdrawing its objection and FSHC and the Borough putting a settlement on the record at the session Judge Miller conducted on December 31, 2025; and

WHEREAS, the attorney for FSHC agreed to prepare a mediation agreement reflecting the settlement that had been placed on the record; and

WHEREAS, FSHC submitted a proposed Mediation Agreement on January 13, 2026 and the Borough responded on January 15, 2026; and

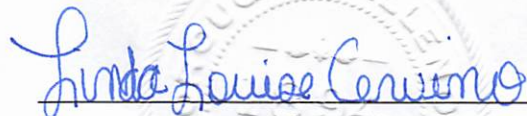
WHEREAS, a copy of the final form of the mediation Agreement is incorporated by reference herein as Exhibit A; and

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

The Mayor, Borough Clerk, Borough Attorney, or such other appropriate officials are authorized to execute the Mediation Agreement between the Borough and Fair Share Housing Center, attached hereto as Exhibit A, subject to de minimis revisions approved by Affordable Housing Counsel.

1. The Mayor, Borough Administration, Borough Planner, Borough Clerk, and Affordable Housing Counsel are authorized and directed to take all steps necessary to effectuate the terms of the agreement that has been reached, including preparation and adoption of implementing ordinances and resolutions, filing materials required by the Program or Court, and undertaking any other actions required to secure compliance certification.
2. This Resolution shall take effect immediately.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 15, 2026.



Linda Louise Cervino, RMC
Municipal Clerk



**MEDIATION AGREEMENT BEFORE THE AFFORDABLE HOUSING DISPUTE
RESOLUTION PROGRAM**

In the Matter of the Application of the Borough of Allendale, County of Bergen
Docket No. BER-L-594-25

WHEREAS, in January of 2025, the Borough of Allendale (the “Borough” or “Allendale”) having filed a declaratory judgment action pursuant to N.J.S.A. 52:27D-301 et. seq. (the “Fair Housing Act”) and

WHEREAS, on May 5, 2025, the Court entered an order setting the Borough’s Fourth Round fair share obligations as a Present Need of 159 units and a Prospective Need of 200 units, which no party appealed, and directing the Borough to file a Housing Element and Fair Share Plan (“HEFSP”) by June 30, 2025; and

WHEREAS, on June 17, 2025, the Borough having filed its HEFSP (“Adopted HEFSP”); and

WHEREAS, on September 2, 2025, FSHC having filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Borough’s HEFSP; and

WHEREAS, on September 2, 2025, AvalonBay Communities, Inc., (“Avalon”) having filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Borough’s HEFSP; and

WHEREAS, the Affordable Housing Dispute Resolution Program (the “Program”) having assigned Retired Judge Toskos to serve as the Program Judge to mediate the disputes and Christine Cofone, PP/AICP to serve as the Adjudicator to assist him; and

WHEREAS, Judge Toskos having overseen mediation with the assistance of Christine Cofone, PP/AICP and having conducted a session on December 31, 2025 at which time Avalon withdrew its objection and the Borough and FSHC put a settlement on the record; and

WHEREAS, the Borough and FSHC wishing to memorialize their settlement in this Mediation Agreement for review by the Program and referral to the Mount Laurel judge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) and Administrative Directive #14-24, which if approved will result in a compliance certification for the Borough for the Fourth Round;

THEREFORE, the Borough and FSHC agree:

Fair Share Obligations

1. The Borough's Present Need or Rehabilitation Obligation is 159, the Borough's Prior Round Obligation (1987-1999) is 137, the Borough's Third Round Obligation (1999-2025) is 308, the Borough's Fourth Round Prospective Need (2025-2035) is 200.

Satisfaction of Fair Share Obligations

2. The parties agree that the Borough's Present Need Obligation is reduced from 159 to 10 through a structural conditions survey pursuant to N.J.A.C. 5:93-5.2. The Borough will address its Present Need via participation in the Bergen County Home Improvement Program. The Borough will also contract with a professional Affordable Housing Administrator to establish a municipal rehabilitation program for which renter-occupied units will also be eligible.
3. The Borough's Prior Round Obligation is 137 and has been met with the following mechanisms:

Project Description- Prior Round	Prior Round Units	Prior Round Bonus	Total	Surplus Credits
<u>Regional Contribution Agreements (RCAs)- Completed</u> 40 units to Jersey City 4 units to Ridgefield Borough	44	-	44	-
<u>Allendale Brook Associates</u> project located on Carriage Court and Trotters Lane (Block 2101, Lot 9) – Completed	4	-	4	5
<u>Saddle Dale Builders</u> project located on Elm Street (Block 1809, Lot 8) – Completed	3	3	6	-
<u>Garden Homes/The Whitney</u> project (Block 2101, Lots 1, 2, 3, 5, 6, 7, 8) – Completed	-	-	0	12
<u>Allendale Senior Housing</u> project located on Cebak Court (Block 1708, Lots 1 and 9) – Completed	16	-	16	-
<u>Orchard Commons</u> supportive special needs housing project at (Block 1806, Lot 10.01) – Completed	10	10	20	-
<u>Crescent Commons</u> (Block 904, Lots 10.01, 10.02, 14, 31) 26 out of 33 affordable units – Completed	26	21	47	7
Total: 137 Units Prior Round	103	34	137	+24

4. The Borough's Third Round Obligation is 308, having been adjusted through a vacant land adjustment ("VLA") to a realistic development potential ("RDP") of 54, which has been addressed with the following mechanisms:

MECHANISM	TYPE	UNITS	BONUS	TENURES	STATUS
Allendale Brook Estates – Carriage Court and Trotters Lane	Family	5		For Sale	Completed
Garden Homes/Whitney	Family	12	12	Rental	Completed
Former Farm	Family	2	1	Rental	Completed
Crescent Commons	Family, Supportive Housing	7		For Sale, Rental	Completed

220 West Crescent Avenue/The Vale	Family	5		Rental	Completed
Eastern Christian Group Home 1	Supportive Housing	5		Rental	Completed
Eastern Christian Group Home 2	Supportive Housing	5		Rental	Completed
Total		41	13		

5. The Borough's Third Round Unmet Need is 254 and shall be addressed with the following mechanisms:

- a. The Borough has one applicable surplus credit from the completion of the project at 220 West Crescent Avenue.
- b. The Borough has four applicable credits from the completion of the senior housing project on Cebak Court.
- c. The Borough will have one applicable credit from the Park and Ivy inclusionary project, currently under construction.
- d. The Borough adopted the Ramsey Golf and County Club Overlay Zone (Block 301, Lot 37 and Block 406, Lot 21.01) with a density of 10 dwelling units per acres ("du/ac") and a 20 percent affordable set-aside.
- e. The Borough adopted the Allendale Corporate Center Overlay Zone (Block 702, Lot 14) with a density of 12 dwelling units per acres ("du/ac") and a 20 percent affordable set-aside.

- f. The Borough adopted the Church of the Guardian Angel Overlay Zone (Block 1803, Lot 1) with a density of 12 dwelling units per acres (“du/ac”) and a 20 percent affordable set-aside.
 - g. The Borough adopted a Borough-wide mandatory set-aside ordinance requiring that any site developed with five or more new dwelling units shall provide an affordable housing set-aside at a rate of 20 percent for ownership units and 15 percent for rental units.
6. The Borough’s Fourth Round Prospective Need Obligation is 200, having been adjusted through a VLA to an RDP of 4, which shall be addressed with the following mechanisms:

MECHANISM	TYPE	UNITS	BONUS	TENURES	STATUS
98 Elm Street Conversion & Extension of Controls	Supportive Housing	2	1	Rental	Completed
Extension of Controls – Allendale Brook Estates	Family	2		For Sale	Proposed
Total		4	1		

7. The Borough’s Fourth Round Unmet Need is 196 and shall be addressed with the following mechanism:
- a. The Borough will expand the Allendale Corporate Center Overlay Zone to include Block 702, Lots 14 and 15, and the Borough will increase the permitted density within the zone to 26 du/ac.

Water and Sewer Capacity

8. As a condition of settlement, the parties agree to the following:

- a. Allendale agrees to enter into a sewer service agreement with Saddle River that provides for, among other things, Allendale's acceptance and transmission of the sewer effluent from the Avalon and Michael's projects on Route 17 in Saddle River. Furthermore, pursuant to terms and conditions of a separate Term Sheet with Avalon, the terms of which are incorporated herein, Allendale also agrees to dismiss its pending appeal under Appellate Docket A-34-25 against Avalon, and Avalon has agreed to withdraw its objection to Allendale's Fourth Round plan.

Unit Type and Income Distribution Requirements

9. The Borough and FSHC agree that the Borough's HEFSP as presented above satisfies the following standards set forth in P.L. 2024, c. 2, including but not limited to, with respect to the following, and that the Borough shall maintain satisfaction with such requirements for the Fourth Round:
 - a. Age Restricted Cap. The Borough agrees that it shall not exceed the age-restricted cap found in N.J.S.A. 52:27D-311(l), which requires age-restricted units to be capped at 30 percent of the overall Fourth Round affordable housing units that address the Fourth Round Prospective Need obligation exclusive of any bonus credits.
 - b. Family units. Pursuant to N.J.S.A. 52:27D-211(l), the Borough shall satisfy a minimum of 50 percent of the actual affordable housing units, exclusive of any bonus credits created to address its Fourth Round Prospective Need affordable housing obligation through the creation of housing available to families with children and otherwise in compliance with the requirements and controls established pursuant to Section 21 of P.L.1985, c.222 (C.52:27D-321).

- c. Rental and family rental units. Pursuant to N.J.S.A. 52:27D-311(l), at least 25 percent of the actual affordable housing units, exclusive of any bonus credits, created to address its Prospective Need affordable housing obligation shall be addressed through rental housing, including at least half as available to families with children.
 - d. Very low-income units. Pursuant to N.J.S.A. 52:27D-329.1, 13 percent of all affordable units referenced in this Agreement addressing the Borough's Prospective Need obligation shall be very low-income units for households earning 30 percent or less of the regional median income, with half of the very low-income units being available to families.
 - e. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311(a) and (b), and all other applicable law.
 - f. All Prior Round and Third Round compliance shall continue to meet with the applicable percentages and standards for bonuses, family and senior housing, rental and family rental, very low-income units, and adaptability set forth in any prior settlement agreement between FSHC and the Borough, statutory requirements, and the Prior Round and Third Round regulations.
10. In all developments that produce affordable housing, the Borough and FSHC agree that, unless varied by a prior court order of the trial court, the below terms shall apply:
- a. All of the affordable units shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC"), including but not limited to the required bedroom and income distribution, length of affordability controls, and phasing of affordable units.

- b. The applicability of the updated form of UHAC versus the prior form of UHAC shall be as set forth in the statute and most current form of UHAC adopted by HMFA. Any terms of a prior agreement, judgment, or grant of substantive certification as to prior round of obligations modifying UHAC as to affordability controls longer than the now current regulations or as to very low-income units shall remain in effect as to those prior rounds of obligations.
- c. The Borough agrees that in order to meet the low-income and very low-income requirement of the Fair Housing Act, it shall adopt an ordinance requiring for all affordable housing developments in its HEFSP that 50 percent of the affordable units within each bedroom distribution shall be required to be for low-income households earning 50 percent or less of the regional median income, including 13 percent of the affordable units within each bedroom distribution shall be required to be for very low-income households earning 30 percent or less of the regional median income.
- d. The Borough agrees to review its Affordable Housing Ordinance and other ordinances to ensure that it complies with the most up to date requirements of UHAC and revise those ordinances accordingly as part of its Fourth Round HEFSP and implementing ordinances.
- e. The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law. The affirmative marketing plan shall include the following community and regional organizations: FSHC; the Latino Action Network; the New

Jersey State Conference of the NAACP; the Bergen County NAACP; Bergen Urban League; and Bergen County Housing Coalition.

Process for Approval and Implementation

11. Pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) and Administrative Directive #14-24, the municipality and FSHC recognize that the Program and/or county level housing judge must still review this agreement and the resulting HEFSP and implementing ordinances and resolutions for compliance with the Fair Housing Act prior to issuing a compliance certification, as follows:

- a. The Borough and FSHC shall present this mediation agreement to the Program member for review upon full execution by both parties.
- b. The Program Member shall review the agreement and if satisfied with compliance with the Fair Housing Act shall refer this matter to the Mount Laurel judge for review and entry of certification of compliance, conditioned on adoption of all implementing ordinances and resolutions.
- c. The Borough shall adopt all implementing ordinances and resolutions no later than March 15, 2026, including but not limited to the outstanding items identified in the next paragraph. No later than 48 hours after adoption or March 15, 2026, whichever is sooner, the Borough shall file the information required by Paragraph 11 and any other adopted ordinances and resolutions on eCourts.
- d. No later than April 15, 2026, the Borough and FSHC shall provide via filing on eCourts a form of consent order granting final compliance certification for the Court's review or identify any remaining issues of compliance that may be disputed at which point the court shall schedule a conference to review any such areas.

- e. Both parties agree to implement the terms of this Agreement. If the Program, county level housing judge, or any appellate court rejects this Agreement, the parties reserve their right to rescind any action taken in anticipation of the Program's approval and return to status quo ante. All parties shall have an obligation to fulfill the intent and purpose of this Agreement, unless to do so would be inconsistent with the final, unappealable adjudication of any Program or court ruling or judgment. The terms of this agreement may be enforced through an enforcement motion in this declaratory judgment or a separate action before the Program or the Superior Court, Law Division.

12. The Borough and FSHC agree that following conditions remain to be met prior to March 15, 2026 as conditions of compliance certification, and that the municipality shall provide these documents to FSHC in draft form for comment two weeks prior to adoption:

- a. The Borough secured credit for 17 group home bedrooms in Round 3 and relies upon that approval. Nevertheless, the Borough will demonstrate that the group homes remain functional.
- b. The Borough will, by March 15, 2026, adopt the amendments to the Allendale Corporate Center Overlay Zone as described in Paragraph 7 and including language complying with UHAC.
- c. The Borough will adopt a Fourth Round Spending Plan in accordance with P.L. 2024, c. 2 and the regulations at N.J.A.C. 5:99.
- d. The Borough will update and adopt its affordable housing ordinance, development fee ordinance, affirmative marketing plan, and other administrative documents in

accordance with the regulations at N.J.A.C. 5:80-26.1, et seq., and N.J.A.C. before March 15, 2026.

13. The Borough shall provide the following additional information and/or commit to the following requirements on the proposed program to extend affordability controls:

- a. The Borough shall provide a timetable for facilitating the extension of expiring controls on units at Allendale Brook Estates.
- b. The Borough shall, by March 15, 2026, adopt a Spending Plan allocating sufficient expenditures related to the extension of affordability controls program in accordance with the recently adopted HMFA regulations. The Borough will allocate money from its trust fund as may be necessary to fund a continuing certificate of occupancy and, in addition, will offer \$10,000 to each household with expiring controls in exchange for cooperation from the trust fund.
- c. The Borough shall also commit to use a form of deed restriction required by UHAC regulations.
- d. The Borough shall provide a plan to ensure that all units being extended receive a “continuing certificate of occupancy” and that any units which need repairs to receive a certificate of occupancy or be brought up to code will receive the required repairs as part of the process of extending the controls.
- e. The Borough shall allocate from its trust fund sufficient monies to rehabilitate 10 units. The Borough shall adopt a resolution committing to fund the ten rehabs in the unlikely event of any shortfalls. The Borough shall provide a rehabilitation manual.

- f. The Borough shall demonstrate that it has complied with all other requirements of the updated UHAC regulations relating to the extension of expiring controls.
- 14. The Borough and FSHC recognize that substantial changes in circumstances affecting the Borough's RDP are possible pursuant to the holding in *Fair Share Housing Center v. Cherry Hill*, 173 N.J. 393, (2002) and related law. In the event such a substantial changed circumstance occurs, the Borough shall have one hundred twenty (120) days to present to the trial court and FSHC an explanation as to why the Borough does not believe that the changed circumstance warrants an increase in the RDP or, if the Borough agrees that the RDP should be increased, a plan to address such change in circumstances on notice and opportunity to be heard from FSHC. The Borough agrees that any additional RDP generated due to changed circumstances must be addressed in a manner that is consistent with controlling law.
- 15. The Borough's Compliance Certification shall be subject to required ongoing monitoring as follows:
 - a. The Borough by February 15, 2026, and annually, agrees to electronically enter data into the AHMS system of the Department of Community Affairs of a detailed accounting of all development fees and any other payments into its trust fund that have been collected including residential and non-residential development fees, along with the current balance in the municipality's affordable housing trust fund as well as trust funds expended, including purposes and amounts of such expenditures, in the previous year from January 1st to December 31st.
 - b. The Borough by February 15, 2026, and annually, agrees to electronically enter data into the AHMS system of the Department of Community Affairs of up-to-date

municipal information concerning the number of affordable housing units actually constructed, construction starts, certificates of occupancy granted, and the start and expiration dates of deed restrictions. With respect to units actually constructed, the information shall specify the characteristics of the housing, including housing type, tenure, affordability level, number of bedrooms, date and expiration of affordability controls, and whether occupancy is reserved for families, senior citizens, or other special populations.

- c. For the midpoint realistic opportunity review as of July 1, 2030, pursuant to N.J.S.A. 52:27D-313, the Borough or other interested party may file an action through the Program seeking a realistic opportunity review and shall provide for notice to the public, including a realistic opportunity review of any inclusionary development site as set forth in the adopted HEFSP that has not received preliminary site plan approval prior to the midpoint of the 10-year round. Any such filing shall be through eCourts or any similar system set forth by the Program with notice to any party that has appeared in this matter.

- 16. This Agreement may be executed in counterparts, all of which together shall constitute the same agreement, and any exhibits or schedules attached hereto shall be hereby made a part of this Agreement. This Agreement shall not be modified, amended or altered in any way except by a writing signed by each of the parties. Each party acknowledges that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each signatory is the proper person and possesses the authority to sign the Agreement, and that this Agreement was not drafted by any one of the parties, but was drafted, negotiated and reviewed by all parties, therefore, the presumption of resolving

ambiguities against the drafter shall not apply. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections. No member, official or employee of the municipality shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

On behalf of the Borough of Allendale:

Amy Millegre, Mayor

Date:

1/15/2026

On behalf of Fair Share Housing Center:

Date:

