



BOROUGH OF ALLENDALE
MAYOR AND COUNCIL
MEETING MINUTES
FOR
THURSDAY,
JULY 24, 2026
7:00 P.M.

Mayor and Council of the Borough of Allendale Special Meeting of Mayor and Council – July 24, 2026

A Special Session Meeting of the Mayor and Council of the Borough of Allendale was held via Microsoft Teams Platform and in person in the Municipal Building at 500 West Crescent Avenue, Allendale, New Jersey on Friday, July 24, 2026. The meeting was called to order at 9:00 a.m. by Mayor Amy Wilczynski.

Linda Cervino, Municipal Clerk, read the open public meetings statement: "In compliance with the Open Public Meetings Act, adequate notice of this Special Meeting has been provided. The required 48-hour Special Meeting Notice was posted on the Borough's official website and on the public bulletin board on July 21, 2026, in the Municipal Building in accordance with the Open Public Meetings Act."

The roll call was recorded as follows:

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

A quorum was met. Councilman Daloisio was present via Microsoft Teams; however, due to technical difficulties, he could not be heard. He acknowledged his presence during roll call by sending a text message to the Municipal Clerk. Also present were the following: Raymond Wiss, Borough Attorney, and Linda Cervino, Municipal Clerk.

Mayor Wilczynski led the salute to the flag.

CONSENT AGENDA REVIEW:

RES 26-187: AUTHORIZATION TO SOLICIT BIDS FOR THE EAST ALLENDALE AVE SEWER REHABILITATION.

RES 26-188: RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE NJDEP TREATMENT WORKS APPROVAL (WQM-003-T) CERTIFICATIONS FOR TOLL NJ I, LLC.

RES 26-189: AUTHORIZING THE EXECUTION OF A SETTLEMENT TERM SHEET WITH TOLL NJ I, LLC.

Mayor Wilczynski stated that she had briefed the Council regarding the need for the Special Meeting. She explained that, due to the timing of the matters requiring action and the limited meeting schedules of both Allendale and Saddle River during the summer months, it was necessary to convene the Special Meeting. Mayor Wilczynski noted that there were three items on the agenda for consideration.

Mayor and Council of the Borough of Allendale Special Meeting of Mayor and Council – July 24, 2026

The Mayor explained that the proposed sewer agreement with Saddle River and Toll Brothers is substantially similar to, and mirrors, the agreement previously established for Avalon Bay. Under the agreement, Allendale will accept sewer flow associated with two Toll Brothers properties in Saddle River, known as the Algonquin and Rosie O'Donnell properties. The anticipated flow from these developments is significantly less than the flow associated with the Avalon Bay development. The agreement generally follows the same contractual framework previously used for Avalon Bay and other properties in Saddle River, with provisions added to accommodate the additional sewer flow from the two Toll Brothers developments. The Mayor further explained that, similar to the arrangement for off-site improvements associated with prior developments, Toll Brothers will deposit \$500,000 with the Borough of Allendale to be used by the Borough for off-site improvements.

The Mayor explained that the second matter involves authorization to proceed with bidding for a sewer lining project. Previous evaluations identified areas of inflow and infiltration (I&I) within the Borough's sewer lines, and the installation of a sewer liner has been identified as an appropriate method of remediation.

The estimated cost of the sewer lining project is approximately \$500,000. The cost will be shared between Saddle River and Allendale, with each municipality responsible for its proportionate share based upon the amount of sewer flow attributable to each community.

The Mayor explained that the final resolution concerns the Treatment Works Approval (TWA) required in connection with the Toll Brothers developments. A TWA permit application must be filed to authorize the proposed connection and discharge of sewer flow from the Toll Brothers developments into Allendale's sewer system. The resolution authorizes the Mayor to execute the necessary TWA documentation on behalf of the Borough.

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

APPROVAL OF CONSENT AGENDA:

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

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

(Councilman Daloisio cast his affirmative vote via text message.)
(See Resolutions 26-187 through 26-189 attached and made a part hereof)

**Mayor and Council of the Borough of Allendale
Special Meeting of Mayor and Council – July 24, 2026**

UNFINISHED BUSINESS: None.

NEW BUSINESS: None.

Mayor Wilczynski thanked Councilwoman Homan, Borough Attorney Raymond Wiss, Borough Engineer Michael Vreeland, and Borough Administrator Alison Altano for their extensive work in reviewing the various agreements and ensuring that Allendale's interests were protected to the greatest extent possible.

Mayor Wilczynski noted the complexities associated with the Borough's sewer system and its relationship to Fair Share Housing obligations. She explained that Saddle River was permitted to locate its Fair Share Housing developments along the Allendale border without the necessary sewer infrastructure, requiring Allendale's involvement in addressing the sewer service needs associated with those developments.

Mayor Wilczynski stated that she believes Allendale has acted as a good neighbor to Saddle River and has worked cooperatively with both Saddle River and Fair Share Housing to assist Saddle River in meeting its Fair Share Housing obligations while continuing to protect the interests of Allendale and its residents.

Borough Attorney Raymond Wiss stated that the matter has been a lengthy process. He noted that the Borough has been able to mitigate some of the impacts to Allendale through contributions made by the developers of both the Avalon and Toll Brothers projects for off-site improvements. As a result, at least a portion of the costs associated with off-site improvements necessitated by these developments will be funded through developer contributions rather than borne entirely by the Borough.

Mayor Wilczynski added that the Borough now has a total of \$1 million in developer contributions available for these purposes. She emphasized that these funds were secured because the Borough specifically requested the contributions and the developers agreed to provide them.

Councilwoman Homan recognized Borough Attorney Raymond Wiss for his extensive work in advancing the matter, carefully reviewing the legal documents, and ensuring that the Borough's interests were protected throughout the process. She noted the significant amount of time, attention to detail, and legal expertise required to navigate the complex language and issues involved and thanked Attorney Wiss for his guidance.

Councilwoman Homan also thanked Borough Engineer Michael Vreeland for his work in developing plans and coordinating with the engineers representing Saddle River and the various developments. She emphasized his thorough efforts to protect Allendale's interests, including his review of the locations where the sewer connections will enter Allendale and his work associated with the sewer project that will now proceed to bid.

Councilwoman Homan concluded by expressing her and Mayor Wilczynski's appreciation for the expertise and guidance provided by Attorney Wiss and Engineer Vreeland in determining the best course of action for the Borough moving forward.

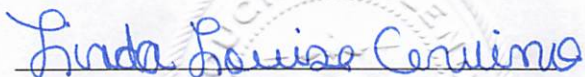
Mayor and Council of the Borough of Allendale
Special Meeting of Mayor and Council – July 24, 2026

PUBLIC COMMENTS ON ANY MATTER: No one came forward.

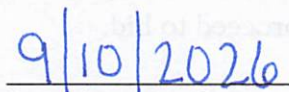
ADJOURNMENT:

There being no further business to come before the Mayor and Council, on a motion by Councilwoman Homan, second by Councilman Yaccarino and unanimously carried, the work meeting was adjourned at 9:20 a.m.

Respectfully submitted,



Linda Louise Cervino, RMC
Municipal Clerk



Date Approved

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 07/24/2026

RESOLUTION# 26-187

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

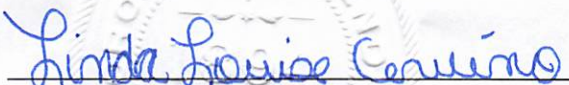
☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on
Consent Agenda

AUTHORIZATION TO SOLICIT BIDS FOR THE
EAST ALLENDALE AVE SEWER REHABILITATION

BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that it hereby authorizes the Municipal Clerk to advertise and receive bids for "East Allendale Ave Sewer Rehabilitation"; and

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

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on July 24, 2026.


Linda Louise Cervino, RMC
Municipal Clerk



RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 07/24/2026

RESOLUTION# 26-188

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

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

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE NJDEP TREATMENT
WORKS APPROVAL (WQM-003-T) CERTIFICATIONS FOR TOLL NJ I, LLC**

WHEREAS, Toll NJ I, LLC has submitted applications to the New Jersey Department of Environmental Protection ("NJDEP") for Treatment Works Approval (WQM-003-T) for the following proposed townhouse developments located within the Borough of Saddle River:

- Townhouse Development – Algonquin Trail, 14 Algonquin Trail; and
- Townhouse Development – East Allendale Road, 107, 111 & 115 East Allendale Road; and

WHEREAS, the proposed sanitary sewer flow from the developments will be conveyed through portions of the Borough of Allendale's wastewater conveyance system prior to treatment at the Waldwick Treatment Plant operated by the Northwest Bergen County Utilities Authority; and

WHEREAS, the NJDEP requires the Borough of Allendale, as a wastewater conveyance system owner, to certify that sufficient conveyance capacity exists and to authorize an official representative to execute the required certifications; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that the Mayor is hereby authorized to execute the NJDEP Treatment Works Approval (WQM-003-T) Wastewater Conveyance System Owner Certifications and any related documents required by the New Jersey Department of Environmental Protection for the following applications:

- Townhouse Development – Algonquin Trail, 14 Algonquin Trail, Saddle River, New Jersey; and
- Townhouse Development – East Allendale Road, 107, 111 & 115 East Allendale Road, Saddle River, New Jersey.

BE IT FURTHER RESOLVED that this authorization is granted solely for the purpose of satisfying the NJDEP Treatment Works Approval application requirements and shall not be construed as approval by the Borough of Allendale of any development application, subdivision, site plan, or any other governmental approval.

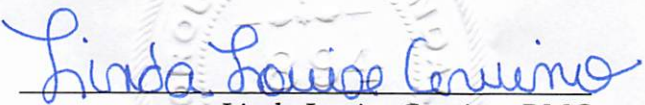
RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 07/24/2026

RESOLUTION# 26-188

BE IT FURTHER RESOLVED that the Borough Clerk is authorized to attest the Mayor's signature and provide certified copies of this Resolution as may be required by the NJDEP in connection with the Treatment Works Approval applications.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on July 24, 2026.


Linda Louise Cervino, RMC
Municipal Clerk





State of New Jersey
Department of Environmental Protection
Division of Water Quality



Statements of Consent for TWA applications

Refer to the attached instructions and provide ALL applicable information. Please attach additional sheets if necessary.

1. GENERAL INFORMATION

Applicant/Owner/Operator: Toll NJ I, LLC.

Name of Facility/Site/Project: Townhouse Development - Algonquin Trail

Street Address/Location: 14 Algonquin Trail

City or Town: Saddle River State: NJ Zip Code: 07458

2. CERTIFICATION CHECKLIST (I.E. CERTIFICATIONS SUBMITTED WITH THIS FORM)

Note: Refer to this form's instructions for certification applicability.

Certification A: Governing Body (i.e. municipality where project is located)

- a. Certification(s) Submitted with this Form? ☒ Yes ☐ No
- b. Number of Certifications Submitted with this Form? 1
(Note: More than one certification is required when multiple governing bodies are impacted by the project.)

Certification B: Sewerage Authority

- a. Certification Submitted with this Form? ☒ Yes ☐ No

Certification C: Wastewater Conveyance System Owner

- a. Certification(s) Submitted with this Form? ☒ Yes ☐ No
- b. Number of Certifications Submitted with this Form? 2
(Note: More than one certification is required when multiple wastewater conveyance system owners are impacted by the project.)

Certification D: Wastewater Treatment Facility Owner

- a. Certification Submitted with this Form? ☒ Yes ☐ No

Certification E: District Sludge Management Lead Planning Agency

- a. Certification Submitted with this Form? ☐ Yes ☒ No

A. CERTIFICATION BY THE GOVERNING BODY (I.E. MUNICIPALITY WHERE PROJECT IS LOCATED)

Note: This certification is required for all TWA applications.

Name of Facility/Site/Project: Townhouse Development - Algonquin Trail

Certifying Statement:

"As an authorized representative of the below identified governing body, I hereby certify that the municipality consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of all municipal ordinances."

Borough of Saddle River

Name of Municipality or Municipal Authority

Signature of Authorized Representative *

Date

Print or Type Name

Print or Type Position

Email

Telephone

* Authorization to sign for the agency: _____

Resolution #

Date

(Note: Submit the resolution with this certification. If no such resolution granting authority to sign exists, the full resolution, consenting to the project, must be submitted with this certification.)

B. CERTIFICATION BY THE SEWERAGE AUTHORITY

Note: This certification is required when a sewerage entity (for example, sewerage authority, utilities authority, municipal utilities authority, joint meeting, etc.) has responsibility for regulating the construction and operation of wastewater treatment and conveyance facilities within the municipality.

Name of Facility/Site/Project: Townhouse Development - Algonquin Trail

Certifying Statement:

"As an authorized representative of the below identified agency, I hereby certify that the agency consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of this agency."

Borough of Saddle River

Name of Agency

Signature of Authorized Representative *

Date

Print or Type Name

Print or Type Position

Email

Telephone

* Authorization to sign for the agency:

Resolution #

Date

(Note: Submit the resolution with this certification. If no such resolution granting authority to sign exists, the full resolution, consenting to the project, must be submitted with this certification.)

C. CERTIFICATION BY THE WASTEWATER CONVEYANCE SYSTEM OWNER

Note: This certification must be completed by the owner/operator of the wastewater conveyance system into which the project named herein will directly connect.

Name of Facility/Site/Project: Townhouse Development - Algonquin Trail

Certifying Statement:

"By agreeing to accept wastewater from the project, I hereby certify that to the best of my knowledge the wastewater conveyance system, into which the project proposed under this application will connect, has adequate capacity in accordance with N.J.A.C. 7:14A-1.2 ("Adequate conveyance capacity"). Furthermore, I am not aware of inadequate conveyance capacity conditions in any portion of the downstream facilities necessary to convey the wastewater from this project to the treatment plant."

Borough of Saddle River

Name of Municipality or Authority

Signature of Authorized Representative *

Date

Print or Type Name

Print or Type Position

Email

Telephone

* Authorization to sign for the agency:

Resolution #

Date

(Note: Submit the resolution with this certification. If no such resolution granting authority to sign exists, the full resolution, consenting to the project, must be submitted with this certification.)

C. CERTIFICATION BY THE WASTEWATER CONVEYANCE SYSTEM OWNER

Note: This certification must be completed by the owner/operator of the wastewater conveyance system into which the project named herein will directly connect.

Name of Facility/Site/Project: Townhouse Development - Algonquin Trail

Certifying Statement:

"By agreeing to accept wastewater from the project, I hereby certify that to the best of my knowledge the wastewater conveyance system, into which the project proposed under this application will connect, has adequate capacity in accordance with N.J.A.C. 7:14A-1.2 ("Adequate conveyance capacity"). Furthermore, I am not aware of inadequate conveyance capacity conditions in any portion of the downstream facilities necessary to convey the wastewater from this project to the treatment plant."

Borough of Allendale

Name of Municipality or Authority

Amy E. Wilczynski

Signature of Authorized Representative *

Amy E. Wilczynski

Print or Type Name

amywilczynski@allendalenj.gov

Email

7/24/2026

Date

Mayor

Print or Type Position

(201) 819-7727

Telephone

* Authorization to sign for the agency:

26-188

Resolution #

7/24/2026

Date

(Note: Submit the resolution with this certification. If no such resolution granting authority to sign exists, the full resolution, consenting to the project, must be submitted with this certification.)

D. CERTIFICATION BY THE WASTEWATER TREATMENT FACILITY OWNER

Notes: This certification is required for applications that include a sewer connection/extension. This certification must be completed by the owner of the wastewater treatment facility receiving the wastewater identified in this application.

Name of Facility/Site/Project: Townhouse Development - Algonquin Trail

Certifying Statement:

"I hereby certify that the committed flow to the below identified wastewater treatment plant does not exceed the presently permitted design capacity and, with the additional flow proposed by this application, the permitted design capacity is not anticipated to be exceeded. For the purposes of this certification, committed flow means the sum of the (1) actual metered flow, (2) flow from DEP approved TWA applications (not yet operational), and (3) flow from locally approved projects that do not require DEP approval. I further certify that the treatment plant is currently complying with its conventional and non-conventional NJPDES permit requirements (see N.J.A.C. 7:14A- 22.17(b)-(d), percent removal and toxicity requirements excluded from this certification) as determined by a rolling average of the three most recent monthly discharge monitoring reports that were required to be submitted to the Department as of this date, and based upon my assessment of all information pertinent to this permit request, is anticipated to continue to do so with the additional flow from this project."

Waldwick Treatment Plant

NJ0024813

Name of Wastewater Treatment Plant

NJPDES Permit Number

Northwest Bergen County Utilities Authority

Name of Authority Accepting for Treatment

Signature of Authorized Representative *

Date

Print or Type Name

Print or Type Position

Email

Telephone

* Authorization to sign for the agency:

Resolution #

Date

(Note: Submit the resolution with this certification. If no such resolution granting authority to sign exists, the full resolution, consenting to the project, must be submitted with this certification.)

E. CERTIFICATION BY THE DISTRICT SLUDGE MANAGEMENT LEAD PLANNING AGENCY

Note: This certification is only required for applications that involve construction of residual management units at ultimate residuals management sites.

Name of Facility/Site/Project: _____

Certifying Statement:

“As an authorized representative of the below identified agency, I hereby certify that the agency consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of this agency.”

Name of Agency

Signature of Authorized Representative *

Date

Print or Type Name

Print or Type Position

Email

Telephone

* Authorization to sign for the agency:

Resolution #

Date

(Note: Submit the resolution with this certification. If no such resolution granting authority to sign exists, the full resolution, consenting to the project, must be submitted with this certification.)



State of New Jersey
Department of Environmental Protection
Division of Water Quality



Statements of Consent for TWA applications

Refer to the attached instructions and provide ALL applicable information. Please attach additional sheets if necessary.

1. GENERAL INFORMATION

Applicant/Owner/Operator: Toll NJ I, LLC.
 Name of Facility/Site/Project: Townhouse Development - East Allendale Road
 Street Address/Location: 107, 111, & 115 East Allendale Road
 City or Town: Saddle River State: NJ Zip Code: 07458

2. CERTIFICATION CHECKLIST (I.E. CERTIFICATIONS SUBMITTED WITH THIS FORM)

Note: Refer to this form's instructions for certification applicability.

Certification A: Governing Body (i.e. municipality where project is located)

- a. Certification(s) Submitted with this Form? ☒ Yes ☐ No
- b. Number of Certifications Submitted with this Form? 1
(Note: More than one certification is required when multiple governing bodies are impacted by the project.)

Certification B: Sewerage Authority

- a. Certification Submitted with this Form? ☒ Yes ☐ No

Certification C: Wastewater Conveyance System Owner

- a. Certification(s) Submitted with this Form? ☒ Yes ☐ No
- b. Number of Certifications Submitted with this Form? 2
(Note: More than one certification is required when multiple wastewater conveyance system owners are impacted by the project.)

Certification D: Wastewater Treatment Facility Owner

- a. Certification Submitted with this Form? ☒ Yes ☐ No

Certification E: District Sludge Management Lead Planning Agency

- a. Certification Submitted with this Form? ☐ Yes ☒ No

A. CERTIFICATION BY THE GOVERNING BODY (I.E. MUNICIPALITY WHERE PROJECT IS LOCATED)

Note: This certification is required for all TWA applications.

Name of Facility/Site/Project: Townhouse Development - East Allendale Road

Certifying Statement:

"As an authorized representative of the below identified governing body, I hereby certify that the municipality consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of all municipal ordinances."

Borough of Saddle River

Name of Municipality or Municipal Authority

Signature of Authorized Representative *

Date

Print or Type Name

Print or Type Position

Email

Telephone

* Authorization to sign for the agency: _____

Resolution #

Date

(Note: Submit the resolution with this certification. If no such resolution granting authority to sign exists, the full resolution, consenting to the project, must be submitted with this certification.)

B. CERTIFICATION BY THE SEWERAGE AUTHORITY

Note: This certification is required when a sewerage entity (for example, sewerage authority, utilities authority, municipal utilities authority, joint meeting, etc.) has responsibility for regulating the construction and operation of wastewater treatment and conveyance facilities within the municipality.

Name of Facility/Site/Project: Townhouse Development - East Allendale Road

Certifying Statement:

"As an authorized representative of the below identified agency, I hereby certify that the agency consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of this agency."

Borough of Saddle River

Name of Agency

Signature of Authorized Representative *

Date

Print or Type Name

Print or Type Position

Email

Telephone

* Authorization to sign for the agency:

Resolution #

Date

(Note: Submit the resolution with this certification. If no such resolution granting authority to sign exists, the full resolution, consenting to the project, must be submitted with this certification.)

C. CERTIFICATION BY THE WASTEWATER CONVEYANCE SYSTEM OWNER

Note: This certification must be completed by the owner/operator of the wastewater conveyance system into which the project named herein will directly connect.

Name of Facility/Site/Project: Townhouse Development - East Allendale Road

Certifying Statement:

"By agreeing to accept wastewater from the project, I hereby certify that to the best of my knowledge the wastewater conveyance system, into which the project proposed under this application will connect, has adequate capacity in accordance with N.J.A.C. 7:14A-1.2 ("Adequate conveyance capacity"). Furthermore, I am not aware of inadequate conveyance capacity conditions in any portion of the downstream facilities necessary to convey the wastewater from this project to the treatment plant."

Borough of Saddle River

Name of Municipality or Authority

Signature of Authorized Representative *

Date

Print or Type Name

Print or Type Position

Email

Telephone

* Authorization to sign for the agency:

Resolution #

Date

(Note: Submit the resolution with this certification. If no such resolution granting authority to sign exists, the full resolution, consenting to the project, must be submitted with this certification.)

C. CERTIFICATION BY THE WASTEWATER CONVEYANCE SYSTEM OWNER

Note: This certification must be completed by the owner/operator of the wastewater conveyance system into which the project named herein will directly connect.

Name of Facility/Site/Project: Townhouse Development - East Allendale Road

Certifying Statement:

"By agreeing to accept wastewater from the project, I hereby certify that to the best of my knowledge the wastewater conveyance system, into which the project proposed under this application will connect, has adequate capacity in accordance with N.J.A.C. 7:14A-1.2 ("Adequate conveyance capacity"). Furthermore, I am not aware of inadequate conveyance capacity conditions in any portion of the downstream facilities necessary to convey the wastewater from this project to the treatment plant."

Borough of Allendale

Name of Municipality or Authority

Amy E. Wilczynski

Signature of Authorized Representative *

Amy E. Wilczynski

Print or Type Name

amywilczynski@allendalenj.gov

Email

7/24/2025

Date

Mayor

Print or Type Position

(201) 819-7727

Telephone

* Authorization to sign for the agency:

26-188

Resolution #

7/24/2026

Date

(Note: Submit the resolution with this certification. If no such resolution granting authority to sign exists, the full resolution, consenting to the project, must be submitted with this certification.)

D. CERTIFICATION BY THE WASTEWATER TREATMENT FACILITY OWNER

Notes: This certification is required for applications that include a sewer connection/extension. This certification must be completed by the owner of the wastewater treatment facility receiving the wastewater identified in this application.

Name of Facility/Site/Project: Townhouse Development - East Allendale Road

Certifying Statement:

"I hereby certify that the committed flow to the below identified wastewater treatment plant does not exceed the presently permitted design capacity and, with the additional flow proposed by this application, the permitted design capacity is not anticipated to be exceeded. For the purposes of this certification, committed flow means the sum of the (1) actual metered flow, (2) flow from DEP approved TWA applications (not yet operational), and (3) flow from locally approved projects that do not require DEP approval. I further certify that the treatment plant is currently complying with its conventional and non-conventional NJPDES permit requirements (see N.J.A.C. 7:14A- 22.17(b)-(d), percent removal and toxicity requirements excluded from this certification) as determined by a rolling average of the three most recent monthly discharge monitoring reports that were required to be submitted to the Department as of this date, and based upon my assessment of all information pertinent to this permit request, is anticipated to continue to do so with the additional flow from this project."

Waldwick Treatment Plant

NJ0024813

Name of Wastewater Treatment Plant

NJPDES Permit Number

Northwest Bergen County Utilities Authority

Name of Authority Accepting for Treatment

Signature of Authorized Representative *

Date

Print or Type Name

Print or Type Position

Email

Telephone

* Authorization to sign for the agency:

Resolution #

Date

(Note: Submit the resolution with this certification. If no such resolution granting authority to sign exists, the full resolution, consenting to the project, must be submitted with this certification.)

E. CERTIFICATION BY THE DISTRICT SLUDGE MANAGEMENT LEAD PLANNING AGENCY

Note: This certification is only required for applications that involve construction of residual management units at ultimate residuals management sites.

Name of Facility/Site/Project: _____

Certifying Statement:

"As an authorized representative of the below identified agency, I hereby certify that the agency consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of this agency."

Name of Agency

Signature of Authorized Representative *

Date

Print or Type Name

Print or Type Position

Email

Telephone

* Authorization to sign for the agency:

Resolution #

Date

(Note: Submit the resolution with this certification. If no such resolution granting authority to sign exists, the full resolution, consenting to the project, must be submitted with this certification.)

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

DATE: 07/24/2026

RESOLUTION# 26-189

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

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on
Consent Agenda

**AUTHORIZING THE EXECUTION OF A SETTLEMENT TERM SHEET
WITH TOLL NJ I, LLC**

WHEREAS, Toll NJ I, LLC ("Toll") has proposed a Settlement Term Sheet to resolve certain issues relating to the transmission of sanitary sewer effluent from two proposed residential developments located within the Borough of Saddle River; and

WHEREAS, the proposed developments consist of a combined total of one hundred two (102) residential dwelling units located on Block 1402, Lots 23-25; Block 1603, Lots 1 and 2.01; and Block 1401, Lot 24 on the Official Tax Map of the Borough of Saddle River; and

WHEREAS, the Settlement Term Sheet provides that the Borough of Allendale and the Borough of Saddle River shall enter into an Amended Sewer Service Agreement on or before August 31, 2026, whereby the Borough of Allendale agrees to accept and transmit the sanitary sewer effluent generated by the Toll developments through the Borough's existing sewer conveyance system; and

WHEREAS, the proposed sewer connection shall be made:

- at West Gate Road (Option A), provided that the Borough of Allendale has secured all necessary easements, at its sole cost and expense, by July 31, 2026; or
- at Boroline Road (Option B) should the required easement(s) not be secured by July 31, 2026; and

WHEREAS, the Settlement Term Sheet further provides that the Borough of Allendale and the Borough of Saddle River shall each endorse and return the Treatment Works Approval ("TWA") Applications for the Toll Projects within seven (7) days of presentation by Toll, after which Toll shall submit the applications to the Northwest Bergen County Utilities Authority for endorsement and thereafter to the New Jersey Department of Environmental Protection for issuance of the required permits; and

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 07/24/2026

RESOLUTION# 26-189

WHEREAS, the Settlement Term Sheet provides that the Amended Sewer Service Agreement shall be approved and executed by the Borough of Allendale and the Borough of Saddle River no later than; and

WHEREAS, as consideration for the Borough of Allendale's participation in the Settlement Term Sheet and Amended Sewer Service Agreement, Toll shall pay the Borough of Allendale the negotiated sum of Five Hundred Eighty-Five Thousand Dollars (\$585,000.00), payable as follows:

- \$292,500.00 upon Toll's actual construction of the sewer connection at either Option A or Option B; and
- \$292,500.00 within fifteen (15) days after Toll obtains a Certificate of Occupancy for the first residential dwelling unit in either of the Toll Projects; and

WHEREAS, the governing body acknowledges that the payment amount represents a negotiated settlement of disputed claims, and the parties mutually waive any rights they may have with respect to the calculation or propriety of such payment; and

WHEREAS, payment pursuant to the Settlement Term Sheet is expressly conditioned upon the Borough of Allendale adopting this Resolution, executing the required Treatment Works Approval consents, and delivering the executed Resolution and original TWA consents to Toll no later than 4:00 p.m. on Friday, July 24, 2026; and

WHEREAS, the parties further agree to cooperate in obtaining all governmental approvals, permits, endorsements and authorizations necessary to effectuate the Settlement Term Sheet, the Amended Sewer Service Agreement, and the resolution of the litigation; and

WHEREAS, the Borough Attorney has reviewed the Settlement Term Sheet and the proposed Amended Sewer Service Agreement and has recommended their approval, subject to any non-substantive revisions deemed necessary, as being in the best interests of the Borough of Allendale; and

WHEREAS, the Mayor and Council find that authorizing the execution of the Settlement Term Sheet and related Amended Sewer Service Agreement is in the best interests of the Borough of Allendale and its residents.

RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ

DATE: 07/24/2026

RESOLUTION# 26-189

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

BE IT RESOLVED that the Mayor is hereby authorized to execute the Settlement Term Sheet substantially in the form presented to the governing body, together with such non-substantive modifications as may be approved by the Borough Attorney.

BE IT FURTHER RESOLVED that the Mayor, Borough Clerk, Borough Attorney, Borough Engineer, and all other appropriate Borough officials are hereby authorized to execute the Treatment Works Approval Applications, endorsements, consents, certifications, and any other documents necessary to implement the Settlement Term Sheet and the Amended Sewer Service Agreement.

BE IT FURTHER RESOLVED that the Borough Clerk is hereby authorized and directed to provide Toll NJ I, LLC with executed originals of this Resolution and the executed Treatment Works Approval consents in accordance with the deadlines established in the Settlement Term Sheet.

BE IT FURTHER RESOLVED that the Mayor, Borough Clerk, Borough Attorney, Borough Engineer, Chief Financial Officer, and all other appropriate Borough officials are hereby authorized to execute any additional documents and to take any actions necessary or appropriate to effectuate the intent and purpose of this Resolution, the Settlement Term Sheet, and the Amended Sewer Service Agreement.

BE IT FURTHER RESOLVED that 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 July 24, 2026.


Linda Louise Cervino, RMC
Municipal Clerk

MARTIN W. KAFAFIAN (NJ, NY, DC BARS)
ADOLPH A. ROMEI (NJ, NY BARS)
JOHN J. LAMB (NJ BAR)
ANTIMO A. DEL VECCHIO (NJ, NY, DC BARS)
ROBERT A. BLASS (NJ, NY BARS)
ARTHUR N. CHAGARIS (NJ BAR)
STEVEN A. WEISFELD (NJ, NY BARS)
RENATA A. HELSTOSKI (NJ, NY BARS)
DANIELE CERVINO (NJ, NY BARS)
ARTHUR M. NEISS (NJ, NY BARS)
DANIEL L. STEINHAGEN (NJ, NY BARS)
MARTIN R. KAFAFIAN (NJ, NY BARS)
JAMES V. ZARRILLO (NJ, NY BARS)
MATTHEW J. ROSS (NJ, NY, OH BARS)
BARBARA M. MARTIN (NJ, NY BARS)

OF COUNSEL

EMERY C. DUELL (NJ, NY BARS)



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GABRIELLA M. PASCARELLI (NJ, NY BARS)
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NICOLE A. SERELL (NJ, CT BARS)
GABRIELLE G. DRILLICH (NJ, NY BARS)
MAGGIE MINAS (NJ BAR)

RALPH J. PADOVANO (1935-2016)
JAMES R. BEATTIE (1935-2021)

Reply to New Jersey Office
Writer's Direct Access
Email: adelvecchio@beattielaw.com
Direct Dial and Fax: (201) 799-2107

July 22, 2026

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

**Re: Settlement Term Sheet
In the Matter of the Borough of Saddle River
Docket No. BER-L- 6120-15**

Dear Mr. Wiss:

This firm represents Toll NJ 1, LLC. ("Toll"), in the above-captioned matter involving the Borough of Saddle River ("SR"). This correspondence (the "Term Sheet") memorializes the key terms that will resolve (in part) Toll's position concerning SR's obligations pursuant to a Settlement Agreement ("SA") between SR and Fair Share Housing Center ("FSHC") dated February 10, 2020, in the above captioned matter. The terms are as follows:

1. SR and the Borough of Allendale ("Allendale") shall enter into an Amended Sewer Service Agreement ("Sewer Agreement") that memorializes Allendale's agreement to accept and transmit the effluent generated by Toll's two projects located in SR consisting of a combined total of 102 units of residential housing (collectively the "Toll Projects") located on Block 1402, Lots 23-25; Block 1603, Lots 1 and 2.01 and Block 1401, Lot 24 on the official tax Map of the Borough of SR, through Allendale's existing conveyance with a connection being made at either West Gate Road (option "A" attached as Exhibit "A") if Allendale has secured all easements (at Allendale's sole cost and expense) by July 31, 2026 or if the easement(s) has not been secured by July 31, 2026 at Boroline Road (option "B" attached as Exhibit "B"). SR and Allendale shall each respectively within seven (7) days of presentation by Toll endorse and return the TWA Applications for the Toll Projects. Thereafter, Toll intends to submit each TWA application to the Northwest Bergen County Utilities Authority for endorsement, then to the

Raymond R. Wiss, Esq.
July 20, 2026
Page 3

This Term Sheet shall be presented to the Borough of Allendale governing body for approval at its special Council meeting to occur on at their July 24, 2026.

Very truly yours,

/s/ Antimo A. Del Vecchio

Antimo A. Del Vecchio

Toll NJ I, LLC

By: _____
JOHN E. PECK,
DIVISION SR. VICE PRESIDENT

On behalf of the Borough of Allendale

Amy E. Wilczynski
AMY WILCZYNSKI, MAYOR
BOROUGH OF ALLENDALE

EXHIBIT “A”



10/17/12

100-443887-100

It is the policy of the FBI to make every effort to obtain the best possible quality of reproduction of documents received in evidence. It is the policy of the FBI to make every effort to obtain the best possible quality of reproduction of documents received in evidence.

VIA AIR MAIL

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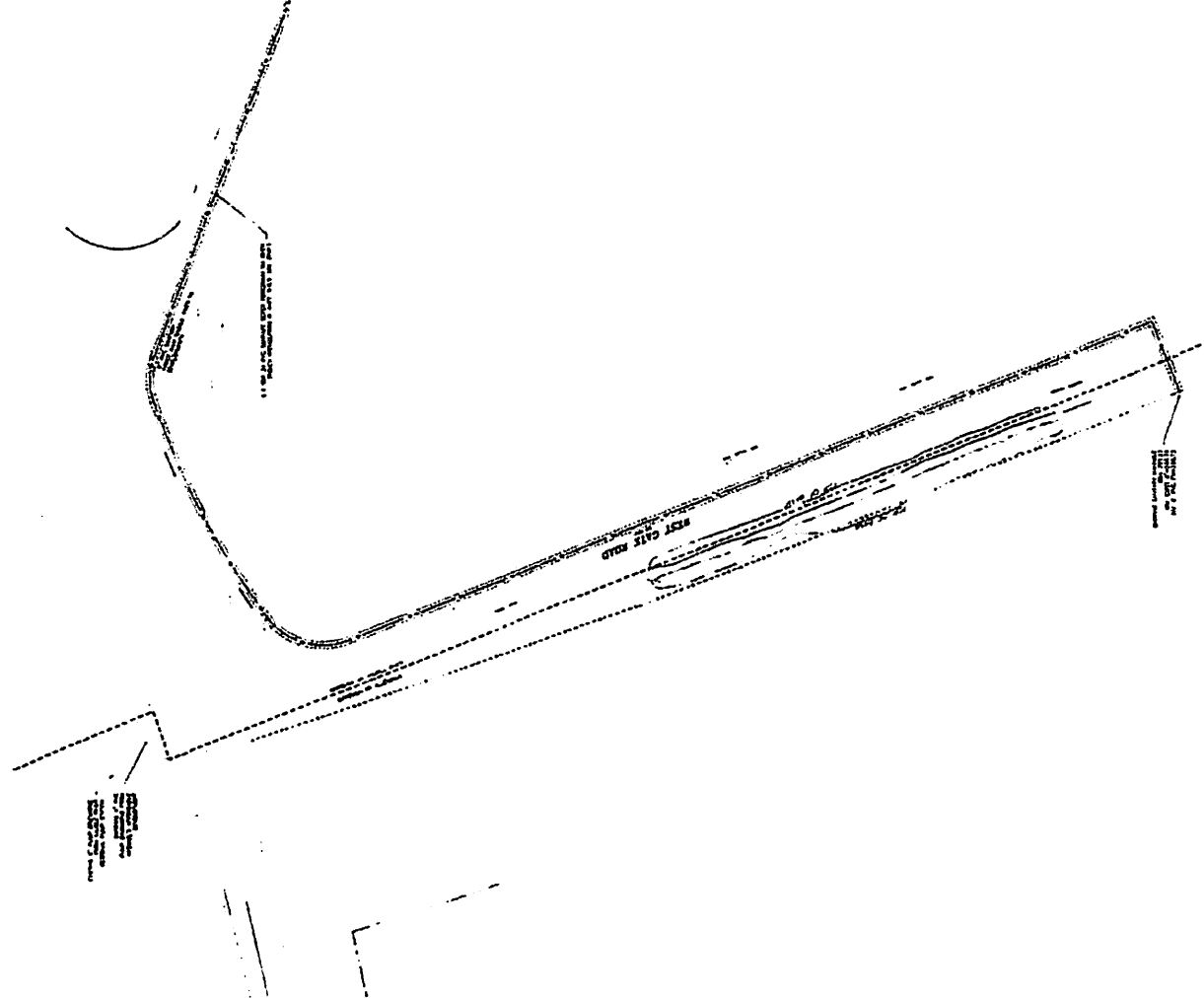
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EXHIBIT “B”

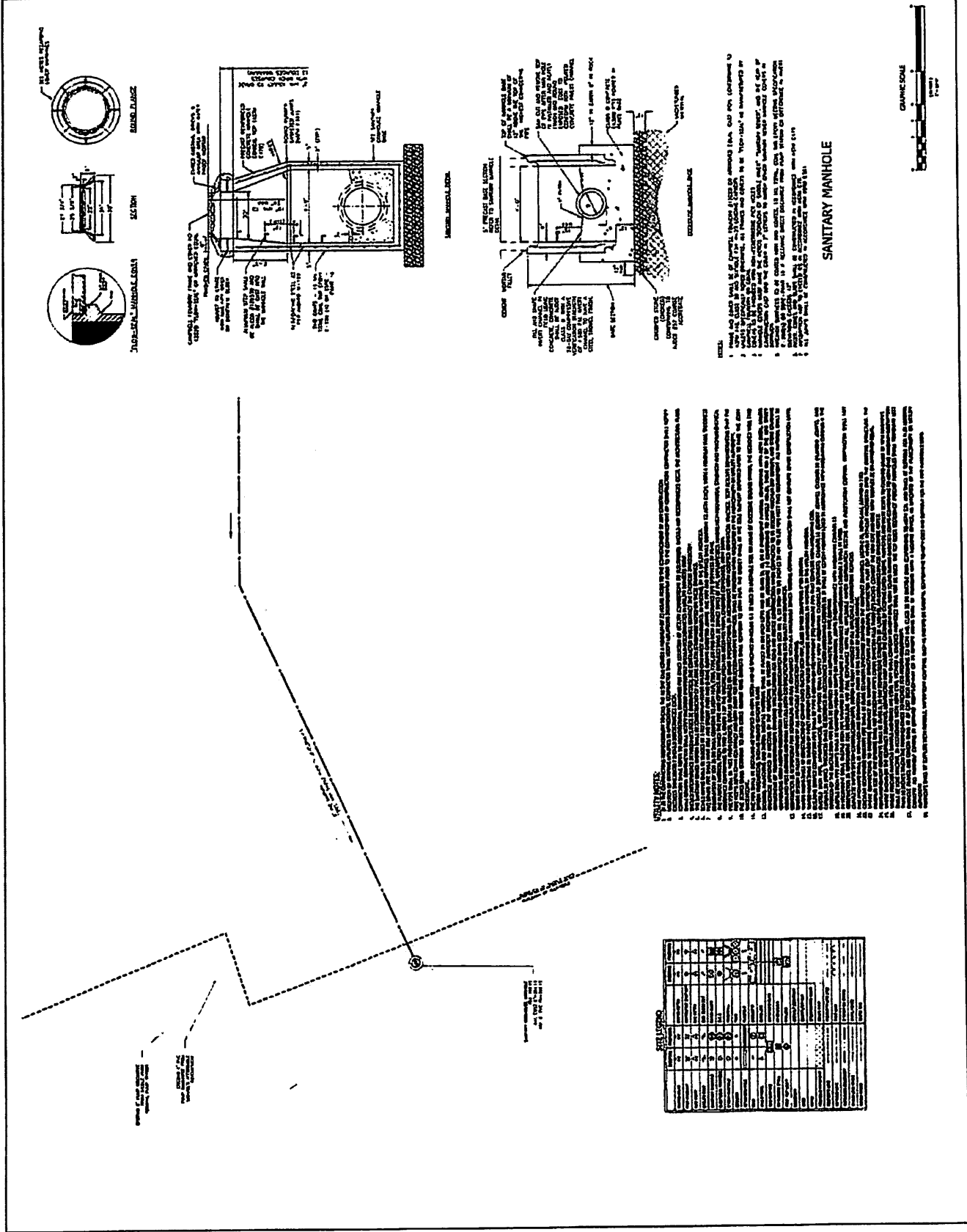


EXHIBIT “C”

SEWER CONNECTION AGREEMENT

THIS AGREEMENT ("Agreement") made as of this first day of June 2026, 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 "2025 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, on December 31, 2025, an agreement was entered into between Allendale and Saddle River to provide sanitary sewers for

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 (hereinafter referred to as the “2025 Agreement”); and

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 inclusionary affordable housing development project which is identified as Block 1603, Lots 1 and 2.01 (main parcel) 14 Algonquin Trail and 167 West Saddle River Road Block 1401, Lot 24 (Lot 24) 166 West Saddle River Road, and consisting of 48 multi-family dwelling units, 36 of which are proposed as market rate for sale units and 12 of which are proposed as deed restricted affordable for sale units (commonly known as the “Algonquin Property”); and

A planned inclusionary affordable housing development project which is identified as Block 1402, Lot 23 – 107 East Allendale Road, Block 1402, Lots 24 – 111 East Allendale Road, Block 1402, Lot 25 – 115 East Allendale Road and consisting of 54 multi-family units, consisting

of 46 market rate units and 8 deed restricted affordable units (commonly known as the “O’Donnell Property”).

WHEREAS, the foregoing projects are hereafter collectively referred to as the “Affordable Housing Development Projects”.

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 129,625 GPD noted in the “2025 Agreement” so as to provide for acceptance by Allendale of up to _159,550 GPD from Saddle River as follows:

Up to 13,725 GPD which will originate from the above noted Inclusionary Affordable Housing Project located on Lots 1 and 2.01, Block 1603 (the Algonquin Property); and

Up to 16,200 GPD which will originate from the above noted Inclusionary Affordable Housing Project on Lots 23, 24 and 25, Block 1402 (the O’Donnell Property); and

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 four development areas, may not exceed the respective individual GPD described in the immediately preceding sentence or total of 159,550 GPD. (See calculation, Exhibit "B" hereto).

In the event that the total flow from Saddle River to Allendale exceeds 159,550 GPD, 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 2025 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 2025 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 and epoxying 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-three and three tenths (83.3%) and Allendale's reasonable proportionate share for the Work is sixteen and seven tenths (16.7%). 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. The parties acknowledge that Allendale has received or will receive a payment from Toll Brothers which is intended to include Toll Brothers' (Toll) proportionate share of the Work (including but not limited to engineering, legal or other costs). Saddle River shall be entitled to a credit from Allendale for Toll's proportionate share of the Work in order to account to Toll's payment and Allendale shall not seek to collect from Saddle River for Toll's proportionate share of the Work. The Toll

Brothers projects are expected to generate 16,200 gpd for the O'Donnell Property and 13,725gpd for the Algonquin Property.

- 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. 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. Notwithstanding anything herein to the contrary, Allendale shall not seek to charge a "Permit and Inspection Fee" based upon the number of Units, but rather it shall be based upon the number of connections.
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 Projects”, 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. Any payment made by Saddle River shall be without prejudice to its rights to contest such invoice or billing. 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 the Borough Administrators are unable to resolve any dispute, the Parties retain all rights they may have. In the event either party to this Agreement files suit to enforce the terms, rights and obligations herein, the prevailing party shall be entitled to be reimburse the non-prevailing party 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, manholes, meter pits and meters 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 Projects.

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 Clerk

ATTEST:

Borough Clerk

BOROUGH OF ALLENDALE

By: Amy E. Wilczynski

Mayor

BOROUGH OF SADDLE RIVER

By: _____

Mayor

EXHIBIT B

Saddle River and Allendale Sewer Calculations

PLANNED UNIT DEVELOPMENT SITE (SR TRIANGLE PROPERTY)

Flow Criteria per NJAC 7:14A-23.3

Marriott Residence Inn

Type of Establishment	No of Units	Measurement Unit	Gallons Per Day
48 Unit Building		GPD Unit	Total GPD
1 Bedroom Units	42	75	3150
2 Bedroom Units	6	150	900
60 Unit Building			
1 Bedroom Units	48	75	3600
2 Bedroom Units	12	150	1800
66 Unit Building			
1 Bedroom Units	54	75	4050
2 Bedroom Units	12	150	1800
SF			
Gatehouse (offices/mtg rooms)	6650	0.1	665
Total Marriott Residence Inn =			15,965 GPD

Affordable Housing (76 Units)

Senior (Age Restricted)	No of Units	GPD Unit	Total GPD			
1 Bedroom Units	10	110	1100			
2 Bedroom Units	8	170	1360			
3 Bedroom Units	1	225	225	2,685	GPD	Senior
Non Age Restricted						
1 Bedroom Units	10	150	1500			
2 Bedroom Units	35	225	7875			
3 Bedroom Units	12	300	3600	12,975	GPD	Non Senior
Total Affordable Housing (76 Units) =			15660			

Brighton Gardens Assisted Living Facility

No of Beds	GPD Unit	Total GPD
120	100	12,000
Total Brighton Gardens Assisted Living Facility =		12,000

Avalon Bay (275 Units)

	GPD Unit	Total GPD	
1 Bedroom Units	125	18750	
2 Bedroom Units	112	25200	
3 Bedroom Units	38	11400	
		55,350	Total AVB
		98,975	Total PUD

TMO Developments

TMO 1 Choctaw	See separate PSS calculation	25850	GPD
TMO 2 (42 Units Age Restricted)			
1 Bedroom Units	39	110	4290
2 Bedroom Units	3	170	510
Total (both developments) =		30,650	Total TMO1 and TMO2

Toll Brothers Developments

E Allendale Road				
3 Bedroom Units	54	300	16200	
Algonquin Trail				
2 Bedroom Units	9	225	2025	
3 Bedroom Units	39	300	11700	
Total (both developments) =			29925	Total EAR and Algonquin
PUD Total, TMO Projects and Toll Projects (GPD) =			159550	A

Allendale Flows (per Allendale Engineer) C

32,100 GPD

Total Flows (A+C) = 191,650

Projected Percentages PUD and TMO1 and TMO2

	Allendale	Saddle River
Total	16.7%	83.3%

R 6 27 2026