

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

DATE: 11/17/2022

RESOLUTION# 22-240

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒


**AUTHORIZATION TO REFUND 2022 WATER OVERPAYMENT –  
ACCOUNT NO. 31135734612505**

**BE IT RESOLVED** by the Council of the Borough of Allendale that the Water Collector is hereby authorized to issue the following refund check for overpayment on the account listed below and charge same to Water Rents/Overpayments for 2022:

Account Number	Name	Amount
31135734612505	Mahdi Soudkhah 40 Pine Road Allendale, NJ 07401	\$706.44

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on November 17, 2022.

  
Linda Louise Cervino, RMC

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O'Connell		✓	✓			
O'Toole	✓		✓			
Sasso			✓			
Wilczynski			✓			
Mayor Bernstein	---	---				

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**APPROVAL OF SHAH, CHIRAG V.  
BOROUGH OF ALLENDALE TAX APPEAL SETTLEMENT**

**WHEREAS**, the taxpayer, Chirag Shah, appealed the assessment levied on Block 1202, Lot 8 for the tax year 2022; and

**WHEREAS**, the subject property is located at 234 Mac Intyre Lane; and

**WHEREAS**, the Plaintiff was represented by an Attorney in this matter; and

**WHEREAS**, the Borough Tax Assessor and Borough Tax Expert have approved and recommend that the appeal be settled as follows: the 2022 Assessed Value will be reduced from \$2,389,700 to \$2,289,700; and

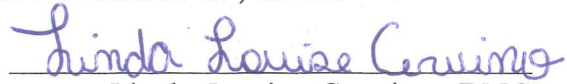
**WHEREAS**, there are sufficient funds available in the reserve for tax appeals account to satisfy the 2021 tax refund, if any; and

**WHEREAS**, the assessor is of the opinion that the valuation of the subject property is consistent with true value of the property.

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

The proposed settlement for the tax appeals encaptioned Shah, Chirag v. Borough of Allendale as hereinbefore set forth is approved and the Borough Tax Attorney or a member of his firm is authorized to execute all documents necessary to effectuate its terms.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on November 17, 2022.

  
Linda Louise Cervino, RMC

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Lovisollo			✓			
O'Connell		✓	✓			
O'Toole	✓		✓			
Sasso			✓			
Wilczynski			✓			
Mayor Bernstein	---	---				

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**RESOLUTION MODIFYING 2022 UPSEU SALARY RESOLUTION**

**WHEREAS**, the Borough of Allendale (the "Borough") has heretofore adopted its 2022 Salary Resolution #22-58, dated January 3, 2022; and

**WHEREAS**, the Borough wishes to modify the same so as to reflect that the hourly rate of Charlotte Zinn, Technical Assistant to the Building Department, shall be \$28.71 retroactive January 1, 2022; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale that the hourly rate of the Technical Assistant to the Building Department shall be \$28.71 retroactive January 1, 2022; and

**BE IT FURTHER RESOLVED THAT** that the Mayor, Borough Clerk, Borough Attorney, and Chief Financial Officer are authorized to take all appropriate steps so as to implement this resolution.

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on November 17, 2022.

  
Linda Louise Cervino, RMC  
Municipal Clerk

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Homan			✓			
Lovisolo			✓			
O'Connell		✓	✓			
O'Toole	✓		✓			
Sasso			✓			
Wilczynski			✓			
Mayor Bernstein	---	---				

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**AUTHORIZATION TO ENTER INTO A GRANT AGREEMENT -  
HANDICAP ACCESSIBLE BATHROOM AT THE FIREHOUSE  
CONTRACT NO. CS-ALL-FHBR-22**

**BE IT RESOLVED**, that the Mayor and Council of the Borough of Allendale wishes to enter into a grant agreement with the County of Bergen for the purpose of using \$ \$75,000.00 in 2022 Community Development Block Grant funds for Handicap Accessible Bathroom at the Firehouse, 1 Erie Plaza, Allendale, New Jersey 07401.

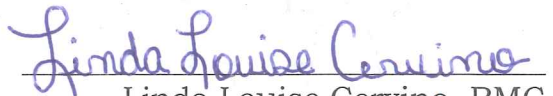
**BE IT FURTHER RESOLVED**, that the Mayor and Council hereby authorizes Ron Kistner to be a signatory for the aforesaid grant agreement; and

**BE IT FURTHER RESOLVED**, that the Mayor and Council hereby authorizes Ron Kistner to sign all County vouchers submitted in connection with the aforesaid project; and

**BE IT FURTHER RESOLVED**, that the Mayor and Council recognizes that the Borough of Allendale is liable for any funds not spent in accordance with the Grant Agreement; and that liability of the Mayor and Council is in accordance with HUD requirements.

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on November 17, 2022.

  
Linda Louise Cervino, RMC  
Municipal Clerk



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O'Toole	✓		✓			
Sasso			✓			
Wilczynski			✓			
Mayor Bernstein	---	---				

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**AUTHORIZATION TO ADVERTISE BID SPECIFICATIONS FOR  
2023 SNOW PLOWING AND SALTING OF ALL MUNICIPAL AND SPECIFIED  
PRIVATE ROADS, PUBLIC AREAS IN THE BOROUGH OF ALLENDALE, AND  
ALL COUNTY ROADS WITHIN THE BOROUGH**

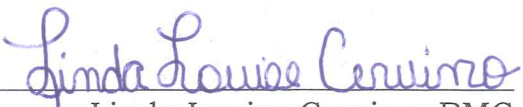
**BE IT RESOLVED** the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey does hereby authorize the Borough Clerk to advertise and thereby solicit and accept sealed bids in accordance with State law for the 2023 Snow Plowing & Removal Services of Borough Facilities; and

**BE IT RESOLVED** the Borough of Allendale will be supplying the salt; and

**BE IT FURTHER RESOLVED** that the final bid specifications be subject to form approval by the Borough Attorney.

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on November 17, 2022.

  
Linda Louise Cervino, RMC  
Municipal Clerk

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O'Connell		✓	✓			
O'Toole	✓		✓			
Sasso			✓			
Wilczynski			✓			
Mayor Bernstein	- - -	- - -				

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF  
ALLENDALE, BERGEN COUNTY, APPOINTING AN ADMINISTRATIVE  
AGENT FOR THE ADMINISTRATION OF THE BOROUGH'S AFFORDABLE  
HOUSING UNITS AT 220 WEST CRESCENT AVENUE AND AUTHORIZING  
ENTERING INTO A CONTRACT WITH AN ADMINISTRATIVE AGENT  
FOR THE ADMINISTRATION OF AFFORDABLE UNITS**

**WHEREAS**, in an order dated January 10, 2018 the Superior Court approved the Settlement Agreement ("Agreement") between the Borough of Allendale ("Borough") and Fair Share Housing Center ("FSHC"), which included the Borough's preliminary compliance measures; and

**WHEREAS**, on June 20, 2018 the Joint Land Use Board of the Borough of Allendale ("Joint Land Use Board") adopted the Borough's 2018 Third Round Housing Element and Fair Share Plan ("Plan"); and

**WHEREAS**, the Borough Council endorsed the Plan on June 28, 2018 at a properly-noticed public meeting; and

**WHEREAS**, under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*, hereinafter the "Act") the Borough is implementing a program to provide affordable housing units to very-low, low- and moderate-income households desiring to live within the Borough; and

**WHEREAS**, at Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, the State has promulgated affordability controls in regulations designed to implement the Act, by assuring that low- and moderate-income units that are created under the Act are occupied by low- and moderate-income households for an appropriate period of time (the "Rules"); and

**WHEREAS**, Section 5:80-26.14 of the Rules provides that affordability controls shall be administered by an administrative agent acting on behalf of a municipality; and

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**WHEREAS**, the UHAC requirement at N.J.A.C. 5:80-26.3(d) requiring 10% of all low- and moderate-income units to be set-aside for households earning less than 35% of regional median income is superseded by the statutory requirement at N.J.S.A. 52:27D-329.1, and as reflected in paragraphs 9 and 12 of the Settlement Agreement executed on September 15, 2017 between the Borough and FSHC, which requires the Borough to set aside at least 13% of its affordable units for very-low income households earning less than 30% of regional median income; and

**WHEREAS**, the Borough had previously, by Resolution #18-236 dated October 11, 2018, selected Madeline Corporation to be the administrative agent for the purposes of providing affordability control services for four (4) affordable age-restricted rental units at 220 West Crescent Avenue and any affordable units created through inclusionary development requirements established in the Borough Code; and

**WHEREAS**, the Borough, by Resolution #18-237 dated October 11, 2018 had authorized the Borough to enter into a contract with Madeline Corporation for the purpose of administering and enforcing the affordability and Affirmative Marketing Plan of the Borough, including the affordable units at 220 West Crescent Avenue; and

**WHEREAS**, pursuant to Resolution #18-237, the Borough entered into a "Contract For The Administration of Affordable Housing" (the "Madeline Contract") dated October 11, 2018 authorizing, among things, Madeline Corporation to act as the administrative agent on behalf of the Borough for the purposes providing affordability control services for the affordable units at 220 West Crescent Avenue; and

**WHEREAS**, subsequent to the adoption of Resolution #18-236, the Borough has determined to establish six (6) affordable, non-age restricted affordable housing rental units at 220 West Crescent Avenue (the "220 West Crescent Units") rather than four age-restricted affordable units referenced in said resolution; and

**WHEREAS**, the Borough has determined to terminate the Madeline Contract as to the 220 West Crescent Units only, and utilize Allendale Housing, Inc. (hereinafter referred to as "Administrative Agent"), in the place and stead of Madeline Corporation, to be the administrative agent for purposes of providing affordability control services for the 220 West Crescent Avenue Units; and

**WHEREAS**, the Borough, prior to any contract with AHI for the administration of the 220 West Crescent Units becoming effective, is to provide Madeline Corporation with prior written notice of the Borough's termination of the Madeline Contract; and

**WHEREAS**, by this resolution the Borough is not seeking, and is not directing, that Madeline Corporation's designation in Resolutions #18-236 and #18-237 as the administrative agent for any affordable housing units with the Borough of Allendale that are within the scope of the Madeline Contract, other than the 220 West Crescent Units, be rescinded, nullified or altered; and

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**WHEREAS**, the Mayor and Council of the Borough of Allendale wish to enter into a three (3) way contract with Allendale Housing, Inc. and Hampshire Venture Partners, LLC, the contract purchaser of 220 West Crescent Avenue, or its designated affiliate (“Hampshire”) for the purpose of administering and enforcing the affordability controls and the Affirmative Marketing Plan of the Borough of Allendale, in accordance with the regulations of the Council on Affordable Housing pursuant to N.J.A.C. 5:93 et seq., the New Jersey Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 et seq., and the Borough’s responsibilities as established by the Settlement Agreement executed on September 15, 2017; and

**WHEREAS**, the Administrative Agent shall, with respect to the 220 West Crescent Units, perform the duties and responsibilities of an administrative agent as are set forth in the Rules, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which includes:

(1) Affirmative Marketing

- (a) Conducting an outreach process to insure affirmative marketing of the 220 West Crescent Units in accordance with the Affirmative Marketing Plan of Allendale Borough and the provisions of N.J.A.C. 5:80-26.15;
- (b) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by COAH, the Court, or another appropriate jurisdiction; and
- (c) Providing counseling or contracting to provide counseling services to very low and moderate income applicants on subjects such as budgeting, credit issues, rental lease requirements, and landlord/tenant law.
- (d) As required by the September 15, 2017 Settlement Agreement between the Borough and Fair Share Housing Center, and as further provided in the Affirmative Marketing Plan approved by the Mayor and Council on October 11, 2018, the Administrative Agent shall reach out to Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Bergen County Branch of the NAACP, the Bergen County Urban League, the Bergen County Housing Coalition, and the Bergen County United Way as part of its affirmative marketing strategy.

(2) Household Certification

- (a) Soliciting, scheduling, conducting and following up on interviews with interested households;
- (b) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a very low- or moderate-income unit;
- (c) Providing written notification to each applicant as to the determination of eligibility or non-eligibility;



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- (d) Requiring that all certified applicants for restricted units execute a certificate substantially in the form of rental certificates set forth in Appendix K of N.J.A.C. 5:80-26.1 et. seq.;
  - (e) Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the 220 West Crescent Avenue Units are located; and
  - (f) Employing a random selection process as provided in the Affirmative Marketing Plan of Allendale Borough when referring households for certification to the 220 West Crescent Avenue Units.
- (3) Affordability Controls
  - (a) Furnishing to attorneys or closing-agents a form of deed restriction and mortgage for recording at the time of conveyance of title of the restricted units;
  - (b) Creating and maintaining a file on the restricted units for their control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
  - (c) Ensuring that the removal of the deed restriction and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of deeds or county clerk's office after the termination of the affordability controls for the 220 West Crescent Avenue Units;
  - (d) Communicating with lenders regarding foreclosures; and
  - (e) Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.
- (4) Rental
  - (a) Instituting and maintaining an effective means of communicating information between the owner of the 220 West Crescent Avenue Units and the Administrative Agent regarding the availability of the 220 West Crescent Avenue Units for rental; and
  - (b) Instituting and maintaining an effective means of communicating information to very low- and moderate-income households regarding the availability of the 220 West Crescent Avenue Units for re-rental.

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- (5) Enforcement
- (a) Securing from all developers and sponsors of the 220 West Crescent Avenue Units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no such unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
  - (b) The posting annually in all such rental properties, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;
  - (c) Sending annual mailings to the owner of the 220 West Crescent Avenue Units reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
  - (d) Establishing a program for diverting unlawful rent payments to the Borough's affordable housing trust fund or other appropriate municipal fund approved by the Court;
  - (f) Creating and publishing a written operating manual, as approved by the Courts, setting forth procedures for administering such affordability controls; and
  - (g) Providing annual reports to the Court and Fair Share Housing Center, and posting the annual report on the Borough's website by September 15th of every year.
- (6) Records received, retained, retrieved, or transmitted under the terms of the contract referenced herein may constitute public records of Allendale Borough as defined by N.J.S.A. 47:3-16, and are legal property of Allendale Borough. The Administrative Agent named in this contract must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.
- (7) The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

**NOW THEREFORE BE IT RESOLVED**, by the Borough Council of the Borough of Allendale in the County of Bergen, and the State of New Jersey that Allendale Housing, Inc. is hereby appointed by the Borough Council of the Borough of Allendale as the Administrative Agent, in the place and stead of Madeline Corporation, for the administration of the Borough's affordable housing program with respect to the 220 West Crescent Avenue Units; and

**BE IT FURTHER RESOLVED**, that the Municipal Clerk is hereby authorized and directed to provide Madeline Corporation with thirty (30) days prior written notice that the Borough is terminating the Madeline Contract as to the 220 West Crescent Avenue Units.

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**BE IT FURTHER RESOLVED**, that nothing in this resolution shall rescind, alter or nullify the appointment of Madeline Corporation, in Resolutions #18-236 and #18-237, as the administrative agent for any of the affordable housing units within the Borough of Allendale, other than the 220 West Crescent Units as provided herein; and

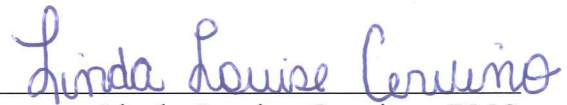
**BE IT FURTHER RESOLVED**, that the Mayor and Borough Clerk are hereby authorized to sign a contract with Allendale Housing Inc. and Hampshire as provided hereinabove; and

**BE IT FURTHER RESOLVED**, that the Borough of Allendale hereby designates the Municipal Housing Liaison as the liaison to Allendale Housing, Inc.; and

**BE IT FURTHER RESOLVED**, the contract to be signed is hereby attached, subject to any non-substantive modifications recommended by the Borough Attorney.

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on November 17, 2022.



Linda Louise Cervino, RMC  
Municipal Clerk

Exhibit N

Administrative Agent Management Agreement

CONTRACT FOR THE ADMINISTRATION OF AFFORDABLE HOUSING UNITS AT 220 W. CRESCENT AVENUE IN THE BOROUGH OF ALLENDALE, BERGEN COUNTY, NEW JERSEY

THIS CONTRACT ("Contract"), entered into as of this the \_\_\_\_ day of \_\_\_\_\_, 2022,

AMONG        The Borough of Allendale, a municipality and instrumentality of the State of New Jersey, having offices at 500 West Crescent Avenue, Allendale Borough, NJ, 07401 hereinafter called the "Borough";

                 Allendale Housing, Inc., having offices at \_\_\_\_\_, \_\_\_\_\_ hereinafter called the "Administrative Agent"; and

                 Hampshire Allendale MF Urban Renewal, LLC having an address at 21 South Street, Morristown, NJ 07960 hereinafter called "Hampshire".

WITNESSETH

WHEREAS, under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*, hereinafter the "Act"), the Borough is implementing a program to provide affordable housing units to very-low, low- and moderate-income households desiring to live within the Borough; and

WHEREAS, at Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code ("Uniform Housing Affordability Controls", or "UHAC"), the State of New Jersey (the "State") has promulgated affordability controls in regulations designed to implement the Act, by assuring that low- and moderate-income units that are created under the Act are occupied by low- and moderate-income households for an appropriate period of time (the "Rules"); and

WHEREAS, the UHAC requirement at N.J.A.C. 5:80-26.3(d) requiring 10% of all low- and moderate-income units to be set-aside for households earning less than 35% of regional median income is superseded by the statutory requirement at N.J.S.A. 52:27D-329.1, and as reflected in paragraphs 9 and 12 of the September 15, 2017 Settlement Agreement between the Borough and Fair Share Housing Center ("FSHC"), which requires the Borough to set aside at least 13% of its affordable units for very-low income households earning less than 30% of regional median income (the "Settlement Agreement"); and

WHEREAS, Section 5:80-26.14 of the Rules provides that affordability controls may be administered by an administrative agent acting on behalf of a municipality; and

WHEREAS, the Administrative Agent or its designee approved by the Borough, shall provide affordable housing administrative agent services to the Borough; and

WHEREAS, the Borough has selected Allendale Housing, Inc. to be the Administrative Agent for the purposes of providing affordability control services for affordable units in the proposed development located at 220 West Crescent Avenue, Allendale, New Jersey and described in Schedule A attached hereto (the "Premises"); and



WHEREAS, Hampshire has, on the date of this Contract, acquired from the Borough fee simple title to the Premises, on which it will include the development, in part, of affordable housing units, which will serve to satisfy, in part, the Borough's affordable housing obligations under the Settlement Agreement; and

WHEREAS, the Borough is party to this Contract so as to enable it to enforce, consistent with its lawful obligations, the obligations of Hampshire and the Administrative Agent set forth herein and by law.

NOW THEREFORE, the Borough, Hampshire and the Administrative Agent hereby agree to the following terms and conditions:

Section 1. Term

This Contract shall become effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022, and shall have a term of one (1) year, terminating at the close of business on the \_\_\_\_ day of \_\_\_\_\_, 2023, subject to the termination and renewal provisions set forth in *Section 4*, below.

Section 2. Applicability and Supersession

This Contract shall define and govern all terms between the parties with respect to affordability controls for affordable housing units provided under the Act, and shall supersede all prior contracts, agreements, or documents related thereto.

Section 3. Agency and Enforcement Delegation

The Borough, Hampshire and the Administrative Agent acknowledge that under the Rules, the Administrative Agent is acting hereunder primarily as an agent of the Borough. Anything herein to the contrary notwithstanding, however, the Borough hereby delegates to the Administrative Agent, and the Administrative Agent hereby accepts, primary responsibility for enforcing substantive provisions of the Act and the Rules. The Borough, however, shall retain the ultimate responsibility for ensuring effective compliance with the Rules and the Administrative Agent will come under the supervision of the Municipal Housing Liaison.

Allendale Housing, Inc. may designate another person/entity to act as the Administrative Agent hereunder, provided that thirty (30) days' prior written notice of such intention is provided to Hampshire and Hampshire is provided with an opportunity to comment and then such person/entity so designated is first approved in writing by the Borough in its sole discretion, and provided such person/entity so designated first agrees in writing to be bound by the terms and provisions of this Contract.

Section 4. Termination and Renewal

- (1) The Contract may be terminated at the discretion of the Borough with thirty (30) days' written notice to Hampshire and the Administrative Agent without cause and by the Administrative Agent with ninety (90) days' written notice to Hampshire and the Borough without cause, to the addresses and in the form as set forth in *Section 10*, below, provided however, that no such termination by the Administrative Agent may take effect unless and until an alternate Administrative Agent has been selected by the Borough and approved by all required governmental authorities.

- (2) Unless terminated, this Contract shall automatically be renewed for unlimited successive terms of one (1) year each through the period of the affordability controls as set forth in the deed restriction in the form attached hereto as Schedule B (the "Deed Restriction"), which Deed Restriction shall be executed by the Borough and Hampshire simultaneous with their execution of this Contract and is to be filed on the Premises per N.J.A.C. 5:80-26.11

#### Section 5. Assignment of Affordable Housing Units

For the term hereof, and without exception, this Contract shall govern the provision of affordability control services for the following affordable housing units located within the Borough and programs that fall under the jurisdiction of the Act:

Six (6) affordable housing units to be located at the Premises consisting of:

7. Apt #\_\_\_ - Family affordable very-low income two-bedroom unit
8. Apt #\_\_\_ - Family affordable very-low income two-bedroom unit
9. Apt #\_\_\_ - Family affordable very-low income one-bedroom unit
10. Apt #\_\_\_ - Family affordable moderate-income two-bedroom unit
11. Apt #\_\_\_ - Family affordable moderate-income two-bedroom unit
12. Apt #\_\_\_ - Family affordable moderate-income two-bedroom unit

#### Section 6. Responsibilities of the Administrative Agent

The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in the Rules, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:

##### (1) Affirmative Marketing

- (a) Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of Allendale Borough (the "Affirmative Marketing Plan") and the provisions of N.J.A.C. 5:80-26.15;
- (b) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by COAH, the Courts or another appropriate jurisdiction;
- (c) Providing counseling or contracting to provide counseling services to very-low, low and moderate income applicants on subjects such as budgeting, credit issues, rental lease requirements, and landlord/tenant law; and
- (d) As required by the Settlement Agreement, and as further provided in the Affirmative Marketing Plan adopted by the Joint Land Use Board on June 20, 2018, the Administrative Agent shall also provide notice of all available affordable housing units to Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Bergen County Branch of the NAACP, the Bergen County Urban League, the Bergen County Housing Coalition, and the Bergen County United Way as part of its affirmative marketing strategy.

##### (2) Household Certification

- (a) Soliciting, scheduling, conducting and following up on interviews with interested households;
  - (b) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a very-low, low- or moderate-income unit;
  - (c) Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
  - (d) Requiring that all certified applicants for restricted units execute a certificate substantially in the form of rental certificates set forth in Appendix K of N.J.A.C. 5:80-26.1 et seq.;
  - (e) Creating and maintaining a combined referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
  - (f) Employing a random selection process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.
- (3) Affordability Controls
- (a) Intentionally omitted.
  - (b) Creating and maintaining a file on each affordable restricted unit for its control period, including the recorded deed with restrictions, UHAC form of certificate for applicants certified to rental units, as appropriate;
  - (c) Ensuring that the removal of the deed restriction is effectuated and properly filed with the appropriate county's register of deeds or county clerk's office if the Borough chooses to terminate the affordability controls for any or all of the restricted units;
  - (d) Communicating with lenders regarding foreclosures; and
  - (d) Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.
- (4) Rental
- (a) Instituting and maintaining an effective means of communicating information among the Borough, Hampshire and the Administrative Agent regarding the availability of affordable restricted units for rental; and
  - (b) Instituting and maintaining an effective means of communicating information to very-low and moderate-income households regarding the availability of affordable restricted units for re-rental.
- (6) Enforcement

- (a) Securing from all developers and sponsors of affordable restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
- (b) The posting annually in all rental properties of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;
- (c) Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
- (d) Establishing a program for diverting unlawful rent payments to the Borough's affordable housing trust fund or other appropriate municipal fund approved by the Court;
- (e) Creating and publishing a written operating manual, as approved by the Courts, setting forth procedures for administering such affordability controls; and
- (f) Providing annual reports to the Borough, the Courts and Fair Share Housing Center, and posting the annual report on the Borough's website by September 15<sup>th</sup> of every year.

Records received, retained, retrieved, or transmitted under the terms of this Contract may constitute public records of the Borough as defined by N.J.S.A. 47:3-16, and are legal property of the Borough. The Administrative Agent named in this Contract must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules. The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

#### Section 7. Responsibilities of The Borough

The Borough shall:

- (1) Provide to the Administrative Agent the name, title and telephone number of the municipal official designated as the Municipal Housing Liaison to the Administrative Agent on all matters related to this Contract;
- (2) Ensure that applicable local ordinances are not in conflict with, and enable efficient implementation of, the Rules and the provisions of this Contract;
- (3) Monitor the status of all restricted units in the Borough's Fair Share Plan;
- (4) Compile, verify, and submit annual reports as required by the Courts;
- (5) Coordinate meetings with affordable housing providers and Administrative Agent, as applicable;
- (6) Develop an Affirmative Marketing Plan and distribute to the Administrative Agent;



- (7) Ensure that all restricted units are identified as affordable within the tax assessor's office and any Municipal Utility Authority ("MUA"). The Borough and MUA shall promptly notify the Administrative Agent of a change in billing address, payment delinquency of two billing cycles, transfer of title, or institution of a writ of foreclosure on all affordable units; and
- (8) Provide all reasonable and necessary assistance to the Administrative Agent in support of efforts to enforce provisions of the Act, the Rules, deed covenants, mortgages, court decisions or other authorities governing the affordability control services to be provided under the Settlement Agreement.

#### Section 8. Responsibilities of Hampshire

Hampshire shall adhere to the requirements of the deed restriction filed on the property per N.J.A.C. 5:80-26.11 as well as the overall UHAC requirements for owners of affordable rental housing units for each affordable family unit per N.J.A.C. 5:80-26.1 et seq. Hampshire shall adhere to COAH's phasing requirements per N.J.A.C. 5:93-5.6(d). Hampshire shall be required to be party of this tri-party contract between the Borough and the Administrative Agent. Pursuant to the Borough Code, Hampshire shall pay the reasonable costs of the Administrative Agent's performance of its duties hereunder for the length of the affordability controls as may be extended by the Borough. However, the cost of the Administrative Agent's services shall be consistent with and not exceed the rate charged by other providers of similar services in Bergen County, New Jersey. In addition to the responsibilities of the Administrative Agent set forth in Section 6 above, such Administrative Agent duties shall include the review and administration of the affordable housing deed restriction, establishing affordable rents per the deed restriction, establishment of the required bedroom and income distribution per the deed restriction, initial and ongoing affirmative marketing, tenant income qualification, re-rentals, preparation and submission of annual monitoring reports to the Borough, administration oversight efforts, etc. Hampshire shall cooperate in good faith, as reasonably necessary, with the Borough and the Administrative Agent to enable and assist same in the implementation and fulfillment of the terms, conditions and obligations of this Contract.

#### Section 9. Assignment

The Administrative Agent may, subject to the prior written consent and approval of the Borough in its sole and absolute discretion, assign to another experienced affordable housing administrative agent, or designate another experienced affordable housing administrative agent to fulfill the Administrative Agent's obligations under this Contract to another entity/person, provided that such entity/person agrees in writing to be bound by the terms and conditions of this Contract and a fully executed copy of such assignment and assumption is provided to Hampshire and the Borough.

#### Section 10. Notices

All notices and other written communications between or among the Borough, Hampshire and the Administrative Agent shall be sent via certified mail, return receipt requested or via nationally recognized overnight delivery service or by personal service to the addresses and personnel specified below:

if to the Borough:

Allendale Municipal Building

500 West Crescent Avenue  
Allendale, NJ 07401  
Attn: Linda L. Cervino, Borough Clerk

if to the Administrative Agent:

Allendale Housing, Inc.  
\_\_\_\_\_  
(address).

if to Hampshire:

Hampshire Allendale MF Urban Renewal, LLC  
21 South Street  
Morristown, NJ 07960  
Attn: Donald J. Engels, Senior Vice President

Section 11. Non-Waiver of Conditions

The failure of any party to insist upon strict performance of any provision of this Contract in any one or more instances shall not constitute a consent to waiver of or excuse for any other different or subsequent breach of the same or other provision, nor as a result shall any party relinquish any rights which it may have under this Contract. No terms or provisions hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the waiving party.

Section 12. Merger and Amendment

This written Contract, together with its Exhibits, constitute the sole agreement between the parties with respect to the matters covered therein, (other than (i) that certain Amended and Restated Agreement of Purchase of Real Estate dated July 9, 2020, as amended, between the Borough and Hampshire Venture Partners, LLC, and (ii) the Residential Redevelopment Agreement between Hampshire and the Borough dated \_\_\_\_\_, 2022,) and no other written or oral communication exists which shall bind the parties with respect thereto, provided however that this Contract may be modified by written amendments clearly identified as such and signed by the Borough, Hampshire and the Administrative Agent.

Section 13. Partial Invalidation of Contract

Should any provision of this Contract be deemed or held to be invalid, ineffective or unenforceable, under present or future laws, the remainder of the provisions shall remain in full force and effect.

Section 14. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties' permitted successors, assigns and affiliates.

*[REMAINDER OF PAGE LEFT BLANK. SIGNATURE PAGE FOLLOWS.]*

IN WITNESS WHEREOF, the Borough, Hampshire and the Administrative Agent have executed this Contract in triplicate as of the date first above written.

THE BOROUGH OF ALLENDALE

By:   
Name: Ari Bernstein  
Title: Mayor

ALLENDALE HOUSING, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Executive Director

HAMPSHIRE ALLENDALE MF URBAN RENEWAL LLC,  
a New Jersey limited liability company  
By: The Hampshire Allendale MM, LLC,  
its Managing Member  
By: The Hampshire Companies, LLC,  
its Managing Member

By: \_\_\_\_\_  
Name: Donald J. Engels  
Title: Vice President



ACKNOWLEDGEMENTS

STATE OF NEW JERSEY )  
COUNTY OF Bergen ) SS.

On this the 17 day of Nov, 2022 before me came Ari Bernstein known and known to me to be the Mayor of the Borough of Allendale, the Municipality identified as such in the foregoing Contract, who states that (s)he is duly authorized to execute said Contract on behalf of said Municipality, and that (s)he has so executed the foregoing Contract for the purposes stated therein.

[Signature]  
NOTARY PUBLIC

Attorney-at-Law  
State of New Jersey

STATE OF NEW JERSEY )  
COUNTY OF \_\_\_\_\_ ) SS.

On this the \_\_\_\_ day of \_\_\_\_\_, 2022 before me came \_\_\_\_\_, known and known to me to be the Executive Director of Allendale Housing, Inc., the Administrative Agent identified as such in the foregoing Contract, who states that (s)he has signed said Contract on behalf of said Administrative Agent for the purposes stated therein.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW JERSEY )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Donald J. Engels, Vice President of The Hampshire Companies, LLC, Managing Member of The Hampshire Allendale MM, LLC, Managing Member of HAMPSHIRE ALLENDALE MF URBAN RENEWAL LLC, and thereupon (s)he acknowledged under oath to my satisfaction that (s)he is the person who executed the within instrument, that (s)he was authorized to execute the within instrument on behalf of said company and that (s)he executed said instrument as the voluntary act of the said company.

\_\_\_\_\_  
NOTARY PUBLIC



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

**DATE: 11/17/2022**

**RESOLUTION# 22-246**

Council	Motion	Second	Yes	No	Abstain	Absent
<b>Homan</b>			✓			
<b>Lovisolo</b>			✓			
<b>O'Connell</b>		✓	✓			
<b>O'Toole</b>	✓		✓			
<b>Sasso</b>			✓			
<b>Wilczynski</b>			✓			
<b>Mayor Bernstein</b>	---	---				

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**RESOLUTION APPOINTING ALLENDALE HOUSING, INC. AS THE  
ADMINISTRATIVE AGENT FOR FIRST RESPONDER UNITS AT 220 WEST  
CRESCENT AVENUE AND AUTHORIZING ENTERING INTO A CONTRACT WITH  
AHI FOR THE ADMINISTRATIVE AGENT OF THE FIRST RESPONDER UNITS**

**WHEREAS**, pursuant to the Amended and Restated Purchase and Sale Agreement dated July 9, 2020, as thereafter amended (the "PSA"), the Borough of Allendale and Hampshire Venture Partners, LLC ("Hampshire") agreed, inter alia, that, as part of its construction of a seventy (70) unit residential apartment at 220 West Crescent Avenue in the Borough of Allendale, three (3) of such seventy (70) units would consist of three (3) below market one bedroom units (the "First Responder Units") to be made available to volunteer first responders of the Borough, or such other persons as may be designated by the Borough at a rent substantially equivalent to the rent for a moderate income affordable housing unit as calculated under the Fair Housing Act, COAH and UHAC (as such terms are defined in the PSA), with the First Responders Units to be managed by Allendale Housing, Inc. ("AHI") or such other entity as designated by the Borough; and

**WHEREAS**, the Borough has determined to utilize AHI as the administrative agent for the purpose of providing control services for the First Responder Units; and

**WHEREAS**, the Mayor and Council of the Borough of Allendale wish to enter into a three way contract with AHI and Hampshire (or its designated affiliate) for those purposes set forth in said three way contract , a copy of which is attached hereto; and

**NOW THEREFORE BE IT RESOLVED**, by the Borough Council of the Borough of Allendale that AHI is hereby appointed by the Borough Council of the Borough of Allendale as the Administrative Agent for the administration of the First Responder Units; and

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

**DATE: 11/17/2022**

**RESOLUTION# 22-246**

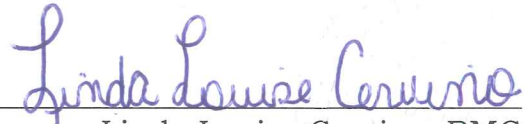
**BE IT FURTHER RESOLVED**, that the Mayor and Borough Clerk are hereby authorized to sign a contract with AHI and Hampshire as provided hereinabove; and

**BE IT FURTHER RESOLVED**, that the Borough of Allendale hereby designates the Municipal Housing Liaison as the liaison to AHI; and

**BE IT FURTHER RESOLVED**, that the contract to be signed is hereby attached, subject to any non-substantive modifications recommended by the Borough Attorney.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on November 17, 2022.



Linda Louise Cervino, RMC  
Municipal Clerk

Exhibit P

First Responder Management Agreement

CONTRACT FOR THE ADMINISTRATION OF FIRST RESPONDER UNITS AT 220 W. CRESCENT AVENUE IN ALLENDALE BOR., BERGEN COUNTY, NEW JERSEY

THIS CONTRACT ("Contract"), entered into as of this the \_\_\_\_ day of \_\_\_\_\_, 2022,

AMONG      The Borough of Allendale, a municipality and instrumentality of the State of New Jersey, having offices at 500 West Crescent Avenue, Allendale Borough, NJ, 07401 hereinafter called the "Borough";

             Allendale Housing, Inc., having offices at \_\_\_\_\_, \_\_\_\_\_ hereinafter called the "Administrative Agent"; and

             Hampshire Allendale MF Urban Renewal LLC having an address at 21 South Street, Morristown, NJ 07960 hereinafter called "Hampshire".

WITNESSETH

WHEREAS, the Borough seeks to implement a program whereby rental housing is provided within the Borough at the proposed development at 220 West Crescent Avenue, Allendale, New Jersey (the "Property") for First Responders (as such term is defined herein) at an affordable rental rate; and

WHEREAS, as part of the development of 220 West Crescent, there are to be three (3) below market one (1) bedroom units, (the "First Responder Units" as defined hereinbelow) made available only to volunteer First Responders (as such term is defined hereinbelow) of the Borough at a rent substantially equivalent to that rent for a moderate income affordable housing one-bedroom unit as calculated under the rules and regulations of COAH, the Uniform Housing and Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC") and the Fair Share Housing Act, N.J.S.A. 52:27D-301, et seq. ("FHA") (the "affordable moderate rate"); and

WHEREAS, the Administrative Agent or its designee approved by the Borough, shall provide housing administrative agent services to the Borough; and

WHEREAS, the Borough has selected Allendale Housing, Inc. to be the Administrative Agent for the purposes of providing management services for the First Responder Units in the proposed development at the Property; and

WHEREAS, Hampshire has, on the date of this Contract, acquired from the Borough fee simple title for the Property, described in Schedule A attached hereto, on which it will develop rental housing units; and

WHEREAS, the parties hereto agree and acknowledge that the restrictions herein shall be further effectuated by the recording of a deed restriction to be recorded by Hampshire with the Bergen County Clerk immediately following the execution of this Contract, in the form attached hereto as Schedule B (the "First Responder Deed Restriction"), which First Responder Deed Restriction shall be executed by the Borough and Hampshire simultaneous with their execution of this Contract; and

WHEREAS, the Borough is party to this Contract so as to enable it to enforce the obligations of Hampshire and the Administrative Agent set forth herein and by law.

NOW THEREFORE, the Borough, Hampshire and the Administrative Agent hereby agree to the following terms and conditions:

Section 1. Term

This Contract shall become effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022, and shall have a term of one (1) year, terminating at the close of business on the \_\_\_\_ day of \_\_\_\_\_, 2023, subject to the termination and renewal provisions set forth in *Section 4*, below.

Section 2. Applicability and Supersession

This Contract shall define and govern all terms between the parties with respect to the affordability controls for the First Responder Units, and shall supersede all prior contracts, agreements, or documents related thereto.

Section 3. Agency and Enforcement Delegation

The Borough, Hampshire and the Administrative Agent acknowledge that the Administrative Agent is acting hereunder primarily as an agent of the Borough. Anything herein to the contrary notwithstanding, however, the Borough hereby delegates to the Administrative Agent, and the Administrative Agent hereby accepts, primary responsibility for enforcing substantive provisions of this Contract. The Borough, however, shall retain the ultimate responsibility for ensuring effective compliance with this Contract.

Section 4. Termination and Renewal

- (1) The Contract may be terminated at the discretion of the Borough with thirty (30) days' written notice to Hampshire and the Administrative Agent without cause and by the Administrative Agent with ninety (90) days' written notice to Hampshire and the Borough without cause, to the addresses and in the form as set forth in *Section 10*, below, provided however, that no such termination by the Administrative Agent may take effect unless and until an alternate Administrative Agent has been selected by the Borough.
- (2) Unless terminated, this Contract shall automatically be renewed for unlimited successive terms of one (1) year each through the period of restriction set forth in the First Responder Deed Restriction.

Section 5. Assignment of First Responder Units

For the term hereof, and without exception, this Contract shall govern the provision of housing for First Responders at an affordable moderate rate, as provided for in this Contract, for the following housing units located within the Borough:

Three (3) housing units (the "First Responder Units") to be located at the Premises consisting of:

13. Apt #\_\_ - one-bedroom unit
14. Apt #\_\_ - one-bedroom unit

15. Apt # \_\_\_ - one-bedroom unit

Section 6. Responsibilities of the Administrative Agent

The Administrative Agent shall perform the following duties and responsibilities:

- (i) Selecting and designating qualified First Responders to rent the First Responder Units;
- (ii) Ensuring that the First Responder Units are rented only to First Responders who the Administrative Agent advises Hampshire in writing have been so designated and selected by the Administrative Agent, or to such other non-First Responder persons who the Administrative Agent advises Hampshire in writing have been so designated and selected by the Administrative Agent, including but not limited to such persons as designated pursuant to Section 6(iv) herein. As used in this Contract, "First Responders" shall mean an individual who is a current and active member of, and serving as a volunteer on, the Borough of Allendale Volunteer Fire Department (the "Volunteer Fire Department"), or the Allendale Volunteer Ambulance Corp. (the "Volunteer Ambulance Corp.");
- (iii) Ensuring that each lease between Hampshire and a First Responder provides that the rent payable under such lease shall be at market rent (the "Market Rent") as determined by Hampshire in its sole discretion with the provision that so long as the tenant remains a First Responder, the rent will be reduced to the affordable moderate rate. Each lease shall not be for longer than a one (1) year term. If a First Responder ceases to be an active member of the Volunteer Fire Department or the Volunteer Ambulance Corp. any renewal or extension of the lease term shall be at the Market Rent as same may be increased from time to time in accordance with applicable laws;
- (iv) Ensuring that, if, for a period of three (3) consecutive months, the Administrative Agent does not designate any First Responders to rent an available First Responder Unit, such First Responder Unit shall be rented, at the affordable moderate rate provided for herein, to such other non-First Responder persons as shall be designated by the Administrative Agent;
- (v) Ensuring that the rents charged to and collected from First Responders for each First Responder Unit, including any increases in rent for each First Responder Unit, are substantially equivalent to the rents for an affordable moderate income one-bedroom unit in the Borough of Allendale under the FHA, COAH and the UHAC;
- (vi) Creating and maintaining a file on each First Responder Unit;
- (vii) Ensuring that the removal of the First Responder Deed Restriction is effectuated and properly filed with Bergen County Clerk's office if the Borough chooses to terminate the restrictions for the First Responder Unit(s);
- (viii) Instituting and maintaining an effective means of communicating information among the Borough, Hampshire and the Administrative Agent regarding the availability of First Responder Units for rental;

- (ix) Instituting and maintaining an effective means of communicating information to First Responders regarding the availability of First Responder Units for re-rental;
- (x) Annual notification to all First Responders renting a First Responder Unit as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;
- (xi) Providing annual reports of the Borough regarding the First Responder Units; and
- (xii) Ensuing the enforcement of the provisions of the First Responder Deed Restriction.

The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

#### Section 7. Responsibilities of The Borough

The Borough shall:

- (1) Provide to the Administrative Agent the name, title and telephone number of the municipal official designated to interface with the Administrative Agent on all matters related to this Contract;
- (2) Ensure that applicable local ordinances are not in conflict with, and enable efficient implementation of, the provisions of this Contract;
- (3) Provide all reasonable and necessary assistance to the Administrative Agent in support of efforts to enforce the provisions of this Contract and the First Responder Deed Restriction.

#### Section 8. Responsibilities of Hampshire

Hampshire shall adhere to the requirements of the First Responder Deed Restriction. Hampshire shall be required to be a party to this tri-party contract between the Borough and the Administrative Agent. Hampshire shall pay the reasonable costs of the Administrative Agent's performance of its duties hereunder for the length of the restrictions as set forth in the First Responder Deed Restriction. However, the cost of the Administrative Agent's services shall be consistent with and not exceed the rate charged by other providers of similar services for COAH affordable housing units in Bergen County, New Jersey. In addition to the responsibilities of the Administrative Agent set forth in Section 6 above, such Administrative Agent duties shall include the review and administration of the First Responder Deed Restriction, establishing rents per the First Responder Deed Restriction, re-rentals, preparation and submission of annual monitoring reports to the Borough, administration oversight efforts, etc. Hampshire shall cooperate in good faith, as reasonably necessary, with the Borough and the Administrative Agent to enable and assist same in the implementation and fulfillment of the terms, conditions and obligations of this Contract. Hampshire shall file the First Responder Deed Restriction with Bergen County Clerk promptly after the full execution of this Contract.

#### Section 9. Assignment

The Administrative Agent may, subject to the prior written consent and approval of the Borough in its sole and absolute discretion, assign to another experienced affordable housing administrative



agent, or designate another experienced affordable housing administrative agent to fulfill the Administrative Agent's obligations under this Contract to another entity/person, provided that such entity/person agrees in writing to be bound by the terms and conditions of this Contract and a fully executed copy of such assignment and assumption is provided to Hampshire and the Borough.

#### Section 10. Notices

All notices and other written communications between or among the Borough, Hampshire and the Administrative Agent shall be sent via certified mail, return receipt requested or via nationally recognized overnight delivery service or by personal service to the addressees and personnel specified below:

if to the Borough:

Allendale Municipal Building  
500 West Crescent Avenue  
Allendale, NJ 07401  
Attn: Linda L. Cervino, Borough Clerk

if to the Administrative Agent:

Allendale Housing, Inc.  
                      
(address).

If to Hampshire:

Hampshire Allendale MF Urban Renewal, LLC  
21 South Street  
Morristown, NJ 07960  
Attn: Donald J. Engels, Senior Vice President

#### Section 11. Non-Waiver of Conditions

The failure of any party to insist upon strict performance of any provision of this Contract in any one or more instances shall not constitute a consent to waiver of or excuse for any other different or subsequent breach of the same or other provision, nor as a result shall any party relinquish any rights which it may have under this Contract. No terms or provisions hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the waiving party.

#### Section 12. Merger and Amendment

This written Contract, together with its Exhibits, constitute the sole agreement between the parties with respect to the matters covered therein, (other than (i) that certain Amended and Restated Agreement of Purchase of Real Estate dated July 9, 2020, as amended, between the Borough and Hampshire Venture Partners, LLC, and (ii) the Residential Redevelopment Agreement between Hampshire and the Borough dated \_\_\_\_\_, 2022.) and no other written or oral communication exists which shall bind the parties with respect thereto, provided however that this

Contract may be modified by written amendments clearly identified as such and signed by the Borough, Hampshire and the Administrative Agent.

Section 13. Partial Invalidation of Contract

Should any provision of this Contract be deemed or held to be invalid, ineffective or unenforceable, under present or future laws, the remainder of the provisions shall remain in full force and effect.


Section 14. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties' permitted successors, assigns and affiliates.

*[REMAINDER OF PAGE LEFT BLANK. SIGNATURE PAGE FOLLOWS.]*

IN WITNESS WHEREOF, the Borough, Hampshire and the Administrative Agent have executed this Contract in triplicate as of the date first above written.

THE BOROUGH OF ALLENDALE

By:   
Name: Ari Bernstein  
Title: Mayor

ALLENDALE HOUSING, INC.

By: \_\_\_\_\_  
Name:  
Title: Executive Director

HAMPSHIRE ALLENDALE MF URBAN RENEWAL LLC,  
a New Jersey limited liability company  
By: The Hampshire Allendale MM, LLC,  
its Managing Member  
By: The Hampshire Companies, LLC,  
its Managing Member

By: \_\_\_\_\_  
Name: Donald J. Engels  
Title: Vice President



ACKNOWLEDGEMENTS

STATE OF NEW JERSEY     )  
COUNTY OF Bergen     ) SS.

On this the 17 day of Nov, 2022 before me came Ari Bernstein known and known to me to be the Mayor of the Borough of Allendale, the Municipality identified as such in the foregoing Contract, who states that (s)he is duly authorized to execute said Contract on behalf of said Municipality, and that (s)he has so executed the foregoing Contract for the purposes stated therein.

[Signature]  
NOTARY PUBLIC

Attorney-at-Law  
State of New Jersey

STATE OF NEW JERSEY     )  
COUNTY OF \_\_\_\_\_ ) SS.

On this the \_\_\_\_ day of \_\_\_\_\_, 2022 before me came \_\_\_\_\_, known and known to me to be the Executive Director of Allendale Housing, Inc., the Administrative Agent identified as such in the foregoing Contract, who states that (s)he has signed said Contract on behalf of said Administrative Agent for the purposes stated therein.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW JERSEY     )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Donald J. Engels, Vice President of The Hampshire Companies, LLC, Managing Member of The Hampshire Allendale MM, LLC, Managing Member of HAMPSHIRE ALLENDALE MF URBAN RENEWAL LLC, and thereupon (s)he acknowledged under oath to my satisfaction that (s)he is the person who executed the within instrument, that (s)he was authorized to execute the within instrument on behalf of said company and that (s)he executed said instrument as the voluntary act of the said company.

\_\_\_\_\_  
NOTARY PUBLIC

\*\*\*\*

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

DATE: 11/17/2022

RESOLUTION# 22-247

Council	Motion	Second	Yes	No	Abstain	Absent
Homan			✓			
Lovisolo			✓			
O'Connell		✓	✓			
O'Toole	✓		✓			
Sasso			✓			
Wilczynski			✓			
Mayor Bernstein						

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**APPROVAL OF NOVEMBER 17, 2022 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 November 17, 2022 in the amounts of:

**Bill List Numbers**

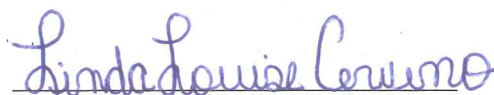
**November 17, 2022**

Current Fund	\$1,299,797.67
Payroll Account	\$181,702.44
General Capital	\$191,602.61
Animal Fund	\$0.00
Grant Fund	\$460.99
COAH/Housing Trust	\$0.00
Improvement & Beautification	\$0.00
Unemployment Fund	\$0.00
Trust Fund	\$712.50
Water Operating	\$122,910.52
Water Capital	\$307.69

**Total**

**\$1,797,494.42**

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on November 17, 2022.

  
Linda Louise Cervino, RMC  
Municipal Clerk



## Borough of Allendale

500 WEST CRESCENT AVENUE  
ALLENDALE, NEW JERSEY 07401

OFFICE OF TAX COLLECTOR  
OFFICE OF CHIEF FINANCIAL OFFICER

TEL: 201-818-4400 EXT 205  
FAX 201-818-0193

I, M. Alissa Mayer, 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 November 17, 2022

M. Alissa Mayer  
M. Alissa Mayer, CMFO  
Chief Financial Officer



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

**DATE: 11/17/2022**

**RESOLUTION# 22-248**

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

Carried ☐ Defeated ☐ Tabled ☐

Approved on Consent Agenda ☒

**APPOINTMENT OF RADIO POLICE DISPATCHER, P/T, HOURLY -  
JULIANNE TYLER**

**WHEREAS**, a need exists to hire a Radio Police Dispatcher, P/T, hourly on a per diem basis; and

**WHEREAS**, Julianne Tyler is qualified for the position, having previously served as a Radio Police Dispatcher, per diem; and

**WHEREAS**, the Allendale Police Department has recommended her hire.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Julianne Tyler be hired for the Radio Police Dispatcher, P/T, hourly position in the Allendale Police Department on a per diem basis at the rate of \$18.00/hour effective November 18, 2022.

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I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on November 17, 2022.

  
Linda Louise Cervino, RMC  
Municipal Clerk