BOROUGH OF ALLENDALE

MAYOR AND COUNCIL

REGULAR MEETING

AGENDA & MATERIALS

THURSDAY,

JANUARY 15, 2026

7:00 P.M.

AGENDA
BOROUGH OF ALLENDALE
MAYOR AND COUNCIL
COMBINED WORK AND REGULAR SESSION
JANUARY 15, 2026 AT 7:00 P.M.

MEETING LINK: JOIN LIVE
Meeting ID: 270 364 207 997 5
Passcode: Jj2rs6oN

A combined Work and Regular Session of the Mayor and Council of the Borough of Allendale will be held in-person on January 15, 2026 beginning at 7:00 pm in the Mayor & Council Chambers at the Allendale Municipal Building, 500 West Crescent Avenue, Allendale, New Jersey 07401.

CALL TO ORDER:

OPEN PUBLIC MEETINGS ACT ANNOUNCEMENT:

ROLL CALL:

SALUTE TO FLAG:

PRESENTATION:
1) Proclamation For The Renaming of Franklin Turnpike in Allendale, NJ.
2) Proclamation NJ Coalition Against Human Trafficking.

SWEARING IN OF FIRE DEPARTMENT OFFICERS: (Pending availability)

FIRE DEPARTMENT

Fire Chief:	Greg Andersen
Assistant Chief:	Chris Rago
1st Captain:	John Mycek, Jr.
2nd Captain:	Chris Peluso
1st Lieutenant:	Dana Mycek
2nd Lieutenant:	Open until May '26

APPROVAL OF MINUTES:
1. 2025 Sine Die of January 5, 2026 and
2. 2026 Re-Organization Meeting of January 5, 2026

AGENDA REVIEW:

PUBLIC COMMENT ON AGENDA ITEMS ONLY:

CONSENT AGENDA:

Matters listed below are considered routine and will be enacted by one motion of the Council and one roll call vote. There will be no separate discussion of these items unless a Council member requests an item be removed for consideration.

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.

RES 26-79:	RESOLUTION APPROVING THE 2026 DISPLAY OF RAMADAN CRESCENT LIGHTING IN THE BOROUGH OF ALLENDALE AT ORCHARD COMMONS PARK.
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.
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.
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.
RES 26-87:	RESOLUTION APPROVING THE SETTLEMENT TERM SHEET BETWEEN THE BOROUGH OF ALLENDALE AND AVALONBAY COMMUNITIES, INC.
RES 26-88:	APPROVAL OF JANUARY 15, 2026 LIST OF BILLS.

ADMINISTRATION:

A. Council Report
B. Staff Reports
C. Mayor's Report

UNFINISHED BUSINESS/NEW BUSINESS:

PUBLIC COMMENTS ON ANY MATTER:

Those wishing to speak will have a three (3) minute time limit to address the governing body. Large groups are asked to have a spokesperson represent them.

ADJOURNMENT:

This agenda was prepared as of 01/13/2026 with all available information as of this date. Additional items may be added to this agenda. Final action may be taken on all matters listed or added to this agenda.

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

DRAFT

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						
Lovisolo						
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

DRAFT

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

DRAFT

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						
Lovisolo						
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 Cervino, RMC
Municipal Clerk

DRAFT

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

DRAFT

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

DRAFT

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

DRAFT

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						
Lovisolo						
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

DRAFT

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

DRAFT

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

DRAFT

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 of 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

_____

By: _____
Printed: _____
Title: _____

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

DRAFT

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 not to exceed 3 hours

$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

DRAFT

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

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

DRAFT

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	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	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.

DRAFT

_____
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						
Lovisolo						
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

DRAFT

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

DRAFT

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 RFPTERM: 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 #ESCNJ 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	$.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 at200 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:
Full name	Full name
Title	Title
Signature	Signature
Date	Date

Foveonics
DOCUMENT SOLUTIONS

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						
Lovisolo						
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

DRAFT

OFFICE OF THE SUPERVISOR
TOWN OF RAMAPO
237 Route 59
Suffern, New York 10901
(845) 357-5100 Fax: (845) 357-3877

MICHAEL B. SPECHT
Supervisor

Town Board:
Brendel Charles
Michael Rossman
David Wanounou
Yehuda Weissmandl

January 12, 2026

Mayor Amy Wilczynski
Borough of Allendale
500 W Crescent Avenue
Allendale, New Jersey 07401

Re: License Agreement for Use of the Town of Ramapo Police Firing Range

Dear Mayor Wilczynski:

I am pleased to advise that, pursuant to Town Board Resolution No. 2026-52, the Town of Ramapo is authorized to enter into an agreement for use of the Town of Ramapo Police Firing Range for calendar year 2026.

Enclosed please find two duplicate original agreements. Kindly confirm your acceptance of this agreement by signing and returning both agreements together with an updated certificate of insurance naming the Town as an additional insured and indicating that the insurance is primary to the Town of Ramapo, to the Office of the Town Attorney, Attention: Alyssa M. Slater, Assistant Town Attorney. A fully executed agreement will be returned to you.

Very truly yours,

Kassidi Wallis

Kassidi Wallis
Paralegal Specialist I

AMS/kw
Encs.

cc: Chief Daniel Hyman

LICENSE AGREEMENT FOR USE OF THE RAMAPO POLICE RANGE FACILITY BY OUTSIDE AGENCIES

This Agreement made as of the 1st day of January 2026, between the TOWN OF RAMAPO, a Municipal Corporation with principal offices at the Ramapo Town Hall, 237 Route, Suffern, New York 10901 hereinafter referred to as "TOWN" and

BOROUGH OF ALLENDALE, a municipal corporation of the State of New Jersey, with offices at 290 Franklin Turnpike, Allendale, New Jersey 07401, hereinafter referred to as "LICENSEE".

WITNESSETH:

1. DESCRIPTION AND LOCATION

The TOWN hereby grants the LICENSEE, and LICENSEE hereby accepts from the TOWN, a license to use the Town of Ramapo Police Range Facility located at the end of Bailer Road in the Town of Ramapo. Said use shall include and be limited to training officers in firearms knowledge and proficiency.

2. TERM

The term of this License Agreement shall be for one year from January 1, 2026 through December 31, 2026 and may be renewed on a yearly basis upon the same terms and conditions provided the same is mutually acceptable to both parties.

(a) The parties understand and agree that this is a License Agreement and not a lease, and is, therefore, revocable by the TOWN at will when, in the judgment of the TOWN Board, it is deemed that such termination is necessary either by operation of law or for any other public purpose, and the TOWN reserves the right to cancel this license on written notice to the LICENSEE whenever it desires in good faith to do so.

(b) This License Agreement is specifically conditioned upon the representation by the LICENSEE that such LICENSEE, trainers and trainees shall be familiar with and comply with the Town of Ramapo Police Range Facility Policy (GO-105) and as said policy may from time to time be amended. A copy of GO-105 is attached hereto and made a part hereof.

3. CONSIDERATION

(a) The LICENSEE, in consideration for this license, shall agree to provide the TOWN with insurance, pursuant to Paragraph 5 of this License Agreement, naming the TOWN as an additional insured, and shall indemnify and hold the TOWN harmless by reason of any claim against all suits or liability regardless of origin or nature arising out of LICENSEE'S use of the Town of Ramapo Police Range Facility. With respect to the insurance for which the TOWN is designated as an additional insured, the certificate must also indicate that the insurance is primary to the TOWN.

(b) Although there is no fee charged for the use of the Ramapo Police Range Facility in 2026, the TOWN will be adding improvements to the facility in order to comply with Federal and State requirements. The TOWN anticipates charging a fee commencing in 2027.

4. COMPLIANCE WITH LAW

LICENSEE agrees to comply with all Federal, State and Local Laws and regulations and orders of the TOWN affecting the licensed premises in regard to all matters.

5. INSURANCE

The LICENSEE shall not use the Ramapo Police Range Facility under this license until it has obtained all insurance required under this paragraph and such insurance has been approved by the TOWN.

(a) Compensation Insurance - The LICENSEE shall take out and maintain during the life of this contract Workers' Compensation Insurance for its employees who use and/or are at the subject premises.

(b) General Liability and Property Damage Insurance - The LICENSEE shall take out and maintain during the life of this contract such general liability and property damage insurance as shall protect it from claims for damages for personal injury including accidental death and from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows:

General Liability Insurance in a General Aggregate amount not less than $5,000,000 and not less than $5,000,000 on account of any one occurrence.

(c) INTENTIONALLY OMITTED.

(d) Defense of Action or Suits - Neither the TOWN nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damages that may occur to the premises pursuant to the rights and obligations of the LICENSEE hereunder, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed upon the ground, during the LICENSEE'S use of the premises. Neither the TOWN nor any of its officers or agents shall be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the LICENSEE or otherwise, or for damages to any property, whether belonging to the employees and/or agents of the LICENSEE or otherwise, or for damages to any property, whether belonging to the contractor or others, occurring during or resulting from the LICENSEE'S use of the premises. The LICENSEE shall

properly guard against all injuries and damages. The LICENSEE shall indemnify and save harmless the TOWN, its officers and employees, and agents against all such injuries, damages and compensation arising or resulting from causes other than the TOWN'S negligence. The LICENSEE shall, throughout the term hereunder and any use of the premises, that may occur at any time after the termination of this agreement, maintain General Liability Insurance in the amounts hereinbefore stated for the protection of the LICENSEE and the TOWN, and shall furnish duplicates of the policies to the TOWN, stamped by the insurer "Premium Paid." These policies shall be written by an insurance company or companies approved by the TOWN.

(e) The LICENSEE shall furnish the TOWN with satisfactory proof of coverage of the insurance required.

Each policy and certificate shall have endorsed thereon:

"No cancellation of or change in the policy shall become effective until after 10 days' notice by Certified Mail to the TOWN Attorney, TOWN OF RAMAPO, TOWN Hall, 237 Route 59, Suffern, New York 10901."

(f) If, at any time, any of the said policies shall be or become unsatisfactory to the TOWN as the form or substance, or if a Company issuing any such polices shall become unsatisfactory to the TOWN, and notification is given to LICENSEE in writing of same, LICENSEE shall promptly obtain a new policy, submit the same to the TOWN for approval, and submit a certificate thereof as hereinabove provided, Upon failure of LICENSEE to furnish, deliver and maintain such insurance as above provided, this license may, if such policy or policies are not secured within fifteen (15) days after written notice is given LICENSEE, at the election of the TOWN, be forthwith declared suspended, discontinued or terminated and any and all payments made by LICENSEE on account of this license shall thereupon be retained by the TOWN as liquidated damages. Failure of LICENSEE to purchase and/or maintain any required insurance shall not relieve LICENSEE from any liability under the license, nor shall the insurance requirements be construed to conflict with the obligations of LICENSEE concerning indemnification. All required insurance must remain in effect during the life of the license and any use of the premises after the expiration of the license. This paragraph shall survive the expiration of the term herein.

(g) The total amount of insurance coverage set forth in paragraph 25(a) herein may be increased by the TOWN during the term of this License or any extension term hereof if reasonably deemed in the best interest of the TOWN.

6. HOLD HARMLESS

The LICENSEE, in addition to any public liability insurance obtained under this Contract, agrees to save, indemnify and hold harmless the TOWN and all of its agents,

officers, servants and employees, including any consultant of the TOWN, by reason of any claim against all suits or liability regardless of origin or nature arising out of the use of the facility by the LICENSEE, including all laborers, employees, agents, servants, and officers of the LICENSEE, whether by violation or statute, law, ordinance, regulation, order or decree or common law liability and whether or not a negligent act or omission is claimed and the LICENSEE agrees to pay the TOWN for defending such suit, all costs, expenses and reasonable attorney's fees incurred therein, or at the option of the TOWN, shall, at the LICENSEE'S own expense, defend any and all such actions.

7. LIABILITY TO THE TOWN

The TOWN shall not be liable for any damage to persons or properties at the Town of Ramapo Police Range Facility. The LICENSEE agrees that all personal property upon the demised premises shall be at the risk of the LICENSEE and that the TOWN shall not be liable for any damage thereto or loss or theft thereof.

8. MISCELLANEOUS PROVISIONS

(a) LICENSEE agrees to abide by all reasonable rules and regulations that the TOWN may, from time to time, make or adopt.

(b) The failure of the TOWN to insist upon the strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the LICENSEE may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, or covenants herein contained.

(c) If any term, covenant or condition of this license, or the application thereof to any person or circumstance shall to any extent be invalid or enforceable, the remainder of this license shall not be affected thereby and each remaining term, covenant and condition of this license shall be valid and remain in full force and effect.

9. MODIFICATION

This instrument contains all of the agreement and conditions made between the parties and may not be modified orally or in any other manner other than by an agreement in writing signed by all of the parties or their respective successors in interest.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their corporate officers and have caused their corporate seals to be affixed hereto.

DATE: _____

BOROUGH OF ALLENDALE

By: _____

_____
Print Name & Title

TOWN OF RAMAPO

By: _____
MICHAEL B. SPECHT
SUPERVISOR

State of _____)
) SS:
County of _____)

On the_____day of_____in the year 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

State of New York)
) SS:
County of Rockland)

On the _____ day of _____ in the year 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael B. Specht, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Town of Ramapo Police Department
GENERAL ORDER

General Order No. 105
Subject: Police Range Facility Policy
Cross Reference: GO 111
Accreditation Ref:
Distribution: All Members
Issuing Authority: Chief Peter Brower

Issuance Date: May 26, 2005

Effective Date: June 1, 2005

Rescinded Date:

Reevaluation						Amended					

105.1 Purpose

It is the purpose of this order to provide guidelines for the use of the Town of Ramapo Police Range Facility.

105.2 Policy

The Town of Ramapo Police Department maintains a facility used for the purpose of training officers in firearms knowledge and proficiency. It is the policy of the Department that there shall be formal control over the use of the Police Range Facility.

105.3 Definitions

A. ***Police Range Facility:*** The area located at the end of Bailer Road in the Town of Ramapo known as the "Range" and used for firearms training.

B. ***Licensee:*** Any Department or Agency who has a valid Contract and Agreement executed and filed with the Town of Ramapo to use the Ramapo Police Range Facility.

C. ***Range Manager:*** That person designated by the Chief of Police responsible for overseeing all aspects of the Ramapo Police Range Facility.

D. ***Firearms Instructor:*** Any police officer who has completed a Federal Bureau of Investigation or New York State Firearms Instructor's Course, holds a valid certificate of completion, and has been assigned this duty by the Chief of Police.

E. ***Senior Firearms Instructor:*** The Firearms Instructor charged with overseeing the Ramapo Police Range Facility in the absence of the Range Manager.

F. ***Range Officer:*** Any police officer designated by the Range Manager to assist and work under the direction of a Firearms Instructor.

105.4 Procedures

A. The Town of Ramapo Police Department may utilize the Ramapo Police Range Facility for any training or activity deemed safe and suitable.

1. The Range Manager shall be consulted prior to authorization of range use so as not to cause safety issues or conflicts with scheduled training.

(a) In the absence of the Range Manager, a Firearms Instructor shall be consulted with.

2. When firearms instruction is being conducted, there should be at least one Firearms Instructor or Range Officer present for every three trainees.

(a) This ratio may be altered by the Range Manager or Senior Firearms Instructor after carefully considering the experience level of trainers and trainees, and any other conditions which may affect the safe operation of the Ramapo Police Range.

B. Designated parking shall be on the stone covered area within the gates of the Ramapo Police Range Facility. Vehicles are to be parked in plain view so that anyone entering the Police Range Facility can clearly see the vehicles and know that the Range is in use.

C. Upon arrival, that person in command of the Range, shall assure that the Police Range is checked for safety hazards, damage, or any required maintenance to the Range or Equipment. If necessary, it shall be reported to the Range Manager or Senior Firearms Instructor. Officers are to use care in and around the Range Facility and Storage Trailer to avoid contact with animals which may find their way inside, including rattlesnakes.

D. When the Range is active, the sign at the entrance gate shall be flipped to indicate that the Police Range is in use. It shall be flipped back upon completion.

E. Rubbish shall be placed in proper receptacles.

F. <u>Additional procedures for Off-Duty Police Range Facility use</u>.

1. After obtaining permission from the Range Manager, individual officers may use the Ramapo Police Range for practice, at their own risk, and will not be considered on duty.

2. When more than one officer is using the Ramapo Police Range, a Firearms Instructor or Range Officer should be present. The Range Manager will make a determination based upon the individual officer's knowledge and experience.

3. The Range Manager may authorize an officer to be accompanied by a non-department member for safety purposes on an individual basis.

4. Prior to entering the Police Range and upon completion of its use, Desk Sergeant or on duty squad supervisor shall be notified.

   a. If the range is already in use, the supervisor shall advise the officer of its active condition for safety purposes.

   b. The supervisor shall assure that the Shift OIC is notified.

5. Officers utilizing the Police Range shall have a means of communicating with ECC Personnel such as a portable police radio or a working cellular telephone. The cellular phone number shall be provided to the ECC.

G. Safety.

1. Prior to any Firearms Training Session, a Safety Lecture shall be given, including but not limited to the following points:

   a. All firearms are to be always considered loaded;
   b. Firearms are to be holstered and secured at all times unless actively involved in a course of fire and have been given a command to un-holster and/or fire by a Firearms Instructor or Range Officer;
   c. Unless in use during training, all rifles and shotguns will be kept with the action open and the safety on;
   d. Firearms will never be pointed at or in the direction of a person;
   e. Firearms will never be pointed at anything you are not willing to damage or destroy;
   f. Finger is to remain off the trigger until a decision has been made to shoot;
   g. Shooters are to be aware of any hazards in the shooting environment and beyond prior to initiating any shots;
   h. While on the line and involved in a training exercise, talking should be kept to a minimum so as not to interfere with range operations;
   i. Anyone who sees, or simply believes that a safety hazard exists, shall immediately yell the word, "ABORT" loud enough for everyone to hear;
   j. Upon hearing an "ABORT", everyone on the range shall immediately cease all shooting activity, safely holster and secure any handguns in their possession, and remain in their present position if not in danger. If rifles or shotguns are in use, the safety shall be applied, and the muzzle positioned vertically, above the head of the tallest person present at the range. They will then await further instructions from a Firearms Instructor or Range Officer;
   k. Shooters shall not move from their line positions until instructed to do so by a Firearms Instructor or Range Officer;

l. Shooters are not to bend over to pick up anything while on the line, including weapon magazines, until the line has been declared safe by a Firearms Instructor or Range Officer;

m. Whenever shooting is taking place, all personnel on the range must wear ear protection, safety glasses, and a baseball style cap with a brim that covers the top of their safety glasses.

2. Distance Shooting

a. Shooting at distances of greater than 75 yards shall only be conducted on Range #1 (also known as the "Main Range" consisting of the turning-target system).

b. The Police Range Facility gate shall be closed and locked to exclude all unauthorized personnel from the Range Facility.

c. One officer shall be posted as an observer to announce a cease fire or abort if anyone should enter the Range Facility.

d. Extended shooting points shall remain within the width of Range #1. No shooting points shall originate to the left of target point #1, or to the right of target point #25. The purpose of this is to prohibit firing at angles across the range from a position that may not be clearly visible or expected.

H. Qualification with Off Duty Firearms.

1. Non-probationary Active members of the Ramapo Police Department may be certified to carry off duty firearms other than their service weapon by successfully completing a qualification course approved by the Range Manager.

2. Off duty weapon qualification courses shall be for firearms of .32 caliber or greater, and officers shall provide the Range Manager or Senior Firearms Instructor with the make, model, serial number, and caliber of the firearm used during the qualification course.

3. Retired members shall be permitted to complete a qualification course for off-duty weapons and upon successful completion, will be provided with a letter from the Range Manager or Senior Firearms Instructor indicating the date that they successfully completed the qualification course. The letter shall include make, model, serial number, and caliber of the firearm used for the qualification course. Their decision to possess a firearm shall be guided by any applicable laws or statutes. Records shall be maintained by the Range Manager.

105.5 Lines of Authority

When firearms are in use or to be used at the Ramapo Police Range Facility, the following personnel are in command of the Range:

A. The Range Manager, followed by;

B. the Senior Firearms Instructor, followed by;

C. the highest ranking Firearms Instructor, followed by;

D. the highest ranking officer present, followed by;

E. the highest ranking Range Officer, followed by;

F. the most senior officer.

105.6 Use of Ramapo Police Range by Outside Agencies

A. Any outside agency wishing to utilize the Ramapo Police Range Facility, shall request such use in writing to the Chief of Police, and if approved, will be referred to the Ramapo Town Attorney's Office for contract.

B. Licensees in contract with the Town of Ramapo may use the Ramapo Police Range Facility for Departmental Firearms Training **ONLY**.

C. The contract is designed to accommodate the Licensee when no other Range Facility is available for their training. If another location is available to the Licensee, then the Ramapo Police Range Facility shall not be used. Other training, not directly related to firearms, shall be conducted off premises.

D. Training must be performed under the direct supervision of a Firearms Instructor.

1. Officers may remain at the Ramapo Police Range during a meal period provided that a Firearms Instructor is actually present at the facility.

E. Only officers actually involved in the training activity and their supervisors, may be present at the Ramapo Police Range Facility.

F. Under no circumstances shall anyone not covered under the Licensee's Agreement and/or Contract be present at the Range Facility.

G. Licensees, Trainers, and Trainees shall be familiar with and comply with all provisions of this policy. Failure to comply with this policy will result in the immediate withdrawal of the Agreement and Contract.

1. If for any reason any part of this policy is in question or violation, the Licensee is subject to the direction of the Ramapo Police Officer in Charge (OIC), Range Manager, or Senior Firearms Instructor.

H. Licensee's or their agent(s) shall provide a copy of the signed contract and schedule all training with the Ramapo Police Range Manager prior to the commencement of any training.

1. The Range Manager should ensure that the Licensee's request does not conflict with any other Range Facility use.

2. The Range Manager shall assure that the working squad OIC is notified of the date, time, and length of training scheduled.

I. Licensee shall designate **one** Firearms Instructor as being their Officer in Charge prior to any training.

1. Licensee's OIC shall be responsible to assure compliance with this policy.

2. Licensee's OIC shall notify the Ramapo Police Desk Sergeant on arrival and departure from the Range Facility.

J. Under No Circumstances shall any agency conduct any activity at the Ramapo Police Range Facility until the Agreement has been executed and filed with the Town of Ramapo Attorney's Office.

K. Licensee is not authorized to create or possess copies of the Ramapo Police Range Facility access keys without authorization from the Chief of Police or his/her designee.

1. The Range Manager shall maintain records of agencies and individuals authorized to possess access keys to the Police Range Facility and has the authority to revoke those privileges at any time.

L. Before Rifles are fired, Licensee shall assure that the "C-Shaped" target supports on the Action Target System are removed from the affected target positions. This is to avoid damage to the "C-arm" which is not designed to withstand rifle fire.

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

DRAFT

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.

DRAFT

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

Vendor Name	Vendor Address	State Bid#	Description
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

DRAFT

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

DRAFT

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.

DRAFT

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 (hereafter 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: BOROUGH OF ALLENDALE

_____ By: _____

Borough Clerk Mayor

ATTEST: BOROUGH OF SADDLE RIVER

_____ By: _____

Borough Clerk 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						
Lovisolo						
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

DRAFT

Inglesino Taylor®
Attorneys at Law

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

EQUITY PARTNERS
John P. Inglesino*
John P. Wyciskala*
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.

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

Dated: 12/31/2025

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

On behalf of the Borough of Allendale

Amy E. Wilczynski

Dated: 12/31/2025

AMY WILCZYNSKI, MAYOR
BOROUGH OF ALLENDALE

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						
Lovisolo						
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

DRAFT

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

Alison Altano
Chief Financial Officer