

**BOROUGH OF WOODCLIFF LAKE
MAYOR AND COUNCIL MINUTES
MARCH 16, 2026
6:00 PM CLOSED SESSION
7:00 PM OPEN SESSION**

CALL TO ORDER

Notice of this meeting in accordance with the "Open Public Meetings Law, 1975, C. "231" was posted at Borough Hall and two newspapers, The Record and The Ridgewood News, were notified.

ROLL CALL

Mayor Rendo asked for a roll call. Council members Bonanno, Brodsky, Margolis, Marsh, Pollack and Stern were present. John Schettino, Borough Attorney, Tomas Padilla, Borough Administrator and Debbie Dakin, Borough Clerk were present as well.

PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

MOMENT OF SILENCE

Joseph Cappello
Thomas Ivancich

APPROVAL OF MINUTES

MOTION to approve the Minutes of February 19, 2026, was made by Councilwoman Marsh, second by Councilwoman Brodsky and approved by Councilwoman Brodsky, Councilwoman Margolis, Councilwoman Marsh, Councilman Pollack and Council President Stern. Councilman Bonanno abstained since he was absent.

PUBLIC COMMENT

(limited to 3 minutes per speaker)

MOTION to open to the public was made by Councilwoman Brodsky, second by Councilman Pollack and unanimously approved.

Thomas Fraser, Woodcliff Lake, stated that he was at the last Mayor and Council meeting and would like to know if there is any new information regarding outdoor lighting. Councilman Pollack stated that we are reviewing potential changes to our Ordinance and we should have something for the next meeting.

MOTION to close to the public was made by Councilwoman Marsh, second by Councilman Bonanno and unanimously approved.

Clerk Dakin stated that she received several emails from Skip Dolan dated February 24, 2026, and two on March 12, 2026, requesting that she forward these messages to the Mayor and Council and to make it part of the meeting minutes. The subject of Mr. Dolan's email was to provide a history of BMW Tax Litigation. Clerk Dakin did forward the emails and attachments to Mayor and Council and is now making this a part of the minutes.

CERTIFICATE OF APPRECIATION – DPW

Mayor Rendo stated that he wanted to thank our DPW for your outstanding work all the time but especially during the snowstorms.

PROCLAMATIONS

Irish American Heritage Month
Women's History Month
March 15 – Day to Combat Islamophobia

ORDINANCES

Public Hearing Ordinance No. 26-01
An Ordinance to Fix the Compensations of Certain Officers and Employees of
the Borough of Woodcliff Lake, County of Bergen and State of New Jersey

MOTION to adopt Ordinance No. 26-01 was made by Councilwoman Marsh, second by Councilman Pollack.

MOTION to open to the public was made by Councilman Pollack, second by Councilwoman Marsh and unanimously approved.

No Comments.

MOTION to close to the public was made by Councilman Pollack, second by Councilwoman Marsh and unanimously approved.

MOTION to adopt Ordinance No. 26-01 was made by Councilwoman Marsh, second by Councilman Pollack and approved by Councilman Bonanno, Councilwoman Brodsky, Councilwoman Margolis, Councilwoman Marsh, Councilman Pollack and Council President Stern.

Wendy Quiroga, Esq. and Dan Hauben were present to give a brief synopsis of the Ordinances that will be voted on tonight for adoption regarding Affordable Housing.

Ms. Quiroga stated that by way of a brief background, the Borough did participate in the program as it was created by the Amended Fair Share Housing Act which requires a Resolution of the number back in January 2025 adopting a Housing Element and Fair Share Housing Plan on or before June 30th. We received two challenges to that plan. One was from Fair Share Housing Center, and the other one was from the owner of 100 Tice. The Borough participated in substantial mediation and went through the program and came to a Settlement Agreement with Fair Share Housing Center as that settlement agreement has recently been approved by the court and an order was entered. In the interim, the Borough has also forwarded an Amended Housing Plan which sets forth that plan. On the Agenda tonight there are quite a few Ordinances which implement that housing plan, including some new sites. There is also an Ordinance that is repealing and replacing the Affordable Housing Regulations. There are also some Resolutions implementing the plan.

Mr. Hauben stated that the Land Use Board just adopted an Amendment to the plan, so we are asking the Mayor and Council to endorse the adopted plan. The major difference between this plan and the previous plan adopted are the zoning for 100 Tice and the 240 Broadway property that was originally approved for a smaller number of units. We also found 4 extra units from 230 Broadway that we were able to count toward this round.

Mr. Padilla stated that he just wanted to confirm that Ms. Quiroga will be filing that plan this evening after the meeting since the deadline was yesterday, but it was a Sunday, so we have until the end of day to file. Ms. Quiroga stated that she will be filing after the meeting tonight.

Public Hearing Ordinance No. 26-02
Affordable Housing Development Fees

MOTION to adopt Ordinance No. 26-02 was made by Councilwoman Marsh, second by Councilman Bonanno.

MOTION to open to the public was made by Councilman Pollack, second by Councilwoman Margolis and unanimously approved.

No Comments.

MOTION to close to the public was made by Councilman Pollack, second by Councilwoman Marsh and unanimously approved.

MOTION to adopt Ordinance No. 26-02 was made by Councilwoman Marsh, second by Councilman Bonanno and approved by Councilman Bonanno, Councilwoman Brodsky, Councilwoman Margolis, Councilwoman Marsh, Councilman Pollack and Council President Stern.

Public Hearing Ordinance No. 26-03
An Ordinance to Repeal and Replace Chapter 380, Article V, "Development and Management of Low- and Moderate-Income Housing" in Accordance with Updated Rules at N.J.A.C. 5:80-26.1 et seq. and N.J.A.C. 5:99-1 et seq.

MOTION to adopt Ordinance No. 26-03 was made by Councilwoman Marsh, second by Council President Stern.

MOTION to open to the public was made by Councilman Pollack, second by Councilwoman Margolis and unanimously approved.

No Comments.

MOTION to close to the public was made by Councilman Pollack, second by Councilwoman Marsh and unanimously approved.

MOTION to adopt Ordinance No. 26-03 was made by Councilwoman Marsh, second by Council President Stern and approved by Councilman Bonanno, Councilwoman Brodsky, Councilwoman Margolis, Councilwoman Marsh, Councilman Pollack and Council President Stern.

Public Hearing Ordinance No. 26-04
An Ordinance Creating the Affordable Housing Overlay 4 Zone District on Block 301, Lot 3.05

MOTION to adopt Ordinance No. 26-04 was made by Councilwoman Brodsky, second by Councilwoman Marsh.

MOTION to open to the public was made by Councilman Pollack, second by Councilwoman Margolis and unanimously approved.

No Comments.

MOTION to close to the public was made by Councilman Pollack, second by Councilwoman Marsh and unanimously approved.

MOTION to adopt Ordinance No. 26-04 was made by Councilwoman Brodsky, second by Councilwoman Marsh and approved by Councilman Bonanno, Councilwoman Brodsky, Councilwoman Margolis, Councilwoman Marsh, Councilman Pollack and Council President Stern.

Public Hearing Ordinance No. 26-05
An Ordinance Amending the Code of the Borough of Woodcliff Lake to Establish An Affordable Housing Set Aside for the THO-II Townhome Overlay District

MOTION to adopt Ordinance No. 26-05 was made by Councilwoman Marsh, second by

Councilwoman Brodsky.

MOTION to open to the public was made by Councilman Pollack, second by Councilwoman Margolis and unanimously approved.

No Comments.

MOTION to close to the public was made by Councilman Pollack, second by Councilwoman Marsh and unanimously approved.

MOTION to adopt Ordinance No. 26-05 was made by Councilwoman Marsh, second by Councilwoman Brodsky and approved by Councilman Bonanno, Councilwoman Brodsky, Councilwoman Margolis, Councilwoman Marsh, Councilman Pollack and Council President Stern.

Public Hearing Ordinance No. 26-06
 An Ordinance of the Borough of Woodcliff Lake, Bergen County, Adopting
 the Block 2601, Lots 15, 16 and 17 Redevelopment Plan

MOTION to adopt Ordinance No. 26-06 was made by Councilwoman Marsh, second by Councilwoman Brodsky.

MOTION to open to the public was made by Councilman Pollack, second by Councilwoman Margolis and unanimously approved.

No Comments.

MOTION to close to the public was made by Councilman Pollack, second by Councilwoman Marsh and unanimously approved.

MOTION to adopt Ordinance No. 26-06 was made by Councilwoman Marsh, second by Councilwoman Brodsky and approved by Councilman Bonanno, Councilwoman Brodsky, Councilwoman Margolis, Councilwoman Marsh, Councilman Pollack and Council President Stern.

Public Hearing Ordinance No. 26-07
 An Ordinance of the Borough of Woodcliff Lake, Bergen County, Adopting The
 Block 301, Lot 3.04 Redevelopment Plan

MOTION to adopt Ordinance No. 26-07 was made by Councilwoman Marsh, second by Councilwoman Brodsky.

MOTION to open to the public was made by Councilman Pollack, second by Councilwoman Margolis and unanimously approved.

No Comments.

MOTION to close to the public was made by Councilman Pollack, second by Councilwoman Marsh and unanimously approved.

MOTION to adopt Ordinance No. 26-07 was made by Councilwoman Marsh, second by Councilwoman Brodsky and approved by Councilman Bonanno, Councilwoman Brodsky, Councilwoman Margolis, Councilwoman Marsh, Councilman Pollack and Council President Stern.

Introduction Ordinance No. 26-08
 An Ordinance Amending Chapter 380, Section 66.2, "AHO4 Affordable Housing Overlay Zone"

MOTION to introduce Ordinance No. 26-08 was made by Councilwoman Brodsky, second by Council President Stern and approved by Councilman Bonanno, Councilwoman Brodsky, Councilwoman Margolis, Councilwoman Marsh, Councilman Pollack and Council President Stern.

MAYOR'S REPORT

Mayor Rendo stated that he wants to thank Councilwoman Marsh, Council President Stern, Wendy, Dan, the Administrator and the entire team for Affordable Housing. Early on when this quagmire came to our front steps, we took the position of working with Fair Share Housing and the objectors that came before us to try and limit the size and scope of development and bring it down as much as possible for the benefit of our residents. We took a different path than some of our neighboring communities because we felt it was best for Woodcliff Lake taking that strategy and working together with Fair Share Housing and developers. We managed to produce a good plan. Mayor Rendo also thanked the Council for keeping Exit 171 closed because we knew what was coming down the pike with these developments. There was a lot of work on this, and our experts worked hard on this. The fact that we are going to get immunity speaks volume for this Council and our experts.

Mayor Rendo stated that he had a resident contact him regarding the new park. After the snowstorms, our sidewalks around the park took a hit. We are looking at the sidewalks now and hopefully going to replace them. The dead trees will be replaced.

COUNCIL MEMBERS' REPORTS

Councilman Bonanno stated that he and Councilwoman Margolis are working on the Chamber of Commerce. They had a great meeting today and over the next couple of months we should start to receive some results, and we can share with everybody. We think the Chamber will be a big asset to the town.

Councilwoman Brodsky stated that she has a couple of things with the high school and the Valley Coalition. The Pascack Hills Players will be presenting the Adams Family this week. The QR code could be found on our social media sites for anyone who wants to buy tickets. On March 18th via

zoom the PFA is hosting a discussion on Navigating the Transition from Middle School to High School. That is always a tough transition, and it is going to be very informative. The Hills Valley Coalition on April 8th, Protecting our Kids from the Many Dangers on Social Media. Many events that parents should take advantage of.

Good news on the Community Garden – we are sold out. We are still taking names on the waiting list if anyone is still interested. We will be starting a clean up at the end of March.

The Community App – we were waiting for Recycle Coach to be added, and she believes that it is now live. Just some minor details so we hopefully could launch the Community App shortly. Councilwoman Brodsky stated that you would be able to access all the information from our website on your phone.

A few upcoming events – Our Easter Egg Hunt will take place on March 21st at our new park and is sponsored by Our Lady Mother of the Church. In case of rain, it will be moved to the Tice Senior Center. Springfest will be on Saturday, May 16th. We look forward to more vendors than last year and a great lineup on the music end. Woodcliff Wednesdays are back. We added two weekends so it will be a longer time span. All bands that we have will be catered to people of all ages. Camp, pool and tennis registrations are all open. The information can be found on our website. The newsletter will be posted shortly. We are doing a logo contest for the 250th Anniversary for our residents. The deadline is March 27th.

Councilwoman Margolis stated that she wanted to add on Councilwoman Brodsky's logo contest that we are doing with all our neighboring towns so we would like to have ours be the nicest one. In terms of the 250th, we are working on events coming up around Memorial Day and July 4th with our neighboring partners. We do not have them all set yet, so we do not want to get carried away.

In terms of DPW, shredding is next weekend at the Ecology Center from 8-12 or until the truck is full. We have been getting some calls about potholes around town. If you would like to report it, please contact the DPW during business hours and leave a message. Calls for electronics – if it is without a microchip such as a microwave, it goes out on bulk day. If it is a computer, it must go to the ecology center. Congratulations to the many of the basketball teams.

Councilwoman Marsh stated that our next Planning Board meeting will be next Tuesday at 7PM at Borough Hall. Thanks to Council President Stern, Mayor Rendo, the Administrator, Wendy and Dan for all the work done for Affordable Housing. We have all been working together for years to do our Affordable Housing plans. We have taken the job very seriously and put in a lot of time and effort.

Councilman Pollack stated that he is happy to report that he has received notice from Chief Regula this afternoon that our 3 newest members of our police department have satisfied the requirements of their field training and are now fully operational and have completed the training period. We are now fully staffed. Following the situation in Michigan last weekend, we

received many calls from our residents concerned about safety for our many houses of worship in town. The police department, under the command of Chief Regula, have been in very close communication, as they always are, with all our clergy and stepping up patrols and supporting them with whatever they need to ensure that everyone can be safe.

The new fire truck that we ordered approximately four years ago is now being built.

From a finance perspective, Council President Stern, Councilman Bonanno and himself will be meeting again next week regarding the budget. They received additional information from our CFO and auditor to look at the latest figures.

We had our Department of Health meeting last week. The Rabies Clinic will take place on April 25th from 10-12 at Borough Hall.

Council President Stern stated that we have been working on the budget. As has been in the news, many of the school districts are being faced with a 32 percent increase on healthcare costs on top of 15 percent last year. Some of the things that we have done in the last couple of years have really helped to mitigate those increases including switching from the State Healthcare Plan to the BMED plan. But also, in the past round of PBA negotiations, we require all officers with classes of 2018 and beyond must be on the high-deductible plan and recently passed an Ordinance requiring all new Borough employees to also be on the same plan. Council President Stern thanked Wendy, Dan, Nikki, Administrator and Mayor for all the work that was done on the Affordable Housing plan. They have spent two plus years working on this. We were faced with 60 acres in this town that were becoming vacant which were developable. We were very smart on ways to mitigate the effects of that development, including requiring elevators, placement of bedrooms, bedroom count, requiring supportive housing and senior housing.

ENGINEER'S REPORT

(please see attached report)

ADMINISTRATOR'S REPORT

Administrator Padilla stated that DPW did some cold patches in the winter regarding potholes and you will see them out there soon addressing those needs. These storms really took a toll. The contractors should be coming back shortly to finish the train station project. The Werimus Pump Station project is ongoing. We were very fortunate with Millennium working with us to address this with FEMA. That pump station was impacted by Hurricane Ida, and the cost is about \$1.9 million. FEMA has obligated a number of \$1.4 million and 90 percent of that number they will cover. FEMA is in transition right now, so we are being cautious and working with our insurance carrier on that. The site is a lot larger than expected and many of us wanted to see. However, it is a pump station and a needed item. We are working with the contractor and engineer to shield it with landscaping and soften the view as much as we can.

CONSENT AGENDA

MOTION to approve the Consent Agenda was made by Councilman Pollack, second by Councilwoman Marsh and approved by Councilman Bonanno, Councilwoman Brodsky, Councilwoman Margolis, Councilwoman Marsh, Councilman Pollack and Council President Stern.

ADJOURNMENT

MOTION to adjourn was made by Councilwoman Brodsky, second by Councilman Pollack, and unanimously approved. The meeting was adjourned at 8:00 PM.

Respectfully submitted,



Deborah Dakin, RMC, CMR
Borough Clerk

CERTIFICATE OF RECOGNITION

PRESENTED TO

WOODCLIFF LAKE DEPARTMENT OF PUBLIC WORKS

DPW Superintendent: David Linko, DPW Foreman: Kevin Zink

Team Members: Evan Barboni, Andrew King, Brian Cannone, John D'Amico, Matthew Eckert, George Fusco, Jack Albanese, Dana Egbert, Kyle Tammen, and Nicholas Beutel

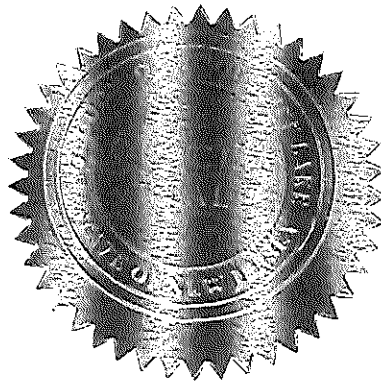
In recognition of your outstanding dedication, professionalism, and commitment to excellence in service to the community through the Department of Public Works. A big thank you to our team for the outstanding job clearing the snow! Your hard work, long hours, and dedication help keep our streets safe and our community moving, even in the toughest winter conditions. We truly appreciate the effort you put in – often behind the scenes and in the early hours – to make sure our town stays accessible and safe for everyone. Your hard work and contributions help maintain and improve the infrastructure, safety, and quality of life for our residents.

Your efforts and service are sincerely appreciated.

Awarded this 16th day of March 2026

Mayor Carlos Rendo

*Councilman Christopher Bonanno
Councilwoman Jennifer Margolis
Councilman Benjamin Pollack*



*Councilwoman Julie Brodsky
Councilwoman Nicole Marshs
Council President Josh Stern*

PROCLAMATION

WHEREAS, during Irish-American Heritage Month, we honor our Irish ancestors, all those who carry on their legacies, and the values that have always bound Ireland and the United States together.

WHEREAS, these values, including determination, decency, and dignity – have been passed down from generation to generation in families and have been grafted into the American character. For centuries, even during times of darkness and despair, hope has kept us marching forward toward a better future. It is what led so many of our Irish ancestors to leave the only place they had even called home and seek a new beginning in the United States. It is what drove generations of Irish immigrants to help build the foundations of America with grit and persistence, even as they endured discrimination and were denied opportunity.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Woodcliff Lake do hereby proclaim March 2026 as IRISH-AMERICAN HERITAGE MONTH.

Mayor Carlos Rendo

Councilman Christopher Bonanno
Councilwoman Jennifer Margolis
Councilman Benjamin Pollack

Councilwoman Julie Brodsky
Councilwoman Nicole Marsh
Council President Josh Stern



PROCLAMATION

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, American women have served our country courageously in the military; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

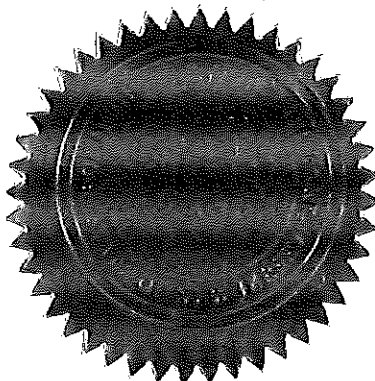
WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Woodcliff Lake that March is designated as "Women's History Month".

Mayor Carlos Rendo

Councilman Christopher Bonanno
Councilwoman Jennifer Margolis
Councilman Benjamin Pollack

Councilwoman Julie Brodsky
Councilwoman Nicole Marsh
Council President Josh Stern



PROCLAMATION

WHEREAS, Islam is the world's second largest religion, with 1.9 billion adherents, representing approximately 25 percent of the global population; and

WHEREAS, the first Amendment to the Constitution of the United States guarantees religious freedom to people of all faiths, ensuring the right to worship without fear or discrimination; and

WHEREAS, the 4.45 million Muslims in the United States, including over 300,000 in New Jersey, come from diverse racial, ethnic, and cultural backgrounds, contributing to the state's social, economic, and political landscape; and

WHEREAS, Muslim Americans in New Jersey have enriched our State through civic engagement, philanthropy, advocacy, business, education, and cultural contributions, embodying the values of peace, mutual understanding, and community service; and

WHEREAS, despite these contributions, incidents of Islamophobia – including hate crimes, discrimination, and anti-Muslim rhetoric- saw a 70 percent increase in the first half of 2024, threatening the safety, dignity and fundamental rights of Muslims; and

WHEREAS, the State of New Jersey launched the “No Hate in the Garden State” Campaign, a statewide campaign to raise public awareness about bias incidents and bias crimes, which target a protected status of the victim such as race, sex, gender, sexual orientation, or religion, through education, advocacy, and community engagement, with the goal of fostering understanding and mutual respect across New Jersey; and

WHEREAS, the perpetuation of Islamophobia undermines the principles of religious liberty, equality and inclusivity that define both our nation and our state, and has no place in a just and democratic society; and

WHEREAS, we must stand together as a community to reject Islamophobia and all forms of hate, bigotry, and violence.

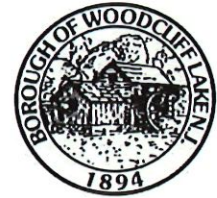
NOW, THEREFORE, BE IT RESOLVED, that I, Carlos Rendo, Mayor of the Borough of Woodcliff Lake, do hereby proclaim March 15, 2026 as The Day to Combat Islamophobia.

Mayor Carlos Rendo

Councilman Christopher Bonanno
Councilwoman Jennifer Margolis
Councilman Benjamin Pollack

Councilwoman Julie Brodsky
Councilwoman Nicole Marsh
Council President Josh Stern

MARCH ENGINEERS REPORT
BOROUGH OF WOODCLIFF LAKE
MARCH 10, 2026



1. Werimus Lane Pump Station Flood Resilient Improvements

Contract awarded to J.Fletcher Creamer and Sons for the amount of \$1,892,500.00. Preconstruction meeting was held January 21, 2025. JFC anticipates completing the majority of sitework by May 2026 at which point the site would be restored and landscaped followed by start-up, commissioning, and training of DPW once the remaining equipment is received. The estimated date for the Automatic Transfer Switch (ATS) and remaining equipment is July and we are working with JFC to expedite as much as possible. JFC Payment package #6 provided to Borough for processing.

2. Werimus Road/Woodcliff Avenue Pedestrian Improvements

Neglia prepared plans and details for proposed pedestrian improvements to enhance pedestrian safety at the Werimus Road/Woodcliff Avenue/Old Mill intersection consisting of striping, signage, ADA ramps, missing sidewalk connection for review and comment by Bergen County and Borough in accordance with our proposal and Resolution No. 25-244 dated August 18. Ordinance for new crosswalk on Woodcliff Avenue provided to Borough for adoption as required by Bergen County for the crossing. Neglia to incorporate into next bid package following Borough approval of the same.

3. MS4 Revised Municipal Stormwater Management Plan (MSWP), Revised Stormwater Pollution Prevention Plan (SPPP), Revised Stormwater Control Ordinance (SCO)

Per the NJDEP MS4 Municipal Stormwater Management Program requirements, the Borough of Woodcliff Lake must update their Stormwater Control Ordinance (SCO), Municipal Stormwater Management Plan (MSWP) and Stormwater Pollution Prevention Plan (SPPP) to be current with the NJDEP's latest requirements. This includes the recently adopted NJDEP's New Jersey's Protecting Against Climate Threats (NJPACT) Resilient Environment and Landscapes (REAL) Rules. These Rules were adopted on January 20, 2026. The Revised Stormwater Control Ordinance must be adopted and effective by January 29, 2027.

Neglia has provided a proposal to prepare the Revised Municipal Stormwater Management Plan (MSWP), Revised Stormwater Pollution Prevention Plan (SPPP), and Revised Stormwater Control Ordinance (SCO).

4. Broadway Corridor Streetscape Improvement Project (NJDOT MA-2024)

The Borough of Woodcliff Lake received a grant in the amount of \$233,364.00 from the NJDOT for the Broadway Corridor Streetscape Improvements Project (Prospect to Campbell) as per the November 1, 2023 NJDOT grant award letter. Neglia has completed the design and bid documents along with PSEG street lighting coordination and received NJDOT approval to bid. Bids were opened on March 5, 2025 and an award recommendation package recommending award of project to A.A. Berms has been provided to the Borough to meet the NJDOT grant extension award deadline. Contracts and pre-construction meeting to follow award of the project.

LYNDHURST

34 Park Avenue
PO Box 426
Lyndhurst, NJ 07071
p. 201.939.8805 f. 201.939.0846

MOUNTAINSIDE

200 Central Avenue
Suite 102
Mountainside, NJ 07092
p. 201.939.8805 f. 732.943.7249

5. West Hill Road (NJDOT MA-25) and Brookview Drive Roadway Improvements

The Borough of Woodcliff Lake received a grant in the amount of \$133,035.00 from the NJDOT for West Hill Road Improvements Project as per the November 13, 2024 grant award letter. Neglia completed plans and specifications for bidding included NJDOT pre-bid submissions for West Hill Road. Neglia met with DPW to add include the replacement of a compromised storm drain in Brookview Drive near the intersection of Colonial Avenue into the bid specifications. Plans approved by NJDOT and bids were opened on July 24, 2025. Project awarded to D&L Paving in the amount of \$542,132.02.11 for the Base Bid – West Hill Road (\$161,979.19) and Alternate Bid 1 – Brookview Drive (\$380,152.82). Change Order No. 1 for additional paving of Lyons Court and Stephen Court (\$76,704.32) was approved as per Resolution No 25-246. Pre-Construction meeting was held on 8/20/2025. Paving of West Hill Road, Stephen Court, Lyons Court, and Brookview Drive was completed. Punch list, NJDOT final inspection of West Hill, final payment and project closeout to be addressed.

6. Old Barn Site and Train Station Parking Lot

Bids were opened on June 26, 2025 and recommendation package recommending award of contractor to AJM Contracting in the amount of \$635,995.00 pending available funds, attorney review and Borough approval of the same. Pre-Construction meeting with Borough, NJ Transit, and Contractor was held on 8/7/2025. Milling and paving of the south parking lot across street was completed. Sitework, temporary paving and striping has been completed for re-opening of parking lot thru winter. Final paving, striping, landscaping and punch list to be completed in spring 2026.

7. Woodcliff Lake Tennis Courts

Preliminary Concept Plan and estimate was provided to the Borough for new courts, drainage, and associated sitework. We understand the Borough will be receiving a Bergen County Open Space grant agreement in the amount of \$80,704. A proposal for full engineering design, bidding and NJDEP permitting was provided to the Borough and resent following our meeting with the Borough to review the preliminary pricing obtained by the Borough from Vendors. Neglia is prepared to proceed with the design and the NJDEP pre-bid submissions once our proposal is approved/authorized by the Borough.

8. Digital Tax Maps

Neglia provided a proposal to the Borough for Surveying and GIS services to provide updated Digital Tax maps to meet all current NJ Regulations and Standards as requested.

9. Major Field Improvements

We understand the Borough is considering improvements to Major Field including but not limited to infield turf conversion, new backstop with possible relocation, new fencing, drainage improvements, new dugouts and associated site improvements and site restoration. Neglia completed the Survey and Scope of Work plans and provided to vendors for updated co-operative pricing for review by the Borough.

10. Year 2026 Municipal Paving Project

Neglia provided preliminary engineer's estimates for Hunter Ridge Road, Clairmont Road, Somerset Road, Woodcrest Drive (including sewer force main replacement) and Andrea Court for review as requested by the Borough. Borough to select and confirm roads to be paved and Neglia will provide a proposal for design, bidding, and construction administration services so that paving can be completed in the 2026 paving season.

11. Overlook Drive Section 1 & Section 2 Paving Project

The Borough of Woodcliff Lake received a NJDOT LA26 grant in the amount of \$172,747.00 for the Overlook Drive Section 1 paving project as per the November 17, 2025 grant award letter. Our engineer's estimate for Overlook Drive Section 1 (Springhouse to Saddle River Road) is approximately \$584,000 and our engineer's estimate for Overlook Drive Section 2 (Municipal border to Springhouse) is approximately \$470,000. We understand the Borough will be applying to the NJDOT for additional funding with the intention of bidding out section 1 and 2 simultaneously prior to the November 2027 NJDOT MA26 grant award deadline for Section 1.

We trust you will find the above in order. Should you have any questions or require additional information, please do not hesitate to contact the undersigned.

Respectfully submitted,
Neglia Group



Anthony Kurus, P.E., P.P., C.M.E.
For the Borough Engineer
Borough of Woodcliff Lake

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BOROUGH OF WOODCLIFF LAKE

ORDINANCE NO. 26-01

'AN ORDINANCE TO FIX THE COMPENSATIONS OF CERTAIN OFFICERS AND EMPLOYEES OF THE BOROUGH OF WOODCLIFF LAKE, COUNTY OF BERGEN AND STATE OF NEW JERSEY'

BE IT ORDAINED by the Mayor and Council of the Borough of Woodcliff Lake as follows pursuant to N.J.S.A. 40:48-1, 40:49-2, and 40A:9-165:

SECTION I. That the annual maximum base compensation to be paid to the following officers and employees of the Borough of Woodcliff Lake shall be fixed for the year 2026 as follows:

	SALARY RANGE	
	<u>MIN.</u>	<u>MAX.</u>
Mayor	4,550	10,000
Councilmembers	2,900	7,500

SECTION II. That the annual maximum base compensation to be paid to the following officers and employees of the Borough of Woodcliff Lake shall be for the year 2026 as follows:

	SALARY RANGE	
	<u>MIN.</u>	<u>MAX.</u>
<u>Administration</u>		
Administrator (FT)	90,000	170,000
Admin. Asst./Fire Prev Secretary	30,000	60,000
Admin. Asst./DPW/Floater	30,000	60,000
Summer Intern	NJS minimum wage/hour	18.00/hour
<u>Clerk</u>		
Borough Clerk/Office Manager/Registrar/ Safety Coordinator	85,000	140,000
<u>Building Dept</u>		
Construction Code Official (PT)	30,000	50,000
Tech. Assistant (FT)	30,000	50,000
Tech. Assistant (PT)	20,000	40,000
Property Maintenance Official(s) (PT)	20,000	50,000
Construction Supervisor (PT/Salaried)	15,000	25,000
Building Sub code Official (PT/ Salaried)	12,000	25,000

Plumbing Sub code Official (PT/Salaried)	12,000	25,000
Electrical Sub code Official (PT/Salaried)	12,000	25,000
Fire I Sub code Official (PT/Salaried)	12,000	25,000
Mechanical Sub code Official (PT/Salaried)	12,000	25,000
Building Inspector (PT/Salaried)	12,000	25,000
Electric Inspector (PT/Salaried)	12,000	25,000
Plumbing Inspector (PT/Salaried)	12,000	25,000
Zoning Official (PT/Salaried)	12,000	25,000
Deputy Zoning Official (PT/Salaried)	5,000	10,000

Land Use Board Administrator	46,000	65,000
Land use Board Secretary (up to 20 meetings)		5,000/annually

- Special Meetings (Over 20 meetings) \$250.00 per meeting
- Alternate Secretary \$250.00 per meeting

SALARY RANGE

MIN. _____ **MAX.**

Finance

Chief Financial Officer (PT)	25,000	55,000
Chief Financial Officer (FT)	55,000	95,000
Finance Clerk/Asst to CFO/Benefits (FT)	32,000	70,000
Finance Clerk/Purchasing (PT)	25,000	50,000
Tax Collector (FT)	42,600	66,000
Tax Collector (PT)	20,000	40,000
Deputy Tax Collector (PT)	10,000	20,000
Tax Assessor (PT)	20,000	40,000
QPA Stipend	5,000	10,000 annually

Fire Prevention

Fire Prevention Official (PT/Salaried)	25,000	55,000
Fire Prevention Inspectors	25.00/hour	40.00/hour

SALARY RANGE

MIN. _____ **MAX.**

Additional Stipends

Deputy Registrar	2,000	4,000 annually
Board of Health Secretary	3,000	6,000 annually
Website Administrator/Social Media	3,000	6,000 annually
Affordable Housing Liaison	2,000	4,000 annually
Deputy Fire Prevention Official	2,000	3,000

SECTION III. Public Safety. That the annual maximum base compensation to be paid to the following officers and employees of the Borough of Woodcliff Lake shall not exceed the following amounts for the year 2026.

	SALARY RANGE	
	MIN.	MAX.
Police Chief	175,000	252,000
Captain	160,000	230,000
Admin. Asst./ Matron	30,000	60,000
Admin. Asst./Matron (P/T)	25.00/hour	35.00/hour
Emergency Mgmt. (OEM) Coordinator (P/T)	10,000	20,000
Deputy OEM Coordinator (P/T)	2,000	4,000
School Crossing Guards (P/T)	20.00/hour	30.00/hour
SLEO Class II	20.00/hour	30.00/hour
SLEO Class III	35.00/hour	45.00/hour

SECTION IV. Department of Public Works. That the annual maximum base compensation to be paid to the following officers and employees of the Borough of Woodcliff Lake shall not exceed the following amounts for the year 2026.

	SALARY RANGE	
	MIN.	MAX.
Superintendent	90,000	160,000
Foreman	85,000	125,000
DPW All Other F/T	48,000	95,000

DPW Step Guide:

Employees are hired at Step 1 or 1A and move to the next step on the yearly anniversary of their hire date.

- Step 1 (Entry) 48,000
- Step 1A (w/CDL)* 50,000
- Step 2 54,000
- Step 3 58,000
- Step 4 62,000
- Step 5 66,000
- Step 6 70,000
- Step 7 74,000
- Step 8 78,000
- Step 9 82,000
- Step 10 86,000

After reaching Step 10 Employee is subject/entitled to any yearly raise that may be approved by the Mayor & Council. Each step increase is effective upon the employee's yearly employment anniversary. The Borough reserves the right to hire staff starting at any Step level upon the recommendation of the

Superintendent and Borough Administrator, provided that said hire has prior experience documented. At no time shall anyone be hired at higher than Step 4. This does not apply to supervisory positions.

*CDL is defined as CDL Class B WITH Air Brakes. Employees MUST complete said certification by set date as a condition of their continued employment (Normally w/in 12 months of hire). Current Employees who do not possess the valid CDL Certification cannot advance to the next Step.

Stipends/Licenses – Annual Amount

To be paid quarterly providing the employee is in that role at the time and has met the requirements including any certifications/licenses for the position. Not Subject to Longevity and/or pension.

Recycling Coordinator	4,000 – 6,000
Deputy Recycling Coordinator	2,000 – 4,000
Sewer License Holder	2,500 - 6,000
Facilities Management (Main)	2,500 – 5,000
Facilities Management (Asst.)	1,500 – 3,000
Tree Truck (Main)	1,500 - 2,500
Tree Truck (Asst)	1,000 - 2,000
Mechanic	1,500 - 3,000

SALARY RANGE

<u>MIN.</u>	<u>MAX.</u>
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Seasonal/Stand-by/Hourly Employees

Ecology Lead	25.00/hour	37.00/hour
Ecology Assistant	18.00/hour	25.00/hour
Snow Plow Helper/Driver	25.00/hour	37.00/hour
Summer Help	NJS minimum wage/hour	25.00/hour
Leaves – Fall Help	NJS minimum wage/hour	25.00/hour
Senior Van Driver	25.00/hour	37.00/hour
Stand-By pay period		350.00/week
Lead Man – Designated on occasion at discretion of the DPW Supt		\$50/Day

SECTION V. Parks & Recreation. That the annual maximum base compensation to be paid to the following officers and employees of the Borough of Woodcliff Lake shall not exceed the following amounts for the year 2026:

SALARY RANGE

<u>MIN.</u>	<u>MAX.</u>
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Recreation Director	40,000	70,000
Co-Director – Summer Day Camp	6,500	8,500
Camp Counselor	NJS minimum wage/hour	16.50/hour

SECTION VI. Hourly Rate/miscellaneous compensation. That the rate of time employed for part time or temporary shall be no less than that set by the United States Department of Labor Fair Standards Act.

That the rate of overtime shall be computed at the rate of one and one-half (1-1/2) times the base salary hourly wage of the employee after 40 hours worked.

Any additional compensation must be approved by the Mayor and Council.

SECTION VII. Longevity. All full-time salaried employees hired prior to July 1, 2003 shall receive, in addition to the above base salary, the following:

STEP	LONGEVITY %	AFTER YEARS OF SERVICE
1	2	6
2	4	11
3	6	15
4	8	19
5	10	22
6	12	25
7	14 (CAP)	28

LONGEVITY IS NOT REFLECTED IN 2026 SALARIES ON APPLICABLE EMPLOYEES

SECTION VIII. Contracts. Any contracts or agreements, which have been duly authorized by the Mayor and Council, the terms and conditions of said agreements will be adhered to.

SECTION IX. That this ordinance shall be retroactive to January 1, 2026 upon passage and publication as required by law.

SECTION X. Unless expressly stated otherwise or required by law, this ordinance shall not create any rights that did not exist before this ordinance and this ordinance shall not be deemed to create any vacancies unless the law requires otherwise.

SECTION XI. All prior ordinances that are inconsistent with this ordinance are repealed. All ordinances are hereby amended to be consistent with this ordinance and all ordinances, including this one, shall be construed consistent with the express purpose of this ordinance.

SECTION XII. This ordinance shall be construed consistent with its purpose. Any ambiguities in this ordinance shall be construed in accordance with the purpose of this ordinance. If any part of this ordinance is invalidated by a court of competent jurisdiction, the remainder of this ordinance shall be saved to the full extent possible. This ordinance repeals provisions of the Borough Code only where stated herein; otherwise this ordinance is amendatory and supplementary to existing provision of the Borough Code.

SECTION XIII. This ordinance shall be codified as an amendment to the salary ordinance.

Borough of Woodcliff Lake
Bergen County, New Jersey

ORDINANCE NO. 26-02

ARTICLE X

Affordable Housing Development Fees

WHEREAS, In Holmdel Builder's Association v. Holmdel Borough, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, *et seq.*, and the State Constitution, subject to the adoption of Rules by the Council on Affordable Housing (COAH); and

WHEREAS, The Borough established an affordable housing trust fund and adopted a development fee ordinance at Article X, "Affordable Housing Development Fees" in Chapter 380 of the Borough Code on November 15, 1993, which was amended on November 4, 2009 to incorporate the amendments to the MLUL (N.J.S.A. 40:55D-8.1 through 40:55D-8.7) resulting from P.L. 2008, c. 46, Section 8., establishing the requirement to collect non-residential development fees; and

WHEREAS, The Borough development fee ordinance was most recently amended on October 16, 2023 in order to implement its amended Third Round Housing Element and Fair Share Plan; and

WHEREAS, NJDCA adopted NJAC 5:99 on November 20, 2025 replacing COAH regulations and supplementing N.J.S.A. 40:55D-8.1 through 8.7 with respect to the collection and spending of trust fund revenues pursuant to P.L. 2024, c.2., and the agreements with Fair Share Housing Center (FSHC) require the Borough to amend the development fee ordinance to reflect the new rules at 5:99; and

BE IT ORDAINED by the Mayor and Council of the Borough of Woodcliff Lake, Bergen County, New Jersey, that the Code of the Borough of Closter is hereby amended to include the following provisions regulating the collection and disposition of mandatory development fees to be used in connection with the Borough's affordable housing programs, as directed by the Superior Court and consistent with N.J.A.C. 5:99, *et seq.*, N.J.A.C. 5:80-26.1, *et seq.*, as amended and supplemented, and the New Jersey Fair Housing Act of 1985 as amended by P.L. 2024, c.2, as follows:

Section 1. Article X, "Affordable Housing Development Fees" in Chapter 380 of the Borough Code, is hereby repealed and replaced with the following:

§ 380-68. Purpose.

- A. This article establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with the New Jersey Fair Housing Act of 1985 as amended by P.L. 2024, c.2 (N.J.S.A. 52:27D-301 *et seq.*), the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), and N.J.A.C. 5:99, *et seq.* Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low, low- and moderate-income

housing in accordance with a Spending Plan approved through the Program, the Division of Local Planning Services within the Department of Community Affairs, or a court of competent jurisdiction.

B. Basic requirements.

- (1) This article shall not be effective until approved by the relevant jurisdiction.
- (2) The Borough of Woodcliff Lake shall not spend development fees until the Division, Program, or court of competent jurisdiction has approved a plan for spending such fees (Spending Plan).

§ 380-69. Definitions.

The following terms, as used in this article, shall have the following meanings:

“Administrative agent” means the entity, approved by the Division, responsible for the administration of affordable units in accordance with N.J.A.C. 5:99-7, and UHAC at N.J.A.C. 5:80-26.15.

“Affordability assistance” means the use of funds to render housing units more affordable to low- and moderate-income households and includes, but is not limited to, down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner’s association or condominium fees and special assessments, common maintenance expenses, and assistance with emergency repairs and rehabilitation to bring deed restricted units up to code, pursuant to N.J.A.C. 5:99-2.5.

“Affordable” means a sales price or rent within the economic means of a low- or moderate-income household, as defined in the UHAC as, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.7 and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.13.

“Affordable housing development” means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

“Affordable Housing Dispute Resolution Program” or “the Program” refers to the dispute resolution program established pursuant to N.J.S.A. 52:27D-313.2.

“Affordable Housing Monitoring System” or “AHMS” means the Department’s cloud-based software application, which shall be the central repository for municipalities to use for reporting detailed information regarding affordable housing developments, affordable housing unit completions, and the collection and expenditures of funds deposited into the municipal affordable housing trust fund.

“Affordable unit” means a housing unit proposed or developed pursuant to the Act, including units created with municipal affordable housing trust funds.

“Barrier-free escrow” means the holding of funds collected to adapt affordable unit entrances to be accessible in accordance with N.J.S.A. 52:27D-311a et seq. Such funds shall be held in a municipal affordable housing trust fund pursuant to N.J.A.C. 5:99-2.6.

“COAH” or the “Council” means the New Jersey Council on Affordable Housing established under the Fair Housing Act. This was eliminated by P.L. 2024, c2.

“Compliance certification” means the certification issued to the Borough by the Program pursuant to section 3 at P.L. 2024, c. 2, that provides the Borough immunity from exclusionary zoning litigation during the current round of present and prospective need and through July 1 of 4 the year the next round of affordable housing obligations begins, which is also known as a “judgment of compliance” resulting in an “order for repose.” “Compliance certification” shall include a judgment of repose granted in an action filed pursuant to section 13 at P.L. 1985, c. 222 (N.J.S.A. 52:27D-313).

“Construction” means new construction and additions, but does not include alterations, reconstruction, renovations, conversion, relocation, or repairs, as those terms are defined in the State Uniform Construction Code promulgated pursuant to the State Uniform Construction Code Act, P.L. 1975, c. 217 (N.J.S.A. 52:27D-119 et seq.).

“Developer” means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any building or other structure, or of any mining, excavation, or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission 5 may be required pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq

“Development fee” means money paid by a developer for the improvement of residential and non-residential property as permitted pursuant to N.J.S.A 52:27D-329.2 and 40:55D-8.1 through 40:55D-8.7 and N.J.A.C. 5:99-3.

“Division” means the Division of Local Planning Services within the Department of Community Affairs.

“Equalized assessed value” or “EAV” means the assessed value of a property divided by the current average ratio of assessed to true value for the Borough in which the property is situated, as determined in accordance with sections 1, 5, and 6 at P.L. 1973, c. 123 (N.J.S.A. 54:1-35a, 54:1-35b, and 54:1-35c). Estimates at the time of building permit may be obtained by the tax assessor using construction cost estimates. Final EAV shall be determined at project completion by the Borough assessor.

“Extension of expiring controls” means extending the deed restriction period on units where the controls will expire in the current round of a housing obligation, so that the total years of a deed restriction is at least 60 years.

“Fair share obligation” means the total of the present need and prospective need as determined by the Affordable Housing Dispute Resolution Program, or a court of competent jurisdiction.

“Fair share plan” means the plan or proposal, which may readily be adopted with accompanying ordinances and resolutions, pursuant to subsection f. of section 3 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) by which the Borough proposes to satisfy its obligation to create a realistic opportunity to meet its fair share of low- and moderate-income housing needs of its region and which details the affirmative measures the Borough proposes to undertake to achieve its fair share of low- and moderate-income housing, as provided in the municipal housing element, and addresses the development regulations necessary to implement the housing element, including, but not limited to, inclusionary requirements and development fees, and the elimination of unnecessary housing cost-generating features from the municipal land use ordinances and regulations.

“Firm and binding obligation” means a demonstration by a municipality, evidenced by documentation substantiating a legally enforceable agreement entered into by the municipality with a third party, sufficient proof of building or other permits, efforts concerning land acquisition or project development, or other documentation that demonstrates a commitment to spend trust fund monies in a manner consistent with the Act, the municipality’s fair share plan, the Act, an approved spending plan, and all applicable regulations. “Housing element” means the portion of the Borough’s master plan adopted in accordance with the Municipal Land Use Law (MLUL) at N.J.S.A. 40:55D-28.b(3) and the Act consisting of reports, statements, proposals, maps, diagrams, and text designed to meet the Borough’s fair share of its region’s present and prospective housing needs, particularly with regard to low- and moderate-income housing, which shall include the municipal present and prospective obligation for affordable housing, determined pursuant to subsection f. at N.J.S.A. 52:27D-304.1.

“Housing project” means a project, or distinct portion of a project, which is designed and intended to provide decent, safe, and sanitary dwellings, apartments, or other living accommodations for persons of low- and moderate-income; such work or undertaking may include buildings, land, equipment, facilities, and other real or personal property for necessary, convenient, or desirable appurtenances, streets, sewers, water service, parks, site preparation, gardening, administrative, community, health, recreational, educational, welfare, or other purposes. The term “housing project” may also be applied to the planning of the buildings and improvements, the acquisition of property, the demolition of existing structures, the construction, reconstruction, alteration, and repair of the improvements, and all other work in connection therewith.

“Housing region” means a geographic area established pursuant to N.J.S.A. 52:27D-304.2 for each round of low- and moderate-income housing obligations pursuant to the Act.

“Inclusionary development” means a residential housing development in which a substantial percentage of the housing units are provided for a reasonable income range of low- 8 and moderate- income households. “Judgment of compliance” or “judgment for repose” means a determination issued by the Superior Court approving the Borough’s fair share plan to satisfy its affordable housing obligation for a particular 10-year round.

“Inclusionary development” means a residential housing development in which a substantial percentage of the housing units are provided for a reasonable income range of low- and moderate- income households. “Judgment of compliance” or “judgment for repose” means a determination issued by the Superior Court approving a municipality’s fair share plan to satisfy its affordable housing obligation for a particular 10-year round. “Low-income household” means a household with a household income equal to 50 percent or less of the regional median income.

“Low-income housing” means housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 50 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

“Mixed use development” means any development that includes both a non-residential development component and a residential development component, and shall include developments for which: (1) there is a common developer for both the residential development component and the non-residential development component, provided that for purposes of this definition, multiple persons and entities may be considered a common developer if there is a contractual relationship among them obligating each entity to develop at least a portion of the residential or non-residential development, or both, or otherwise to contribute resources to the development; and (2) the residential and non-residential developments are located on the same lot or adjoining lots, including, but not limited to, lots separated by a street, a river, or another geographical feature.

“Moderate-income household” means a household with a household income in excess of 50 percent but less than or equal to 80 percent of the regional median income.

“Moderate-income housing” means housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to more than 50 percent but less than 80 percent of the median gross household income for households of the same size within the housing region in which the housing is located.

“Municipal affordable housing trust fund” means a separate, interest-bearing account held by the Borough for the deposit of development fees, payments in lieu of constructing affordable units on sites zoned for affordable housing, barrier-free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable

housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, and any other funds collected by the Borough in connection with its affordable housing programs, which shall be used to address municipal low- and moderate-income housing obligations within the time frames established by the Legislature and this chapter. As used in this chapter, "municipal affordable housing trust fund" shall also mean a "municipal development trust fund" and a "municipal development fee Trust fund."

"Municipal development fee ordinance" means an ordinance adopted by the governing body of the Borough that authorizes the collection of development fees.

"Municipal housing liaison" or "MHL" means an appointed municipal employee who is responsible for oversight and/or administration of the affordable housing units created within the Borough and oversight of the authorization of individuals being provided access to the AHMS.

"New construction" means the creation of a new housing unit under regulation by a code enforcement official regardless of the means by which the unit is created. Newly constructed units are evidenced by the issuance of a certificate of occupancy and may include new residences created through additions and alterations, adaptive reuse, subdivision, or conversion of existing space, and moving a structure from one location to another.

"Non-residential development" means: 1. Any building or structure, or portion thereof, including, but not limited to, any appurtenant improvements, which is designated to a use group other than a residential use group according to the State Uniform Construction Code, N.J.A.C. 5:23, promulgated to effectuate the State Uniform Construction Code Act, N.J.S.A. 52:27D-119 et seq., including any subsequent amendments or revisions thereto; 2. Hotels, motels, vacation timeshares, and child-care facilities; and 3. The entirety of all continuing care facilities within a continuing care retirement community which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A. 52:27D-330 et seq.

"Non-residential development fee" means the fee authorized to be imposed pursuant to N.J.S.A. 40:55D-8.1 through 40:55D-8.7.

"Order for repose" means the protection the Borough has from a builder's remedy lawsuit for a period of time from the entry of a judgment of compliance by the Superior Court. A judgment of compliance often results in an order for repose.

"Payment in lieu of constructing affordable units" means the payment of funds to the Borough by a developer when affordable units are not produced on a site zoned for an inclusionary development.

"Reconstruction" means any project where the extent and nature of the work is such that the work area cannot be occupied while the work is in progress and where a new certificate of occupancy is required before the work area can be reoccupied, pursuant to the Rehabilitation

Subcode of the Uniform Construction Code, N.J.A.C. 5:23-6. Reconstruction shall not include projects comprised only of floor finish replacement, painting or wallpapering, or the replacement of equipment or furnishings. Asbestos hazard abatement and lead hazard abatement projects shall not be classified as reconstruction solely because occupancy of the work area is not permitted.

“Regional contribution agreement” or “RCA” means a contractual agreement, pursuant to the Act, into which two municipalities voluntarily entered into prior to July 18, 2008, to transfer a portion of the Borough’s affordable housing obligation to another municipality within its housing region.

“Rehabilitation” means the repair, renovation, alteration, or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

“Residential development fee” means money paid by a developer for the improvement of residential property as permitted pursuant to N.J.S.A 52:27D-329.2 and N.J.A.C. 5:99-3.2.

“Spending plan” means a method of allocating funds contained in an affordable housing trust fund account, which includes, but is not limited to, development fees collected and to be collected pursuant to an approved municipal development fee ordinance, or pursuant to N.J.S.A. 52:27D-329.1 et seq., for the purpose of meeting the housing needs of low- and moderate-income individuals.

“UHAC” means the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80- 26.

“Very-low-income household” means a household with a household income less than or equal to 30 percent of the regional median income.

“Very-low-income housing” means housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 30 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

§ 380-70. Development fees.

A. Residential development fees.

(1) Imposed fees.

- (a)** Within all zone districts, all residential developers, except for developers of the types of developments specifically exempted below and developers of developments that include affordable housing, shall pay a fee of one and a half percent (1.5%) of the equalized assessed value for all new residential development provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase

in the equalized assessed value of the property due to the additional dwelling unit. When an increase in residential density has been permitted pursuant to a "d" variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a increased development fee of a maximum of 6% of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

- (2) Eligible exactions, ineligible exactions and exemptions for residential development.
- (a) Affordable housing developments and/or developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units, if permitted by ordinance or by agreement with the Borough of Woodcliff Lake, shall be exempt from the payment of development fees.
 - (b) Developments that have received preliminary or final site plan approval prior to the adoption of this article and any preceding ordinance permitting the collection of development fees shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval, necessitating an amended preliminary or a new preliminary approval pursuant to N.J.S.A. 40:55D-46.b and 40:55-48.b. . Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the Development Fee Ordinance in effect on the date that the construction permit is issued, regardless of the time of collection of the fee.
 - (c) Any repair, reconstruction or improvement of a structure, the cost of which is less than 50% of the market value of the structure before the improvement or repair is started shall be exempt from the payment of development fees. For purposes of this section, "market value" shall mean the equalized assessed value of the existing improvement as established by the Borough Tax Assessor. The cost of the repair, reconstruction or improvements shall be determined by an itemized construction cost estimate prepared and submitted to the Construction Official. The estimate shall be signed and sealed by an architect or professional engineer licensed by the State of New Jersey, or where no such professionals are retained, signed by the contractor or the homeowner. Where prepared by the homeowner or contractor, the Borough Engineer may review such estimates for accuracy. "Substantial improvement" is considered to commence when the first alteration of any wall, flow or other structural part of the building commences, whether or not the alteration affects the external dimensions of the structure. The term does not, however, include either:

[1] Any project for improvement of a structure to comply with existing state or

local building, fire, health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or

[2] Any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places but a development fee shall be charged for any new dwelling constructed as a replacement for a previously existing dwelling on the same lot that was or will be demolished, unless the owner resided in the previous dwelling for a period of one year or more prior to obtaining a demolition permit. Where a development fee is charged for a replacement dwelling, the development fee shall be calculated on the increase in the equalized assessed value of the new structure as compared to the previous structure.

(d) Structural alterations that do not increase gross floor area of a building or structure or increase the equalized assessed value of a property shall be exempted from paying a development fee.

(e) Nonprofit organizations constructing residential projects which have received tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code, providing current evidence of that status is submitted to the Municipal Clerk, together with a certification that services of the organization are provided at reduced rates to those who establish an inability to pay existing charges, shall be exempted from paying a development fee.

(f) Federal, state, county and local governments shall be exempted from paying a development fee.

(g) Residential structures demolished and replaced as a result of a fire, flood, or any natural disaster or catastrophe shall be exempt from paying any residential development fee, even if the new structure has an increased EAV as compared to the previous structure.

B. Non-residential development fees.

(1) Imposed fees.

(a) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots, or such other amount pursuant to the Statewide Non-Residential Development Fee Act, N.J.S.A. 40:55D-8.1 through 40:55D-8.7. Nonresidential developers, except for developers of the types of development specifically exempted below, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.

(b) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure,

i.e., land and improvements, and such calculations shall be made at the time the final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.

- (2) Eligible exactions, ineligible exactions and exemptions for nonresidential development.
 - (a) A developer of a mixed-use development shall be required to pay the non-residential development fee of 2.5% relating to the non-residential development component of a mixed-use development subject to the provisions at N.J.S.A. 52:27D-329.1 et seq., unless otherwise exempted below.
 - (b) Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required, pursuant to P.L. 2008, c. 46, as specified in the Form N-RDF, State of New Jersey Nonresidential Development Certification/Exemption Form. Any exemption claimed by a developer shall be substantiated by that developer.
 - (c) A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final Certificate of Occupancy for the non-residential development, whichever is later.
 - (d) If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the Borough of Woodcliff Lake as a lien against the real property of the owner.
 - (e) A fee equal to two-and-one-half percent of the increase in EAV, of the additions or alterations to existing structures to be used for non-residential purposes, or such other amount pursuant to the Non-Residential Development Fee Act, N.J.S.A. 40:55D-8.1 through 40:55D-8.7. All non-residential construction of buildings or structures on property used by churches, synagogues, mosques, and other houses of worship, and property used for educational purposes, that are tax-exempt pursuant to N.J.S.A. 54:4-3.6, shall be exempt from the imposition of a non-residential development fee pursuant to this section, provided that the property continues to maintain its tax exempt status pursuant to that statute for a period of at least three years from the date of issuance of the certificate of occupancy. In addition, the following shall be exempt from the imposition of a non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act, N.J.S.A. 40:55D-8.1 through 40:55D-8.7:
 - i. Parking lots and parking structures, regardless of whether the parking lot or parking structure is constructed in conjunction with a non-residential development, or whether the parking lot is developed as an independent non-residential development.

- ii. Any non-residential development that is an amenity to be made available to the public, including, but not limited to, recreational facilities, community centers, and senior centers that are developed in conjunction with, or funded by, a non-residential developer.
 - iii. Non-residential construction resulting from a relocation of, or an on-site improvement to, a nonprofit hospital or a nursing home facility.
 - iv. Projects that are located within a specifically delineated urban transit hub, as defined pursuant to N.J.S.A. 34:1B-208.
 - v. Projects that are located within an eligible municipality, as defined pursuant to N.J.S.A. 34:1B-208, the Urban Transit Hub Tax Credit Act, when a majority of the project is located within a one-half mile radius of the midpoint of a platform area for a light rail system.
 - vi. Projects determined by the New Jersey Transit Corporation to be consistent with a transit village plan developed by a transit village designated by the New Jersey Department of Transportation.
- (f) Non-residential construction connected with the relocation of the facilities of a for-profit hospital shall be subject to the fee authorized to be imposed pursuant to this section to the extent of the increase in equalized assessed valuation.

§ 380-71. Collection of fees.

A. Collection procedures.

- (1) Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority or entity shall notify or direct its staff to notify the Construction Official responsible for the issuance of a building permit.
- (2) For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF, State of New Jersey Nonresidential Development Certification/Exemption, to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the nonresidential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- (3) For residential developments, regardless of the time of collection or the date of approvals, the fee shall be based on the residential development fee percentage pursuant to the municipal ordinance in effect on the date that residential building permits are issued.
- (4) The Construction Official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.
- (5) Within 90 days of receipt of that notice, the Municipal Tax Assessor, based on the plans

filed, shall provide an estimate of the equalized assessed value of the development.

- (6) The Construction Official responsible for the issuance of a final certificate of occupancy shall notify the local Tax Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- (7) Within 10 business days of a request for the scheduling of a final inspection, the Borough Tax Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development in accordance with the rules adopted by the Treasurer pursuant to N.J.S.A. 54:1-35.35; calculate the development fee pursuant to N.J.S.A. 40:55D-8.1 through 40:55D-8.7; and thereafter notify the developer of the amount of the non-residential 30 development fee.
- (8) Should the Borough of Woodcliff Lake fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in N.J.S.A. 40:55D-8.6.b.
- (9) Except as provided in § 380-70B(1)(c) hereinabove, 50% of the initially calculated development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at the time of issuance of certificate of occupancy.

B. Appeal of development fees.

- (1) A developer may challenge residential development fees imposed pursuant to N.J.S.A. 52:27D-329.1 et seq. by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing, if possible, escrow account by the Borough of Woodcliff Lake. Appeals from a determination of the Board may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Any interest earned on amounts escrowed shall be credited to the prevailing party.
- (2) A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing, if possible, escrow account by the Borough of Woodcliff Lake. Appeals from a determination of the Director may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Any interest earned on amounts escrowed shall be credited to the prevailing party.

§ 380-72. Affordable Housing Trust Fund.

- A. A separate, interest-bearing Municipal Affordable Housing Trust Fund shall be maintained by the Borough chief financial officer for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with

extinguished controls.

- B. The following additional funds shall be deposited in the affordable housing trust fund and shall at all times be identifiable by source and amount:
- (1) Payments in lieu of on-site construction of a fraction of an affordable unit, where permitted by Ordinance or Agreement with the Borough of Woodcliff Lake;
 - (2) Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;
 - (3) Rental income from municipally operated units;
 - (4) Repayments from affordable housing program loans;
 - (5) Recapture funds;
 - (6) Proceeds from the sale of affordable units; and
 - (7) Any other funds collected in connection with the Borough of Woodcliff Lake's affordable housing program.
- C. The municipality shall provide the Division with written authorization, in the form of a tri-party escrow agreement(s) between the municipality, the Division and the financial institution in which the municipal affordable housing trust fund has been established to permit the Division to direct the disbursement of the funds as provided for in N.J.A.C. 5:99-2.1 et seq.
- D. Occurrence of any of the following deficiencies may result in the Division requiring the forfeiture of all or a portion of the funds in the municipal Affordable Housing Trust Fund:
- (1) Failure to meet deadlines for information required by the Division in its review of a development fee ordinance;
 - (2) Failure to commit or expend development fees within four years of the date of collection in accordance with N.J.A.C. 5:99-5.5;
 - (3) Failure to comply with the requirements of the Non-Residential Development Fee Act and N.J.A.C. 5:99-3;
 - (4) Failure to address the Division's conditions for approval of a plan to spend funds within the deadlines imposed by the Division;
 - (5) Failure to submit accurate monitoring reports pursuant to this subchapter within the time limits imposed by the Act, this chapter, and/or the Division;
 - (6) Expenditure of funds on activities not approved by the Program or the Division or otherwise permitted by law;
 - (7) Revocation of compliance certification or a judgment of compliance and repose;
 - (8) Failure of a municipal housing liaison or administrative agent to comply with the requirements set forth at N.J.A.C. 5:99-6, 7, and 8;
 - (9) Other good cause demonstrating that municipal affordable housing funds are not being

used for an approved purpose.

- E. N.J.A.C. 5:99-5.6, Enforcement, identifies the remedies available to the Division or a court of competent jurisdiction should any of the items above be found to have occurred.
- F. On or before February 15 of each year, the municipality shall provide annual electronic data reporting of trust fund activity for the previous year from January 1st to December 31st through the AHMS Reporting System. This reporting shall include an accounting of all Municipal Affordable Housing Trust Fund activity, including the sources and amounts of all funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, previously eligible payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income from municipally-owned affordable housing units, repayments from affordable housing program loans, interest and any other funds collected in connection with municipal housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

§ 380-73. Use of funds.

- A. The expenditure of all funds shall conform to a Spending Plan approved by Superior Court. Funds deposited in the municipal Affordable Housing Trust Fund may be used for any activity approved by the Court to address the fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market-to-affordable program; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost-saving and in accordance with accepted national or state standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by Superior Court and specified in the approved Spending Plan.
- B. Funds shall not be expended to reimburse the municipality or activities that occurred prior to the authorization of a municipality to collect development fees.
- C. At least a portion of all development fees collected, and interest earned shall be used to provide affordability assistance to very low-, low- and moderate-income households in affordable units included in the municipal Fair Share Plan. A portion of the development fees which provide affordability assistance shall be used to provide affordability assistance to very low-income households.
 - (1) Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.

- (2) Affordability assistance to households earning 30% or less of regional median household income by household size may include buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income. The specific programs to be used for very low-income affordability assistance shall be identified and described within the spending plan.
- D. The Borough of Woodcliff Lake may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including its programs for affordability assistance, in accordance with N.J.A.C. 5:96-18. Note: Former Ch. 96 of the New Jersey Administrative Code, Procedural Rules of the New Jersey Council on Affordable Housing for the Period Beginning on June 2, 2008, expired 6-2-2015 in accordance with N.J.S.A. 52:14b-5.1b.
- E. No more than 20 percent of all affordable housing trust funds, exclusive of those collected prior to July 17, 2008, to fund an RCA, shall be expended on administration.
- (1) Administrative expenses may include costs reasonably related to the determination of the fair share obligation and the development of a municipal housing element and fair share plan and may include fees necessary to develop or implement affordable housing programs, an affirmative marketing program, and/or expenses that are reasonably necessary for compliance with the processes of the Program, including, but not limited to, the costs to the municipality of resolving a challenge pursuant to the Program.
 - (2) Administrative expenses may also include costs associated with functions carried out in compliance with UHAC, including activities related to the marketing program and waitlist management, administering the placement of occupants in housing units, income qualification of households, monitoring the turnover of sale and rental units, preserving existing affordable housing, and compliance with the Division's monitoring requirements.
- F. The proportion of a municipal employee's salary related to the MHL or RCA administrator functions and fees for required educational programs, may be paid as an administrative expense from the municipal affordable housing trust fund. Development fees collected by the Borough shall be expended or committed for expenditure within four years of the date of collection. For the purposes of this section, funds are expended, or committed for expenditure, if one of the following standards has been met:
- (1) The funds have been spent on a housing activity in accordance with N.J.A.C. 5:99-2.3;
 - (2) The Division has been provided with an executed contract or legally enforceable agreement funding the implementation of an allowable housing activity in accordance with N.J.A.C. 5:99-2.3, and the following, as applicable: a municipal resolution or ordinance creating the affordable housing program, a policy and procedures manual, and completion of affordable housing trust fund and unit monitoring, indicating units completed or rehabilitated, or the Borough has otherwise demonstrated a firm and binding obligation to spend such funds in a manner consistent with addressing its respective affordable housing obligation;
 - (3) For affordability assistance expenses, the Division has been provided with the following: demonstration of a firm and binding obligation to spend such funds in a manner consistent

with addressing the affordability assistance obligation required by the Act or a municipal resolution or ordinance and an executed contract or agreement for expenses related to providing affordability assistance to existing low- and moderate-income households, a policies and procedures manual for any affordability assistance program executed by the Borough, and a contract with an administrative agent to carry out the program if applicable; or

- (4) For administrative expenses, the Division has been provided with the following: a municipal resolution or ordinance and an executed contract or agreement for expenses related to administering affordable housing.
- G. Emergent Affordable Housing Opportunities. Requests to expend affordable housing trust funds on emergent affordable housing opportunities not included in the municipal fair share plan shall be made to the Division and shall be in the form of a governing body resolution. Any request shall be consistent with N.J.A.C. 5:99-4.1.
 - H. Emergent Affordable Housing Opportunities. Requests to expend affordable housing trust funds on emergent affordable housing opportunities not included in the municipal fair share plan shall be made to the Division and shall be in the form of a governing body resolution. Any request shall be consistent with N.J.A.C. 5:99-4.1.

§ 380-74. Ongoing collections of fees.

- A. The ability of the Borough of Woodcliff Lake to impose, collect and expend development fees shall expire with the expiration of the repose period covered by its judgment of compliance unless the Borough of Woodcliff Lake has first filed an adopted Housing Element and Fair Share Plan with the Affordable Housing Dispute Resolution Program or filed a Declaratory Judgment with a court of competent jurisdiction, and has received compliance certification or a Judgment Of Compliance and has received approval of its Development Fee Ordinance from the entity that will be reviewing and approving the Housing Element and Fair Share Plan.
- B. If the Borough of Woodcliff Lake fails to renew its ability to impose and collect development fees prior to the expiration of its judgment of compliance, it may be subject to forfeiture of any or all funds remaining within its affordable housing trust fund. Any funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to Section 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320).
- C. The Borough of Woodcliff Lake shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its judgment of compliance, nor shall the Borough of Woodcliff Lake retroactively impose a development fee on such a development. The Borough of Woodcliff Lake also shall not expend any of its collected development fees after the expiration of its judgment of compliance.

§ 380-75. through § 380-77. (Reserved)

Section 2. If any section, paragraph, subsection, clause, or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

Section 3. Any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 4. To the extent that any portion of the Ordinance conflicts with or amends or modifies any provision of any other of the Borough' s development regulations, the conflicts shall supersede or amend or modify, as applicable, such development regulations and the zoning district map included in the Borough' s zoning ordinance shall be deemed amended accordingly.

Section 5. This Ordinance shall take effect upon passage and publication in accordance with applicable law.

ORDINANCE NO. 26-03

AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 380, ARTICLE V, "DEVELOPMENT AND MANAGEMENT OF LOW- AND MODERATE-INCOME HOUSING" IN ACCORDANCE WITH UPDATED RULES AT N.J.A.C. 5:80-26.1 ET SEQ. AND N.J.A.C. 5:99-1 ET SEQ.

WHEREAS, the State of New Jersey has adopted an Amended Fair Housing Act at P.L. 2024, c. 2 (A4) which provides new Fourth Round affordable housing fair share requirements for each municipality; and

WHEREAS, the State has adopted new Fourth Round substantive affordable housing regulations at N.J.A.C. 5:99; and

WHEREAS, The New Jersey Department of Community Affairs (DCA) and the Housing and Mortgage Finance Agency (NJHMFA) have adopted new Uniform Housing and Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq; and

WHEREAS, in order to maintain compliance with said state regulations regarding affordable housing, the Borough of Woodcliff Lake (the "Borough") must amend certain sections of the Borough Code; and

WHEREAS, Article V, "Development and Management of Low- and Moderate-Income Housing, within Chapter 380 contains requirements for affordable housing provisions based on previous COAH regulations; and

NOW, THEREFORE, BE IT ORDAINED, by the Borough Council of the Borough of Woodcliff Lake, County of Bergen, State of New Jersey, that Article V of Chapter 380 in the Borough Code is hereby repealed and replaced as follows:

380-15. Introduction & Applicability

- A. This section of the Code sets forth regulations regarding the very low-, low- and moderate-income housing units in the Borough of Woodcliff Lake consistent with the provisions outlined in P.L 2024, Chapter 2, including the amended Fair Housing Act ("FHA") at N.J.S.A. 52:27D-301 et seq., as well as the Department of Community Affairs, Division of Local Planning Services ("LPS") at N.J.A.C. 5:99 et seq., statutorily upheld existing regulations of the now-defunct Council on Affordable Housing ("COAH") at N.J.A.C. 5:93 and 5:97, the Uniform Housing Affordability Controls ("UHAC") at N.J.A.C. 5:80-26.1 et seq., and as reflected in the adopted municipal Fourth Round Housing Element and Fair Share Plan ("HEFSP").
- B. This Ordinance is intended to ensure that very low-, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very low-, low- and moderate-income households shall occupy these units pursuant to statutory requirements. This Ordinance shall apply to all inclusionary developments, individual affordable units, and 100% affordable housing developments except where

inconsistent with applicable law. Low-Income Housing Tax Credit financed developments shall adhere to affirmative marketing and random selection procedures set forth in UHAC

- C. The Woodcliff Lake Land Use Board has adopted a HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan describes the ways the Borough shall address its fair share of very low-, low- and moderate-income housing as approved by the Superior Court and documented in the Housing Element.
- D. This Ordinance implements and incorporates the relevant provisions of the HEFSP and addresses the requirements of P.L. 2024, Chapter 2, the FHA, N.J.A.C. 5:99, NJ Supreme Court upheld COAH regulations at N.J.A.C. 5:93 and 5:97, and UHAC at N.J.A.C. 5:80-26.1, as may be amended and supplemented.
- E. Applicability
 - (1) The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that are proposed to be created pursuant to the Borough's most recently adopted HEFSP.
 - (2) This Ordinance shall apply to all developments that contain very low-, low- and moderate-income housing units included in the Municipal HEFSP, including any unanticipated future developments that will provide very low-, low- and moderate-income housing units.
 - (3) Projects receiving federal Low Income Housing Tax Credit financing and proposed for credit in the municipality's most recently adopted HEFSP shall comply with the affirmative fair marketing requirements of UHAC at N.J.A.C. 5:80-26.16 and the length of the affordability controls applicable to such projects shall be not less than a 30-year compliance period plus a 15-year extended-use period, for a total of not less than 45 years.

380-16. Definitions

As used herein the following terms shall have the following meanings:

"Accessory apartments" means a residential dwelling unit that provides complete independent living facilities with a private entrance for one or more persons, consisting of provisions for living, sleeping, eating, sanitation, and cooking, including a stove and refrigerator, and is located within a proposed preexisting primary dwelling, within an existing or proposed structure that is an accessory to a dwelling on the same lot, constructed in whole or part as an extension to a proposed or existing primary dwelling, or constructed as a separate detached structure on the same lot as the existing or proposed primary dwelling. Accessory apartments are also referred to as "accessory dwelling units".

"Act" means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Adaptable" means constructed in compliance with the technical design standards of the barrier free subcode adopted by the Commissioner of Community Affairs pursuant to the "State Uniform Construction Code Act," P.L.1975, c. 217 (C.52:27D-119 et seq.) and in accordance with the provisions of section 5 of P.L.2005, c. 350 (C.52:27D-123.15).

“Administrative agent” means the entity approved by the Division responsible for the administration of affordable units, in accordance with N.J.A.C. 5:99-7, and UHAC at N.J.A.C. 5:80-26.15.

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.16.

“Affirmative Marketing Plan” means the municipally adopted plan of strategies from which the administrative agent will choose to implement as part of the Affirmative Marketing requirements.

“Affirmative Marketing Process” or “Program” means the actual undertaking of Affirmative Marketing activities in furtherance of each project with very low- low- and moderate-income units.

“Affordability average” means an average of the percentage of regional median income at which restricted units in an affordable development are affordable to low- and moderate-income households.

“Affordable” means, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.7 and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.13.

“Affordable housing development” means a development included in a Borough’s housing element and fair share plan, and includes, but is not limited to, an inclusionary development, a municipally sponsored affordable housing project, or a 100 percent affordable development. This includes developments with affordable units on-site, off-site, or provided as a payment in-lieu of construction only if such a payment-in-lieu option has been previously approved by the Program or Superior Court as part of the HEFSP. Payments in lieu of construction were invalidated per P.L. 2024, c.2.

“Affordable Housing Dispute Resolution Program” or “the Program” refers to the dispute resolution program established pursuant to N.J.S.A. 52:27D-313.2.

“Affordable Housing Monitoring System” or “AHMS” means the Department’s cloud-based software application, which shall be the central repository for municipalities to use for reporting detailed information regarding affordable housing developments, affordable housing unit completions, and the collection and expenditures of funds deposited into the municipal affordable housing trust fund.

“Affordable Housing Trust Fund” or “AHTF” means that non-lapsing, revolving trust fund established in DCA pursuant to N.J.S.A. 52:27D-320 and N.J.A.C. 5:43 to be the repository of all State funds appropriated for affordable housing purposes. All references to the

“Neighborhood Preservation Nonlapsing Revolving Fund” and “Balanced Housing” mean the AHTF.

“Affordable unit” means a housing unit proposed or developed pursuant to the Act, including units created with municipal affordable housing trust funds.

“Age-restricted housing” means a housing unit that is designed to meet the needs of, and is exclusively for, an age-restricted segment of the population such that: 1. All the residents of the development where the unit is situated are 62 years or older; 2. At least 80 percent of the units are occupied by one person that is 55 years or older; or 3. The development has been designated by the Secretary of HUD as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L.1983, c. 530 (C.55:14K-1 et seq.).

“Assisted living residence” means a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to ensure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor. Apartment units must offer, at a minimum, one unfurnished room, a private bathroom, a kitchenette, and a lockable door on the unit entrance.

“Barrier-free escrow” means the holding of funds collected to adapt affordable unit entrances to be accessible in accordance with N.J.S.A. 52:27D-311a et seq. Such funds shall be held in a municipal affordable housing trust fund pursuant to N.J.A.C. 5:99-2.6.

“Builder’s remedy” means court-imposed site-specific relief for a litigant who seeks to build affordable housing for which the court requires a municipality to utilize zoning techniques, such as mandatory set-asides or density bonuses, including techniques which provide for the economic viability of a residential development by including housing that is not for low- and moderate-income households.

“Certified household” means a household that has been certified by an administrative agent as a very-low-income household, a low-income household, or a moderate-income household.

“CHOICE” means the no-longer-active Choices in Homeownership Incentives for Everyone Program, as it was authorized by the Agency.

“COAH” or the “Council” means the Council on Affordable Housing established in, but not of, DCA pursuant to the Act and that was abolished effective March 20, 2024, pursuant to section 3 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1).

“Commissioner” means the Commissioner of the Department of Community Affairs.

“Compliance certification” means the certification obtained by a municipality pursuant to section 3 of P.L.2024, c. 2 (C.52:27D-304.1), that protects the municipality from exclusionary zoning litigation during the current round of present and prospective need and through July 1 of the year the next round begins, which is also known as a “judgment of compliance” or “judgment of repose.” The term “compliance certification” shall include a judgment of repose granted in an action filed pursuant to section 13 of P.L.1985, c. 222 (C.52:27D-313).

“Construction” means new construction and additions, but does not include alterations, reconstruction, renovations, conversion, relocation, or repairs, as those terms are defined in the State Uniform Construction Code promulgated pursuant to the State Uniform Construction Code Act, P.L. 1975, c. 217(N.J.S.A. 52:27D-119 et seq.).

“County-level housing judge” means a judge appointed pursuant to section 5 at P.L. 2024, c. 2, to resolve disputes over the compliance of municipal fair share affordable housing obligations and municipal Fair Share plans and housing elements with the Act.

“DCA” and “Department” mean the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Department” means the New Jersey Department of Community Affairs.

“Developer” means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any building or other structure, or of any mining, excavation, or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

“Dispute Resolution Program” means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-313.2).

“Division” means the Division of Local Planning Services within the Department of Community Affairs.

“Emergent opportunity” means a circumstance that has arisen whereby affordable housing will be able to be produced through a delivery mechanism not originally contemplated by or included in a fair share plan that has been the subject of a compliance certification.

“Equalized assessed value” or “EAV” means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 at P.L. 1973, c. 123 (N.J.S.A. 54:1-35a, 54:1-35b, and 54:1-35c). Estimates at the time of building permit may be obtained by the tax assessor using construction cost estimates. Final EAV shall be determined at project completion by the municipal assessor.

“Equity share amount” means the product of the price differential and the equity share, with the equity share being the whole number of years that have elapsed since the last non-exempt sale of a restricted ownership unit, divided by 100, except that the equity share may not be less than five percent and may not exceed 30 percent.

“Exit sale” means the first authorized non-exempt sale of a restricted unit following the end of the control period, which sale terminates the affordability controls on the unit.

“Exclusionary zoning litigation” means litigation challenging the fair share plan, housing element, ordinances, or resolutions that implement the fair share plan or housing element of a municipality based on alleged noncompliance with the Act or the Mount Laurel doctrine, which litigation shall include, but shall not be limited to, litigation seeking a builder’s remedy.

“Extension of expiring controls” means extending the deed restriction period on units where the controls will expire in the current round of a housing obligation, so that the total years of a deed restriction is at least 60 years.

“Fair share obligation” means the total of the present need and prospective need, including prior rounds, as determined by the Affordable Housing Dispute Resolution Program, or a court of competent jurisdiction.

“Fair share plan” means the plan or proposal, with accompanying ordinances and resolutions, by which a municipality proposes to satisfy its constitutional obligation to create a realistic opportunity to meet its fair share of low- and moderate-income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of low- and moderate-income housing, as provided in the municipal housing element, and which addresses the development regulations necessary to implement the housing element, including, but not limited to, inclusionary requirements and development fees, and the elimination of unnecessary housing cost-generating features from the municipal land use ordinances and regulations.

“FHA” means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"HMFA" or "the Agency" means the New Jersey Housing and Mortgage Finance Agency established pursuant to P.L. 1983, c. 530 (N.J.S.A. 55:14K-1 et seq.).

"Household income" means a household's gross annual income calculated in a manner consistent with the determination of annual income pursuant to section 8 of the United States Housing Act of 1937 (Section 8), not in accordance with the determination of gross income for Federal income tax liability.

"Housing element" means the portion of a municipality's master plan adopted in accordance with the Municipal Land Use Law (MLUL) at N.J.S.A. 40:55D-28.b(3) and the Act consisting of reports, statements proposals, maps, diagrams, and text designed to meet the municipality's fair share of its region's present and prospective housing needs, particularly with regard to low- and moderate-income housing, which shall include the municipal present and prospective obligation for affordable housing, determined pursuant to subsection f. at N.J.S.A. 52:27D-304.1.

"Housing region" means a geographic area established pursuant to N.J.S.A. 52:27D-304.2b.

"Inclusionary development" means a residential housing development in which a substantial percentage of the housing units are provided for a reasonable income range of low- and moderate- income households.

"Judgment of compliance" or "judgment for repose" means a determination issued by the Superior Court approving a municipality's fair share plan to satisfy its affordable housing obligation for a particular 10-year round.

"Low-income household" means a household with a household income equal to 50 percent or less of the regional median income.

"Low-income unit" means a restricted unit that is affordable to a low-income household.

"Mixed use development" means any development that includes both a non-residential development component and a residential development component, and shall include developments for which: (1) there is a common developer for both the residential development component and the non-residential development component, provided that for purposes of this definition, multiple persons and entities maybe considered a common developer if there is a contractual relationship among them obligating each entity to develop at least a portion of the residential or non-residential development, or both, or otherwise to contribute resources to the development; and (2) the residential and non-residential developments are located on the same lot or adjoining lots, including, but not limited to, lots separated by a street, a river, or another geographical feature.

“Moderate-income household” means a household with a household income in excess of 50 percent but less than 80 percent of the regional median income.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“MONI” means the no-longer-active Market Oriented Neighborhood Investment Program, as it was authorized by the Agency.

“Municipal housing liaison” or “MHL” means an appointed municipal employee who is, pursuant to N.J.A.C. 5:99-6, responsible for oversight and/or administration of the affordable units created within the municipality.

“Municipal affordable housing trust fund” means a separate, interest-bearing account held by a municipality for the deposit of development fees, payments in lieu of constructing affordable units on sites zoned for affordable housing previously approved prior to March 20, 2024 (per P.L. 2024, c.2), barrier-free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, and any other funds collected by the municipality in connection with its affordable housing programs, which shall be used to address municipal low- and moderate-income housing obligations within the time frames established by the Legislature and this chapter.

“New construction” means the creation of a new housing unit under regulation by a code enforcement official regardless of the means by which the unit is created. Newly constructed units are evidenced by the issuance of a certificate of occupancy and may include new residences created through additions and alterations, adaptive reuse, subdivision, or conversion of existing space, and moving a structure from one location to another.

“New Jersey Affordable Housing Trust Fund” means an account established pursuant to N.J.S.A. 52:27D-320.

“New Jersey Housing Resource Center” or “Housing Resource Center” means the online affordable housing listing portal, or its successor, overseen by the Agency pursuant to N.J.S.A. 52:27D-321.3 et seq.

“95/5 restriction” means a deed restriction governing a restricted ownership unit that is part of a housing element that received substantive certification from COAH pursuant to N.J.A.C. 5:93, as it was in effect at the time of the receipt of substantive certification, before October 1, 2001, or any other deed restriction governing a restricted ownership unit with a seller repayment option requiring 95 percent of the price differential to be paid to the municipality or an instrument of the municipality at the closing of a sale at market price.

“Non-exempt sale” means any sale or transfer of ownership of a restricted unit to one’s self or to another individual other than the transfer of ownership between spouses or civil union partners; the transfer of ownership between former spouses or civil union partners ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor’s deed to a class A beneficiary; and the transfer of ownership by court order.

“Nonprofit” means an organization granted nonprofit status in accordance with section 501(c)(3) of the Internal Revenue Code.

“Non-residential development” means:

Any building or structure, or portion thereof, including, but not limited to, any appurtenant improvements, which is designated to a use group other than a residential use group according to the State Uniform Construction Code, N.J.A.C. 5:23, promulgated to effectuate the State uniform Construction Code Act, N.J.S.A. 52:27D-119 et seq., including any subsequent amendments or revisions thereto;
Hotels, motels, vacation timeshares, and child-care facilities; and
The entirety of all continuing care facilities within a continuing care retirement community which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A.52:27D-330 et seq.

“Order for repose” means the protection a municipality has from a builder’s remedy lawsuit for a period of time from the entry of a judgment of compliance by the Superior Court. A judgment of compliance often results in an order for repose.

“Prospective need” means a projection of housing needs based on development and growth which is reasonably likely to occur in a region or a municipality, as the case may be, as a result of actual determination of public and private entities. Prospective need shall be determined by the methodology set forth pursuant to sections 6 and 7 of P.L.2024, c. 2 (C.52:27D-304.2 and C.52:27D-304.3) for the fourth round and all future rounds of housing obligations.

“Qualified Urban Aid Municipality” means a municipality that meets the criteria established pursuant to N.J.S.A. 52:27D-304.3.c(1).

“Person with a disability” means a person with a physical disability, infirmity, malformation, or disfigurement which is caused by bodily injury, birth defect, aging, or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing impairment, the inability to speak or a speech impairment, or physical reliance on a service animal, wheelchair, or other remedial appliance or device.

“Price differential” means the difference between the controlled sale price of a restricted unit and the contract price at the exit sale of the unit, determined as of the date of a proposed

contract of sale for the unit. If there is no proposed contract of sale, the price differential is the difference between the controlled sale price of a restricted unit and the appraised value of the unit as if it were not subject to UHAC, determined as of the date of the appraisal. If the controlled sale price exceeds the contract price or, in the absence of a contract price, the appraised value, the price differential is zero dollars.

“Prior round unit” means a housing unit that addresses a municipality’s fair share obligation from a round prior to the fourth round of affordable housing obligations, including any unit that: (1) received substantive certification from COAH; (2) is part of a third-round settlement agreement or judgment of compliance approved by a court of competent jurisdiction, inclusive of units created pursuant to a zoning designation adopted as part of the settlement agreement or judgment of compliance to create a realistic opportunity for development; (3) is subject to a grant agreement or other contract with either the State or a political subdivision thereof entered into prior to July 1, 2025, pursuant to either item (1) or (2) above; or (4) otherwise addresses a municipality’s fair share obligation from a round prior to the fourth round of affordable housing obligations. A unit created after the enactment of P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) on March 20, 2024, is not a prior round unit unless: (1) it is created pursuant to a prior round development plan or zoning designation that received COAH or court approval on or before the cutoff date of June 30, 2025, or the date that the municipality adopts the implementing ordinances and resolutions for the fourth round of affordable housing obligations, whichever occurs sooner; and (2) its siting and creation are consistent with the form of the prior round development plan or zoning designation in effect as of the cutoff date, without any amendment or variance.

“Random selection process” means a lottery process by which currently income-eligible applicant-households are selected, at random, for placement in affordable housing units such that no preference is given to one applicant over another, except in the case of a veterans’ preference where such an agreement exists; for purposes of matching household income and size with an appropriately priced and sized affordable unit; or another purpose allowed pursuant to N.J.A.C. 5:80-26.7(k)3. This definition excludes any practices that would allow affordable housing units to be leased or sold on a first-come, first-served basis.

“Receiving municipality” means, for the purposes of an RCA, a municipality that contractually agreed to assume a portion of another municipality’s fair share obligation.

“Reconstruction” means any project where the extent and nature of the work is such that the work area cannot be occupied while the work is in progress and where a new certificate of occupancy is required before the work area can be reoccupied, pursuant to the Rehabilitation Subcode of the uniform Construction Code, N.J.A.C. 5:23-6. Reconstruction shall not include projects comprised only of floor finish replacement, painting or wallpapering, or the replacement of equipment or furnishings. Asbestos hazard abatement and lead hazard abatement projects shall not be classified as reconstruction solely because occupancy of the work area is not permitted.

“Recreational facilities and community centers” means any indoor or outdoor buildings, spaces, structures, or improvements intended for active or passive recreation, including, but not limited to, ballfields, meeting halls, and classrooms, accommodating either organized or informal activity.

“Regional median income” means the median income by household size for an applicable housing region, as calculated annually in accordance with N.J.A.C. 5:80-26.3.

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. With respect to units in assisted living residences, rent does not include charges for food and services.

“Residential development fee” means money paid by a developer for the improvement of residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and N.J.A.C. 5:99-3.2.

“Restricted unit” means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of this subchapter but does not include a market-rate unit that was financed pursuant to UHORP, MONI, or CHOICE.

“State Development and Redevelopment Plan” or “State Plan” means the plan prepared pursuant to sections 1 through 12 of the “State Planning Act,” P.L.1985, c. 398 (C.52:18A-196 et al.), designed to represent a balance of development and conservation objectives best suited to meet the needs of the State, and for the purpose of coordinating planning activities and establishing Statewide planning objectives in the areas of land use, housing, economic development, transportation, natural resource conservation, agriculture and farmland retention, recreation, urban and suburban redevelopment, historic preservation, public facilities and services, and intergovernmental coordination pursuant to subsection f. of section 5 of P.L.1985, c. 398 (C.52:18A-200).

“Supportive housing household” means a very low-, low- or moderate-income household certified as income eligible by an administrative agent in accordance with N.J.A.C. 5:80-26.14, in which at least one member is an individual who requires supportive services to maintain housing stability and independent living and who is part of a population identified by federal or state statute, regulation, or program guidance as eligible for supportive or special needs housing. Such populations include, but are not limited to: persons with intellectual or developmental disabilities, persons with serious mental illness, person with head injuries (as defined in Section 2 of P.L. 1977), persons with physical disabilities or chronic health conditions, persons who are homeless as defined by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 578, survivors of domestic violence, youth aging out of foster care, and other special needs populations recognized under programs administered by the U.S. Department of Housing and Urban Development, the Low-Income Housing Tax Credit Program, the McKinney–Vento Act, or the New Jersey Department of Human Services. A supportive housing household may include family members, unrelated individuals, or live-in

aides, provided that the household meets the income eligibility requirements of this subchapter, except that in the case of unrelated individuals not operating as a family unit, income eligibility shall be tested on an individual basis rather than in the aggregate; the unit is leased or sold subject to the affordability controls established herein; and the supportive services available to the household are designed to promote housing stability, independent living, and community integration. The determination of whether unrelated individuals are operating as a family unit shall be made based on the applicant's self-identification of household members on the affordable housing application.

"Supportive housing sponsoring program" means grant or loan program which provided financial assistance to the development of the unit.

"Supportive housing unit" means a restricted rental unit that is affordable to very low-, low- or moderate-income households and is reserved for occupancy by a supportive housing household. A supportive housing unit is intended to provide long-term, community-based housing for individuals with intellectual or developmental disabilities, as defined at N.J.S.A. 30:6D-25(b). Such units must be leased subject to the affordability controls established herein; remain subject to Affirmative Marketing requirements, household certification, and administrative agent oversight; and may, with the approval of the municipal housing liaison and the administrative agent, be leased either by the bedroom or to a single household in the case of multi-bedroom configurations, provided such arrangement is consistent with the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968) and the project's Affirmative Marketing Program. A supportive housing unit may, with the approval of the administrative agent, be subject to a master lease by an approved supportive housing operator, provided that all subleases are to be certified supportive housing households and remain fully subject to the affordability controls of this subchapter. Rents for supportive housing units shall not exceed the rent standards established and published by the New Jersey Department of Human Services. Supportive housing units are also referred to as permanent supportive housing units.

"Transitional housing" means temporary housing that: (1) includes, but is not limited to, single-room occupancy housing or shared living and supportive living arrangements; (2) provides access to on-site or off-site supportive services for very low-income households who have recently been homeless or lack stable housing; (3) is licensed by the department; and (4) allows households to remain for a minimum of six months.

"Treasurer" means the Treasurer of the State of New Jersey.

"UHAC" means the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26.

"UHORP" means the Agency's Urban Homeownership Recovery Program, as it was authorized by the Agency Board.

"Unit type" means type of dwelling unit with various building standards including but not limited to single-family detached, single-family attached/townhouse, stacked townhouse

(attached building containing 2 units each with separate entrances), duplex (detached building containing 2 units each with separate entrances), triplex (3 units each with separate entrance), quadplex (4 units each with separate entrance), multifamily / flat (2 or more units with a shared entrance). Inclusion of a garage, or not, shall not define the unit type.

“Very-low-income household” means a household with a household income less than or equal to 30 percent of the regional median income.

“Very-low-income housing” means housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 30 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

“Very-low-income unit” means a restricted unit that is affordable to a very-low-income household. Very low-income units are a subset of low-income units.

“Veteran” means a veteran as defined at N.J.S.A. 54:4-8.10.

“Veterans’ preference” means the agreement between a municipality and a developer or residential development owner that allows for low- to moderate-income veterans to be given preference for up to 50 percent of rental units in relevant projects, as provided for at N.J.S.A. 52:27D-311.j.

“Weatherization” means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors and is considered a major system for rehabilitation.

380-17. Monitoring and Reporting Requirements

- A. The Borough shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its court-approved Housing Element and Fair Share Plan:
 - (1) The Borough shall provide electronic monitoring data with the Department pursuant to P.L. 2024, Chapter 2 and N.J.A.C. 5:99 through the Affordable Housing Monitoring System (AHMS). All monitoring information required to be made public by the FHA shall be available to the public on the Department’s website at <https://www.nj.gov/dca/dlps/hss/MuniStatusReporting.shtml>.
 - (2) On or before February 15 of each year, the Borough shall provide annual reporting of its municipal Affordable Housing Trust Fund activity to the Department on the AHMS portal. The reporting shall include an accounting of all municipal Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended, for the previous year from January 1st to December 31st.

- (3) On or before February 15 of each year, the annual reporting of the status of all affordable housing activity shall be provided to the Department on the AHMS portal, for the previous year from January 1st to December 31st.

380-18. Borough-wide Mandatory Set-Aside

- A. All new multi-family development providing a minimum of five new housing units are required to include an affordable housing set-aside of 20%, rounding to the nearest whole number (0.5 or more units, round up; 0.499 or fewer units, round down), regardless of whether the units are for-rent or for-sale.
- B. Any affordable units generated through such mandatory set-aside shall be subject to all other provisions of this ordinance.
- C. All such affordable units shall be governed by this ordinance, the controls on affordability, including bedroom distribution, and affirmatively marketed to the housing region in conformance with UHAC at N.J.A.C. 5:80-26.1 et seq., any successor regulation, and all other applicable laws.
- D. No subdivision shall be permitted or approved for the purpose of avoiding compliance with this requirement. Developers cannot, for example, subdivide a project into two lots and then make each of them a number of units just below the threshold.
- E. The mandatory set-aside requirements of this section do not give any developer the right to any rezoning, variance or other relief, or establish any obligation on the part of the Borough to grant such rezoning, variance or other relief.
- F. This Borough-wide mandatory set-aside requirement shall supersede set-aside requirements for new development in all inclusionary zones and redevelopment plans created to satisfy the prospective need obligation for the years 1987 to 2025.

380-19. New Construction (per N.J.A.C. 5:93 as may be updated per various sections in N.J.A.C. 5:97 and N.J.S.A. 52:27D-301 et seq.).

- A. The following requirements shall apply to all new or planned developments that contain very low-, low- and moderate-income housing units. To the extent possible, details related to the adherence to the requirements below shall be outlined in the resolution granting municipal subdivision or site plan approval of the project to assist municipal representatives, developers and Administrative Agents.
- B. Completion Schedule (previously known as phasing). Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following completion schedule for very low-, low- and moderate-income units whether developed in a single-phase development, or in a multi-phase development:

Maximum Percentage of Market-Rate Units Issued a Temporary or Final Certificate of Occupancy	Minimum Percentage of Affordable Units Issued a Temporary or Final Certificate of Occupancy
25+1	10
50	50
75	75

90	100
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C. Design. The following design requirements apply to affordable housing developments, excluding prior round units.

- (1) Design of 100 percent affordable developments:
 - (a) Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
 - (b) Each bedroom in each restricted unit must have at least one window.
 - (c) Restricted units must include adequate air conditioning and heating.
- (2) Design of developments comprising market-rate rental units and restricted rental units. The following does not apply to prior round units, unless stated otherwise.
 - (a) Restricted units must use the same building materials and architectural design elements (for example, plumbing, insulation, or siding) as market-rate units of the same unit type (for example, flat or townhome) within the same development, except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.
 - (b) Restricted units and market-rate units within the same affordable development must be sited such that restricted units are not concentrated in less desirable locations.
 - (c) Restricted units may not be physically clustered so as to segregate restricted and market-rate units within the same development or within the same building, but must be interspersed throughout the development, except that age-restricted and supportive housing units may be physically clustered if the clustering facilitates the provision of on-site medical services or on-site social services. Prior round affordable units shall be integrated with market rate units to the extent feasible.
 - (d) Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.
 - (e) Restricted units must include adequate air conditioning and heating and must use the same type of cooling and heating sources as market-rate units of the same unit type. This shall apply to prior round units.
 - (f) Each bedroom in each restricted unit must have at least one window.
 - (g) Restricted units must be of the same unit type as market-rate units within the same building.
 - (h) Restricted units and bedrooms must be no less than 90 percent of the minimum size prescribed by the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

- (3) Design of developments containing for-sale units, including those with a mix of rental and for-sale units. Restricted rental units shall meet the requirements of section b above. Restricted sale units shall comply with the below:
 - (a) Restricted units must use the same building standards as market-rate units of the same unit type (for example, flat, townhome, or single-family home), except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.
 - (b) Restricted units may be clustered, provided that the buildings or housing product types containing the restricted units are integrated throughout the development and are not concentrated in an undesirable location or in undesirable locations. Prior round affordable units shall be integrated with market rate units to the extent feasible.
 - (c) Restricted units may be of different unit housing product types than market-rate units, provided that there is a restricted option available for each market rate housing type. Developments containing market-rate duplexes, townhomes, and/or single-family homes shall offer restricted housing options that also include duplexes, townhomes and/or single-family homes. Penthouses and higher priced end townhouses *may* be exempt from this requirement. The proper ratio for restricted to market-rate unit type shall be subject to municipal ordinance or, if not specified, shall be determined at the time of site plan approval.
 - (d) Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
 - (e) Penthouse and end units may be reserved for market-rate sale, provided that the overall number, value, and distribution of affordable units across the development is not negatively impacted by such reservation(s).
 - (f) Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.
 - (g) Each bedroom in each restricted unit must have at least one window; and
 - (h) Restricted units must include adequate air conditioning and heating.

D. Utilities.

- (1) Affordable units shall utilize the same type of cooling and heating source as market-rate units within the affordable housing development.
- (2) Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance in accordance with N.J.AC 5:80-26.13(e).

E. Low/moderate split and bedroom distribution

- (1) Affordable units shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit.
- (2) In each affordable housing development, at least 50% of the restricted units within each bedroom distribution, rounded up to the nearest whole number, shall be very low- or low-income units.
- (3) Within rental developments, of the total number of affordable rental units, at least 13%, rounded up to the nearest whole number, shall be affordable to very low-income households. The very low-income units shall be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count and counted as part of the required number of low-income units within the development.
- (4) Affordable housing developments that are not age-restricted or supportive housing shall be structured such that:
 - (a) At a minimum, the number of bedrooms within the restricted units equals twice the number of restricted units;
 - (b) Two-bedroom and/or three-bedroom units compose at least 50 percent of all restricted units;
 - (c) The combined number of efficiency and one-bedroom units shall be no greater than 20%, rounded down, of the total number of low- and moderate-income units.
 - (d) At least 30% of all low- and moderate-income units, rounded up shall be two-bedroom units.
 - (e) At least 20% of all low- and moderate-income units, rounded to the nearest whole number, shall be three-bedroom units.
 - (f) The remaining units may be allocated among two- and three- bedroom units at the discretion of the developer.
- (5) Affordable housing developments that are age-restricted or supportive housing, except those supportive housing units whose sponsoring program determines the unit arrangements, shall be structured such that, at a minimum, the number of bedrooms shall equal the number of age-restricted or supportive housing low- and moderate-income units within the inclusionary development. Supportive housing units whose sponsoring program determines the unit arrangement shall comply with all requirements of the sponsoring program. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit. In affordable housing developments with 20 or more restricted units that are age-restricted or supportive housing, two-bedroom units must comprise at least 5% of those restricted units.

F. Accessibility requirements.

- (1) Any new construction shall be adaptable; however, elevators shall not be required in any building or within any dwelling unit for the purpose of compliance with this section. In buildings without elevator service, only ground floor dwelling units shall be required to be constructed to conform with the technical design standards of the barrier free subcode. "Ground floor" means the first floor with a dwelling

unit or portion of a dwelling unit, regardless of whether that floor is at grade. A building may have more than one ground floor.

- (2) Notwithstanding the exemption for townhouse dwelling units in the barrier free subcode, the first floor of all townhouse dwelling units and of all other multi-floor dwelling units that are attached to at least one other dwelling unit shall be subject to the technical design standards of the barrier free subcode and shall include the following features:
 - (a) An adaptable toilet and bathing facility on the first floor;
 - (b) An adaptable kitchen on the first floor;
 - (c) An interior accessible route of travel however an interior accessible route of travel shall not be required between stories;
 - (d) An adaptable room that can be used as a bedroom, with a door, or the casing for the installation of a door that is compliant with the Barrier Free Subcode, on the first floor;
 - (e) If not all of the foregoing requirements in b.i. through b.iv. can be satisfied, then an interior accessible route of travel shall be provided between stories within an individual unit; and
 - (f) An accessible entranceway as set forth in P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the Borough has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:
 - [1] Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - [2] To this end, the builder of restricted units shall deposit funds within the Affordable Housing Trust Fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
 - [3] The funds deposited shall be expended for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
 - [4] The developer of the restricted units shall submit to the Construction Official a design plan and cost estimate for the conversion from adaptable to accessible entrances.
 - [5] Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meets the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Affordable Housing Trust Fund and earmarked appropriately.
 - (g) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site-impracticable" to meet the requirements. If full compliance with this section would be site impracticable, compliance with this section for any portion of the dwelling shall be required

to the extent that it is not site impracticable. Determinations of site impracticability shall comply with the Barrier Free Subcode at N.J.A.C. 5:23-7.

380-20. Affordable Housing Programs

- A. Pursuant to amended UHAC regulations at N.J.A.C. 5:80-26.1 et seq. and, in addition, pursuant to P.L. 2024, c.2 and specifically to the amended FHA at N.J.S.A. 52:27D-311.m, "All parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by the Council on Affordable Housing unless those regulations are contradicted by statute, including but not limited to P.L. 2024, c.2, or binding court decisions." The following are many of the main provisions of the COAH regulations at either N.J.A.C. 5:93 or 5:97 that have been upheld by the NJ Supreme Court. Municipalities should consult the cited full COAH regulations when preparing the HEFSP for required documentation, etc. Additional compliance details may also be included in the specific municipal program manual.
- B. Extension of Controls Program (for ownership units per N.J.A.C. 5:97-6.14 and UHAC at N.J.A.C. 5:80-26.6(h) through (k) and (m); and for rental units per N.J.A.C. 5:97-6.14 and N.J.A.C. 5:80-26.12(h) through (k)).
 - (1) An extension of affordability controls program is established to maintain and extend the affordability of deed restricted units scheduled to come out of their affordability control period, subject to N.J.A.C. 5:97-6.14 and UHAC, including the following:
 - (a) The affordable unit meets the criteria for prior cycle (April 1, 1980 - December 15, 1986) or post December 15, 1986 credits set forth in N.J.A.C. 5:97.
 - (b) The affordability controls for the unit are scheduled to expire in the current round; or in the next round of housing obligations if the municipal election to extend controls is made no earlier than one year before the end of the current round;
 - (c) The Borough shall obtain a continuing certificate of occupancy or a certified statement from the municipal building inspector stating that the restricted unit meets all code standards.
 - (d) If a unit requires repair and/or rehabilitation work in order to receive a continuing certificate of occupancy or certified statement from the municipal building inspector, the Borough shall fund and complete the work.
 - (e) The Borough shall adhere to the process for extending controls pursuant to UHAC for extending ownership units and rental units, either inclusionary or 100% affordable developments.
 - (f) The deed restriction for the extended control period shall be filed with the County Clerk.
- C. Assisted Living Residence (per N.J.A.C. 5:97-6.11).
 - (1) An assisted living residence is a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to assure that assisted living services are available. All or a designated number of apartments in the facility shall be restricted to low- and moderate-income households.

- (2) The unit of credit shall be the apartment. However, a two-bedroom apartment shall be eligible for two units of credit if it is restricted to two unrelated individuals.
- (3) A recipient of a Medicaid waiver shall automatically qualify as a low- or moderate-income household.
- (4) Assisted living units are considered age-restricted housing in a HEFSP and shall be included with the maximum number of units that may be age-restricted.
- (5) Low- and moderate-income residents cannot be charged any upfront fees.
- (6) The units shall comply with UHAC with the following exceptions:
 - (a) Affirmative marketing (N.J.A.C. 5:80-26.16); provided that the units are restricted to recipients of Medicaid waivers;
 - (b) The deed restriction may be on the facility, rather than individual apartments or rooms;
 - (c) Low/moderate income split and affordability average (N.J.A.C. 5:80-26.4); only if all of the affordable units are affordable to households at a maximum of 60 percent of median income; and
- (7) Tenant income eligibility (N.J.A.C. 5:80-26.14); up to 80 percent of an applicant's gross income may be used for rent, food and services based on occupancy type and the affordable unit must receive the same basic services as required by the Agency's underwriting guidelines and financing policies. The cost of non-housing related services shall not exceed one and two-thirds times the rent established for each unit.

D. Supportive Housing and Group Homes (per N.J.A.C. 5:97-6.10).

- (1) The following provisions shall apply to group homes, residential health care facilities, and supportive shared living housing:
 - (a) The unit of credit shall be the bedroom. However, the unit of credit shall be the unit if occupied by a single person or household.
 - (b) Housing that is age-restricted shall be included with the maximum number of units that may be age-restricted pursuant to the Act.
 - (c) Occupancy shall not be restricted to youth under 18 years of age.
 - (d) In affordable developments with 20 or more restricted units that are supportive housing, two-bedroom units must compose at least five percent of those restricted units.
 - (e) The bedrooms and/or units shall comply with UHAC with the following exceptions:
 - [1] Affirmative marketing; however, group homes, residential health care facilities, permanent supportive housing, and supportive shared living housing shall be affirmatively marketed to broadest possible population of qualified individuals with special needs in accordance with a plan approved by the sponsoring program;
 - [2] Affordability average and bedroom distribution (N.J.A.C. 5:80-26.4).
 - (f) With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, group homes, residential health care facilities, supportive shared living housing and permanent supportive housing shall have

the appropriate controls on affordability in accordance with the Act. In the event that a supportive housing provider is unable to record or execute a long-term deed restriction, the units shall be subject to annual recertification by the Municipal Housing Liaison to confirm continued occupancy and compliance with this Section.

- (g) Objective standards shall be applied in the selection of tenants for supportive housing units and shall be designed to ensure that individuals are not excluded in an arbitrary or capricious manner.
- (h) The following documentation shall be submitted by the sponsor to the Borough prior to marketing the completed units or facility:
 - [1] An Affirmative Marketing Plan; and
 - [2] If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency in accordance with the requirements of this section, which includes validation of the number of bedrooms or units in which low- or moderate-income occupants reside.
- (i) The sponsor/owner shall complete annual monitoring as directed by the MHL.

380-21. Regional Income Limits.

- A. Administrative agents shall use the current regional income limits for the purpose of pricing affordable units and determining income eligibility of households.
- B. Regional income limits are based on regional median income, which is established by a regional weighted average of the "median family incomes" published by HUD. The procedure for computing the regional median income is detailed in N.J.A.C. 5:80-26.3.
- C. Updated regional income limits are effective as of the effective date of the regional Section 8 income limits for the year, as published by HUD, or 45 days after HUD publishes the regional Section 8 income limits for the year, whichever comes later. The new income limits may not be less than those of the previous year.

380-22. Maximum Initial Rents And Sales Prices.

- A. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC N.J.A.C. 5:80-26.4.
- B. The average rent for all restricted units within each affordable housing development shall be affordable to households earning no more than 52 percent of regional median income.
- C. The maximum rent for restricted rental units within each affordable housing development shall be affordable to households earning no more than 60% of regional median income. The maximum rent may be increased to no more than 70 percent of regional median income for moderate-income units within affordable developments where very-low-income units compose at least 13 percent of the restricted units; however, the number of units with rent affordable to households earning 70 percent of regional median income may not exceed the number of very-low-income units in excess of 13 percent (rounded up) of the restricted units.

- D. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units. Very low-income units, if required, should be distributed between each bedroom count as proportionally as possible to the total number of restricted units within each bedroom count, and shall be part of the low-income requirement.
- E. The maximum sales price of restricted ownership units within each affordable housing development shall be affordable to households earning no more than 70% of median income, and each affordable housing development must achieve an affordability average that does not exceed 55% for all restricted ownership units. In achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type when the number of low- and moderate-income units permits.
- F. The master deeds and declarations of covenants and restrictions for affordable developments may not distinguish between restricted units and market-rate units in the calculation of any condominium or homeowner association fees and special assessments to be paid by low- and moderate-income purchasers and those to be paid by market-rate purchasers. Notwithstanding the foregoing sentence, condominium units subject to a municipal ordinance adopted before December 20, 2004, which ordinance provides for condominium or homeowner association fees and/or assessments different from those provided for in this subsection are governed by the ordinance.
- G. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted family units, the following standards shall be met:
 - (1) A studio or efficiency unit shall be affordable to a one-person household;
 - (2) A one-bedroom unit shall be affordable to a one and one-half person household;
 - (3) A two-bedroom unit shall be affordable to a three-person household;
 - (4) A three-bedroom unit shall be affordable to a four and one-half person household;
 - and
 - (5) A four-bedroom unit shall be affordable to a six-person household.
- H. In determining the initial rents and sales prices for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted and special needs and supportive housing developments, the following standards shall be met:
 - (1) A studio or efficiency unit shall be affordable to a one-person household;
 - (2) A one-bedroom unit shall be affordable to a one and one-half person household;
 - and
 - (3) A two-bedroom unit shall be affordable to a two-person household or to two one-person households. Where pricing is based on two one-person households, the developer shall provide a list of units so priced to the Municipal Housing Liaison and the Administrative Agent.
- I. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Freddie Mac 30-Year

- Fixed Rate-Mortgage rate of interest), property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 30 percent of the eligible monthly income of the appropriate size household as determined pursuant to N.J.A.C. 5:80-26.7, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.
- J. The initial rent for a restricted rental unit shall be calculated so that the total monthly housing expense, including an allowance for tenant-paid utilities, does not exceed 30 percent of the gross monthly income of a household of the appropriate size whose income is targeted to the applicable percentage of median income for the unit, as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented. The rent shall also comply with the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.
 - K. At the anniversary date of the tenancy of the certified household occupying a restricted rental unit, following a minimum 90-day notice provided to the occupant household, the rent may be increased to an amount commensurate with the annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), specifically U.S. Bureau of Labor Statistics Series CUUR0100SAH, titled "Housing in Northeast urban, all urban consumers, not seasonally adjusted." The maximum allowable rent increase for the year will be effective as of the same date as the regional median income limits determined pursuant to N.J.A.C. 5:80-26.3 and published by the Agency. This rent increase may not exceed five percent in any one year and notice thereof must be filed with the administrative agent. If the landlord has charged a tenant less than the initial maximum allowable rent for a restricted unit, the landlord may, with the approval of the administrative agent, use the maximum allowable rent instead of the current rent in performing this multiplication to establish the rent for the next tenant under a new lease. LIHTC units are not governed by the provisions of this section, but rather by the provisions of the State's Qualified Allocation Plan, N.J.A.C. 5:80-33.1 through 33.40.

380-23. Affirmative Marketing.

- A. The Borough shall adopt, by resolution, an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.16, as may be amended and supplemented.
- B. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, English-speaking ability, marital or familial status, gender, affectional or sexual orientation, disability, age (except for "housing for older persons" as defined at N.J.S.A. 10:5-1 et seq., and age-restricted units as permitted pursuant to 42 U.S.C. §§ 3601 et seq.), number of children, source of lawful income, or any other characteristic described in the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 through 50, to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable

- units in that region. It is a continuing program that directs all marketing activities toward Housing Region 1 and is required to be followed throughout the period of deed restriction.
- C. The Affirmative Marketing Plan provides the following preferences, provided that units that remain unoccupied after these preferences are exhausted may be offered to households without regard to these preferences.
 - (1) Where the Borough has entered into an agreement with a developer or residential development owner to provide a preference for very-low-, low-, and moderate-income veterans who served in time of war or other emergency, pursuant to N.J.S.A. 52:27D-311.j, there shall be a preference for veterans for up to 50 percent of the restricted rental units in a particular project.
 - (2) There shall be a regional preference for all households that live and/or work in Housing Region 1 comprised of Hudson, Bergen, Passaic, and Sussex Counties.
 - D. The Borough has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Process, including the marketing of initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the Borough shall implement the Affirmative Marketing Process to ensure the Affirmative Marketing of all affordable units, except for units in affordable programs that are exempt from Affirmative Marketing as noted herein.
 - E. The Affirmative Marketing Process shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Process, the Administrative Agent should consider the use of language translations where appropriate.
 - F. Applications for affordable housing or notices thereof, if offered online, shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; Borough Hall and Woodcliff Lake Public Library ; and the developer's rental or sales office. The developer shall mail applications to prospective applicants upon request and shall make applications available through a secure online website address.
 - G. In addition to other Affirmative Marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units on the New Jersey Housing Resource Center website. Additional notice shall be provided to FSHC; the Latino Action Network; the New Jersey State Conference of the NAACP; Bergen County NAACP; Urban League of Bergen County, Bergen County Housing Coalition; and the Supportive Housing Association. Any other entities, including developers or persons or companies retained to implement the Affirmative Marketing Process, shall comply with this paragraph.
 - H. In implementing the Affirmative Marketing Process, the Administrative Agent shall provide a list of HUD-certified housing counselors or otherwise experienced entities approved by the Division providing counseling services on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

- I. The Affirmative Marketing Process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy and may begin before construction commences. For owner-occupied units, affirmative marketing advertising and outreach activities must continue until all of the marketed units have been sold, except that paid advertising may cease when the number of applications received is at least three times the number of units to be sold. For rental units, affirmative marketing advertising and outreach activities must continue, as long as applications are being accepted, except that paid advertising may cease when the number of applications received is at least three times the number of units to be filled.
- J. Applications must be accepted for no less than 45 days following the initial advertisement on the New Jersey Housing Resource Center, except for the resale of owner-occupied units, in which case, applications must be accepted for no less than 30 days.
- K. The cost to affirmatively market the affordable units shall be the responsibility of the developer, sponsor or owner, with the exception of Affirmative Marketing for resales.

380-24. Selection of Occupants of Affordable Housing Units.

- A. The Administrative Agent shall use a random selection process to select occupants of very low-, low- and moderate-income housing.
- B. A pool of interested households will be maintained in accordance with the provisions of N.J.A.C. 5:80-26.16.

380-25. Occupancy Standards.

- A. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
 - (1) Ensure each bedroom is occupied by at least one person, except for age-restricted and supportive and special needs housing units;
 - (2) Provide a bedroom for every two adult occupants;
 - (3) With regard to occupants under the age of 18, accommodate the household's requested arrangement, except that such arrangement may not result in more than two occupants under the age of 18 occupying any bedroom; and
 - (4) Avoid placing a one-person household into a unit with more than one bedroom.

380-26. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

- A. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80- 26.6, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years subject to the requirements of N.J.A.C. 5:80-26.6, as may be amended and supplemented.
- B. Rehabilitated housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years (crediting towards present need only).

- C. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit. The date of commencement shall be identified in the deed restriction.
- D. If existing affordability controls are being extended, the extended control period for a restricted ownership unit commences on the effective date of the extension, which is the end of the original control period.
- E. After the end of any control period, the restricted ownership unit remains subject to the affordability controls set forth in this subchapter until the owner gives notice of their intent to make an exit sale, at which point:
 - (1) If the Borough exercises the right to extend the affordability controls on the unit, no exit sale occurs and a new control period commences; or
 - (2) If the Borough does not exercise the right to extend the affordability controls on the unit, the affordability controls terminate following the exit sale.
- F. Prior to the issuance of any building permit for the construction/rehabilitation of restricted ownership units, the developer/owner and the Borough shall record a preliminary instrument provided by the Administrative Agent.
- G. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the nonrestricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
- H. At the time of the initial sale of the unit and upon each successive price-restricted sale, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obliging the purchaser, as well as the purchaser's heirs, successors, and assigns, to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
- I. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to price-restricted ownership units.

380-27. Price Restrictions for Restricted Ownership Units and Resale Prices.

- A. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.7, as may be amended and supplemented, including:
 - (1) The initial purchase price and affordability percentage for a restricted ownership unit shall be set by the Administrative Agent.
 - (2) The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the standards set forth in N.J.A.C. 5:80-26.7.
 - (a) If the resale occurs prior to the one-year anniversary of the date on which title to the unit was transferred to a certified household, the maximum resale price for a is the most recent non-exempt purchase price.

- (b) If the resale occurs on or after such anniversary date, the maximum resale price is the most recent non-exempt purchase price increased to reflect the cumulative annual percentage increases to the regional median income, effective as of the same date as the regional median income calculated pursuant to N.J.A.C. 5:80-26.3
 - (3) The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be:
 - (a) those that render the unit suitable for a larger household or the addition of a bathroom.
 - (b) The maximum resale price may be further increased by an amount up to the cumulative dollar value of approved capital improvements made after the last non-exempt sale for improvements and/or upgrades to the unit, excluding capital improvements paid for by the entity favored on the recapture note and recapture lien described at N.J.A.C. 5:80-26.6(d);
 - (4) No increase for capital improvements is permitted if the maximum resale price prior to adjusting for capital improvements already exceeds whatever initial purchase price the unit would have if it were being offered for purchase for the first time at the initial affordability percentage. All adjustments for capital improvements are subject to 10-year, straight-line depreciation.
- B. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase but shall be separate and apart from any contract of sale for the underlying real estate. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price of the air conditioning equipment, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The seller and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

380-28. Buyer Income Eligibility.

- A. Buyer income eligibility for restricted ownership units shall be established pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented, such that very low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 30% of median income, low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 50% of median income and moderate-income

ownership units shall be reserved for occupancy by households with a gross household income less than 80% of median income.

- B. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the Borough, and subject to the Division's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low-income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit. Similarly, the administrative agent may permit low-income purchasers to buy very-low-income units in housing markets where, as determined by the Division, units are reserved for very-low-income purchasers, but there is an insufficient number of very-low-income purchasers to permit prompt occupancy of the units. In such instances, the purchased unit must be maintained as a very low-income unit and sold at a very-low-income price point such that on the next resale the unit will still be affordable to very-low-income households and able to be purchased by a very-low-income household. A very-low-income unit that is seeking bonus credit pursuant to N.J.S.A. 52:27D-311.k(9) must first be advertised exclusively as a very-low-income unit according to the Affirmative Marketing requirements at N.J.A.C. 5:80-26.16, then advertised as a very-low-income or low-income unit for at least 30 additional days prior to referring any low-income household to the unit.
- C. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.
- D. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 35 percent of the household's eligible monthly income; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - (1) The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for housing expenses, and the proposed housing expenses will reduce its housing costs;
 - (2) The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for housing expenses in the past and has proven its ability to pay; or
 - (3) The household is currently in substandard or overcrowded living conditions;

- (4) The household documents the existence of assets, within the asset limitation otherwise applicable, with which the household proposes to supplement the rent payments

380-29. Limitations on Indebtedness Secured by Ownership Unit; Subordination.

- A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.
- B. With the exception of original purchase money mortgages, neither an owner nor a lender shall at any time during the control period cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C. 5:80-26.7(c).

380-30. Control Periods for Restricted Rental Units.

- A. Control periods for units that meet the definition of prior round units shall be pursuant to the 2001 UHAC rules originally adopted October 1, 2001, 33 N.J.R. 3432, and amended December 20, 2004, 36 N.J.R. 5713 and shall remain subject to the requirements of this ordinance for a period of at least 30 years as applicable unless otherwise indicated.
- B. Other than for prior round units, control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.12, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 40 years. Restricted rental units created as part of developments receiving 9% Low-Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period for a total of 45 years.
- C. The affordability control period for a restricted rental unit shall commence on the first date that a unit is issued a certificate of occupancy following the execution of the deed restriction or, if affordability controls are being extended, on the effective date of the extension, which is the end of the original control period.
- D. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years.
- E. Prior to the issuance of any building permit for the construction/rehabilitation of restricted rental units, the developer/owner and the Borough shall record a preliminary instrument provided by the Administrative Agent.
- F. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property. The deed restriction shall be recorded by the developer with the county records office, and provided as filed and recorded, to the Administrative Agent within 30 days of the receipt of a certificate of occupancy.

- G. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
 - (1) Sublease or assignment of the lease of the unit;
 - (2) Sale or other voluntary transfer of the ownership of the unit;
 - (3) The entry and enforcement of any judgment of foreclosure on the property containing the unit; or
 - (4) The end of the control period, until the occupant household vacates the unit, or is certified as over-income and the controls are released in accordance with UHAC.

380-31. Rent Restrictions for Rental Units; Leases and Fees.

- A. The initial rent for a restricted rental unit shall be set by the Administrative Agent.
- B. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be retained on file by the Administrative Agent.
- C. No additional fees, operating costs, or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
 - (1) Operating costs, for the purposes of this section, include certificate of occupancy fees, move-in fees, move-out fees, mandatory internet fees, mandatory cable fees, mandatory utility submetering fees, and for developments with more than one and a half off-street parking spaces per unit, parking fees for one parking space per household.
- D. Any fee structure that would remove or limit affordable unit occupant access to any amenities or services that are required or included for market-rate unit occupants is prohibited. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
- E. Fees for unit-specific, non-communal items that are charged to market-rate unit tenants on an optional basis, such as pet fees for tenants with pets, storage spaces, bicycle-share programs, or one-time rentals of party or media rooms, may also be charged to affordable unit tenants, if applicable.
- F. Pet fees may not exceed \$30.00 per month and associated one-time payments for optional fees pertaining to pets, such as a pet cleaning fee, are prohibited.
- G. Fees charged to affordable unit tenants for other optional, unit-specific, non-communal items shall not exceed the amounts charged to market-rate tenants.
- H. For any prior round rental unit leased before December 20, 2024, elements of the existing fee structure that are consistent with prior rules, but inconsistent with 5:80-26.13(c)1, may continue until the occupant household's current lease term expires or that occupant household vacates the unit, whichever occurs later.

380-32. Tenant Income Eligibility.

- A. Tenant income eligibility shall be determined pursuant to N.J.A.C. 5:80-26.14, as may be amended and supplemented, and shall be determined as follows:
 - (1) Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of the regional median income by household size.
 - (2) Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of the regional median income by household size.
 - (3) Moderate-income rental units shall be reserved for households with a gross household income less than 80% of the regional median income by household size.
- B. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income or moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - (1) The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 - (2) The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 - (3) The household is currently in substandard or overcrowded living conditions;
 - (4) The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 - (5) The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
- C. The applicant shall file documentation sufficient to establish the existence of any of the circumstances in 2.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

380-33. Municipal Housing Liaison.

- A. The Municipal Housing Liaison shall be approved by municipal resolution.
- B. The Municipal Housing Liaison shall be approved by the Division, or is in the process of getting approval, and fully or conditionally meets the requirements for qualifications, including initial and periodic training as set forth in N.J.A.C. 5:99-1 et seq.
- C. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program, including the following responsibilities, which may not be contracted out to the Administrative Agent:

- (1) Serving as the primary point of contact for all inquiries from the Affordable Housing Dispute Resolution Program, the State, affordable housing providers, administrative agents and interested households.
- (2) The oversight of the Affirmative Marketing Plan and affordability controls.
- (3) When applicable, overseeing and monitoring any contracting Administrative Agent.
- (4) Overseeing the monitoring of the status of all restricted units listed in the Fair Share Plan.
- (5) Verifying, certifying and providing annual information within AHMS at such time and in such form as required by the Division.
- (6) Coordinating meetings with affordable housing providers and administrative agents, as needed.
- (7) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division.
- (8) Overseeing the recording of a preliminary instrument in the form set forth at N.J.A.C. 5:80-26.1 for each affordable housing development.
- (9) Coordinating with the Administrative Agent, municipal attorney and municipal Construction Code Official to ensure that permits are not issued unless the document required in C.8. above has been duly recorded.
- (10) Listing on the municipal website contact information for the MHL and Administrative Agents.

380-34. Administrative Agent.

- A. All municipalities that have created or will create affordable housing programs and/or affordable units shall designate or approve, for each project within its HEFSP, an administrative agent to administer the affordable housing program and/or affordable housing units in accordance with the requirements of the FHA, NJAC 5:99-1 et seq. and UHAC.
- B. The fees for administrative agents shall be paid as follows:
 - (1) Administrative agent fees related to rental units shall be paid by the developer/owner.
 - (2) Administrative agent fees related to initial sale of units shall be paid by the developer.
 - (3) Administrative agent fees related to resales shall be paid by the seller of the affordable home.
 - (4) Administrative agent fees related to ongoing administration and enforcement shall be paid by the Borough.
- C. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s). The Operating Manual(s) shall be available for public inspection in the Office of the Clerk and in the office(s) of the Administrative Agent(s). Operating manuals shall be adopted by resolution of the Governing Body.

- D. Subject to the role of the Administrative Agent(s), the duties and responsibilities as are set forth in N.J.A.C. 5:99-7 and which are described in full detail in the Operating Manual, including those set forth in UHAC, include:
- (1) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division;
 - (2) Affirmative marketing:
 - (a) Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Borough and the provisions of N.J.A.C. 5:80-26.16.
 - (b) Providing counseling, or contracting to provide counseling services, to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements; and landlord/tenant law.
 - (3) 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 low- or moderate-income unit;
 - (c) Providing written notification to each applicant as to the determination of eligibility or non-eligibility within 5 days of the determination thereof.
 - (d) Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in the Appendices J and 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 units are located.
 - (f) Employing a random selection process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.
 - (4) Affordability controls.
 - (a) Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for the recording at the time of conveyance of title of each restricted unit.
 - (b) Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and filed properly with the County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit in accordance with UHAC.
 - (c) Communicating with lenders and the Municipal Housing Liaison regarding foreclosures.
 - (d) Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.11.
 - (5) Records retention.

- (a) Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded recapture mortgage, and note, as appropriate.
 - (b) Records received, retained, retrieved, or transmitted in furtherance of crediting affordable units of a Borough constitute public records of the Borough as defined by N.J.S.A. 47:3-16, and are legal property of the Borough.
- (6) Resales and re-rentals.
 - (a) Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental.
 - (b) Instituting and maintaining an effective means of communicating information to very low-, low-, or moderate-income households regarding the availability of restricted units for resale or re-rental.
- (7) Processing requests from unit owners.
 - (a) Reviewing and approving requests from owners of restricted units who wish to refinance or take out home equity loans during the term of their ownership to determine that the amount of indebtedness to be incurred will not violate the terms of this ordinance.
 - (b) Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems.
 - (c) Notifying the Borough of an owner's intent to sell a restricted unit.
 - (d) Making determinations on requests by owners of restricted units for hardship waivers.
- (8) Enforcement.
 - (a) Securing annually from the Borough a list of all affordable ownership units for which property tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
 - (b) Securing from all developers and sponsors of 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;
 - (c) Sending annual mailings to all owners of affordable dwelling units reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.19(d)4;
 - (d) Establishing a program for diverting unlawful rent payments to the municipal Affordable Housing Trust Fund; and
 - (e) Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent setting forth procedures for administering the affordability controls.

- (9) The Administrative Agent(s) shall, as delegated by the Borough, have the authority to take all actions necessary and appropriate to carry out its/their responsibilities, herein.

380-35. Responsibilities of The Owner of a development containing affordable units.

- A. The owner of all developments containing affordable units subject to this subchapter or the assigned management company thereof shall provide to the administrative agent:

- (1) Site plan, architectural plan, or other plan that identifies the location of each affordable unit, if subject to the site plan approval, settlement agreement, or other applicable document regulating the location of affordable units. The administrative agent shall determine the location of affordable units if not set forth in the site plan approval, settlement agreement, or other applicable document.
- (2) The total number of units in the project and the number of affordable units.
- (3) The breakdown of the affordable units by or identification of affordable unit locations by bedroom count and income level, including street addresses / unit numbers, if subject to the site plan approval, settlement agreement, or other applicable document regulating the breakdown of affordable units. The administrative agent shall determine the bedroom and income distribution if not set forth in the site plan approval, settlement agreement, or other applicable document.
- (4) Floor plans of all affordable units, including complete and accurate identification of all rooms and the dimensions thereof.
- (5) A projected construction schedule.
- (6) The location of any common areas and elevators.
- (7) The name of the person who will be responsible for official contact with the administrative agent for the duration of the project, which must be updated if the contact changes.

- B. In addition to A above, the owner of rental developments containing affordable rental units subject to this subchapter or the assigned management company thereof shall:

- (1) Send to all current tenants in all restricted rental units an annual mailing containing a notice as to the maximum permitted rent and a reminder of the requirement that the unit must remain their principal place of residence, which is defined as residing in the unit at least 260 days out of each calendar year, together with the telephone number, mailing address, and email address of the administrative agent to whom complaints of excess rent can be issued.
- (2) Provide to the administrative agent a description of any applicable fees.
- (3) Provide to the administrative agent a description of the types of utilities and which utilities will be included in the rent.
- (4) Agree and ensure that the utility configuration established at the start of the rent-up process not be altered at any time throughout the restricted period.
- (5) Provide to the administrative agent a proposed form of lease for any rental units.

- (6) Ensure that the tenant selection criteria for the applicants for affordable units not be more restrictive than the tenant selection criteria for applicants for non-restricted units.
- (7) Strive to maintain the continued occupancy of the affordable units during the entire restricted period.
- C. In addition to A, above, the owner of affordable for-sale developments containing affordable for-sale units subject to this subchapter or the assigned management company thereof shall provide the administrative agent:
 - (1) Proposed pricing for all units, including any purchaser options and add-on items.
 - (2) Condominium or homeowner association fees and any other applicable fees.
 - (3) Estimated real property taxes.
 - (4) Sewer, water, trash disposal, and any other utility assessments.
 - (5) Flood insurance requirement, if applicable.
 - (6) The State-approved planned real estate development public offering statement and/or master deed, where applicable, as well as the full build-out budget.

380-36. Enforcement of Affordable Housing Regulations

- A. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the Borough shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- B. After providing written notice of a violation to an owner, developer or tenant of an affordable unit and advising the owner, developer or tenant of the penalties for such violations, the Borough may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 - (1) The Borough may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the Court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the Court:
 - (a) A fine of not more than \$500 or imprisonment for a period not to exceed 90 days, or both, unless otherwise specified below, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;
 - (b) In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Affordable Housing Trust Fund of the gross amount of rent illegally collected;

- (c) In the case of an owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.
- C. The Borough shall have the authority to levy fines against the owner of the development for instances of noncompliance with NJHRC advertising requirements (N.J.S.A. 52:27D-321.6.e.(2)), following written notice to the owner. The fine for the first offense of noncompliance shall be \$5,000, the fine for the second offense of noncompliance shall be \$10,000, and the fine for each subsequent offense of noncompliance shall be \$15,000.
- D. The Borough may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low- or moderate-income unit.
- (1) Such judgment shall be enforceable, at the option of the Borough, by means of an execution sale by the Sheriff, at which time the affordable unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the Borough, including attorney's fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
 - (2) The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the low- or moderate-income unit. The excess, if any, shall be applied to reimburse the Borough for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the Borough in full as aforesaid, the violating owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the Borough in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus shall be placed in escrow by the Borough for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the Borough for such. Failure of the owner to claim such balance within the two year period shall automatically result in a forfeiture of such balance to the Borough. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the Borough, whether such balance shall be paid to the owner or forfeited to the Borough.
 - (3) Foreclosure due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as they apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The owner determined to be in violation of the provisions of this plan and from whom title

and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

- (4) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the Borough may acquire title to the affordable unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the affordable unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess that would have been realized from an actual sale as previously described.
 - (5) Failure of the low- or moderate-income unit to be either sold at the Sheriff's sale or acquired by the Borough shall obligate the owner to accept an offer to purchase from any qualified purchaser that may be referred to the owner by the Borough, with such offer to purchase being equal to the maximum resale price of the low- or moderate-income unit as permitted by the regulations governing affordable housing units.
 - (6) The affordable unit owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.
- E. It is the responsibility of the municipal housing liaison and the administrative agent(s) to ensure that affordable housing units are administered properly. All affordable units must be occupied within a reasonable amount of time and be re-leased within a reasonable amount of time upon the vacating of the unit by a tenant. If an administrative agent or municipal housing liaison becomes aware of or suspects that a developer, landlord, or property manager has not complied with these regulations, it shall report this activity to the Division. The Division must notify the developer, landlord, or property manager, in writing, of any violation of these regulations and provide a 30-day cure period. If, after the 30-day cure period, the developer, landlord, or property manager remains in violation of any terms of this subchapter, including by keeping a unit vacant, the developer, landlord, or property manager may be fined up to the amount required to construct a comparable affordable unit of the same size and the deed-restricted control period will be extended for the length of the time the unit was out of compliance, in addition to the remedies provided for in this section. For the purposes of this subsection, a reasonable amount of time shall presumptively be 60 days, unless a longer period of time is required due to demonstrable market conditions and/or failure of the municipal housing liaison or the administrative agent to refer a certified tenant.
- F. Banks and other lending institutions are prohibited from issuing any loan secured by owner occupied real property subject to the affordability controls set forth in this subchapter if such loan would be in excess of amounts permitted by the restriction documents recorded in the deed or mortgage book in the county in which the

property is located. Any loan issued in violation of this subsection is void as against public policy.

G. The Agency and the Department hereby reserve, for themselves and for each administrative agent appointed pursuant to this subchapter, all of the rights and remedies available at law and in equity for the enforcement of this subchapter, including, but not limited to, fines, evictions, and foreclosures as approved by a county-level housing judge.

H. Appeals

(1) Appeals from all decisions of an administrative agent appointed pursuant to this subchapter must be filed, in writing, with the municipal housing liaison. A decision by the municipal housing liaison may be appealed to the Division. A written decision of the Division Director upholding, modifying, or reversing an administrative agent's decision is a final administrative action.

Repealer

All ordinances or code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Severability

If any section, subsection, paragraph, sentence or any other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance.

Effective Date

This ordinance shall take effect upon its passage and publication, as required by law.

ORDINANCE NO. 26-04

**AN ORDINANCE CREATING THE AFFORDABLE HOUSING OVERLAY 4 ZONE
DISTRICT ON BLOCK 301, LOT 3.05**

WHEREAS, the Land Use Board of the Borough of Woodcliff Lake adopted the Borough's Fourth Round Housing Element and Fair Share Plan on June 24, 2025, and the Mayor and Council of the Borough of Woodcliff Lake endorsed the Housing Element and Fair Share Plan on the same date; and

WHEREAS, in accordance with P.L. 2024, c.2, Fair Share Housing Center and SIG 100 Tice, LLC challenged the compliance of the Housing Element and Fair Share Plan with P.L. 2024, c.2; and

WHEREAS, between September 1 and December 31, 2025, the Borough participated in multiple mediation sessions with the challenger parties before the Honorable Ronald E. Bookbinder, A.J.S.C. (Retired, appointed Program Judge) and Special Adjudicator Joseph Burgis, PP, AICP in order to attempt to resolve the challenges to the Plan; and

WHEREAS, as a result of those mediation sessions, the Borough agreed to a settlement with the challenger parties which includes agreements regarding the rezoning of Block 301, Lot 3.05, also known as 100 Tice, to permit a mixed-use inclusionary development of up to 91 units on the property inclusive of 18 affordable age-restricted apartments and 25 market-rate age-targeted townhouses and 20,000 square feet of commercial space.

NOW, THEREFORE BE IT ORDAINED by the Borough Council of the Borough of Woodcliff Lake, Bergen County, New Jersey, that the Code of the Borough of Woodcliff Lake is hereby amended to create the AHO4 Affordable Housing Overlay 4 Zone.

§380-66.2

A. There is hereby created the AHO4 Affordable Housing Overlay 4 Zone, consisting of Block 301, Lot 3.05, for the purposes of addressing the Borough's Fourth Round Affordable Housing "Unmet Need". The parameters and provisions of this overlay zone shall be as follows:

- (1) Underlying Zoning. A developer of property within the AHO4 Zone may elect to develop in conformance with either the requirements and provisions herein, or with the underlying zoning. All other requirements of Chapter 380 of the Borough Code shall continue to apply to the AHO4 Zone except where superseded or supplemented herein.
- (2) Permitted Principal Uses:

- (a) Age-Restricted Multi-Family Apartments, pursuant to the definition of Age-Restricted Unit at §380-15.B, which may be located in a mixed-use building above ground-level business uses.
 - (b) Townhouses for seniors and/or families;
 - (c) Business uses permitted in the B-2 Zone at § 380-42A, provided that they are on the ground floor of a mixed-use building, having residential apartments above;
- (3) Permitted Accessory Uses:
 - (a) All accessory uses customarily incidental to an age restricted living community;
- (4) Prohibited Principal Uses:
 - (a) Any uses which are not identified in A(2) as permitted uses shall be prohibited in the AHO4 zone.
- (5) Bulk Requirements
 - (a) Minimum Tract Size: 12 Acres
 - (b) Minimum Building Setback from Tice Boulevard:
 - 1. Townhomes: 32 feet
 - 2. All other Buildings: 175 feet
 - (c) Minimum Building Setback from Harriet Drive:
 - 1. Townhomes: 32 feet
 - 2. All other Buildings: 100 feet
 - (d) Minimum Distance between Buildings:
 - 1. Front to Front/Side: 70 feet
 - 2. Rear to Rear: 50 feet
 - 3. Side to Side: 25 feet
 - 4. Townhouse to All Other Building Types: 70 feet
 - (e) Coverage:
 - 1. Buildings: 25%
 - 2. Total Surface: 50%
 - (f) Density: 7.6 du/ac, not to exceed 91 total units
 - (g) Building Height:
 - 1. Age-Targeted Townhomes: 2.5 stories, 35 feet
 - 2. All Other Buildings: 3.5 stories, 42 feet
- (6) All Other Requirements:
 - (a) Affordable Housing: A minimum of 18 units or 20% of the total number of units in the development, whichever number is greater, shall be age restricted affordable housing units in compliance with the Uniform Housing Affordability Controls at N.J.A.C. 5:80-26.1 et seq. and the Borough Code at Chapter 380, Article V, including but not limited to:
 - i. The requirement that at least thirteen percent (13%) of the affordable units within each bedroom distribution shall be required to be for very low-income households earning thirty percent (30%) or less of median income,

- ii. Recording of appropriate affordability controls of not less than forty (40) years for rental units and not less than thirty (30) years for sale units, and
 - iii. Minimum unit sizes by square footage as required by UHAC for affordable housing units.
 - iv. The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include the community and regional organizations identified by the Borough, and it shall also include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law.
 - v. The affordable units shall be integrated with the market-rate units, and the affordable units shall not be concentrated in separate building(s) or in separate area(s) or floor(s) from the market-rate units. In buildings with multiple dwelling units of similar tenure, this shall mean that the affordable units shall be generally distributed within each building with market units. The residents of the affordable units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the residents of the market-rate units. The affordable units shall be the same type of housing unit as the market rate units, meaning that a market rate building available to families shall not be developed to provide age-restricted housing units.
- (b) Age-Targeted Housing: A minimum of 25 townhome units, which may be market-rate units, shall be age-targeted carriage units designed with primary living and sleeping space on the ground story.
- (c) Residential Parking Ratio: Shall meet or exceed the parking ratios at N.J.A.C. 5:21-4.14, Table 4.4. Notwithstanding the number of parking spaces provided for townhouse units, there shall be a minimum of two (2) parking spaces assigned to or available for residents of apartments.
- (d) Non-Residential Parking Ratio: Parking for any non-residential principal uses shall comply with §292-26A, except that a reduced parking ratio of not less than 2.15 spaces per 1,000 square feet may be acceptable if a developer demonstrates that a shared parking arrangement is feasible between uses on the site.
- (e) Environmental Standards: Development in the AHO4 zone shall comply in all ways.
- (f) Screening:
- 1. Tice Boulevard: Townhome units shall be screened from Tice Boulevard with a combination of plantings and a solid fence,

conforming to §168-5, set a minimum of 20 feet from the property line.

2. Adjacent Residential Uses: Screening shall be provided from adjacent residential uses in accordance with §292-29.

Section 2. If any section, paragraph, subsection, clause, or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

Section 3. Any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 4. To the extent that any portion of the Ordinance conflicts with or amends or modifies any provision of any other of the Borough's development regulations, the conflicts shall supersede or amend or modify, as applicable, such development regulations and the zoning district map included in the Borough's zoning ordinance shall be deemed amended accordingly.

Section 5. This Ordinance shall take effect upon passage and publication in accordance with applicable law.

ORDINANCE NO. 26-05

AN ORDINANCE AMENDING THE CODE OF THE BOROUGH OF WOODCLIFF LAKE TO ESTABLISH AN AFFORDABLE HOUSING SET ASIDE FOR THE THO-II TOWNHOME OVERLAY DISTRICT

WHEREAS, pursuant to *N.J.S.A. 40:55D-62b*, the Mayor and Council of the Borough of Woodcliff Lake is authorized and empowered to adopt and amend the zoning ordinance of the Borough of Woodcliff Lake; and

WHEREAS, the Borough further recognizes the continuing need for and its obligation in creating affordable housing within the Borough consistent with the "Fair Housing Act," P.L. 1985, c 222 (C-52:27D-301 et seq.); and

WHEREAS, the Borough filed a resolution of participation in the Affordable Housing Dispute Resolution Program (the "Program") and a declaratory judgment action pursuant to *N.J.S.A. 52:27D-391 et. Seq.* (the "Fair Housing Act") on January 29, 2025; and

WHEREAS, the Court entered an order on May 13, 2025 setting the Borough's Fourth Round fair share obligations as a Present Need of 0 units and a Prospective Need of 360 units, which no party appealed, and ordering the Borough to file a Housing Element and Fair Share Plan ("HEFSP") by June 30, 2025; and

WHEREAS, the filed its HEFSP on June 25, 2025; and

WHEREAS, Fair Share Housing Center filed a challenge pursuant to *N.J.S.A. 52:27D-304.1(f)(2)(b)* regarding the Borough's HEFSP on August 28, 2025; and

WHEREAS, mediation was held as part of the Affordable Housing Dispute Resolution Program; and

WHEREAS, pursuant to the terms of the mediation, the Borough agreed to codify a 20% set-asides for affordable housing in the THO-II Townhome Overlay District; and

WHEREAS, to facilitate such mediated settlement and in compliance with its HEFSP, the Mayor and Council of the Borough of Woodcliff Lake have deemed it in the best interests of the Borough to amend the Borough Zoning Ordinance so as to establish a 20% set aside for affordable housing in the THO-II Townhome Overlay District.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Woodcliff Lake, Bergen County, New Jersey, as follows:

Section 1. That Chapter 380-11.4 shall be supplemented as follows:

§ 380-11.4 THO-II Townhome Overlay Districts

C. There shall be a mandatory set-aside of affordable units within the THO-II Townhome Overlay District such that 20% of all units, regardless of tenure, shall be restricted for affordable households. Where this requirement results in a fraction of a unit, the fraction shall be rounded to the nearest whole unit. Fractions of less than one half (1/2) shall be rounded down to the lower whole unit and fractions of one half (1/2) or greater shall be rounded up to the higher whole unit. All affordable units to be produced pursuant to this section shall comply with the Borough's Affordable Housing Ordinance, the Uniform Housing Affordability Controls ("UHAC")(N.J.A.C. 5:80-26.1 et seq.), the Borough's Housing Element and Fair Share Plan, as may be amended from time to time, and any applicable Order of the Court, including a Judgment of Compliance and Response Order. This shall include but is not limited to:

- a. The requirement that at least thirteen percent (13%) of the affordable units within each bedroom distribution shall be required to be for very-low-income households earning thirty percent (30%) or less of median income,
- b. The bedroom distribution of very-low, low- and moderate- income affordable units shall be as follows:
 - i. No more than 20% of the very-low, low- and moderate-income units shall be one-bedroom units.
 - ii. At least 20% of the very-low, low- and moderate-income units shall be three-bedroom units.
 - iii. At least 30% of the very-low, low- and moderate-income units shall be two-bedroom units.
- c. Recording of appropriate affordability controls of not less than forty (40) years for rental units and not less than thirty (30) years for sale units, and
- d. Minimum unit sizes by square footage as required by UHAC for affordable housing units.
- e. The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include the community and regional organizations identified by the Borough, and it shall also include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law.
- f. The affordable units shall be integrated with the market-rate units, and the affordable units shall not be concentrated in separate building(s) or in separate area(s) or floor(s) from the market-rate units. In buildings with multiple dwelling units of similar tenure, this shall mean that the affordable units shall be generally distributed within each building with market units. The residents of the affordable units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the residents of the market-rate units. The affordable units shall be the same type of housing unit as the market rate units, meaning that a market rate building available to families shall not be developed to provide age-restricted housing units.

Section 2. All prior ordinances that are inconsistent with this ordinance are repealed. All ordinances are hereby amended to be consistent with this ordinance and all ordinances, including this one, shall be construed consistent with the express purpose of this ordinance.

Section 3. This ordinance shall be construed consistent with the purpose stated herein. Any ambiguities in this ordinance shall be construed in accordance with the purpose of this ordinance. If any part of this ordinance is invalidated by a court of competent jurisdiction, the remainder of this ordinance shall be saved to the full extent possible. This ordinance repeals provisions of the Woodcliff Lake Code only where stated herein; otherwise this ordinance is amendatory and supplementary to existing provision of the Woodcliff Lake Code.

Section 4. This ordinance shall take effect immediately upon approval and publication of notice of adoption as provided by law.

ORDINANCE NO. 26-06

**AN ORDINANCE OF THE BOROUGH OF WOODCLIFF LAKE IN BERGEN COUNTY ADOPTING THE
BLOCK 2601, LOT 15, 16 and 17 REDEVELOPMENT PLAN**

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., (the "LRHL") authorizes municipalities to determine whether certain parcels of land within the municipality constitute an "area in need of redevelopment" as described in Section 5 of the Redevelopment Law; and

WHEREAS, on September 15, 2025, the Borough Council of the Borough of Woodcliff Lake (the "Council") adopted Resolution #25-239, which authorized and directed the Borough of Woodcliff Lake Land Use Board (the "Board") to conduct a preliminary investigation to determine whether Block 2601, Lots 15, 16 and 17 as shown on the Tax Map of the Borough of Woodcliff Lake (the "Property"), meets the criteria set forth in Section 5 of the LRHL and should be designated as a "Non-Condensation Area In Need of Redevelopment;" and

WHEREAS, on behalf of the Board, FAR Planning ("FAR") issued a report of Preliminary Investigation for Determination of an area in need of redevelopment dated January 2026 (the "Preliminary Investigation"), which concluded, for the reasons stated therein, that the Property meets certain criteria under the LRHL supporting a declaration that the Property is a non-condemnation redevelopment area; and

WHEREAS, the Planning Board held a duly noticed public hearing on January 27, 2026, concerning the above-referenced Preliminary Investigation; and

WHEREAS, on February 19, 2026, the Council adopted Resolution #26-XX declaring the Property a non-condemnation area in need of redevelopment; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, FAR Planning prepared a redevelopment plan dated February 202 (the "Redevelopment Plan") for the Property, a copy of which is attached hereto as Exhibit A; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7(d)-(e), upon introduction of this Ordinance, the Redevelopment Plan shall be referred to the Borough's Land Use Board for review of the Redevelopment Plan and a determination of its consistency with the Borough of Woodcliff Lake Master Plan within forty-five (45) days of referral.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Borough of Woodcliff Lake, Bergen County, State of New Jersey, that:

Section 1. Pursuant to N.J.S.A. 40A:12A-7 the Council hereby accepts and approves the Redevelopment Plan, as attached hereto as Exhibit A and as set forth herein, and hereby adopts said Redevelopment Plan.

Section 2. If any section, paragraph, subsection, clause, or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

Section 3. Any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 4. To the extent that any portion of the Redevelopment Plan conflicts with or amends or modifies any provision of any other of the Borough's development regulations, the Redevelopment Plan shall supersede or amend or modify, as applicable, such development regulations and the zoning district map included in the Borough's zoning ordinance shall be deemed amended accordingly.

Section 5. This Ordinance shall take effect upon passage and publication in accordance with applicable law.

ORDINANCE NO. 26-07

**AN ORDINANCE OF THE BOROUGH OF WOODCLIFF LAKE, BERGEN COUNTY, ADOPTING
THE BLOCK 301, LOT 3.04 REDEVELOPMENT PLAN**

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., (the "LRHL") authorizes municipalities to determine whether certain parcels of land within the municipality constitute an "area in need of redevelopment" as described in Section 5 of the Redevelopment Law; and

WHEREAS, on October 21, 2024, the Borough Council of the Borough of Woodcliff Lake (the "Council") adopted Resolution #24-222, which authorized and directed the Borough of Woodcliff Lake Land Use Board (the "Board") to conduct a preliminary investigation to determine whether Block 301, Lot 3.04 as shown on the Tax Map of the Borough of Woodcliff Lake (the "Property"), meets the criteria set forth in Section 5 of the LRHL and should be designated as a "Non-Condemnation Area In Need of Redevelopment;" and

WHEREAS, on behalf of the Board, DMR Architects ("DMR") issued a report of Preliminary Investigation for Determination of an area in need of redevelopment dated January 2025 (the "Preliminary Investigation"), which concluded, for the reasons stated therein, that the Property meets certain criteria under the LRHL supporting a declaration that the Property is a non-condemnation redevelopment area; and

WHEREAS, the Planning Board held a duly noticed public hearing on April 22, 2025, concerning the above-referenced Preliminary Investigation; and

WHEREAS, at the April 22, 2025, public hearing, the Planning Board further concurred and agreed with the reasons stated in the Preliminary Investigation that the Property constitutes and meets certain criteria under the LRHL supporting the recommendation that the Property be determined and declared a non-condemnation "area in need of redevelopment"; and

WHEREAS, on June 16, 2025, the Council adopted Resolution #25-185 declaring the Property a non-condemnation area in need of redevelopment; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, FAR Planning prepared a redevelopment plan dated February 2026 (the "Redevelopment Plan") for the Property, a copy of which is attached hereto as Exhibit A; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7(d)-(e), upon introduction of this Ordinance, the Redevelopment Plan shall be referred to the Borough's Land Use Board for review of the Redevelopment Plan and a determination of its consistency with the Borough of Woodcliff Lake Master Plan within forty-five (45) days of referral.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Borough of Woodcliff Lake, Bergen County, State of New Jersey, that:

Section 1. Pursuant to N.J.S.A. 40A:12A-7 the Council hereby accepts and approves the Redevelopment Plan, as attached hereto as Exhibit A and as set forth herein, and hereby adopts said Redevelopment Plan.

Section 2. If any section, paragraph, subsection, clause, or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

Section 3. Any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 4. To the extent that any portion of the Redevelopment Plan conflicts with or amends or modifies any provision of any other of the Borough's development regulations, the Redevelopment Plan shall supersede or amend or modify, as applicable, such development regulations and the zoning district map included in the Borough's zoning ordinance shall be deemed amended accordingly.

Section 5. This Ordinance shall take effect upon passage and publication in accordance with applicable law.

ORDINANCE NO. 26-08

AN ORDINANCE AMENDING CHAPTER 380, SECTION 66.2, "AHO4 AFFORDABLE HOUSING OVERLAY ZONE"

WHEREAS, on March 16, 2026, the Mayor and Council of the Borough of Woodcliff Lake adopted Ordinance 26-04 creating the AHO4 Affordable Housing Overlay Zone; and

WHEREAS, the Mayor and Council of the Borough of Woodcliff Lake wish to amend the Zone to provide for side and rear yard setbacks.

NOW, THEREFORE BE IT ORDAINED by the Borough Council of the Borough of Woodcliff Lake, Bergen County, New Jersey, that §380-66.2 of the Code of the Borough of Woodcliff Lake is hereby amended as follows.

SECTION 1: §380-66.2.A(5) is amended as follows (Bold, underlined text represents additions to be adopted):

§380-66.2

- A. There is hereby created the AHO4 Affordable Housing Overlay 4 Zone, consisting of Block 301, Lot 3.05, for the purposes of addressing the Borough's Fourth Round Affordable Housing "Unmet Need". The parameters and provisions of this overlay zone shall be as follows:

...

(5) Bulk Requirements

- (a) Minimum Tract Size: 12 Acres
- (b) Minimum Building Setback from Tice Boulevard:
 - 1. Townhomes: 32 feet
 - 2. All other Buildings: 175 feet
- (c) Minimum Building Setback from Harriet Drive:
 - 1. Townhomes: 32 feet
 - 2. All other Buildings: 100 feet
- (d) **Minimum Side Yard Setback (yard opposite of Tice Boulevard frontage): 160 feet**
- (e) **Minimum Rear Yard Setback (yard opposite Harriet Drive frontage): 25 feet**
- (f) Minimum Distance between Buildings:
 - 1. Front to Front/Side: 70 feet
 - 2. Rear to Rear: 50 feet
 - 3. Side to Side: 25 feet
 - 4. Townhouse to All Other Building Types: 70 feet
- (g) Coverage:
 - 1. Buildings: 25%
 - 2. Total Surface: 50%

- (h) Density: 7.6 du/ac, not to exceed 91 total units
- (i) Building Height:
 - 1. Age-Targeted Townhomes: 2.5 stories, 35 feet
 - 2. All Other Buildings: 3.5 stories, 42 feet

Section 2. If any section, paragraph, subsection, clause, or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

Section 3. Any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 4. To the extent that any portion of the Ordinance conflicts with or amends or modifies any provision of any other of the Borough' s development regulations, the conflicts shall supersede or amend or modify, as applicable, such development regulations and the zoning district map included in the Borough' s zoning ordinance shall be deemed amended accordingly.

Section 5. This Ordinance shall take effect upon passage and publication in accordance with applicable law.



BOROUGH OF WOODCLIFF LAKE

100 PASCACK ROAD, WOODCLIFF LAKE, NEW JERSEY 07677

Council Member	Motion	Second	Yea	Nay	Abstain	Absent
Carlos Rendo, Mayor Tomas J. Padilla, Borough Administrator						
Bonanno			X			
Brodsky		X	X			
Margolis			X			
Marsh			X			
Pollack			X			
Stern	X		X			
Mayor Rendo						

201-391-4977
Fax 201-391-8830

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12

**RESOLUTION NO. 26-77
MARCH 16, 2026**

WHEREAS, the Borough of Woodcliff Lake is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et seq., and

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Borough of Woodcliff Lake to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

_____ 1. Matters Required by Law to be Confidential. Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.

_____ 2. Matters Where the Release of Information Would Impair the Right to Receive Funds. Any matter in which the release of information would impair a right to receive funds from the Government of the United States.

_____ 3. Matters Involving Individual Privacy. Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing,

relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.

____4. Matters Relating to Collective Bargaining Agreements. Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.

____5. Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds. Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed specifically with respect to _____. The minutes will be released on or before _____, 20__ when the issues pertaining to the property located at _____ have been approved and finalized.

____6. Matters Relating to Public Safety and Property. Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations of possible violations of the law.

X 7. Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege, any pending or anticipated litigation or contract negotiation in which the public body is or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer, specifically with respect to: Litigation Update

The minutes will be released in approximately ninety (90) days or upon the resolution through settlement or court decision and the time period for any and all appeals.

____8. Matters Relating to the Employment Relationship. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting, specifically: personnel discussion.

The minutes will be released within ninety (90) days or earlier upon the resolution of the matter through settlement or court decision and the time period for any and all appeals.

_____9. Matters Relating to the Potential Imposition of a Penalty. Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party bears responsibility.

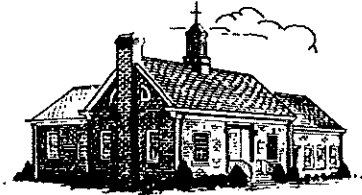
NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Woodcliff Lake, assembled in public session on March 16, 2026 that an Executive Session closed to the public shall be held on March 16, 2026 at 6:00 PM, regarding the discussion of matters relating to the specific items designated above.

CERTIFICATION

I, Deborah Dakin, Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen, and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of March 16, 2026.



**DEBORAH DAKIN, RMC, CMR
BOROUGH CLERK**



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, WOODCLIFF LAKE, NEW JERSEY 07677

Carlos Rendo, Mayor
Tomas J. Padilla, Borough Administrator

201-391-4977
Fax 201-391-8830

Council Member	Motion	Second	Yea	Nay	Abstain	Absent
Bonanno			X			
Brodsky			X			
Margolis			X			
Marsh		X	X			
Pollack	X		X			
Stern			X			
Mayor Rendo						

RESOLUTION AUTHORIZING PAYMENT OF PAYROLL & PAYMENT OF CLAIMS

RESOLUTION NO. 26-78

MARCH 16, 2026

BE IT RESOLVED, that the following Payroll Disbursements made by the Treasurer since the last meeting are proper and hereby ratified and approved:

Payroll Released 2/28/2026	\$ 220,125.87
Payroll Released 3/15/2026	\$ 221,644.51

BE IT FURTHER RESOLVED that the following current claims against the Borough for materials and services have been considered and are proper and hereby are approved for payment.

Current Fund:	\$3,036,914.86
Affordable Housing:	\$ 11,136.50
Trust Funds Other	\$ 1,660.00
Animal Control:	\$ 26.40
State Unemployment:	\$ 5.32
General Capital:	\$ 640,966.70
Escrow:	\$ 29,513.67

CERTIFICATION OF FUNDS

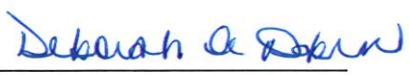
I, Jonathan DeJoseph, Chief Financial Officer of the Borough of Woodcliff Lake, hereby duly certify that fund(s) are available for Payroll Disbursements and Payment of Claims.



Jonathan DeJoseph
Chief Financial Officer

CERTIFICATION

I, Deborah Dakin, Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen, and the State of New Jersey do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Mayor and Council at the meeting of March 16, 2026.



Deborah A. Dakin, RMC, CMR
Borough Clerk



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, WOODCLIFF LAKE, NEW JERSEY 07677

Carlos Rendo, Mayor
Tomas J. Padilla, Borough Administrator

201-391-4977
Fax 201-391-8830

Council Member	Motion	Second	Yea	Nay	Abstain	Absent
Bonanno			X			
Brodsky			X			
Margolis			X			
Marsh		X	X			
Pollack	X		X			
Stern			X			
Mayor Rendo						

A RESOLUTION OF THE BOROUGH OF WOODCLIFF LAKE ADOPTING THE BERGEN COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

RESOLUTION NO. 26-79
MARCH 16, 2026

WHEREAS, the Borough of Woodcliff Lake recognizes the threat that natural hazards pose to people and property within Woodcliff Lake; and

WHEREAS, the County of Bergen has prepared a multi-hazard mitigation plan, hereby known as Bergen County Multi-Jurisdictional Hazard Mitigation Plan 2026, in accordance with federal and state laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and New Jersey P.L. 2023, CHAPTER 313 approved January 16, 2024; and

WHEREAS, the Bergen County Multi-Jurisdictional Hazard Mitigation Plan 2026, identifies current and future natural hazard risks, and assesses the vulnerability of facilities, infrastructure, and populations, and defines mitigation goals and actions to reduce or eliminate long term risk to people and property in (local government) from the impacts of future natural hazards and disasters; and

WHEREAS, adoption by the Borough of Woodcliff Lake demonstrates its commitment to hazard mitigation and achieving the goals outlined in the Bergen County Multi-Jurisdictional Hazard Mitigation Plan 2026.

NOW THEREFORE, BE IT RESOLVED BY THE BOROUGH OF THE BOROUGH OF WOODCLIFF

LAKE, NEW HERSEY THAT:

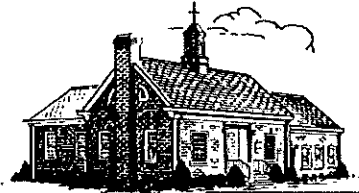
Section 1. In accordance with (local rule for adopting resolutions), the Borough of Woodcliff Lake adopts the Bergen County Multi-Jurisdictional Hazard Mitigation Plan 2026. While content related to Woodcliff Lake may require revisions to meet the plan approval requirements, changes occurring after adoption will not require Woodcliff Lake to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

CERTIFICATION

I, Deborah Dakin, Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen, and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of March 16, 2026.



**DEBORAH DAKIN, RMC, CMR
BOROUGH CLERK**



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, WOODCLIFF LAKE, NEW JERSEY 07677

Carlos Rendo, Mayor
Tomas J. Padilla, Borough Administrator

201-391-4977
Fax 201-391-8830

Council Member	Motion	Second	Yea	Nay	Abstain	Absent
Bonanno			X			
Brodsky			X			
Margolis			X			
Marsh		X	X			
Pollack	X		X			
Stern			X			
Mayor Rendo						

RESOLUTION AWARDING A CONTRACT TO AA BERMS, LLC FOR BROADWAY CORRIDOR STREETSCAPE IMPROVEMENTS (NJDOT MA 2024)

**RESOLUTION NO. 26-80
MARCH 16, 2026**

WHEREAS, the Borough of Woodcliff Lake is in receipt of six (6) bids for the Broadway Corridor Streetscape Improvements Project (NJDOT MA 2024); and

WHEREAS, upon review of the same, the bid submitted by AA Berms LLC in the base bid amount of \$283,639.40 represents the lowest responsible quote; and

WHEREAS, the Borough Administrator and Borough Attorney have reviewed the bid submitted by AA Berms LLC, attached hereto and incorporated herein by reference for the within referenced project in the amount of \$283,639.40 and recommend the approval of same; and

WHEREAS, the Borough Attorney has prepared a contract agreement between the Borough and AA Berms LLC for the Broadway Corridor Streetscape Improvements Project (NJDOT MA 2024), a copy of which is attached hereto and incorporated herein by reference, and recommends the approval of same; and

WHEREAS, the Chief Financial Officer has certified that the funds are available for this project in budget account nos. C-04-55-946-012 and C-04-55-946-011, said certification being attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Woodcliff Lake, County of Bergen and State of New Jersey that the bid submitted by AA Berms

LLC for the Broadway Corridor Streetscape Improvements Project (NJDOT MA 2024) in the amount of \$283,639.40, a copy of which is attached hereto and incorporated herein by reference, be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized and directed to execute the contract agreement between the Parties attached hereto and incorporated herein by reference, on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk be and is hereby authorized and directed to forward a copy of this resolution together with the contract agreement to AA Berms LLC upon its passage.

CERTIFICATION

I, Deborah Dakin, Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen, and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of March 16, 2026.



**DEBORAH DAKIN, RMC, CMR
BOROUGH CLERK**



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, WOODCLIFF LAKE, NEW JERSEY 07677

Carlos Rendo, Mayor
Tomas J. Padilla, Borough Administrator

201-391-4977
Fax 201-391-8830

Council Member	Motion	Second	Yea	Nay	Abstain	Absent
Bonanno			X			
Brodsky			X			
Margolis			X			
Marsh		X	X			
Pollack	X		X			
Stern			X			
Mayor Rendo						

RESOLUTION AUTHORIZING CHANGE ORDER REDUCTION FOR OLD MILL DRIVEWAY AND BANK STABILIZATION PROJECT

RESOLUTION NO. 26-81
MARCH 16, 2026

WHEREAS, the Borough of Woodcliff Lake is in receipt of Change Order No. 1 from Neglia Engineering (Neglia Project No. WDLAMN23.012) in the amount of \$67,076.36 for the Old Mill Driveway and Bank Stabilization Project; and

WHEREAS, the Borough Administrator and Finance Officer have reviewed Change Order #1 attached hereto and incorporated herein by reference, submitted by Neglia Engineering with regard to this matter and recommend the approval of same; and

WHEREAS, the Chief Financial Officer has certified that the funds are available for Change Order #1 in the amount of \$67,076.36 in Acct. No. C-04-55-939-099 and C-04-55-945-099, said certification being attached hereto and incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Woodcliff Lake, County of Bergen and State of New Jersey, that Change Order #1 in the amount of \$67,076.36 submitted by Neglia Engineering for the Old Mill Driveway and Bank Stabilization Project (Neglia Project No. WDLAMN23.012), a copy of which is attached hereto and incorporated herein by reference, be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Borough Administrator be and is hereby authorized and directed to take all steps necessary to effectuate payment in accord with Change Order #1; and

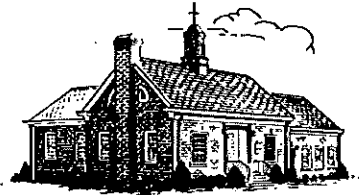
BE IT FURTHER RESOLVED that the Borough Clerk be and she is hereby authorized and directed to forward a copy of this resolution to Neglia Engineering upon its passage.

CERTIFICATION

I, Deborah Dakin, Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of March 16, 2026.



**DEBORAH DAKIN, RMC, CMR
BOROUGH CLERK**



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, WOODCLIFF LAKE, NEW JERSEY 07677

Carlos Rendo, Mayor
Tomas J. Padilla, Borough Administrator

201-391-4977
Fax 201-391-8830

Council Member	Motion	Second	Yea	Nay	Abstain	Absent
Bonanno			X			
Brodsky			X			
Margolis			X			
Marsh		X	X			
Pollack	X		X			
Stern			X			
Mayor Rendo						

RESOLUTION AUTHORIZING CHANGE ORDER REDUCTION FOR WERIMUS LANE CULVERT BANK STABILIZATION REPAIRS

**RESOLUTION NO. 26-82
MARCH 16, 2026**

WHEREAS, the Borough of Woodcliff Lake is in receipt of Change Order No. 1 from Neglia Engineering (Neglia Project No. WDLAMN23.013) in the amount of \$52,634.05 for the Werimus Lane Culvert Bank Stabilization Repairs; and

WHEREAS, the Borough Administrator and Finance Officer have reviewed Change Order #1 attached hereto and incorporated herein by reference, submitted by Neglia Engineering with regard to this matter and recommend the approval of same; and

WHEREAS, the Chief Financial Officer has certified that the funds are available for Change Order #1 in the amount of \$52,634.05 in Acct. No. C-04-55-939-099 and C-04-55-945-099, said certification being attached hereto and incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Woodcliff Lake, County of Bergen and State of New Jersey, that Change Order #1 in the amount of \$52,634.05 submitted by Neglia Engineering for the Werimus Lane Culvert Bank Stabilization Repairs (Neglia Project No. WDLAMN23.013), a copy of which is attached hereto and incorporated herein by reference, be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Borough Administrator be and is hereby authorized and directed to take all steps necessary to effectuate payment in accord with Change Order #1; and

BE IT FURTHER RESOLVED that the Borough Clerk be and she is hereby authorized and directed to forward a copy of this resolution to Neglia Engineering upon its passage.

CERTIFICATION

I, Deborah Dakin, Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of March 16, 2026.



**DEBORAH DAKIN, RMC, CMR
BOROUGH CLERK**



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, WOODCLIFF LAKE, NEW JERSEY 07677

Carlos Rendo, Mayor Tomas J. Padilla, Borough Administrator	Council Member	Motion	Second	Yea	Nay	Abstain	Absent	201-391-4977 Fax 201-391-8830
	Bonanno			X				
	Brodsky			X				
	Margolis			X				
	Marsh		X	X				
	Pollack	X		X				
	Stern			X				
	Mayor Rendo							

RESOLUTION AUTHORIZING CHANGE ORDER REDUCTION FOR STORMWATER OUTFALL REPAIRS

**RESOLUTION NO. 26-83
MARCH 16, 2026**

WHEREAS, the Borough of Woodcliff Lake is in receipt of Change Order No. 1 from Neglia Engineering (Neglia Project No. WDLAMN23.014) in the amount of \$40,066.66 for Stormwater Outfall Repairs; and

WHEREAS, the Borough Administrator and Finance Officer have reviewed Change Order #1 attached hereto and incorporated herein by reference, submitted by Neglia Engineering with regard to this matter and recommend the approval of same; and

WHEREAS, the Chief Financial Officer has certified that the funds are available for Change Order #1 in the amount of \$40,066.66 in Acct. No. C-04-55-939-099 and C-04-55-945-099, said certification being attached hereto and incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Woodcliff Lake, County of Bergen and State of New Jersey, that Change Order #1 in the amount of \$40,066.66 submitted by Neglia Engineering for the Stormwater Outfall Repairs (Neglia Project No. WDLAMN23.014), a copy of which is attached hereto and incorporated herein by reference, be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Borough Administrator be and is hereby authorized and directed to take all steps necessary to effectuate payment in accord with Change Order #1; and

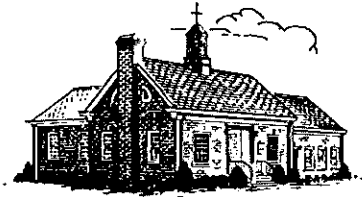
BE IT FURTHER RESOLVED that the Borough Clerk be and she is hereby authorized and directed to forward a copy of this resolution to Neglia Engineering upon its passage.

CERTIFICATION

I, Deborah Dakin, Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of March 16, 2026.

Deborah Dakin

DEBORAH DAKIN, RMC, CMR
BOROUGH CLERK



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, WOODCLIFF LAKE, NEW JERSEY 07677

Carlos Rendo, Mayor
Tomas J. Padilla, Borough Administrator

201-391-4977
Fax 201-391-8830

Council Member	Motion	Second	Yea	Nay	Abstain	Absent
Bonanno			X			
Brodsky			X			
Margolis			X			
Marsh		X	X			
Pollack	X		X			
Stern			X			
Mayor Rendo						

RESOLUTION AUTHORIZING PAYMENTS TO QUALIFIED 2025 MEMBERS OF THE WOODCLIFF LAKE FIRE DEPARTMENT INTO THEIR LOSAP ACCOUNTS

**RESOLUTION NO. 26-84
MARCH 16, 2026**

WHEREAS, the Borough Auditor has advised that a certified list of eligible LOSAP volunteer members must be approved by Resolution of the Governing Body; and

WHEREAS, the list of members meeting their LOSAP requirements for the year 2025 has been submitted to the CFO by the Chief of the Woodcliff Lake Volunteer Fire Department.

WHEREAS, the list of members meeting their LOSAP requirements for the year 2025 will receive a contribution of \$2,031.90 deposited into their accounts.

WHEREAS, the total amount to be deposited into said accounts will be \$54,861.30.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Woodcliff Lake to certify the following list of eligible LOSAP volunteer members and authorize payments into the LOSAP accounts:

Jack Albanese
Matthew Austin
Ed Barboni
Ruth Beckman
Nicholas Beutel

Thomas Derienzo, Jr.
Dan Dicso
Tim Ennis
Anthony Fava
Craig Feustel

Herb Kuehlke
Jim Kuehlke
Rob Kuehlke
Kevin McGovern
Frank Meredith

Matthew Buesser
John D'Amico
Joseph Derienzo
Thomas G. Derienzo

Al Figueroa
Joseph Franzetti
George Fusco
Mike Koons

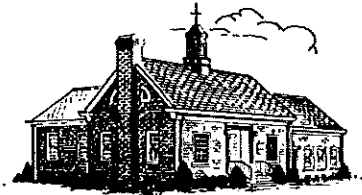
Aidan Sainclivier
John Stalb
Erik Tarbutton
John Whelan

CERTIFICATION

I, Deborah Dakin, Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen, and the State of New Jersey do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Mayor and Council at the meeting of March 16, 2026.



Deborah A. Dakin, RMC, CMR
Borough Clerk



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, WOODCLIFF LAKE, NEW JERSEY 07677

Carlos Rendo, Mayor
Tomas J. Padilla, Borough Administrator

201-391-4977
Fax 201-391-8830

Council Member	Motion	Second	Yea	Nay	Abstain	Absent
Bonanno			X			
Brodsky			X			
Margolis			X			
Marsh		X	X			
Pollack	X		X			
Stern			X			
Mayor Rendo						

RESOLUTION OF THE BOROUGH OF WOODCLIFF LAKE ADOPTING AN "AFFIRMATIVE MARKING PLAN" FOR THE BOROUGH OF WOODCLIFF LAKE

**RESOLUTION NO. 26-85
MARCH 16, 2026**

WHEREAS, in accordance with P.L. 2024, Chapter 2 and the New Jersey Uniform Housing Affordability Controls ("UHAC") (N.J.A.C. 5:80-26.1 *et seq.*), the *Borough of Woodcliff Lake* is required to adopt an Affirmative Marketing Plan to ensure that all affordable housing units created are affirmatively marketed to very low-, low- and moderate-income households, particularly those living and/or working within Housing Region 1, the Housing Region encompassing the *Borough of Woodcliff Lake*.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Woodcliff Lake, County of Bergen, State of New Jersey, does hereby adopt the following Affirmative Marketing Plan:

Affirmative Marketing Plan

- A. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, English-speaking ability, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children, source of lawful income, or any other characteristic described in the New Jersey Law Against Discrimination, to housing units which are being marketed by a developer or sponsor of

affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward the Housing Region in which the municipality is located and covers the entire period of the deed restriction for each restricted housing unit. The Borough of Woodcliff Lake is located in Housing Region 1, consisting of Bergen, Hudson, Passaic, and Sussex Counties.

- B. The Borough of Woodcliff Lake has a plan to address both its Prior Round Obligation (1987-2025) and its Fourth Round Obligation (2025-2035). This Affirmative Marketing Plan shall apply to all developments that contain or will contain very low-, low- and moderate-income units, including those that are part of the municipality's Housing Element and Fair Share Plan, and those that may be constructed in future developments not yet anticipated by the Housing Element and Fair Share Plan.
- C. The Affirmative Marketing Plan shall be implemented by the Administrative Agent under contract to the Borough of Woodcliff Lake, or the Administrative Agent of any specific developer approved by the municipality.
- D. All of the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developers/sellers/owners of affordable unit(s), and all such advertising and affirmative marketing shall be subject to approval and oversight by the designated Administrative Agent.
- E. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days prior to expected occupancy. The implementation of the Affirmative Marketing Plan shall continue until all very low-, low- and moderate-income housing units are initially occupied and for as long as the affordable units remain deed restricted such that qualifying new tenants and/or purchasers continues to be necessary.
- F. The Affirmative Marketing Plan is a continuing program that shall be followed throughout the entire period of affordability restrictions. In implementing the Affirmative Marketing Plan, the Administrative Agent, whether acting on behalf of the Borough of Woodcliff Lake or on behalf of a specific developer, shall meet the following requirements at a minimum:
 - 1. The primary marketing and advertising must be employed at the start of the marketing program and continue until all units are leased or sold or until the number of applications received is at least three times the number of units. Additional advertising and publicity shall be on an "as needed" basis. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of all publications to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Administrative Agent.

2. The advertisements shall, at a minimum, include:
 - a. The name and location of the housing project;
 - b. An address sufficient to find directions to the housing units;
 - c. A range of prices or rents for the affordable housing units;
 - d. The sizes, as measured in number of bedrooms of the affordable housing units;
 - e. The types (that is, family, age-restricted, or supportive) and number of affordable units available;
 - f. The number of units available to very low-, low-, and moderate-income households;
 - g. The accessibility features, if any, of the affordable housing units;
 - h. The maximum income permitted to qualify for the affordable housing units;
 - i. The population(s), if any, given preference in the selection process pursuant to N.J.A.C. 5:80-26.17(k)2;
 - j. Where applications (paper and online) for the affordable housing units may be found;
 - k. The expected lease-up/closing date(s) for the affordable housing units;
 - l. The expected date of the random selection;
 - m. The business hours when interested households may obtain paper applications for the affordable housing units;
 - n. Contact information, including an email address and phone number that are regularly monitored by the administrative agent;
 - o. The name of the sales agent and/or rental manager; and
 - p. Application fees, if any.
3. Affirmative fair marketing of affordable units must be completed in accordance with the requirements set forth in UHAC at N.J.A.C. 5:80-26.16 in all media and outlets required by the rules.
4. Each affordable housing development must complete worksheet substantially in the form of the model affirmative marketing worksheet published by the state.
5. Affordable units must be listed on the New Jersey Housing Resource Center's website (www.njhrc.gov) in accordance with N.J.A.C. 5:80-26.16(f)1 at least 60 days before the random selection.

6. Applications or notices thereof, used as part of the affirmative marketing program must be available in the following locations:
 - a. All county administration buildings in the Region
 - b. All county libraries in the Region
 7. The Borough will provide special notice of available affordable housing units to FSHC, the Latino Action Network, Bergen County NAACP, Urban League of Bergen County, Bergen County Housing Coalition, the Supportive Housing Association
 8. The municipality's Administrative Agent, or the Administrative Agent of a specific developer, shall comply with all requirements set forth in N.J.S.A. 52:27D-321.3 et seq. with regard to the affirmative marketing of affordable housing units.
- G. The municipality's Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organizations(s) in Bergen, Hudson, Passaic, and Sussex Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers.
 - H. The municipality's Administrative Agent shall develop, maintain and update a list of major employers in Bergen, Hudson, Passaic, and Sussex Counties that will aid in the affirmative marketing program.
 - I. A random selection method to select occupants of very low-, low- and moderate-income housing will be used by the municipality's Administrative Agent, or the Administrative Agent of any specific developer, in conformance with N.J.A.C. 5:80-26.16(d). This Affirmative Marketing Plan provides a regional preference for very low-, low- and moderate-income households that live and/or work in Housing Region 1, which is comprised of Bergen, Hudson, Passaic, and Sussex Counties, with a subordinate and secondary state-wide preference. Pursuant to the New Jersey Fair Housing Act (C.52:27D-311), a preference for very low-, low- and moderate-income veterans duly qualified under N.J.A.C. 54:4-8.10 may also be exercised, provided an agreement to this effect has been executed between the developer or landlord and the municipality prior to the affirmative marketing of the units.
 - J. All developers/owners of very low-, low- and moderate-income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the municipality's Administrative Agent.

BE IT FURTHER RESOLVED that the appropriate municipal officials and professionals are authorized to take all actions required to implement the terms of this Resolution.

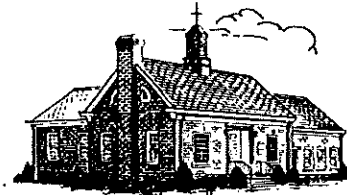
BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

CERTIFICATION

I, Deborah Dakin, Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen, and the State of New Jersey do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Mayor and Council at the meeting of March 16, 2026.



Deborah A. Dakin, RMC, CMR
Borough Clerk



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, WOODCLIFF LAKE, NEW JERSEY 07677

Carlos Rendo, Mayor
Tomas J. Padilla, Borough Administrator

201-391-4977
Fax 201-391-8830

Council Member	Motion	Second	Yea	Nay	Abstain	Absent
Bonanno			X			
Brodsky			X			
Margolis			X			
Marsh		X	X			
Pollack	X		X			
Stern			X			
Mayor Rendo						

RESOLUTION ENDORSING THE FIRST AMENDMENT TO THE FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

RESOLUTION NO. 26-86 MARCH 16, 2026

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L.2024, c.2, establishing a new framework for determining and enforcing municipal affordable housing obligations under the New Jersey Supreme Court’s Mount Laurel doctrine and the New Jersey Fair Housing Act (the “FHA”) (N.J.S.A. 52:27D-301, *et al.*); and

WHEREAS, among other things, the Act abolished the Council on Affordable Housing (hereinafter, “COAH”), and replaced it with seven retired, on recall judges designated as the Program and authorized the Director of the Administrative Office of the Courts, (hereinafter, respectively, “Director” and “AOC”) to create a framework to process applications for affordable housing compliance certification; and

WHEREAS, pursuant to N.J.S.A. 52:27D-304.1(f)(1)(b), each municipality was to adopt a binding resolution no later than January 31, 2025, determining and setting forth its present and prospective fair share obligations for the “Fourth Round” of affordable housing obligations (“Fourth Round”); and

WHEREAS, the Mayor and Council of the Borough of Woodcliff Lake (“Borough”) adopted Resolution No. 25-55 on January 27, 2025, committing to a present need obligation as 0 units and prospective need obligation as 329 affordable units for the Fourth Round.

WHEREAS, in accordance with the FHA and Administrative Directive #14-24, issued by the Administrative Office of the Courts on December 13, 2024 (“Directive #14-24”), the Borough filed

a Complaint for Declaratory Judgment with the Superior Court of New Jersey, Law Division, Bergen County, entitled In the Matter of the Application of the Borough of Woodcliff Lake, County of Bergen, State of New Jersey, Docket No. BER-L-740-25 on January 29, 2025 (the "DJ Action"), identifying its present and prospective fair share obligations for the Fourth Round as set forth above, and committing to adopting and submitting a Fourth Round Housing Element and Fair Share Plan ("HEFSP") as required by the FHA; and

WHEREAS, the Borough received objections to its Present and Prospective Need numbers from Fair Share Housing Center and the New Jersey Builders Association prior to the February 28, 2025 deadline; and

WHEREAS, the Borough ultimately secured a determination by the Program Judge, the Honorable Ronald E. Bookbinder, A.J.S.C. (Ret.) confirming a mediated obligation consisting of a Present Need obligation of 0 and a Round 4 Prospective Need of 360; and

WHEREAS, pursuant to N.J.S.A. 52:27D-304.1(f)(2)(a) and Directive #14-24, each municipality must adopt and file as part of its DJ Action a HEFSP, with associated resolutions and proposed drafts of the appropriate zoning and other ordinances, necessary to implement its HEFSP, no later than June 30, 2025; and

WHEREAS, the Borough of Woodcliff Lake Land Use Board, acting in its capacity as the planning board, ("Board") adopted, and the Borough Council endorsed, the "Housing Element & Fair Share Plan", dated June 11, 2025 (the "Fourth Round HEFSP"), as an amendment to the Borough's Master Plan; and

WHEREAS, in accordance with the provisions of the Fair Housing Act, the Borough timely filed its Fourth Round HEFSP; and

WHEREAS, Fair Share Housing Center ("FSHC") filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Borough's Adopted HEFSP on August 28, 2025; and

WHEREAS, SIG 100 Tice, LLC filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Borough's Adopted HEFSP on August 29, 2025; and

WHEREAS, mediation was held pursuant to the requirements of the Amended Fair Housing Act and the Administrative Office of the Courts directive in November and December of 2025 which resulted in a Mediation Agreement between the Borough and FSHC (the "Mediation Agreement"); and

WHEREAS, pursuant to the Mediation Agreement, the Borough agreed to amend the Fourth Round HEFSP; and

WHEREAS, on February 24, 2026, upon notice duly provided pursuant to N.J.S.A. 10:4-6 et seq. and N.J.S.A. 40:55D-13, the Board held a public hearing on the proposed First Amendment to the Fourth Round Housing Element & Fair Share Plan prepared by Daniel Hauben, P.P., AICP of T&M Associates, dated February 11, 2026 (the "Amended HEFSP"); and

WHEREAS, upon the conclusion of the public hearing held on the proposed Amended HEFSP on February 24, 2026, the Board adopted the Amended HEFSP; and

WHEREAS, the Governing Body desires to endorse the Amended HEFSP adopted by the Board on February 24, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Woodcliff Lake, Bergen County as follows:

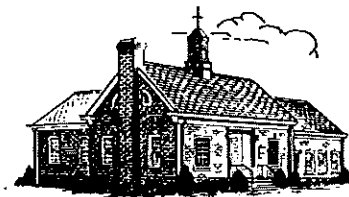
1. The Governing Body does hereby endorse the First Amendment to the Fourth Round Housing Element & Fair Share Plan prepared by Daniel Hauben, P.P., AICP of T&M Associates, dated February 11, 2026 adopted by the Borough of Woodcliff Lake Land Use Board, acting in its capacity as the Planning Board, on February 24, 2026.
2. The Governing Body does hereby authorize the filing of this Resolution endorsing the Amended HEFSP adopted by the Board on eCourts for review by the Program.
3. The Mayor and Clerk, together with other appropriate officers and employees of the Borough of Woodcliff Lake, are hereby authorized to take all steps necessary to effectuate the purposes of this Resolution.
4. This Resolution shall take effect immediately.

CERTIFICATION

I, Deborah Dakin, Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen, and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of March 16, 2026.



**DEBORAH DAKIN, RMC, CMR
BOROUGH CLERK**



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, WOODCLIFF LAKE, NEW JERSEY 07677

Carlos Rendo, Mayor
Tomas J. Padilla, Borough Administrator

201-391-4977
Fax 201-391-8830

Council Member	Motion	Second	Yea	Nay	Abstain	Absent
Bonanno			X			
Brodsky			X			
Margolis			X			
Marsh		X	X			
Pollack	X		X			
Stern			X			
Mayor Rendo						

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF WOODCLIFF LAKE, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY ADOPTING AMENDED FOURTH ROUND AFFORDABLE HOUSING SPENDING PLAN

**RESOLUTION NO. 26-87
MARCH 16, 2026**

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2 which amended various provisions of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq. ("Amended FHA"); and

WHEREAS, the Amended FHA sets forth that the Fourth Round period of affordable housing obligations shall run from July 1, 2025 through June 30, 2035 ("Fourth Round" or "Round Four"); and

WHEREAS, A municipality may not spend or commit to spend any affordable housing development fees, without first obtaining the approval of the expenditure as part of its compliance certification or by the New Jersey Department of Community Affairs (DCA); and

WHEREAS, the Mayor and Council of the Borough of Woodcliff Lake, County of Bergen, State of New Jersey, originally adopted a development fee ordinance in 1993; and

WHEREAS, the development fee ordinance establishes an affordable housing trust fund that includes development fees, payments from developers in lieu of constructing affordable units on-site, barrier free escrow funds, rental income, repayments from affordable housing program loans, recapture funds, proceeds from the sale of affordable units, and/or any other funds collected for affordable housing purposes; and

WHEREAS, the Borough has caused to be prepared an Amended Fourth Round Affordable Housing Spending Plan, dated March 16, 2026; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Woodcliff Lake, Bergen County, State of New Jersey, that the Borough hereby adopts the Amended Borough of Woodcliff Lake Fourth Round Affordable Housing Spending Plan, dated March 16, 2026, prepared by T&M Associates, which is attached hereto and incorporated herein.

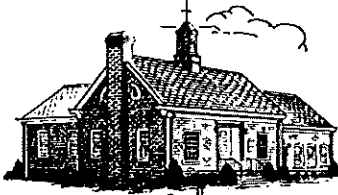
BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

CERTIFICATION

I, Deborah Dakin, Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen, and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of March 16, 2026.



**DEBORAH DAKIN, RMC, CMR
BOROUGH CLERK**



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, WOODCLIFF LAKE, NEW JERSEY 07677

Carlos Rendo, Mayor
Tomas J. Padilla, Borough Administrator

201-391-4977
Fax 201-391-8830

Council Member	Motion	Second	Yea	Nay	Abstain	Absent
Bonanno			X			
Brodsky			X			
Margolis			X			
Marsh		X	X			
Pollack	X		X			
Stern			X			
Mayor Rendo						

RESOLUTION ADOPTING AFFORDABLE HOUSING SERVICES OPERATING MANUAL FOR SALES AND REALES AND FOR RENTAL PROGRAM IN THE BOROUGH OF WOODCLIFF LAKE

**RESOLUTION NO. 26-88
MARCH 16, 2026**

WHEREAS, in accordance with the Fair Housing Act and the New Jersey Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et seq.), the Borough of Woodcliff Lake is required to adopt Operating Manuals to ensure that all affordable housing units are administered according to all applicable rules and regulations; and

WHEREAS, the Borough of Woodcliff Lake’s administrative agent, Piazza & Associates, Inc., has prepared a Sales and Resales Program Manual and Rental Program Manual that is consistent with the applicable statutes and regulations.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the Borough of Woodcliff Lakes, County of Bergen, State of New Jersey, do hereby adopt a Sales and Resales Program Manual and Rental Program Manual attached hereto as Exhibit A.

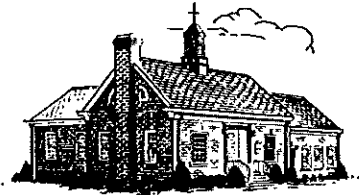
BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

CERTIFICATION

I, Deborah Dakin, Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen, and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of March 16, 2026.



**DEBORAH DAKIN, RMC, CMR
BOROUGH CLERK**



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, WOODCLIFF LAKE, NEW JERSEY 07677

Carlos Rendo, Mayor
Tomas J. Padilla, Borough Administrator

201-391-4977
Fax 201-391-8830

Council Member	Motion	Second	Yea	Nay	Abstain	Absent
Bonanno			X			
Brodsky			X			
Margolis			X			
Marsh		X	X			
Pollack	X		X			
Stern			X			
Mayor Rendo						

RESOLUTION ADOPTING THE AFFORDABILITY ASSISTANCE PROGRAM MANUALS FOR BOROUGH OF WOODCLIFF LAKE

**RESOLUTION NO. 26-89
MARCH 16, 2026**

WHEREAS, in accordance with the Fair Housing Act, Uniform Affordability Control Act, and the newly adopted regulations at N.J.A.C. 5:99, the Borough of Woodcliff Lake is required to set aside a portion of its affordable housing trust fund for the purpose of providing affordability assistance to low- and moderate-income households in affordable units included in a municipal fair share plan; and

WHEREAS, the Borough of Woodcliff Lakes' administrative agent, Piazza & Associates, Inc., has prepared Affordability Housing Assistance Manuals for an Energy Efficiency Grant Program, a Homeowner Association Fee Assistance Program, and a Rental Assistance Program that is consistent with the applicable statutes and regulations.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Woodcliff Lakes, County of Bergen, State of New Jersey, do hereby adopt the Affordability Housing Assistance Manuals for an Energy Efficiency Grant Program, a Homeowner Association Fee Assistance Program, and a Rental Assistance Program prepared by its Administrative Agent, and attached hereto as Exhibit A.

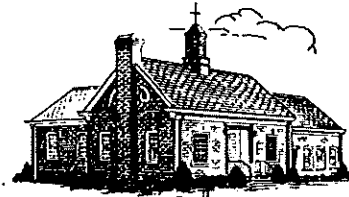
BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

CERTIFICATION

I, Deborah Dakin, Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen, and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of March 16, 2026.



**DEBORAH DAKIN, RMC, CMR
BOROUGH CLERK**



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, WOODCLIFF LAKE, NEW JERSEY 07677

Carlos Rendo, Mayor
Tomas J. Padilla, Borough Administrator

201-391-4977
Fax 201-391-8830

Council Member	Motion	Second	Yea	Nay	Abstain	Absent
Bonanno			X			
Brodsky			X			
Margolis			X			
Marsh		X	X			
Pollack	X		X			
Stern			X			
Mayor Rendo						

RESOLUTION APPROVING NEGLIA ENGINEERING PROPOSAL FOR ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES FOR WERIMUS LANE PUMPING STATION FLOOD RESILIENT DESIGN

**RESOLUTION NO. 26-90
MARCH 16, 2026**

WHEREAS, the Borough is in receipt of a proposal from Neglia Engineering Associates for Additional Construction Administration Services for the Werimus Lane Pumping Station Flood Resilient Design as follows: (a) on a time and material basis for a cost not to exceed \$133,510.00 representing Phase II-Additional Engineering and Construction Administration Services; and (b) on a material basis cost not to exceed \$1,000.00 representing Phase II-Reimbursable Expenses; and

WHEREAS, the Chief Financial Officer has certified that said funds are available for this matter, said certification being attached hereto and incorporated herein by reference; and

WHEREAS, the Borough Administrator and Superintendent of Department of Public Works have reviewed the proposal submitted by Neglia Engineering for Additional Construction Administration Services for the Werimus Lane Pumping Station Flood Resilient Design, a copy of which is attached hereto and incorporated herein by reference and recommend the approval of same.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of Woodcliff Lake, County of Bergen, and State of New Jersey, that the proposal submitted by Neglia Engineering Associates for the Werimus Lane Pumping Station Flood Resilient Design as follows: (a) on a time and material basis for a cost not to exceed \$133,510.00 representing Phase II-

Additional Engineering and Construction Administration Services; and (b) on a material basis cost not to exceed \$1,000.00 representing Phase II-Reimbursable Expenses, a copy of which is attached hereto and incorporated herein by reference, be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized and directed to execute the attached proposal on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk be and is hereby authorized and directed to forward a copy of this resolution together with the signed proposal to Neglia Engineering Associates upon its passage.

CERTIFICATION

I, Deborah Dakin, Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of March 16, 2026.



**DEBORAH DAKIN, RMC, CMR
BOROUGH CLERK**



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, WOODCLIFF LAKE, NEW JERSEY 07677

Carlos Rendo, Mayor
Tomas J. Padilla, Borough Administrator

Council Member	Motion	Second	Yea	Nay	Abstain	Absent
Bonanno			X			
Brodsky			X			
Margolis			X			
Marsh		X	X			
Pollack	X		X			
Stern			X			
Mayor Rendo						

201-391-4977
Fax 201-391-8830

RESOLUTION RENEWING POOL SNACK/CONCESSION STAND

RESOLUTION NO. 26-91

MARCH 16, 2026

WHEREAS, the Borough of Woodcliff Lake previously awarded a contract to Jack's Café & Market to run the Old Mill Pool for the 2025 pool season; and

WHEREAS, the contract provides for two (2) one-year options as follows: (a) for the 2026 pool season at a cost of \$3,000.00; and (b) for the 2027 pool season at a cost of \$3,200.00; and

WHEREAS, the Borough Administrator and Director of Parks and Recreation have reviewed the first year option to renew with Jack's Café & Market for the 2026 pool season at a cost of \$3,000.00 and recommend the approval of same; and

WHEREAS, the Borough Attorney has prepared an addendum to the contract for the first year option to renew, a copy of which is attached hereto and incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Woodcliff Lake that the first year option to renew with Jack's Café & Market for the pool concession stand for the 2026 pool season in the amount of \$3,000.00 be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized and directed to execute the attached addendum to the agreement with Jack's Café; and

BE IT FURTHER RESOLVED, that the Borough Clerk be and she is hereby authorized and directed to forward a copy of this resolution together with the contract agreement to Jack's

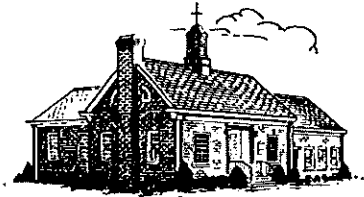
Café and Market upon its passage.

CERTIFICATION

I, Deborah Dakin, Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of March 16, 2026.



**DEBORAH DAKIN, RMC, CMR
BOROUGH CLERK**



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, WOODCLIFF LAKE, NEW JERSEY 07677

Carlos Rendo, Mayor

Tomas J. Padilla, Borough Administrator

201-391-4977
Fax 201-391-8830

Council Member	Motion	Second	Yea	Nay	Abstain	Absent
Bonanno			X			
Brodsky			X			
Margolis			X			
Marsh		X	X			
Pollack	X		X			
Stern			X			
Mayor Rendo						

RESOLUTION APPROVING VENDOR REGISTRATION APPLICATION AND PARTICIPATION TERMS

RESOLUTION NO. 26-92

MARCH 16, 2026

WHEREAS, the Borough of Woodcliff Lake Department of Parks and Recreation organizes and hosts community events to promote civic engagement, local businesses, and family-friendly recreation opportunities; and

WHEREAS, the Borough will host SpringFest 2026 on Saturday, May 16, 2026 from 11:00 AM to 4:00 PM at Woodcliff Park, located at 223 Woodcliff Avenue, Woodcliff Lake, New Jersey; and

WHEREAS, the Department of Parks and Recreation has prepared a **SpringFest Craft Vendor Registration Application and Participation Agreement** to establish vendor requirements, operational rules, and participation terms for the event, a copy of which is attached hereto; and

WHEREAS, the vendor registration application also includes a Youth / Teen Vendor Addendum establishing participation requirements for vendors under the age of eighteen (18), including parent or legal guardian supervision and assumption of responsibility; and

WHEREAS, the adoption of a standardized vendor registration agreement ensures the safe, organized, and equitable operation of the SpringFest event and protects the Borough from potential liability associated with vendor participation; and

WHEREAS, the Governing Body has reviewed the attached SpringFest Craft Vendor Registration Application and Participation Agreement and recommends the approval of same.

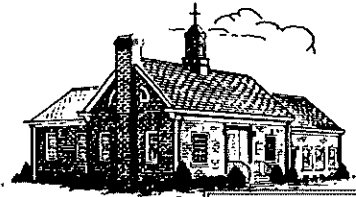
NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Woodcliff Lake that the **SpringFest 2026 Craft Vendor Registration Application and Participation Agreement**, including all vendor rules, participation terms, fees, indemnification provisions, and Youth Vendor Addendum, a copy of which is attached hereto, be and is hereby approved as presented.

CERTIFICATION

I, Deborah Dakin, Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen, and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of March 16, 2026



DEBORAH DAKIN, RMC, CMR
BOROUGH CLERK



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, WOODCLIFF LAKE, NEW JERSEY 07677

Carlos Rendo, Mayor
Tomas J. Padilla, Borough Administrator

201-391-4977
Fax 201-391-8830

Council Member	Motion	Second	Yea	Nay	Abstain	Absent
Bonanno			X			
Brodsky			X			
Margolis			X			
Marsh		X	X			
Pollack	X		X			
Stern			X			
Mayor Rendo						

RESOLUTION APPROVING RENEWAL OF POOL MANAGEMENT SERVICES

RESOLUTION NO. 26-93

March 16, 2026

WHEREAS, the Borough of Woodcliff Lake previously awarded a contract to Pleasure Pool & Spa Management LLC for Pool Management Services for the Old Mill Pool for the 2025 season; and

WHEREAS, the contract provides for two (2) one year options to renew as follows: (a) for the 2026 pool season at a cost of \$313,300.00; and (b) for the 2027 pool season at a cost of \$336,050.00; and

WHEREAS, the Borough Administrator and the Director of Parks and Recreation have reviewed the first year option to renew with Pleasure Pool & Spa Management LLC at a cost of \$313,300.00 for the 2026 pool season, and recommend the approval of same; and

WHEREAS, the Chief Financial Officer of the Borough has determined that there are sufficient funds available, with the certification of funds attached hereto; and

WHEREAS, the Borough Attorney has prepared an addendum to the contract agreement for the first year option to renew, a copy of which is attached hereto and incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Woodcliff Lake that the first year option to renew with Pleasure Pool & Spa Management LLC for Pool Management Services at a cost of \$313,300.00 for the 2026 pool season be and is hereby approved;

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized and directed to execute the attached addendum to the contract agreement on behalf of the Borough; and

BE IT FURTHER RESOLVED that the Borough Clerk be and is hereby authorized and directed to forward a copy of this resolution together with the addendum to the contract agreement to Pleasure Pool & Spa Management LLC upon its passage.

CERTIFICATION

I, Deborah Dakin, Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of March 16, 2026.



**DEBORAH DAKIN, RMC, CMR
BOROUGH CLERK**

Debbie Dakin

From: Skip Dolan <badtaxdeal@gmail.com>
Sent: Thursday, March 12, 2026 9:38 AM
To: Debbie Dakin
Subject: Re: Judge Nasta R. 4:50-1(f)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Ms. Dakins,

Thank you very much for the confirmation email and for doing the distribution.

Kindly include the documents sent as attachments to the next Mayor & Council minutes.

On Thu, Mar 12, 2026 at 8:32 AM Debbie Dakin <clerk@wclnj.com> wrote:

Good morning,

Received and forwarded.

Debbie Dakin, RMC, CMR

Registered Municipal Clerk

Certified Municipal Registrar

Borough of Woodcliff Lake

188 Pascack Road

Woodcliff Lake, NJ 07677

201-391-4977, ext. 218

clerk@wclnj.com

From: Skip Dolan <badtaxdeal@gmail.com>
Sent: Wednesday, March 11, 2026 11:45 PM
To: Debbie Dakin <clerk@wclnj.com>
Subject: Judge Nasta R. 4:50-1(f)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Ms.Dakins,

Kindly forward onto all the Council members with the following:

How much longer will the Woodcliff Lake Council deny the taxpayer their rightful and legal property in favor of BMW and who deleted the 2013 M&C minutes from the Borough Website and for what purpose - Exhibit L.

Please confirm receipt of this email and that it has been forwarded.

Thank you.

William E. Dolan

Honorable David V. Nasta, J.S.C.
Bergen County Superior Court
10 Main Street
Hackensack, New Jersey 07601

March 11, 2026

Via: eCourts

Dear Judge Nasta:

Re: Rule 4:50-1(f) – Fraud Upon the Court

Please accept this letter in lieu of a more formal brief under R. 1.6. This motion is based upon R. 4:50-1(f) for *good cause and truly exceptional circumstances*. Woodcliff Lake “WCL” (i) committed fraud upon the court; (ii) knew the falsity of its statements in BER-L-2219-14; (iii) thwarted the Faulkner Act; and (iv) violated the Uniformity Clause of the State Constitution. These facts only recently became fully known, are exceptional, oppressive, and completely inequitable. Defendants committed fraud upon the Court and all WCL taxpayers save BMW. This grave injustice exceeds **\$16,950,000**, excluding statutory interest/penalties, the court is called upon to reverse this gross injustice.

MATERIAL FACTS

WCL and Paramus mayors signed an illegal document dated September 19, 2013.

(i) six days *before* the Paramus Council authorized its preparation; (ii) WCL mayor went rogue and signed it without the Council’s prior approval; (iii) both towns used Paul Kaufman, esq. as Borough counsel, who promoted the illicit document and failed to recuse himself, RPC 1.7; (iv) agreement was illegal, ¶ 2. p. 3, term was less than one year, statute for every assessor requires a four (4) year term in office.

September 24, 2013, the Paramus Council authorized preparation of WCL agreement.

September 25, 2013, WCL Council pulled its approval for the Paramus agreement.

October 10, 2013, the statutory date for the Governor to fill the assessors’ vacancy but was thwarted by the WCL mayor’s deception and fraud.

William E. Dolan

Nov.13, 2013, Tax Board “BCTB” minutes confirmed WCL assessor’s office vacant.

November 21, 2013, to December 6, 2013, the WCL and BMW counsels schemed to reduce the 2014 to 2106 assessment \$190,000,000 and to pay BMW \$3,950,000 cash.

December 16, 2013, WCL Council passed Res. 13-194 that authorized the mayor to sign a *revised* illegal agreement, term was one year, statute requires a four-year term. Paramus Council did not grant its prior approval for its mayor to sign as required by Faulkner Act.

January 23, 2014, WCL Council sans statutory authority via Res. 14-19 cut BMW’s assessment \$190,000,000 for Tax Years 2014 to 2016; BMW got \$3,950,000 cash, no legally appointed assessor in WCL; shifted \$1,000,000 of annual property tax burden from BMW to all other WCL taxpayers.

March 6, 2014, Wm. E. Dolan WCL resident filed complaints in Superior Court, Docket No. BER-L-002219-14 and tax appeals in NJ Tax Court.

October 2, 2017, Judge Novin, J.T.C. Opinion in BER-L-002219-14 decided in favor of defendants based on fraudulent September 19, 2013, illicit “*agreement*” that violated Faulkner. Defendants deceived the Court that WCL had a legally appointed assessor and same WCL counsel sued plaintiff to retain the artificially collapsed BMW assessment.

The defendants illegal actions shifted \$16,950,000 of BMW’s tax liability onto all other taxpayers in WCL, a grave injustice and a result from fraud and deception committed upon the Court by the defendants.

William E. Dolan

LEGAL ARGUMENT

Applicable New Jersey Statutes and Court Rules to this motion, N.J.S.A.

40:69A-36 ¶ 1, Faulkner Act, requires Council prior approval to contracts.

40A:9-148. *“Every municipal tax assessor ... shall hold his office for a term of 4 years”*

40A:9-149, NJ Legislature empowered Governor to appoint an assessor on October 10th.

54:4-23, Tax assessor sole statutory right to set assessments by Oct. 1st of the pre-tax year

2C:21-4a Falsifying Records

2C:28-6 Tampering/fabricating evidence

2C:28-7

Square Corners Doctrine

Uniformity Clause New Jersey State Constitution

Rules of Professional Conduct: 1.7, 3.3, 3.4 and 8.4 all violate by the defendants.

September 19, 2013, N.J.S.A. 40:69A-36 ¶ 1, Faulkner Act, WCL mayor lacked Council’s approval, Exhibit A’ and the document ¶ 2. p. 3 specifies a 1-year term violated 40A:9-148. *“Every municipal tax assessor ... shall hold his office for a term of 4 years”*

September 24, 2013, Res.13-9-628, Exhibit B, Paramus Council authorized the WCL agreement to be *prepared, six days after the mayors allegedly signed it*. It is impossible to execute a document six (6) days before its creation, falsified records and tampered evidence was submitted by defendants, N.J.S.A. 2C:21-4a, 2C:28-6 and 2C:28-7.

September 25, 2013, WCL Mayor & Council Minutes, last ¶ p. 1 Exhibit C

“Resolution Authorizing the Mayor to Enter an Inter-Local Services agreement with the Borough of Paramus for the Use of the Borough of Paramus Tax Assessor – this item was pulled from the agenda.” Exhibit C; and ¶ 3, p.2 Exhibit C:

“Councilman Bader stated that this should be corrected before we vote on it.”

William E. Dolan

The WCL Council indisputably denied consent for Mayor Goldsmith to execute any agreement with Paramus for a tax assessor until the document could *be corrected*.

Mr. Paul Kaufman, esq. was Borough attorney for both Paramus and WCL, did not recuse himself and violated RPC 1.7.

October 10, 2013, N.J.S.A. 40A:9-149, NJ Legislature empowered the Governor to appoint an assessor on October 10, 2013, should the office be vacant, deception and fraud by WCL Mayor Goldsmith thwarted the Governor's statutory authority.

Nov. 13, 2013, 40A:9-148, BCTB recorded no assessor in WCL ¶ 4, p.4 Exhibit D.

Nov. 21, 2013, defendants violated N.J.S.A. 54:4-23, eight days after the BCTB recorded there was no assessor in WCL (not what was told Judge Novin, RPC 3.3), the defendants' attorneys usurped the assessor's statutory authority and decided on December 17, 2013, what BMW's assessment would be for 2014 to 2016. Exhibit E

December 16, 2013, WCL Council passed Res. 13-194 that authorized the mayor to sign the revised illegal agreement with Paramus Exhibit F.

December 2013, N.J.S.A. 40:69A-36 ¶ 1. Exhibit G, an undated agreement was signed Paramus Mayor LaBarbieri, who lacked Council's prior approval and violated Faulkner. This document ¶ 2. p. 3 specified a term of one (1) year and violated N.J.S.A. 40A:9-148. "*Every municipal tax assessor ... shall hold his office for a term of 4 years*"

January 23, 2014, N.J.S.A. 54:4-23, Res. 14-19, Exhibit H, WCL Council lacked statutory authority to (i) reduce BMW's assessment \$190,000,000 for tax years 2014 to 2016; (ii) refund \$3,950,000 in cash, and (iii) lowered BMW's annual tax payment by \$1,000,000. It was illegal to set the assessments for 2015 and 2016 in January 2014.

March 6, 2014, Wm. Dolan, WCL resident, filed a complaint in Superior and Tax Court to overturn Res. 14 -19, and assigned Docket No. BER-L-002219-14.

William E. Dolan

Oct. 2, 2017, Judge Novin, J.T.C. BER-L-2219-14 trial Opinion stated ¶ 1 p. 2, Exhibit I,

“For the reasons that follow, the court concludes that defendant’s adoption of the Resolution was adequately supported by the record below... nor otherwise contrary to law.”

However, it was contrary to law as there was no assessor in WCL, its Council lacked the statutory authority to set assessments and violated the Uniformity Clause of the NJ Constitution by not assessing at the same standard in the district and ¶ 2 p. 6, Exhibit I,

On or about September 19, 2013, defendant executed an inter-local services agreement with Paramus Borough providing defendant with municipal tax assessor services effective July 1, 2013. Effective July 1, 2013, James Anzevino, CTA (“Mr. Anzevino”), began serving as defendant’s municipal tax assessor.

The true record shows the above is the result of the defendant's deception and fraud upon the Court and approximately 1,900 other property taxpayers in WCL and led to Res. 21-51, Exhibit J, when the WCL Council cited October 2, 2017, Opinion as justification to pay **BMW \$3,950,000** Exhibit K.

CONCLUSION

Borough Woodcliff Lake was obligated to adhere to the Square Corners Doctrine¹ without question but for its own reasons evaded it. That doctrine says, in essence, that in dealing with the public, government agencies must “*turn square corners,*” “*comport itself with compunction and integrity,*” and not “*conduct itself so as to achieve or preserve any kind of bargaining or litigational advantage*” over a member of the public.

The defendants knew the falsity of their statements to the Court and those results are exceptional, oppressive, and completely inequitable. That is why the Borough Woodcliff Lake removed the 2013 Mayor and Council minutes, Exhibit L² during

¹ Estate of Taylor v. Director, Div. of Taxation, 422 N.J. Super. 336 (App. Div. 2011). In FMC Stores v. Borough of Morris Plains, 100 N.J. 418 (1985)

² N.J.S.A. 2C:21-4a Falsifying Records 2C:28-6 Tampering with evidence & 2C:28-7

William E. Dolan

discovery for BER-L-002219-14, so the plaintiff would not find the truth in Exhibit C and the Faulkner Act.

The defendants committed fraud upon the Court and upon all WCL taxpayers save BMW NA, LLC. This grave injustice now exceeds \$16,950,000, excluding statutory interest and penalties, enforcing the order would be unjust, vacating the October 2, 2017, Order, Exhibit I, would be justice with all the purloined funds plus the statutory interest being returned to their rightful owners in the next 60 days by BMW. The taxpayers of Woodcliff Lake are not indentured servants, serfs or slave to pay BMW/s taxes.

Your Honor these are truly exceptional, oppressive, and completely inequitable circumstances. The plaintiff respectfully requests the fullness of R. 4:50-1(f) be applied to this motion due to fraud upon the Court and that the injustice visited upon the residents of Woodcliff Lake by the defendants be reversed.

Very truly yours,

 Recoverable Signature

x William E. Dolan

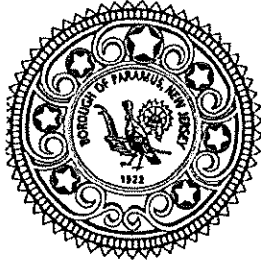
Signed by: 0b9eb531-3722-4530-ab3d-c6b0b94fd89e

William E. Dolan

Pro se

cc: All Counsel of record via eCourts email & regular mail

EXHIBIT B



BOROUGH OF PARAMUS
County of Bergen
State of New Jersey

RESOLUTION NO. 13-9-628

Dated: 9/24/2013

At a Regular Meeting of the Mayor and Council of the Borough of Paramus, County of Bergen, State of New Jersey, held on September 24, 2013.

RESOLUTION AUTHORIZING THE MAYOR TO ENTER AN INTER-LOCAL SERVICES AGREEMENT WITH THE BOROUGH OF WOODCLIFF LAKE FOR THE USE OF THE BOROUGH OF PARAMUS TAX ASSESSOR

Whereas, the Shared Services Act, N.J.S.A. 40A:65-1, et seq., permits municipalities to enter into agreements for the shared provision of services which a municipality is "empowered to provide or receive within its own jurisdiction"; and

Whereas, the Borough of Paramus seeks to enter an Inter-local services agreement with the Borough of Woodcliff Lake, whereby Woodcliff Lake will share the services of the Borough of Paramus Tax Assessor; and

Whereas, the Borough of Woodcliff Lake has agreed to pay the Borough of Paramus a total amount of \$35,000 for the shared use of the Borough of Paramus Tax Assessor and \$15,000 directly to the Tax Assessor; and

Whereas, the proposed Inter-local services agreement is intended to be effective July 1, 2013; and

NOW THEREFORE BE IT RESOLVED that:

1. The Borough of Paramus shall enter into an Inter-local services agreement with the Borough of Woodcliff Lake to provide the Borough of Woodcliff Lake with Tax Assessor services upon the terms set forth above to be effective July 1, 2013;
2. The Borough Attorney (or such other attorney previously qualified by the Governing Body in the event of a conflict) is hereby authorized and directed to prepare an Inter-local agreement with the Borough of Woodcliff Lake on the terms set forth in this Resolution; and
3. The Mayor is hereby authorized to execute an Inter-local services agreement with the Borough of Woodcliff Lake as set forth herein.



BOROUGH OF PARAMUS
County of Bergen
State of New Jersey

I hereby certify that this is a true and exact copy
of resolution adopted by the Mayor and Council of
the Borough of Paramus on the
24th day of September, 2013

Annemarie Krusznis, RMC
Borough Clerk

Motion: Councilman Amato
Second: Councilman Lagana

Ayes: Councilman Amato
Councilwoman Bellinger
Councilman Lagana
Councilman Nazziola
Councilman Verile
Councilwoman Warburton

Nays:

Abstain:

Absent:

EXHIBIT C



**BOROUGH OF WOODCLIFF LAKE
MAYOR AND COUNCIL MINUTES
September 25, 2013**

CALL TO ORDER

This is a special meeting of the Mayor and Council and the notice requirements provided in the "Open Public Meetings Act" have been satisfied. Notice of this meeting was properly given 48 hours in advance of this meeting by publication in The Record and Ridgewood News, filed with the Clerk's Office of the Borough of Woodcliff Lake, and posted in the Borough Hall on September 20, 2013.

ROLL CALL

Mayor Jeffrey R. Goldsmith asked for a roll call. Council members Abene, Bader, Bloom and Rosenblatt were present. Councilwoman Bae arrived at 8:40 a.m. Council member Gadaleta was absent. Borough Attorney Paul Kaufman was present as well as Interim Administrator Thomas Richards and Acting Borough Clerk Debbie Dakin.

PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance led by Dave Antoine.

NEW BUSINESS

The Mayor spoke about a request from Police Chief Anthony Jannicelli to attend the League of Municipalities in Atlantic City in November. Borough Policy states that you are permitted to attend one seminar per year. The Chief attended the Police Chief's Convention this year and is requesting to attend the League in November. The Mayor stated that Chief should approach Police Commissioners. Councilman Bader commented that he believes the Borough Administrator could make that decision. Councilman Rosenblatt stated that he would like Chief Jannicelli to go through the chain of command and speak to his Police Commissioners and they will make a recommendation at the next Mayor and Council meeting.

Mayor Jeffrey Goldsmith received a letter and invitation from the CEO of BMW to attend, with a guest, to the United Nations Association of New York's 2013 Humanitarian Awards Dinner at the Essex House. Mayor Goldsmith notified Borough attorney who advised him to bring it before the Council. This would be at no cost to the Municipality.

MOTION was made by Councilman Bloom and second by Councilman Bader and unanimously approved by voice call vote.

Resolution Authorizing the Mayor to Enter an Inter-Local Services Agreement with the Borough of Paramus for the Use of the Borough of Paramus Tax Assessor – this item was pulled from the Agenda

Councilman Bader asked who prepared the Resolution. Paul Kaufman replied that Eric Bernstein, Esq. prepared the Resolution on behalf of the Borough of Woodcliff Lake. Councilman Bader had some comments with respect to the Agreement. He asked that this was just an overview of the Agreement – not an in depth review of the whole Agreement. He is not an attorney, but is an accountant.

- How many hours is the Tax Assessor working?
- What happens if the Tax Assessor works more than 10 hours per week? How is this being addressed?
- Paragraph 3 should read “annual” compensation
- It states in the Contract that Woodcliff Lake needs to provide the Assessor with secretarial services, who is going to fill that position?
- What happens if he takes off for vacation or if a holiday falls on the day he is to work? Does he make up that day with another day?
- Tax Assessor is making 1/3 more than previous tax assessor -- \$50,000 plus benefits

Mayor Goldsmith said that there are no benefits being provided. Councilman Bader stated that that is not what the Agreement reads.

- Is the \$15,000 a payroll check or a stipend? Is he getting a 1099 at the end of the year?
- How is he “deemed only a Paramus employee” if he is getting a Woodcliff Lake paycheck
- Woodcliff Lake shall reimburse Paramus, pro rata, for any taxes required to be paid by Paramus related to the Tax Assessor’s employment – if he is only an employee of Paramus, how is this done?
- Woodcliff Lake shall indemnify and hold Paramus harmless from any claims arising out of Woodcliff Lake’s prior inter-local services agreement with Westwood – what happens if it doesn’t go in our favor? Will we be forced to pay for both tax assessors?
- Councilman Bader reached out to Paramus and he is getting \$118,000 from Paramus

Councilman Bader stated that this should be corrected before we vote on it. Councilman Bader also asked for a copy of the Agreement between Westwood and Woodcliff Lake and he never received it. Mr. Kaufman stated that he received an e-mail from Administrator Richards asking him to send it to Jeff. Mr. Kaufman assumed it was for Mayor Jeff Goldsmith and sent it to him. The e-mail did not state which Jeff, so Paul Kaufman will send it to Councilman Bader when he gets back to the office.

Mayor Goldsmith stated for the record that Mr. Anzevino compiles a weekly report of the work that he does. Mayor Goldsmith has been asking for this report since he became Mayor and never received one in the past. Also, he only receives positive feedback from residents regarding Mr. Anzevino.

Resolution Authorizing the Borough Attorney to Defend Third Party Complaint Filed Against the Borough of Woodcliff Lake by Diana DiGirolamo

WHEREAS, the Borough of Woodcliff has been served with a Third Party Complaint in the matter captioned George Catherwood and Eileen Catherwood v. Diana DiGirolamo and Diana DiGirolamo v. Borough of Woodcliff Lake in the Superior Court of New Jersey bearing Docket No. BER-L-2017-13 (the “Litigation”); and

WHEREAS, in the complaint, George Catherwood and Eileen Catherwood ("Catherwood") allege Diana DiGirolamo ("DiGirolamo") unlawfully trespassed upon their property in the course of her maintenance and cleaning of a swale and/or water drainage system causing physical property damage to and diminution in value of Catherwood's property. In response thereto, DiGirolamo has filed a third party complaint against the Borough of Woodcliff Lake which seeks indemnification from the Borough of Woodcliff Lake for any liability and damages which may be deemed attributable to DiGirolamo in the Catherwood complaint; and

WHEREAS, the claim was previously submitted to the Joint Insurance Fund ("JIF") which denied coverage; and

WHEREAS, the Borough believes it is in the best interests of the Borough to defend the Litigation.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the Borough of Woodcliff Lake that the Borough Attorney, Paul Kaufman, Esq., be and the same is hereby authorized and directed to defend the Litigation and otherwise protect the Borough's interests therein.

ROLL CALL:

Introduce: Mrs. Abene
Second: Mr. Bader
Ayes: Mrs. Abene, Mrs. Bae, Mr. Bader, Mr. Bloom
Nays: None
Abstain: Mr. Rosenblatt
Absent: Mrs. Gadaleta

Resolution Appointing Joyce M. Larena as Temporary Part-Time Clerk

WHEREAS, on August 5, 2013, the Borough of Woodcliff Lake Administrator and Acting Borough Clerk, Wolfgang Albrecht, was charged with violating N.J.S.A. 2C:21-4A; and

WHEREAS, through Counsel, Wolfgang Albrecht requested a 60-day leave of absence to "concentrate on his defense"; and

WHEREAS, following discussions with Counsel, Wolfgang Albrecht submitted a memorandum dated August 8, 2013 requesting the leave of absence; and

WHEREAS, the Woodcliff Lake Governing Body accepted the leave of absence; and

WHEREAS, the Borough of Woodcliff Lake is in need of a Borough Clerk at this time; and

WHEREAS, in response to the Borough's advertisement for a part-time temporary Borough Clerk, the Borough received and reviewed numerous resumes and has determined that Joyce M. Larena has over seven years' experience as a municipal clerk, is available on a part-time basis, and is the most qualified candidate with the background sufficient to perform the duties of Borough Clerk on a part-time and temporary basis;

NOW THEREFORE BE IT RESOLVED that the Woodcliff Lake Governing Body appoints Joyce M. Larena to serve at the will of the Borough of Woodcliff Lake as Temporary Borough Clerk on a part time basis at a daily rate of Two-Hundred Seventy Five Dollars (\$275.00) and without any fringe benefits such as health benefits, sick leave or paid vacation time and no more than 3 days per week; and

FURTHER RESOLVED that Joyce M. Larena shall serve as Temporary Borough Clerk until such time as the Governing Body has determined otherwise.

ROLL CALL:

Introduce: Mrs. Abene
Second: Mr. Rosenblatt
Ayes: Mrs. Abene, Mrs. Bae, Mr. Bader, Mr. Bloom, Mr. Rosenblatt
Nays: None
Abstain: None
Absent: Mrs. Gadaleta

PUBLIC FORUM

Motion to open the meeting to the public was made by Mr. Bader, second by Mrs. Abene and approved unanimously by voice call vote.

Joseph LaPaglia, Woodcliff Lake, stated that it seems pretty obvious that we are appointing a part time tax assessor at a rate that without benefits is approximately \$1,000 per day, but we were able to find a part time temporary Borough Clerk at a rate of \$275 per day, based on 7 hours per day. Therefore, the part time tax assessor is making 60% per than a Borough Clerk. He stated that he is sure he is well qualified, but it is still a lot of money.

Mayor Goldsmith stated that it is supposed to read \$50,000 net, not gross. That is a \$10,000 savings over our prior Inter-local agreement.

Joseph LaPaglia stated that was because our previous tax assessor was working more hours and that this is a very expensive proposition.

Lisa Yakomin, Woodcliff Lake, stated that she knows Mayor Goldsmith is a stickler, but to be aware that the invitation to the United Nations Association of New York's 2013 Humanitarian Awards dinner might be a conflict of interest. The organization might not be charging you, but there might be a fee for others and it cannot exceed \$250.00

Carlos Rendo, Woodcliff Lake, commented on the Mayor's invitation to the United Nations Association of New York's 2013 Humanitarian Awards Dinner at the Essex House. Mr. Rendo just stated to the Mayor to be careful of what you say because at some point it could be held against you since we are in negotiations with BMW for a tax appeal.

Motion to close the meeting to the public was made by Mr. Bader, second by Mrs. Bae, and approved unanimously by voice call vote.

CONSENT AGENDA

The Consent Agenda was approved as presented.

ROLL CALL:

Introduce: Mr. Rosenblatt
Second: Mrs. Abene
Ayes: Mrs. Abene, Mrs. Bae, Mr. Bader, Mr. Bloom, Mr. Rosenblatt
Nays: None
Abstain: None
Absent: Mrs. Gadaleta

ADJOURNMENT

Meeting was adjourned at 9:10 a.m.

Respectfully submitted,



Deborah Dakin
Deputy Borough Clerk

EXHIBIT A

INTERLOCAL SERVICES AGREEMENT
BETWEEN
THE BOROUGH OF PARAMUS AND
THE BOROUGH OF WOODCLIFF LAKE
FOR THE SHARED USE OF THE
BOROUGH OF PARAMUS'S TAX ASSESSOR

WHEREAS, New Jersey's Shared Services Act ("Shared Services Act"), N.J.S.A. 40A:65-1, et seq., permits municipalities to enter into agreements for the shared provision of services which a municipality is "empowered to provide or receive within its own jurisdiction"; and

WHEREAS, the Shared Services Act permits shared use of public employees between municipalities; and

WHEREAS, the legislative intent of the Shared Services Act is "facilitate and promote interlocal and regional service agreements" and to interpret the grant of power to municipalities under the Shared Services Act "as broad as is consistent with general law relating to local government"; and

WHEREAS, the inter-local services agreement between Woodcliff Lake and the Borough of Westwood expires June 30, 2013; and

WHEREAS, Woodcliff Lake is in need of a Tax Assessor as a consequence of such termination; and

WHEREAS, the Borough of Paramus ("Paramus") has agreed to share the services of its Tax Assessor with the Borough of Woodcliff Lake ("Woodcliff Lake") upon the terms and conditions set forth herein; and

WHEREAS, Paramus and Woodcliff Lake have each duly adopted substantially similar resolutions authorizing the shared use of Paramus's Tax Assessor, James Anzevino, which shared use shall be governed by this agreement unless otherwise superseded by law; and

NOW, THEREFORE, Paramus and Woodcliff Lake agree as follows, effective July 1, 2013, notwithstanding the actual date of execution:

1. The nature and extent of services to be performed pursuant to this agreement shall be the statutory and related services required and/or permitted to be rendered by the office and position of tax assessor pursuant to N.J.S.A. 40A:9-

141, et seq. Paramus's Tax Assessor shall have the same responsibilities, possess the same authority, and exercise the same functions to the same extent for and on behalf of Woodcliff Lake as the Tax Assessor performs for Paramus, except as limited by this agreement, as follows:

a. Maintain separately for each of the participating municipalities the tax list, duplicate property records cards, and all other required records.

b. Make available for public inspection as otherwise required by law or regulation, the records of each of the municipalities separately and for Woodcliff Lake in Woodcliff Lake Borough Hall, 188 Pascack Road, Woodcliff Lake, New Jersey 07677.

c. Comply with all of the terms and conditions contained in the latest edition of the "Handbook for New Jersey Assessors" and the pertinent parts of the latest editions of the "Real Property Appraisal Manual For New Jersey Assessors," both of which are issued by the Division of Taxation of the Department of Treasury of the State of New Jersey.

d. Report to the borough attorney or other designated officer of Woodcliff Lake any appeal filed from any assessment or added assessment or any litigation filed from any action undertaken by the Tax Assessor as to each respective municipality within ten (10) days of receipt of notice of the filing thereof; such reports shall contain a statement of the assessment or the action which is the basis of that complaint, of the relief sought, of the anticipated result, and of any recommendation that the Assessor may have in respect thereto.

e. In accordance with and to the fullest extent permitted by law, annually demand income and expense statements from the owners of all income producing real property.

f. To the extent consistent with his statutory responsibilities, supervise any revaluation or reassessment undertaken in Woodcliff Lake and report to the governing body at least monthly until its completion and to provide to the governing body in such report any recommendations the Assessor may have in respect thereto.

g. Where appropriate, cause an inspection of any real property within Woodcliff Lake concerning any assessment which is disputed or to which an improvement has been made as soon as reasonably practical after receipt of any reliable notice of such dispute or that such improvement has occurred and, where appropriate, impose an added assessment thereon as soon as permitted by and in accordance with applicable laws and regulations

(it being understood that the primary responsibility for added assessments is outside the scope of this Agreement).

h. To the extent reasonably practical, attend meetings with and/or provide any requested information or documents to the governing body of Woodcliff Lake, its borough attorney, its special tax attorney, municipal administrator, auditor, chief financial officer, revaluation or reassessment firm, tax appeal settlement committee, or other designee of that governing body, upon the request of any of them.

(i) Shall maintain such office hours, or other acceptable arrangements, in and for Woodcliff Lake as may be determined to be necessary to accommodate meetings with the owners and residents of property in Woodcliff Lake but not to exceed 10 hours per week.

2. The term of this agreement shall be one (1) year from July 1, 2013 through June 30, 2014. The agreement shall be automatically extended for an additional year unless terminated by either party by March 31, 2014 and thereafter, by the 31st day of March during each succeeding year. Nothing in this agreement shall affect the Tax Assessor's statutory term of office in Paramus, nor shall the agreement be construed to create a term of office for the Tax Assessor in Woodcliff Lake.

3. For the shared use of Paramus's Tax Assessor, Woodcliff Lake shall pay Paramus \$50,000 in the following manner:

a. \$15,000 directly to the Tax Assessor in monthly installments on the first day of each month commencing August 1, 2013;

b. \$35,000 to Paramus in quarterly installments of \$8,750 on August 1 and November 1 of 2013 and on February 1 and May 1 of 2014; should this agreement be extended, these quarterly payments will continue on these dates in the succeeding years.

4. Notwithstanding this agreement, Paramus's Tax Assessor shall be deemed to be an employee only of Paramus. Woodcliff Lake shall reimburse Paramus, pro rata, for any taxes required to be paid by Paramus related to the Tax Assessor's employment.

5. The Tax Assessor and the respective Administrators of Paramus and Woodcliff Lake shall mutually agree upon a schedule reflecting the division of services, if necessary. This schedule shall be further set forth in writing between the participating municipalities.

6. Woodcliff Lake shall supply to the Tax Assessor such office space, use of office equipment, and office supplies as reasonably necessary for the rendering of the required services on behalf of Woodcliff Lake. Such office space, equipment, and supplies shall be used by the Assessor only in connection with the services rendered on behalf of Woodcliff Lake and, to the extent a distinction in such services can be reasonably determined by the Assessor and except, as to necessary interoffice correspondence and communications and necessary telephone communications with officials of the other member towns or persons concerning pending cases.

7. Woodcliff Lake shall supply such secretarial/clerical assistance to the Tax Assessor as may be determined to be reasonably necessary to fulfill the statutory and contractual responsibilities of the office.

8. Woodcliff Lake shall indemnify and hold Paramus harmless from any and all claims, liability, damages and costs, including reasonable attorneys' fees, arising out of Woodcliff Lake's prior inter-local services agreement with Westwood and its relationship with Barbara Potash, including but not limited to any claim arising out of the pending litigation captioned Potash vs Mayor and Council of Woodcliff Lake, in the Superior Court of New Jersey, bearing docket No. BER-L-5800-13. This indemnification/hold harmless shall survive the termination or expiration of this Agreement.

9. Notice. Any notice, request, consent or other communication under this Agreement (a "Notice") shall be in writing and shall be given by Federal Express or similar overnight national courier, or by telecopier with confirmation followed by overnight courier, addressed to the parties at the addresses set forth below.

Borough of Woodcliff Lake
188 Pascack Road
Woodcliff Lake, NJ 07677
Attention: Borough Clerk

Borough of Paramus
1 Jockish Square
Paramus, NJ 07652
Attention: Borough Clerk

Notice shall be deemed to be delivered upon receipt. Either party may, upon ten (10) days' notice to the other, change the address to which notices to such party shall thereafter be given.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey. Any

litigation arising out of this Agreement shall be brought in the Superior Court of New Jersey, Law Division, Bergen County vicinage and the parties agree to submit to the jurisdiction of said Court.

11. Entire Agreement. All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and it is entered into after full investigation, neither party relying upon any statement or representations, not embodied in this Agreement, made by the other.

12. Further Assurances. After the signing of this Agreement, Woodcliff Lake and Paramus shall cooperate with one another at reasonable times and on reasonable conditions in order fully to carry out the intent and purposes of the transaction contemplated herewith.

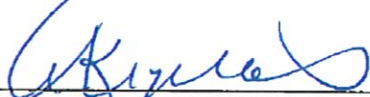
19th IN WITNESS WHEREOF, the parties execute this Agreement on this day of September, 2013.

BOROUGH OF PARAMUS



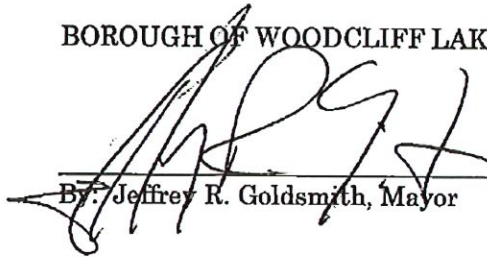
By: Richard LaBarbiera, Mayor

ATTEST:



ANNEMARIE KRUSZNIS, Clerk

BOROUGH OF WOODCLIFF LAKE



By: Jeffrey R. Goldsmith, Mayor

ATTEST:



DEBBIE DAKIN, Acting Clerk

EXHIBIT L

The screenshot shows a web browser window displaying the Woodcliff Lake Borough website. The page features a large banner image of a sunset over a beach with silhouettes of people walking. Below the banner is a navigation menu with links for Home and About Woodcliff Lake. A search bar is located in the top right corner. The main content area is divided into two columns: a left sidebar with various information links and a right section titled 'In Past Agendas:' listing years from 2012 to 2019.

WOODCLIFF LAKE
BOROUGH OF

Search

Home About Woodcliff Lake

Affordable Housing Information

Area in Need of Redevelopment

Audit & Budget Information

Borough Code

Borough Departments

CORONAVIRUS/COVID-19 NEWS, ALERTS & UPDATES

COAH/Fair Share

In Past Agendas:

- [2012](#)
- [2014](#)
- [2015](#)
- [2016](#)
- [2017](#)
- [2018](#)
- [2019](#)

59%

Debbie Dakin

From: Skip Dolan <badtaxdeal@gmail.com>
Sent: Thursday, March 12, 2026 12:32 PM
To: Debbie Dakin
Subject: Re: Judge Nasta R. 4:50-1(f)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.


Ms. Dakins,

I just received the Notice from the Courts below, kindly forward onto all the Council members.

Judge Nasta has indicated the matter to overturn the 2017 decision will be decided on March 27, 2026.

Please confirm receipt of this email and that it was forwarded and will be posted to the next Mayor & Council meeting minutes.

Thank you for your courtesy,

 eCtsCvDNR.Mbx@njcourts.gov
To: GREGORYS@TAXAPPEAL.COM, JEANNES@TAXAPPEAL.COM, SUEF@TAXAPPEAL.COM, Skip Dolan Thu 3/12/2026 12:05 PM

SUPERIOR COURT OF NEW JERSEY - eCOURTS CIVIL LAW

The following notice is being sent from eCourts:

Plaintiff Name: WILLIAM E DOLAN
Defendant Name: NEW JERSEY, LLC BMW OF NORTH AMERICA
Case Caption: DOLAN VS BOROUGH OF WOODCLIFF LAKE NJ
Case Number: [BER L 002219-14](#)
Docket Text: The motion filed on 03/11/2026 will be decided on 03/27/2026. Do not come to the courthouse because no oral argument has been requested. The court's decision will be provided to you. Re: MOTION TO VACATE ORDER LCV2026644058
Transaction ID: [LCV2026644168](#)

Notice has been electronically mailed to:
Other: GREGORY S SCHAFER GREGORYS@TAXAPPEAL.COM
JEANNES@TAXAPPEAL.COM
SUEF@TAXAPPEAL.COM
Plaintiff: DOLAN, WILLIAM, E SKIP@DOLANREALTY.COM

Notice was not electronically mailed to:
Defendant: KENNETH A PORRO 00000

[Login](#) to eCourts to view the Case Jacket. You will need a valid user ID (Bar ID) to view the submitted documents.
For questions, please contact the Superior Court of New Jersey Civil Division in county of venue.
This communication is for notification purposes only.
This email was sent from a notification-only address that cannot accept incoming mail. Please do not reply to this message.

On Thu, Mar 12, 2026 at 9:37 AM Skip Dolan <badtaxdeal@gmail.com> wrote:
Ms. Dakins,

Thank you very much for the confirmation email and for doing the distribution.

Kindly include the documents sent as attachments to the next Mayor & Council minutes.

On Thu, Mar 12, 2026 at 8:32 AM Debbie Dakin <clerk@wclnj.com> wrote:

Good morning,

Received and forwarded.

Debbie Dakin, RMC, CMR

Registered Municipal Clerk

Certified Municipal Registrar

Borough of Woodcliff Lake

188 Pascack Road

Woodcliff Lake, NJ 07677

201-391-4977, ext. 218

clerk@wclnj.com

From: Skip Dolan <badtaxdeal@gmail.com>
Sent: Wednesday, March 11, 2026 11:45 PM
To: Debbie Dakin <clerk@wclnj.com>
Subject: Judge Nasta R. 4:50-1(f)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Ms. Dakins,

Kindly forward onto all the Council members with the following:

How much longer will the Woodcliff Lake Council deny the taxpayer their rightful and legal property in favor of BMW and who deleted the 2013 M&C minutes from the Borough Website and for what purpose - Exhibit L.

Please confirm receipt of this email and that it has been forwarded.

Thank you.

Debbie Dakin

From: Skip Dolan <badtaxdeal@gmail.com>
Sent: Tuesday, February 24, 2026 10:34 AM
To: Debbie Dakin
Subject: Please Forward
Attachments: 2026.02.23 DOLAN CERTIFICATION .pdf; 2026.02.23 Court Letter Final.pdf; EXHIBIT C 2013.09.24 Res.13 9 628.pdf; Exhibit B 2013_09_25 M&C MINUTES Exhibit B.pdf; Exhibit E 2013.12.17 WCL Revised Shared Services Agreement.pdf; Exhibit D 2013.12.16 Res. 13-194.pdf; Exhibit A 2013.09.19.pdf; Exhibit F 2017.10.02 Trial Opn_William E. Dolan v. Woodcliff Lake Borough & BMW of North America LLC_BER-L-2219-2014.pdf; Exhibit H 2021.02.08 RES. 21-51.pdf; EXHIBIT J 2013 Minutes Removed.pdf; Exhibit I \$3950000 CHECKS.pdf; EXHIBIT K 2025.03.17 Res. 25-107 to Hire BE- Porro.pdf; EXHIBIT G 2016-2021 Inter Local to extend Anzevino.pdf; EXHIBITS FRAUD UPON THE COURT.pdf; EXHIBIT L Paramus Dec 2013 M&C Minutes.pdf; EXHIBITS FRAUD UPON THE COURT.pdf; TABLE OF AUTHORITIES.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Ms. Dakin,

Kindly acknowledge receipt of this email and that it has been forwarded to the council members as requested.

Please forward the attached to the Council members and include into the record of the next Mayor & Council meeting minutes scheduled for March 16, 2026.

Very truly yours,

Wm. E. Dolan

**CERTIFICATION OF
WILLIAM E. DOLAN**

I, WILLIAM E. DOLAN, of full age, being duly sworn according to law, upon my oath, depose and say:

I am the named plaintiff in Wm E. Dolan v. Woodcliff Lake, Docket Nos.: 6933-2014; 8634-2015; 005134-2016; 004908-2017; 006265-2018; 007570-2019; and 008551- 2020

I make this Certification with respect to my attached pleadings and Certify that it is filed in good faith and not for purposes of delay.

Certify the Exhibits are true and original copies.

 Recoverable Signature
x 

Signed by: 8031892b-1928-44b9-8c0d-c4d97a9b4f47

William E. Dolan, Pro Se
99 West Hill Road
Woodcliff Lake, New Jersey, 07677
January 12, 2026
E – skip@dolanrealty.com M -201.888.9982

William E. Dolan

The Honorable Judge Michael J. Duffy, J.T.C.
Dr. Martin Luther King Jr. Justice Building
495 MLK Drive, 4th Floor
Newark, New Jersey 07102

February 23, 2026

Via: eCourts

RE: Wm E. Dolan v. Woodcliff Lake, Docket Nos.: 6933-2014; 8634-2015;
005134-2016; 004908-2017; 006265-2018; 007570-2019; and 008551- 2020

Dear Judge Duffy:

The defendants have committed fraud upon the Court and Woodcliff Lake “WCL” for the 8th time on June 13, 2025, did not attend the court ordered Mandatory Settlement Conference.

SUMMARY

1. September 19, 2013, alleged agreement between Borough Paramus and WCL for tax assessor services, the cornerstone for the defendant’s case in BER-L-002219-14 and the Tax Appeal cases referenced above Exhibit A, was never approved by the WCL Council as required by the Faulkner Act, N.J.S.A. 40:69A-36 ¶ 1, and on 9/25/2013, it was pulled from the agenda on Exhibit B; said “*agreement*” is null and void, *ab initio*, has no legal effect.
2. The WCL and Paramus mayors dated Exhibit A, 9/19/2013, six days before the Paramus Council approved it to be prepared in Res. 13-9-628 Exhibit C.
3. Paul Kaufman, esq. concurrently was the WCL and Paramus Boro attorney, did not recuse himself from the conflict but was fully engaged. RPC 1.7
4. Paramus Council did not approve the revised December __, 2013, inter-local agreement as required by N.J.S.A. 40:69A-36 ¶ 1, Faulkner Act, that the mayors signed Exhibit E. Paramus mayor lacked authority to sign the document, *void ab initio*.

William E. Dolan

5. October 2, 2017, Opinion in BER-L-002219-14, p. 6 ¶ 2 Exhibit F, is reversed as the defendants misled the tribunal about Exhibit A.
6. Consequently defendant intervenor BMW's property tax was reduced \$1,000,000 annually and that burden was shifted, now exceeding \$13,000,000 since 2014 to the other property taxpayers in WCL because of the wrongly determined October 2, 2017, opinion,
7. Feb. 8, 2021, Res. 21-51, Exhibit H, WCL Council cited Oct. 2, 2017, Opinion as justification to pay BMW \$3,950,000 see checks Exhibit I.

FRAUD UPON COURT

The defendant's purported agreement Exhibit A, ¶ 10, p. 4 states:

"Governing Law: This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey."

The procedural laws the defendants violated eviscerate the 9/19/2013 document, Exhibit A, rendering it *void ab initio*:

1. Faulkner Act N.J.S.A. 40:69A-36 ¶ 1, WCL Mayor Goldsmith evaded the essential legal requirement when he signed the agreement, Exhibit A without the WCL Council's prior approval of the agreement.

"Approval of contracts presented by the mayor"

A resolution to approve the agreement was pulled on 9/25/2013:

"Resolution Authorizing the Mayor to Enter an Inter-Local Services agreement with the Borough of Paramus for the Use of the Borough of Paramus Tax Assessor" – this item was pulled from the Agenda." Exhibit B, bottom of p.1

"Councilman Bader stated that this should be corrected before we vote on it."

William E. Dolan

¶ 3, p.2 Exhibit B, after making his analysis of Exhibit A.

2. 9/24/2013 Paramus Res. 13-9-628, Exhibit C for the inter local agreement with WCL to be prepared, impossible to have been signed 9/19/2013.
3. Paul Kaufman, esq. was simultaneously Borough attorney for Paramus & WCL, he spearheaded the inter-local agreement for WCL to hire Assessor Anzevino, a Paramus employee. Mr. Kaufman did not recuse himself in the matter but rather championed it. RPC 1.7.
4. In ¶ 2, p. 3 of Exhibit A, there is a March 31, 2014, *termination clause*, and violated N.J.S.A. 40A:9-148. “*Every municipal tax assessor ... shall hold his office for a term of 4 years*”
5. Dec. 16, 2013, WCL Council passed Res. 13-194 Exhibit D, which authorized its mayor to sign the *revised* inter-local agreement with Paramus:
6. Paramus and WCL mayors signed a document dated 12/__/2013, Exhibit E not approved under Faulkner N.J.S.A. 40:69A-36 ¶ 1, by the Paramus Council, its mayor had no authority to sign it, made it null & void, *ab initio*. No record in Paramus Dec. 2013 Mayor & Council minutes it was approved for Paramus mayor to sign. Exhibit L
Mr. Kaufman again did not recuse himself.
7. 12/16/2013 Exhibit E ¶ 2, p. 3 there is a 3/31/2014, *termination clause* made it effectively a 90 day agreement, violated N.J.S.A. 40A:9-148, invalid.
“*Every municipal tax assessor ... shall hold his office for a term of 4 years*”

William E. Dolan

8. Borough web page was tampered 2013 M&C minutes removed in 2016 to prevent plaintiff from obtaining 2013 Mayor & Council Minutes to substantiate the fraud. Exhibit J

Fraud has been committed on the Court and the taxpayers of Woodcliff Lake now exceeding **\$16,950,000** excluding any statutory interest for under payment by BMW of its property taxes and any applicable penalties.

N.J. § 2A:14-5, establishes a **20-year statute of limitations** for the enforcement and revival of court judgments in New Jersey. The defendants concealed all the preceding from the court in BER-L-2219-14, submitted a fabricated¹ 9/192013 document, Exhibit A to mislead the Court, committed fraud and has repeated the same in the 2014 to 2020 Tax Appeals. These intentional deceptions and fabrications strike at the integrity of the judicial system.

Your Honor is empowered to take appropriate action regarding this fraud:

- Order an investigation by referral to proper law enforcement authorities.
- Vacate October 2, 2017, Judgment in BER-L-002219-14.
- Sanction the defendants for wasting 13 years of Court and the plaintiff's resources.
- Award damages under New Jersey Punitive Damages Act.
- Statutory penalties and ***treble*** damages under the NJ Consumer Fraud Act.

Your Honor Under R. 4:50-1(f) has the authority to:

1. Vacate October 2, 2017, Judgment in BER-L-2219-14 as WCL deceived the Court ¶ 2, p. 6 Exhibit F as WCL's Council had not approved the document

¹ [N.J.S.A. 2C:21-4a Falsifying Records](#), [N.J.S.A. 2C:28-6 Tampering/fabricating evidence and N.J.S.A. 2C:28-7 Tampering with Public Records](#)

William E. Dolan

dated 9/19/2013, as required under Faulkner, N.J.S.A. 40:69A-36 ¶ 1; it was pulled from the agenda on 9/25/2013, and Councilman Bader said to correct the agreement before voting on it. There was no legal inter local agreement with Paramus on 9/19/2013, nor has there ever been.

The defective inter-local agreement with Paramus was never cured and Paramus Borough has no record of an inter-local agreement renewal with WCL between 2016 and 2021 for the tax assessor’s services by Paramus and WCL. Exhibit G

- 2. Borough Woodcliff Lake 2014 to 2020 under N.J.S.A. 40A:9-148 lacked a duly appointed tax assessor during the period of plaintiff’s tax appeals, and the Tax Court consequently must find in favor of the plaintiff for Docket Nos. 006933-2014; 008634-2015; 005134-2016; 004908-2017; 006265-2018; 007570-2019; & 008551- 2020. BMW’s assessment for Tax Years 2014 to 2020 will revert to the 2013 assessment.

200 Chestnut Ridge	2013	\$139,063,000	\$151,716,125 (91.66% ratio)
300 Chestnut Ridge	2013	<u>\$ 40,994,000</u>	<u>\$ 44,723,980</u> (91.66% ratio)
		\$180,057,000	\$196,439,105

- 3. Court must report to *Office of Attorney Ethics* all involved with the fraud.
- 4. Initiate Criminal Referrals based on the falsified September 19, 2013, document, Exhibit A submitted by defendants to the Court in BER-L-2219-14 and the seven tax appeals for Tax Years 2014 to 2020.

April 11, 2025, defendant intervenor BMW withdrew all its complaints and counterclaims and with the dismissal of the Borough’s case, BMW no longer has a case.

It should be noted the annual BCTB affidavits signed for Tax Years 2014 through 2026 do not comply with N.J.S.A. 40A:9-148, and 54:4-3.130 et seq..

William E. Dolan

**8TH CONSECUTIVE MANDATORY SETTLEMENT CONFERENCE
NOT ATTENDED BY BOROUGH COUNSEL**

March 17, 2025, ¶ 2, Res. 25-107 Exhibit K, by the WCL Council specified:

*“Mr. Ken Porro of Brach Eicler as Special Counsel for
Commercial Tax Appeals for the year 2025”*

No other person but Mr. Porro is designated to represent Borough Woodcliff Lake.

March 21, 2025, Trans ID: TAX202538723, Mr. Porro posted the required Substitution of Attorney on eCourts, and is the only person from Brach Eichler, specified to represent Woodcliff Lake

June 3, 2025, all litigants were summoned to appear via eCourts

The in-court settlement is scheduled for 10:30 am on Fri., June 13th at ML King Justice Building, 495 MLK Blvd., Ctrm 4C, Newark NJ

Mr. Porro failed to attend the *Mandatory Settlement Conference*. Instead, Mr. Michael Rienzi, esq., with no connection to the litigation attended, and did not file the requisite Notice of Appearance or pay the fee, nor has he since.

“The import of the Court’s order is that a Notice of Appearance pleading must be used whenever an attorney first appears in a matter at any time other than the filing of the initial complaint or the answer.” R. 1:11-2²

Attorneys who fail to attend mandatory settlement conferences in the Tax Court are subject to sanctions under R. 8:6-8 and R. 1:2-4(a), which include:

1. Dismissal of the complaint

² RELAXATION OF RULE 1:11-2 TO REQUIRE A NOTICE OF APPEARANCE WHERE AN ATTORNEY INITIALLY APPEARS IN A MATTER, Hon. Glenn A. Grant, J.A.D. Acting Administrative Director of the Courts Dated: February 20, 2015.

William E. Dolan

2. Suppression of evidence,
3. Payment of costs to the opposing party.

The conferences are mandatory and this was the 8th time Borough Woodcliff Lake failed to appear at the Mandatory Settlement Conference. The plaintiff requests the court recognize that failure to appear is the basis for dismissal.

Consequences for Non-Appearance

- Default Judgment/Dismissal
- Personal Liability for Attorneys: If an attorney is responsible for the failure to appear without good cause, they may be personally ordered to pay the costs and attorney's fees of the opposing side.

First Impression Rulings, courts have clarified that attendance at a mandatory settlement conference is a procedural, mandatory step.

Borough Woodcliff Lake decided not to practice the Square Corners Doctrine in this litigation since 2014 when it all began. The plaintiff is duty bound to bring these matters to the court's attention.

Very truly yours,

 Recoverable Signature

x _____

Signed by: 8031892b-1928-44b9-8c0d-c4d97a9b4f47

William E. Dolan, Pro se

cc: all counsel of record via eCourts & email

99 West Hill Road Woodcliff Lake, New Jersey 07677
M – 201.888.9982 E -skip@dolanrealty.com

EXHIBIT A

INTERLOCAL SERVICES AGREEMENT
BETWEEN
THE BOROUGH OF PARAMUS AND
THE BOROUGH OF WOODCLIFF LAKE
FOR THE SHARED USE OF THE
BOROUGH OF PARAMUS'S TAX ASSESSOR

WHEREAS, New Jersey's Shared Services Act ("Shared Services Act"), N.J.S.A. 40A:65-1, et seq., permits municipalities to enter into agreements for the shared provision of services which a municipality is "empowered to provide or receive within its own jurisdiction"; and

WHEREAS, the Shared Services Act permits shared use of public employees between municipalities; and

WHEREAS, the legislative intent of the Shared Services Act is "facilitate and promote interlocal and regional service agreements" and to interpret the grant of power to municipalities under the Shared Services Act "as broad as is consistent with general law relating to local government"; and

WHEREAS, the inter-local services agreement between Woodcliff Lake and the Borough of Westwood expires June 30, 2013; and

WHEREAS, Woodcliff Lake is in need of a Tax Assessor as a consequence of such termination; and

WHEREAS, the Borough of Paramus ("Paramus") has agreed to share the services of its Tax Assessor with the Borough of Woodcliff Lake ("Woodcliff Lake") upon the terms and conditions set forth herein; and

WHEREAS, Paramus and Woodcliff Lake have each duly adopted substantially similar resolutions authorizing the shared use of Paramus's Tax Assessor, James Anzevino, which shared use shall be governed by this agreement unless otherwise superseded by law; and

NOW, THEREFORE, Paramus and Woodcliff Lake agree as follows, effective July 1, 2013, notwithstanding the actual date of execution:

1. The nature and extent of services to be performed pursuant to this agreement shall be the statutory and related services required and/or permitted to be rendered by the office and position of tax assessor pursuant to N.J.S.A. 40A:9-

141, et seq. Paramus's Tax Assessor shall have the same responsibilities, possess the same authority, and exercise the same functions to the same extent for and on behalf of Woodcliff Lake as the Tax Assessor performs for Paramus, except as limited by this agreement, as follows:

a. Maintain separately for each of the participating municipalities the tax list, duplicate property records cards, and all other required records.

b. Make available for public inspection as otherwise required by law or regulation, the records of each of the municipalities separately and for Woodcliff Lake in Woodcliff Lake Borough Hall, 188 Pascack Road, Woodcliff Lake, New Jersey 07677.

c. Comply with all of the terms and conditions contained in the latest edition of the "Handbook for New Jersey Assessors" and the pertinent parts of the latest editions of the "Real Property Appraisal Manual For New Jersey Assessors," both of which are issued by the Division of Taxation of the Department of Treasury of the State of New Jersey.

d. Report to the borough attorney or other designated officer of Woodcliff Lake any appeal filed from any assessment or added assessment or any litigation filed from any action undertaken by the Tax Assessor as to each respective municipality within ten (10) days of receipt of notice of the filing thereof; such reports shall contain a statement of the assessment or the action which is the basis of that complaint, of the relief sought, of the anticipated result, and of any recommendation that the Assessor may have in respect thereto.

e. In accordance with and to the fullest extent permitted by law, annually demand income and expense statements from the owners of all income producing real property.

f. To the extent consistent with his statutory responsibilities, supervise any revaluation or reassessment undertaken in Woodcliff Lake and report to the governing body at least monthly until its completion and to provide to the governing body in such report any recommendations the Assessor may have in respect thereto.

g. Where appropriate, cause an inspection of any real property within Woodcliff Lake concerning any assessment which is disputed or to which an improvement has been made as soon as reasonably practical after receipt of any reliable notice of such dispute or that such improvement has occurred and, where appropriate, impose an added assessment thereon as soon as permitted by and in accordance with applicable laws and regulations

(it being understood that the primary responsibility for added assessments is outside the scope of this Agreement).

h. To the extent reasonably practical, attend meetings with and/or provide any requested information or documents to the governing body of Woodcliff Lake, its borough attorney, its special tax attorney, municipal administrator, auditor, chief financial officer, revaluation or reassessment firm, tax appeal settlement committee, or other designee of that governing body, upon the request of any of them.

(i) Shall maintain such office hours, or other acceptable arrangements, in and for Woodcliff Lake as may be determined to be necessary to accommodate meetings with the owners and residents of property in Woodcliff Lake but not to exceed 10 hours per week.

2. The term of this agreement shall be one (1) year from July 1, 2013 through June 30, 2014. The agreement shall be automatically extended for an additional year unless terminated by either party by March 31, 2014 and thereafter, by the 31st day of March during each succeeding year. Nothing in this agreement shall affect the Tax Assessor's statutory term of office in Paramus, nor shall the agreement be construed to create a term of office for the Tax Assessor in Woodcliff Lake.

3. For the shared use of Paramus's Tax Assessor, Woodcliff Lake shall pay Paramus \$50,000 in the following manner:

a. \$15,000 directly to the Tax Assessor in monthly installments on the first day of each month commencing August 1, 2013;

b. \$35,000 to Paramus in quarterly installments of \$8,750 on August 1 and November 1 of 2013 and on February 1 and May 1 of 2014; should this agreement be extended, these quarterly payments will continue on these dates in the succeeding years.

4. Notwithstanding this agreement, Paramus's Tax Assessor shall be deemed to be an employee only of Paramus. Woodcliff Lake shall reimburse Paramus, pro rata, for any taxes required to be paid by Paramus related to the Tax Assessor's employment.

5. The Tax Assessor and the respective Administrators of Paramus and Woodcliff Lake shall mutually agree upon a schedule reflecting the division of services, if necessary. This schedule shall be further set forth in writing between the participating municipalities.

6. Woodcliff Lake shall supply to the Tax Assessor such office space, use of office equipment, and office supplies as reasonably necessary for the rendering of the required services on behalf of Woodcliff Lake. Such office space, equipment, and supplies shall be used by the Assessor only in connection with the services rendered on behalf of Woodcliff Lake and, to the extent a distinction in such services can be reasonably determined by the Assessor and except, as to necessary interoffice correspondence and communications and necessary telephone communications with officials of the other member towns or persons concerning pending cases.

7. Woodcliff Lake shall supply such secretarial/clerical assistance to the Tax Assessor as may be determined to be reasonably necessary to fulfill the statutory and contractual responsibilities of the office.

8. Woodcliff Lake shall indemnify and hold Paramus harmless from any and all claims, liability, damages and costs, including reasonable attorneys' fees, arising out of Woodcliff Lake's prior inter-local services agreement with Westwood and its relationship with Barbara Potash, including but not limited to any claim arising out of the pending litigation captioned Potash vs Mayor and Council of Woodcliff Lake, in the Superior Court of New Jersey, bearing docket No. BER-L-5800-13. This indemnification/hold harmless shall survive the termination or expiration of this Agreement.

9. Notice. Any notice, request, consent or other communication under this Agreement (a "Notice") shall be in writing and shall be given by Federal Express or similar overnight national courier, or by telecopier with confirmation followed by overnight courier, addressed to the parties at the addresses set forth below.

Borough of Woodcliff Lake
188 Pascack Road
Woodcliff Lake, NJ 07677
Attention: Borough Clerk

Borough of Paramus
1 Jockish Square
Paramus, NJ 07652
Attention: Borough Clerk

Notice shall be deemed to be delivered upon receipt. Either party may, upon ten (10) days' notice to the other, change the address to which notices to such party shall thereafter be given.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey. Any

litigation arising out of this Agreement shall be brought in the Superior Court of New Jersey, Law Division, Bergen County vicinage and the parties agree to submit to the jurisdiction of said Court.

11. Entire Agreement. All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and it is entered into after full investigation, neither party relying upon any statement or representations, not embodied in this Agreement, made by the other.

12. Further Assurances. After the signing of this Agreement, Woodcliff Lake and Paramus shall cooperate with one another at reasonable times and on reasonable conditions in order fully to carry out the intent and purposes of the transaction contemplated herewith.

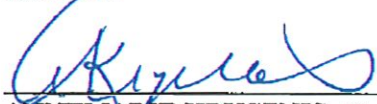
19th IN WITNESS WHEREOF, the parties execute this Agreement on this day of September, 2013.

BOROUGH OF PARAMUS



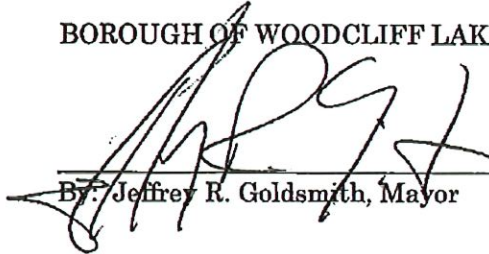
By: Richard LaBarbiera, Mayor

ATTEST:



ANNEMARIE KRUSZNIS, Clerk

BOROUGH OF WOODCLIFF LAKE



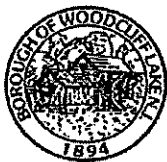
By: Jeffrey R. Goldsmith, Mayor

ATTEST:



DEBBIE DAKIN, Acting Clerk

EXHIBIT B



**BOROUGH OF WOODCLIFF LAKE
MAYOR AND COUNCIL MINUTES
September 25, 2013**

CALL TO ORDER

This is a special meeting of the Mayor and Council and the notice requirements provided in the "Open Public Meetings Act" have been satisfied. Notice of this meeting was properly given 48 hours in advance of this meeting by publication in The Record and Ridgewood News, filed with the Clerk's Office of the Borough of Woodcliff Lake, and posted in the Borough Hall on September 20, 2013.

ROLL CALL

Mayor Jeffrey R. Goldsmith asked for a roll call. Council members Abene, Bader, Bloom and Rosenblatt were present. Councilwoman Bae arrived at 8:40 a.m. Council member Gadaleta was absent. Borough Attorney Paul Kaufman was present as well as Interim Administrator Thomas Richards and Acting Borough Clerk Debbie Dakin.

PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance led by Dave Antoine.

NEW BUSINESS

The Mayor spoke about a request from Police Chief Anthony Jannicelli to attend the League of Municipalities in Atlantic City in November. Borough Policy states that you are permitted to attend one seminar per year. The Chief attended the Police Chief's Convention this year and is requesting to attend the League in November. The Mayor stated that Chief should approach Police Commissioners. Councilman Bader commented that he believes the Borough Administrator could make that decision. Councilman Rosenblatt stated that he would like Chief Jannicelli to go through the chain of command and speak to his Police Commissioners and they will make a recommendation at the next Mayor and Council meeting.

Mayor Jeffrey Goldsmith received a letter and invitation from the CEO of BMW to attend, with a guest, to the United Nations Association of New York's 2013 Humanitarian Awards Dinner at the Essex House. Mayor Goldsmith notified Borough attorney who advised him to bring it before the Council. This would be at no cost to the Municipality.

MOTION was made by Councilman Bloom and second by Councilman Bader and unanimously approved by voice call vote.

Resolution Authorizing the Mayor to Enter an Inter-Local Services Agreement with the Borough of Paramus for the Use of the Borough of Paramus Tax Assessor – this item was pulled from the Agenda

Councilman Bader asked who prepared the Resolution. Paul Kaufman replied that Eric Bernstein, Esq. prepared the Resolution on behalf of the Borough of Woodcliff Lake. Councilman Bader had some comments with respect to the Agreement. He asked that this was just an overview of the Agreement – not an in depth review of the whole Agreement. He is not an attorney, but is an accountant.

- How many hours is the Tax Assessor working?
- What happens if the Tax Assessor works more than 10 hours per week? How is this being addressed?
- Paragraph 3 should read “annual” compensation
- It states in the Contract that Woodcliff Lake needs to provide the Assessor with secretarial services, who is going to fill that position?
- What happens if he takes off for vacation or if a holiday falls on the day he is to work? Does he make up that day with another day?
- Tax Assessor is making 1/3 more than previous tax assessor -- \$50,000 plus benefits

Mayor Goldsmith said that there are no benefits being provided. Councilman Bader stated that that is not what the Agreement reads.

- Is the \$15,000 a payroll check or a stipend? Is he getting a 1099 at the end of the year?
- How is he “deemed only a Paramus employee” if he is getting a Woodcliff Lake paycheck
- Woodcliff Lake shall reimburse Paramus, pro rata, for any taxes required to be paid by Paramus related to the Tax Assessor’s employment – if he is only an employee of Paramus, how is this done?
- Woodcliff Lake shall indemnify and hold Paramus harmless from any claims arising out of Woodcliff Lake’s prior inter-local services agreement with Westwood – what happens if it doesn’t go in our favor? Will we be forced to pay for both tax assessors?
- Councilman Bader reached out to Paramus and he is getting \$118,000 from Paramus

Councilman Bader stated that this should be corrected before we vote on it. Councilman Bader also asked for a copy of the Agreement between Westwood and Woodcliff Lake and he never received it. Mr. Kaufman stated that he received an e-mail from Administrator Richards asking him to send it to Jeff. Mr. Kaufman assumed it was for Mayor Jeff Goldsmith and sent it to him. The e-mail did not state which Jeff, so Paul Kaufman will send it to Councilman Bader when he gets back to the office.

Mayor Goldsmith stated for the record that Mr. Anzevino complies a weekly report of the work that he does. Mayor Goldsmith has been asking for this report since he became Mayor and never received one in the past. Also, he only receives positive feedback from residents regarding Mr. Anzevino.

Resolution Authorizing the Borough Attorney to Defend Third Party Complaint Filed Against the Borough of Woodcliff Lake by Diana DiGirolamo

WHEREAS, the Borough of Woodcliff has been served with a Third Party Complaint in the matter captioned George Catherwood and Eileen Catherwood v. Diana DiGirolamo and Diana DiGirolamo v. Borough of Woodcliff Lake in the Superior Court of New Jersey bearing Docket No. BER-L-2017-13 (the “Litigation”); and

WHEREAS, in the complaint, George Catherwood and Eileen Catherwood ("Catherwood") allege Diana DiGirolamo ("DiGirolamo") unlawfully trespassed upon their property in the course of her maintenance and cleaning of a swale and/or water drainage system causing physical property damage to and diminution in value of Catherwood's property. In response thereto, DiGirolamo has filed a third party complaint against the Borough of Woodcliff Lake which seeks indemnification from the Borough of Woodcliff Lake for any liability and damages which may be deemed attributable to DiGirolamo in the Catherwood complaint; and

WHEREAS, the claim was previously submitted to the Joint Insurance Fund ("JIF") which denied coverage; and

WHEREAS, the Borough believes it is in the best interests of the Borough to defend the Litigation.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the Borough of Woodcliff Lake that the Borough Attorney, Paul Kaufman, Esq., be and the same is hereby authorized and directed to defend the Litigation and otherwise protect the Borough's interests therein.

ROLL CALL:

Introduce: Mrs. Abene
Second: Mr. Bader
Ayes: Mrs. Abene, Mrs. Bae, Mr. Bader, Mr. Bloom
Nays: None
Abstain: Mr. Rosenblatt
Absent: Mrs. Gadaleta

Resolution Appointing Joyce M. Larena as Temporary Part-Time Clerk

WHEREAS, on August 5, 2013, the Borough of Woodcliff Lake Administrator and Acting Borough Clerk, Wolfgang Albrecht, was charged with violating N.J.S.A. 2C:21-4A; and

WHEREAS, through Counsel, Wolfgang Albrecht requested a 60-day leave of absence to "concentrate on his defense"; and

WHEREAS, following discussions with Counsel, Wolfgang Albrecht submitted a memorandum dated August 8, 2013 requesting the leave of absence; and

WHEREAS, the Woodcliff Lake Governing Body accepted the leave of absence; and

WHEREAS, the Borough of Woodcliff Lake is in need of a Borough Clerk at this time; and

WHEREAS, in response to the Borough's advertisement for a part-time temporary Borough Clerk, the Borough received and reviewed numerous resumes and has determined that Joyce M. Larena has over seven years' experience as a municipal clerk, is available on a part-time basis, and is the most qualified candidate with the background sufficient to perform the duties of Borough Clerk on a part-time and temporary basis;

NOW THEREFORE BE IT RESOLVED that the Woodcliff Lake Governing Body appoints Joyce M. Larena to serve at the will of the Borough of Woodcliff Lake as Temporary Borough Clerk on a part time basis at a daily rate of Two-Hundred Seventy Five Dollars (\$275.00) and without any fringe benefits such as health benefits, sick leave or paid vacation time and no more than 3 days per week; and

FURTHER RESOLVED that Joyce M. Larena shall serve as Temporary Borough Clerk until such time as the Governing Body has determined otherwise.

ROLL CALL:

Introduce: Mrs. Abene
Second: Mr. Rosenblatt
Ayes: Mrs. Abene, Mrs. Bae, Mr. Bader, Mr. Bloom, Mr. Rosenblatt
Nays: None
Abstain: None
Absent: Mrs. Gadaleta

PUBLIC FORUM

Motion to open the meeting to the public was made by Mr. Bader, second by Mrs. Abene and approved unanimously by voice call vote.

Joseph LaPaglia, Woodcliff Lake, stated that it seems pretty obvious that we are appointing a part time tax assessor at a rate that without benefits is approximately \$1,000 per day, but we were able to find a part time temporary Borough Clerk at a rate of \$275 per day, based on 7 hours per day. Therefore, the part time tax assessor is making 60% per than a Borough Clerk. He stated that he is sure he is well qualified, but it is still a lot of money.

Mayor Goldsmith stated that it is supposed to read \$50,000 net, not gross. That is a \$10,000 savings over our prior inter-local agreement.

Joseph LaPaglia stated that was because our previous tax assessor was working more hours and that this is a very expensive proposition.

Lisa Yakomin, Woodcliff Lake, stated that she knows Mayor Goldsmith is a stickler, but to be aware that the invitation to the United Nations Association of New York's 2013 Humanitarian Awards dinner might be a conflict of interest. The organization might not be charging you, but there might be a fee for others and it cannot exceed \$250.00

Carlos Rendo, Woodcliff Lake, commented on the Mayor's invitation to the United Nations Association of New York's 2013 Humanitarian Awards Dinner at the Essex House. Mr. Rendo just stated to the Mayor to be careful of what you say because at some point it could be held against you since we are in negotiations with BMW for a tax appeal.

Motion to close the meeting to the public was made by Mr. Bader, second by Mrs. Bae, and approved unanimously by voice call vote.

CONSENT AGENDA

The Consent Agenda was approved as presented.

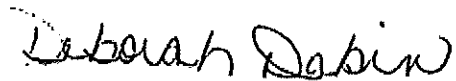
ROLL CALL:

Introduce: Mr. Rosenblatt
Second: Mrs. Abene
Ayes: Mrs. Abene, Mrs. Bae, Mr. Bader, Mr. Bloom, Mr. Rosenblatt
Nays: None
Abstain: None
Absent: Mrs. Gadaleta

ADJOURNMENT

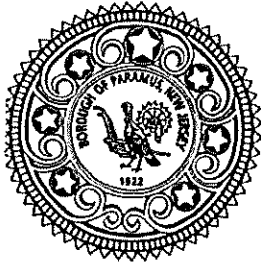
Meeting was adjourned at 9:10 a.m.

Respectfully submitted,



Deborah Dakin
Deputy Borough Clerk

EXHIBIT C



BOROUGH OF PARAMUS
County of Bergen
State of New Jersey

RESOLUTION NO. 13-9-628

Dated: 9/24/2013

At a Regular Meeting of the Mayor and Council of the Borough of Paramus, County of Bergen, State of New Jersey, held on September 24, 2013.

RESOLUTION AUTHORIZING THE MAYOR TO ENTER AN INTER-LOCAL SERVICES AGREEMENT WITH THE BOROUGH OF WOODCLIFF LAKE FOR THE USE OF THE BOROUGH OF PARAMUS TAX ASSESSOR

Whereas, the Shared Services Act, N.J.S.A. 40A:65-1, et seq., permits municipalities to enter into agreements for the shared provision of services which a municipality is "empowered to provide or receive within its own jurisdiction"; and

Whereas, the Borough of Paramus seeks to enter an Inter-local services agreement with the Borough of Woodcliff Lake, whereby Woodcliff Lake will share the services of the Borough of Paramus Tax Assessor; and

Whereas, the Borough of Woodcliff Lake has agreed to pay the Borough of Paramus a total amount of \$35,000 for the shared use of the Borough of Paramus Tax Assessor and \$15,000 directly to the Tax Assessor; and

Whereas, the proposed Inter-local services agreement is intended to be effective July 1, 2013; and

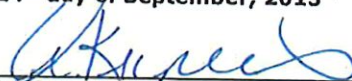
NOW THEREFORE BE IT RESOLVED that:

1. The Borough of Paramus shall enter into an Inter-local services agreement with the Borough of Woodcliff Lake to provide the Borough of Woodcliff Lake with Tax Assessor services upon the terms set forth above to be effective July 1, 2013;
2. The Borough Attorney (or such other attorney previously qualified by the Governing Body in the event of a conflict) is hereby authorized and directed to prepare an Inter-local agreement with the Borough of Woodcliff Lake on the terms set forth in this Resolution; and
3. The Mayor is hereby authorized to execute an inter-local services agreement with the Borough of Woodcliff Lake as set forth herein.



BOROUGH OF PARAMUS
County of Bergen
State of New Jersey

I hereby certify that this is a true and exact copy
of resolution adopted by the Mayor and Council of
the Borough of Paramus on the
24th day of September, 2013



Annemarie Krusznis, RMC
Borough Clerk

Motion: Councilman Amato
Second: Councilman Lagana

Ayes: Councilman Amato
Councilwoman Bellinger
Councilman Lagana
Councilman Nazzola
Councilman Verile
Councilwoman Warburton

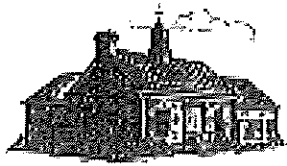
Nays:

Abstain:

Absent:

EXHIBIT D

12/16/2013 Woodcliff Lake Res. 13-194
authorize the mayor to sign the revised Shared
Services Inter - Local agreement with Paramus.



BOROUGH OF WOODCLIFF LAKE

100 PASCOCK ROAD, P.O. BOX 8610, WOODCLIFF LAKE, NEW JERSEY 07877

JIFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

501-351-4977
Fax 501-351-8333

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A REVISED INTERLOCAL SERVICES AGREEMENT WITH THE BOROUGH OF PARAMUS FOR THE USE OF THE BOROUGH OF PARAMUS ASSESSOR

**RESOLUTION NO. 13-194
DECEMBER 16, 2013**

WHEREAS, the Shared Services Act, N.J.S.A. 40A:65-1, et seq., permits municipalities to enter into agreements for the shared provision of services which a municipality is "empowered to provide or receive within its own jurisdiction"; and

WHEREAS, by Resolution dated June 17, 2013, the Borough of Woodcliff Lake authorized the Mayor to execute an Interlocal Services Agreement with the Borough of Paramus to provide the Borough of Woodcliff Lake with Tax Assessor services effective July 1, 2013; and

WHEREAS, the Borough of Paramus has agreed to certain revisions requested by the Borough of Woodcliff Lake; and

WHEREAS, the Governing Body is desirous of authorizing the execution and delivery of the revised Interlocal Services Agreement, which is annexed hereto;

NOW THEREFORE BE IT RESOLVED that:

1. The Borough of Woodcliff Lake hereby authorizes the execution and delivery by the Mayor of the revised Interlocal Services Agreement, dated December 17, 2013, with the Borough of Paramus as described above and set forth in this Resolution.

ROLL CALL:

Introduction: Mr. Bader
Second: Mrs. Gadaleta
Ayes: Mrs. Abene, Mr. Bader, Mrs. Bao, Mrs. Gadaleta
Nays: None
Abstain: None
Absent: Mr. Bloom, Mr. Rosenblatt



BOROUGH OF WOODCLIFF LAKE
168 PASCOCK ROAD, P.O. BOX 8619, WOODCLIFF LAKE, NEW JERSEY 07677

JEFFREY K. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

201-381-4877
Fax 201-501-6830

CERTIFICATION

I, Deborah Dakin, Acting Clerk of the Borough of Woodcliff Lake in the County of Bergen and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of December 16, 2013.

DEBORAH DAKIN
ACTING CLERK

EXHIBIT E

December 2013 WCL revised inter local agreement, not approved by the Paramus Council

INTERLOCAL SERVICES AGREEMENT

BETWEEN

**THE BOROUGH OF PARAMUS AND
THE BOROUGH OF WOODCLIFF LAKE
FOR THE SHARED USE OF THE
BOROUGH OF PARAMUS TAX ASSESSOR**

WHEREAS, New Jersey's Shared Services Act ("Shared Services Act"), N.J.S.A. 40A:65-1, et seq., permits municipalities to enter into agreements for the shared provision of services which a municipality is "empowered to provide or receive within its own jurisdiction"; and

WHEREAS, the Shared Services Act permits shared use of public employees between municipalities; and

WHEREAS, the legislative intent of the Shared Services Act is "facilitate and promote interlocal and regional service agreements" and to interpret the grant of power to municipalities under the Shared Services Act "as broad as is consistent with general law relating to local government"; and

WHEREAS, the inter-local services agreement between Woodcliff Lake and the Borough of Westwood expires June 30, 2013; and

WHEREAS, Woodcliff Lake is in need of a Tax Assessor as a consequence of such termination; and

WHEREAS, the Borough of Paramus ("Paramus") has agreed to share the services of its Tax Assessor with the Borough of Woodcliff Lake ("Woodcliff Lake") upon the terms and conditions set forth herein; and

WHEREAS, Paramus and Woodcliff Lake have each duly adopted substantially similar resolutions authorizing the shared use of Paramus's Tax Assessor, James Anzevino, which shared use shall be governed by this agreement unless otherwise superseded by law; and

NOW, THEREFORE, Paramus and Woodcliff Lake agree as follows, effective July 1, 2013, notwithstanding the actual date of execution:

1. The nature and extent of services to be performed pursuant to this agreement shall be the statutory and related services required and/or permitted to be rendered by the office and position of tax assessor pursuant to N.J.S.A. 40A:9-141, et seq. Paramus's Tax Assessor shall have the same responsibilities, possess the same authority, and exercise the same functions to the same extent for and on behalf of Woodcliff Lake as the Tax Assessor performs for Paramus, except as limited by this agreement, as follows:

a. Maintain separately for each of the participating municipalities the tax list, duplicate property records cards, and all other required records.

b. Make available for public inspection as otherwise required by law or regulation, the records of each of the municipalities separately and for Woodcliff Lake in Woodcliff Lake Borough Hall, 188 Pascack Road, Woodcliff Lake, New Jersey 07677.

c. Comply with all of the terms and conditions contained in the latest edition of the "Handbook for New Jersey Assessors" and the pertinent parts of the latest editions of the "Real Property Appraisal Manual For New Jersey Assessors," both of which are issued by the Division of Taxation of the Department of Treasury of the State of New Jersey.

d. Report to the borough attorney or other designated officer of Woodcliff Lake any appeal filed from any assessment or added assessment or any litigation filed from any action undertaken by the Tax Assessor as to each respective municipality within ten (10) days of receipt of notice of the filing thereof;

e. In accordance with and to the fullest extent permitted by law, annually demand income and expense statements from the owners of all income producing real property.

f. To the extent consistent with his statutory responsibilities, supervise any revaluation or reassessment undertaken in Woodcliff Lake and report to the governing body at least monthly until its completion and to provide to the governing body in such report any recommendations the Assessor may have in respect thereto.

g. Where appropriate, cause an inspection of any real property within Woodcliff Lake concerning any assessment which is disputed or to which an improvement has been made as soon as reasonably practical after receipt of any reliable notice of such dispute or that such improvement has occurred and, where appropriate, impose an added assessment thereon as soon as permitted by and in accordance with applicable laws and regulations (it being understood that the primary responsibility for added assessments is outside the scope of this Agreement).

h. To the extent reasonably practical, attend meetings with and/or provide any requested information or documents to the governing body of Woodcliff Lake, its borough attorney, its special tax attorney, municipal administrator, auditor, chief financial officer, revaluation or reassessment firm, tax appeal settlement committee, or other designee of that governing body, upon the request of any of them.

i. Shall maintain such office hours, or other acceptable arrangements, in and for Woodcliff Lake as may be determined to be necessary to accommodate meetings with the owners and residents of property in Woodcliff Lake but not to exceed 10 hours per week. Of the 10 hours, 4 are to be dedicated to the office and 6 are for flex time.

j. There shall not be a need for secretarial services for the Tax Assessor except as provided in paragraph 7 below, and if a workday falls on a vacation day or a holiday, the Tax Assessor shall be required to work the next regular business day.

2. The term of this agreement shall be one (1) year from July 1, 2013 through June 30, 2014. The agreement shall be automatically extended for an additional year unless terminated by either party by March 31, 2014 and thereafter, by the 31st day of March during each succeeding year. Nothing in this agreement shall affect the Tax Assessor's statutory term

of office in Paramus, nor shall the agreement be construed to create a term of office for the Tax Assessor in Woodcliff Lake.

3. For the shared use of Paramus's Tax Assessor, Woodcliff Lake shall pay Paramus \$50,000.00 as annual compensation in the following manner, and Tax Assessor shall not receive benefits as a result of his compensation with Woodcliff Lake:

a. \$50,000.00 to Paramus in equal quarterly installments on August 1 and November 1 of 2013 and on February 1 and May 1 of 2014; should this agreement be extended, these quarterly payments will continue on these dates in the succeeding years.

5. The Tax Assessor and the respective Administrators of Paramus and Woodcliff Lake shall mutually agree upon a schedule reflecting the division of services, if necessary. This schedule shall be further set forth in writing between the participating municipalities.

6. Woodcliff Lake shall supply to the Tax Assessor such office space, use of office equipment, and office supplies as reasonably necessary for the rendering of the required services on behalf of Woodcliff Lake. Such office space, equipment, and supplies shall be used by the Assessor only in connection with the services rendered on behalf of Woodcliff Lake and, to the extent a distinction in such services can be reasonably determined by the Assessor and except, as to necessary interoffice correspondence and communications and necessary telephone communications with officials of the other member towns or persons concerning pending cases.

7. Woodcliff Lake shall supply secretarial/clerical assistance to the Tax Assessor as may be determined to be reasonably necessary to fulfill the statutory and contractual responsibilities of the office. Otherwise, the Tax Assessor shall not have his own staffing.

8. Woodcliff Lake shall indemnify and hold Paramus harmless from any and all claims, liability, damages and costs, including reasonable attorneys' fees, arising out of Woodcliff Lake's prior inter-local services agreement with Westwood and its relationship with Barbara Poteah, including but not limited to any claim arising out of the pending litigation captioned Poteah v. Mayor and Council of Woodcliff Lake, in the Superior Court of New Jersey, bearing docket No. BER-L-5800-13. This indemnification/hold harmless shall survive the termination or expiration of this agreement.

9. Notice. Any notice, request, consent or other communication under this Agreement (a "Notice") shall be in writing and shall be given by Federal Express or similar overnight national courier, or by telecopier with confirmation followed by overnight courier, addressed to the parties at the address set forth below,

Borough of Woodcliff Lake
188 Passaic Road
Woodcliff Lake, N.J. 07677
Attention: Borough Clerk

Borough of Paramus
1 Jockiah Square
Paramus, N.J. 07652

Attention: Borough Clerk

Notice shall be deemed to be delivered upon receipt. Either party may, upon ten (10) days' notice to the other, change the address to which notices to such party shall thereafter be given.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey. Any litigation arising out of this Agreement shall be brought in the Superior Court of New Jersey, Law Division, Bergen County vicinage and the parties agree to submit to the jurisdiction of said Court.

11. **Entire Agreement.** All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and it is entered into after full investigation, neither party relying upon any statement or representations, not embodied in this Agreement, made by the other.

12. **Further Assurances.** After the signing of this Agreement, Woodcliff Lake and Paramus shall cooperate with one another at reasonable times and on reasonable conditions in order to fully carry out the intent and purposes of the transaction contemplated herewith.

IN WITNESS WHEREOF, the parties execute this Agreement on this _____ day of December, 2013.

BOROUGH OF PARAMUS

BY: _____

Richard LaBarbera, Mayor

ATTEST:

ANNEMARIE KRUSZNIK, Clerk

BOROUGH OF WOODCLIFF LAKE

BY: _____

Jeffrey R. Goldsmith, Mayor

ATTEST:

Debbie Dakin

DEBBIE DAKIN, Deputy Borough Clerk

TAX COURT OF NEW JERSEY

Joshua D. Novin
Judge



Washington & Court Streets, 1st Floor
P.O. Box 910
Morristown, New Jersey 07963
Tel: (609) 815-2922, Ext 54680
Fax: (973) 656-4305

NOT FOR PUBLICATION WITHOUT THE APPROVAL
OF THE TAX COURT COMMITTEE ON OPINIONS

October 2, 2017

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Re: William E. Dolan
v. Borough of Woodcliff Lake and BMW of North America, LLC (intervenor)
Docket No. BER-L-2219-14

Dear Counsel:

This letter constitutes the court's opinion following trial in the above-referenced matter. Plaintiff, William E. Dolan ("plaintiff"), brings this action in lieu of prerogative writs seeking entry of an order setting aside Resolution No. 14-19 (the "Resolution"), adopted by the governing body of the Borough of Woodcliff Lake ("defendant"), on January 23, 2014. The Resolution authorized settlement of certain tax appeal litigation matters with intervenor, BMW of North America, LLC ("BMW"). The Resolution further directed defendant's special tax appeal litigation counsel to execute all documents necessary to enter into the settlement agreement.

For the reasons that follow, the court concludes that defendant’s adoption of the Resolution was adequately supported by the record below, and was neither arbitrary, capricious or unreasonable, nor otherwise contrary to law. Moreover, the court concludes that, based on the evidence presented, plaintiff’s lawsuit was neither objectively baseless, nor intentionally designed to perpetrate wrongful conduct, or to interfere with defendant’s settlement agreement with BMW.

I. Factual Findings and Procedural History

In accordance with R. 1:7-4(a), the court makes the following findings of fact based on the testimony and evidence submitted by the parties.

BMW is the owner of the real property and improvements located at 200 Chestnut Ridge Road and 300 Chestnut Ridge Road, in the Borough of Woodcliff Lake, County of Bergen, and State of New Jersey. The properties are identified on defendant’s municipal tax map as Block 802, Lot 1 (“200 Chestnut Ridge Road”), and Block 602, Lot 1 (“300 Chestnut Ridge Road”) (200 Chestnut Ridge Road and 300 Chestnut Ridge Road shall be collectively referred to herein as the “subject property”).

BMW instituted litigation against defendant challenging the local property tax assessments on the subject property for the 2006, 2007, 2008, 2009, 2010, 2011, 2012, and 2013 tax years (the “tax appeal litigation”). The 200 Chestnut Ridge Road property had an assessment and correspondingly, an equalized fair market value as follows:

Tax year	Total Assessment	Equalized Fair Market Value
2006	\$ 43,738,100	\$50,169,878 (87.18% ratio)
2007	\$ 61,858,100	\$83,637,236 (73.96% ratio)
2008	\$ 83,428,600	\$113,200,271 (73.70% ratio)
2009	\$135,558,100	\$180,191,545 (75.23% ratio)
2010	\$135,558,100	\$185,340,580 (73.14% ratio)
2011	\$135,558,100	\$173,414,481 (78.17% ratio)
2012	\$139,063,000	\$139,063,000 (100% ratio)
2013	\$139,063,000	\$151,716,125 (91.66% ratio)

The 300 Chestnut Ridge Road property had an assessment and correspondingly, an equalized fair market value as follows:

Tax year	Total Assessment	Equalized Fair Market Value
2006	\$32,007,400	\$36,714,154 (87.18% ratio)
2007	\$32,007,400	\$43,276,636 (73.96% ratio)
2008	\$32,007,400	\$43,429,308 (73.70% ratio)
2009	\$32,007,400	\$42,546,058 (75.23% ratio)
2010	\$32,007,400	\$43,761,826 (73.14% ratio)
2011	\$32,007,400	\$40,945,887 (78.17% ratio)
2012	\$40,994,000	\$40,994,000 (100% ratio)
2013	\$40,994,000	\$44,723,980 (91.66% ratio)

The tax appeal litigation also involved challenges brought by BMW to the denial of the 2007 and 2008 farmland exemption status for a portion of the subject property. The two principle issues raised in the tax appeal litigation, specifically, defendant's denial of BMW's 2007 and 2008 farmland assessment applications, and the valuation of the subject property, were bifurcated. The denial of BMW's farmland assessment applications was the first issue to be addressed by the court.

In or about September 2008, defendant's tax assessor, Barbara Potash, CTA ("Ms. Potash"), defendant's initial special tax appeal counsel, Joseph A. Pojanowski, III, Esq. ("Mr. Pojanowski"), defendant's appraiser, Robert McNerney, MAI ("Mr. McNerney"), and an appraiser employed in Mr. McNerney's office, Gregory Statham, conducted an inspection of the subject property. Following that inspection, by letter dated September 23, 2008, Mr. Pojanowski requested certain information from Lee W. Turner, Esq. ("BMW's counsel"). Mr. Pojanowski sought information about the improvements on the subject property, including its electrical service, building height, number of parking spaces, photographs, and composition of exterior finishes.

In or about December 2009, the court conducted the trial on the denial of BMW's 2007 and 2008 farmland assessment applications.

While the parties awaited receipt of the court's decision on BMW's farmland assessment applications, significant progress was not achieved in the property valuation aspect of the tax

appeal litigation. Although discovery was demanded and partly exchanged, the testimony and evidence revealed that, “all other discovery respecting valuation of the improvements, was placed on hold until the farmland [assessment] matter was adjudicated.” Moreover, several communications from Ms. Potash during 2012 revealed that she was unwilling to engage in any settlement discussions with BMW, and that “NO settlement [with BMW] can be arrived at until we have a decision on the farmland. . . It is putting the cart before the horse.”

On or about January 27, 2012, BMW’s counsel furnished Mr. Pojanowski with a written demand, outlining BMW’s legal position. According to BMW’s counsel, the estimated fair market value of 200 Chestnut Ridge Road was \$26,000,000 during tax years 2006, 2007, and 2008, \$55,000,000 during tax year 2009, and \$47,000,000 during tax years 2010 and 2011. In addition, BMW’s counsel estimated the value of 300 Chestnut Ridge Road at \$33,000,000 during tax years 2006, 2007, and 2008, \$28,000,000 during tax year 2009, and \$24,000,000 during tax years 2010 and 2011. Although conflicting testimony was presented during trial, BMW apparently furnished defendant with portions or all of a preliminary Restricted Use appraisal report for the subject property with its settlement demand.

By letter dated January 31, 2012, Mr. Pojanowski acknowledged receipt of BMW’s settlement demand. However, in Mr. Pojanowski’s opinion “[i]t would be premature at this time to make any comment [on the settlement demand] until we have a decision from the Tax Court regarding the farmland assessment issue. Once that comes down I will be prepared to sit down with you to have a discussion with respect to a possible global settlement.”

Despite the apparent unwillingness of Ms. Potash and Mr. Pojanowski to engage in settlement negotiations with BMW until resolution of the farmland assessment matter, defendant’s auditors apparently began to voice concern whether defendant was adequately funding reserves for this contingent liability. On August 10, 2012, Mr. Pojanowski submitted a letter to the court

advising that the “Borough of Woodcliff Lake is being criticized by its auditors that it may not be adequately funding any possible adverse decision by the court pertaining to these cases. The auditor has. . . indicated that this is a contingent liability, which has existed since 2006 and they are asking for guidance as to how it can best be addressed in the audit report.”

In late 2012, with continued concern apparently being expressed over defendant’s potential exposure in the tax appeal litigation with BMW, defendant’s borough administrator requested Ms. Potash furnish defendant’s Council and Mayor with a written report regarding the status of the tax appeal litigation for distribution during a “December 17th ‘closed session.’” In response, Ms. Potash submitted a December 13, 2012 email expressing that, “it is too premature to be discussing this at all. This meeting should be moved until the middle or end of February because the information regarding the Farmland is key and we do not have any answer.”

In or about January 2013, Steven D. Muhlstock, Esq. (“Mr. Muhlstock”), a New Jersey licensed attorney with approximately 40 years of experience, assumed representation of defendant from Mr. Pojanowski in defense of the tax appeal litigation with BMW.

On March 28, 2013, Mr. Muhlstock renewed a request for BMW to furnish defendant with copies of all construction and architectural information and costs for the subject property so that defendant’s counsel could “pursue the substantive defense of the corporate headquarter facilities [of BMW].” Additionally, Mr. Muhlstock requested access to the subject property to enable “our cost estimator and appraiser to conduct a preliminary inspection of both north and south facilities in order to determine the extent of costing work to be performed.”

On or about May 7, 2013, Mr. Muhlstock, Mr. McNerney, and a cost estimator whom defendant consulted, Joseph Novelli, ASA, conducted an inspection of the subject property with representatives of BMW.

On or about June 30, 2013, an inter-local agreement between defendant and several other local municipalities, agreeing to share the services of municipal tax assessor expired. See N.J.S.A. 40A:65-1. Because of the expiration of the inter-local agreement, Ms. Potash ceased serving as defendant's municipal tax assessor.

Under Resolution dated June 17, 2013, defendant's council authorized its Mayor to enter into a new inter-local services agreement with Paramus Borough, to furnish defendant with municipal tax assessor services, effective July 1, 2013. On or about September 19, 2013, defendant executed an inter-local services agreement with Paramus Borough providing defendant with municipal tax assessor services effective July 1, 2013. Effective July 1, 2013, James Anzevino, CTA ("Mr. Anzevino"), began serving as defendant's municipal tax assessor.

On August 7, 2013, defendant's council adopted Resolution No. 13-113, authorizing Mr. Muhlstock to prepare requests for qualifications from a cost estimator, and an appraiser, to undertake reports in defense of the 2006, 2007, 2008, 2009, 2010, 2011, 2012, and 2013 tax assessments on the subject property and thus, defendant's position in the tax appeal litigation.

By letter dated August 8, 2013, Mr. Muhlstock demanded "BMW's best settlement offer. . ." before defendant moved "forward and retain[ed] our experts and conduct[ed] extensive discovery."

On or about October 17, 2013, defendant's Mayor, Jeffrey Goldsmith ("Mayor Goldsmith"), Mr. Muhlstock, Mr. McNerney and Mr. Anzevino participated in a meeting to discuss the status of the tax appeal litigation. According to Mr. Muhlstock, the purpose of the meeting was "to get their input, to get instructions from them as to where we should try and head to, in terms of settlement of this case."

Following that conference, on October 17, 2013, Mr. Muhlstock and Mayor Goldsmith attended a settlement conference with BMW's counsel and representatives to discuss the prospects

of resolution of the tax appeal litigation. During that meeting, Mr. Muhlstock recounted that BMW's counsel initially demanded refunds arising from the tax appeal litigation of between \$10 to \$12 million dollars. According to Mr. Muhlstock, he respectfully rejected BMW's settlement demands, however the parties continued with their settlement discussions for approximately 1½ hours. No resolution of the tax appeal litigation was achieved during the October 17, 2013 meeting. Nonetheless, settlement discussions between Mr. Muhlstock and BMW's counsel continued thereafter.

On November 18, 2013, defendant's Council, Mayor Goldsmith, Mr. Anzevino, Mr. Muhlstock and defendant's municipal counsel, Paul Kaufman, Esq. ("Mr. Kaufman"), participated in a "closed session" meeting to review and discuss the status of the BMW tax appeal litigation, along with other matters.

On November 21, 2013, Mr. Muhlstock conveyed a "final offer of settlement" to BMW. The proposed settlement parameters included four annual installment payments, without interest, totaling "\$3,995,000 [as] the amount of the refund for tax years 2006 through 2013." In addition, defendant offered to reduce the "2014 [tax] assessment for the entire complex. . . to the total sum of \$124 million."

Negotiations and discussions between Mr. Muhlstock and BMW's counsel continued thereafter culminating in a proposed resolution of the tax appeal litigation, an outline of which was contained in Mr. Muhlstock's December 6, 2013 letter to BMW's counsel. The December 6, 2013 letter provides that, in consideration for BMW's withdrawal of all tax appeal matters, including its challenge to denial of its farmland assessment applications, defendant will pay BMW the "total sum of \$3,950,000, payable over four years. . . [t]here will be no interest on any payments." In addition, the parties would agree that the "fair market value of the premises is \$119 million," for purposes of fixing the 2014 tax year assessment on the subject property. Mr. Muhlstock's

December 6, 2013 letter highlights that he “do[es] not have Council authorization or approval. . . [for the settlement,] what I do have is the support of Mr. Anzevino, the Assessor and Mr. McNerney, our Appraiser.”

On December 9, 2013, Mr. Muhlstock prepared a detailed letter to defendant’s Council and Mayor Goldsmith regarding the tax appeal litigation with BMW. Incorporated into and attached to Mr. Muhlstock’s December 9, 2013 letter were two exhibits, Exhibit 1 and Exhibit 2. Exhibit 1 contained a spreadsheet of factual information including, defendant’s tax rates, average ratio of assessed to true value, Chapter 123 common level ranges, the subject property’s local property tax assessments, the acreage of the subject property, the square footage of the improvements on the subject property, the equalized value per square foot of the subject property and the corridor value per square foot of the subject property. Exhibit 2 contained an exposure analysis prepared by Mr. Muhlstock with assistance from Mr. McNerney and Mr. Anzevino, identifying the potential exposure defendant could face in the tax appeal litigation with BMW, should the litigation proceed to trial and final judgment.

The December 9, 2013 letter, including Exhibit 2 thereto, contained Mr. Muhlstock’s legal opinions and potential litigation strategies, a litigation risk assessment, potential settlement benefits, and an analysis of the tax appeal litigation from different vantage points. The December 9, 2013 letter offered an evaluation of the risks of proceeding with protracted litigation compared with the potential benefit of reaching a final resolution of the tax appeal litigation with BMW.¹

On December 16, 2013, defendant’s Council, Mayor Goldsmith, Mr. Muhlstock, Mr. McNerney, Mr. Anzevino, and Mr. Kaufman participated in a closed session meeting to review and discuss the contents of Mr. Muhlstock’s December 9, 2013 letter, including the “the strengths

¹ On May 17, 2016, the court issued a letter opinion addressing the confidentiality and protections afforded the December 9, 2013 letter and Exhibit 2 thereto, between Mr. Muhlstock, defendant’s Council and Mayor Goldsmith.

and weaknesses” of defendant’s legal position in the tax appeal litigation and prospect of settlement (the “closed session meeting”).

On December 17, 2013, the Tax Court issued a written opinion affirming defendant’s denial of BMW’s farmland assessment applications for the 2007 and 2008 tax years, and imposition of rollback taxes for the 2004, 2005, and 2006 tax years.

On December 18, 2013, Mr. Muhlstock transmitted a letter to BMW’s counsel. In his letter, Mr. Muhlstock confirmed the proposed payment amount, defendant’s requirement that, as a condition of the settlement, all BMW tax appeals be withdrawn, and that the 2014, 2015, and 2016 tax year assessments shall be based on an agreed fair market value for the subject property of \$119 million.

On January 23, 2014, defendant’s Council and Mayor Goldsmith conducted a public meeting to address proposed Resolution No. 14-19, governing the proposed settlement of the tax appeal litigation with BMW. Also present at the public hearing was defendant’s acting clerk, Debbie Dakin, defendant’s auditor, Paul Lerch, Mr. Kaufman, and Mr. Muhlstock. During the public meeting, a few citizens expressed concern over and raised questions about the proposed settlement with BMW. In addressing those concerns and questions, Mr. Muhlstock stated:

It’s not right to use the [subject property’s] assessment because the assessment is not sustainable. That’s not what we believe. . . [it’s] what our experts believe. . . The assessment was too high. We all agreed, and. . . I’m not talking about the Council, I’m talking about the appraiser and the cost estimator that I had informally look at this facility in order to tell me and tell our appraiser what is the highest value that we could prove for this facility for these years \$180 [million] was not the number.

We couldn’t get our complete number that we wanted in this negotiation, that would have been impossible. Because BMW, which in our estimation would have been owed, had we tried the case, close to double the \$3.9 million that we’re giving them, we had to give up something. Like in every single negotiation, we had to give up [something]. . . there is something on top of the \$3.9 [million] that we are not going to be deriving which we think we

could have gotten. But it would have been at a price that this borough could not have afforded and it would have broken the financial back of this municipality were this case not settled.

In addition, in response to a member of the public's query whether the Council was presented with a "financial analysis that projects the potential cost of pursuing this litigation versus the cost of this settlement," Mr. Kaufman responded as follows:

The projections from – that we received from the appraiser and the cost estimators were that the refund – in a good case scenario. . . The refund that BMW [would be entitled to] was [it] successful in the litigation over the period, where the Borough collected [tax revenue of] 5½ million dollars. . . the Borough's share [of] the refund would have exceeded \$12 million dollars. That means that the Borough would have has a net loss of over \$7 million [dollars].

On a reasonably good scenario the Borough would have paid a refund of around 7½ - 8 million dollars. That's with trying the case.

So, these are some of the factors that were weighed. . . Financially, you get to the point, it doesn't make sense for the Borough to pay a refund that exceeds what you actually are receiving. . . so yes, we did get the Borough got all those financial projections. But that's all – that's all part of. . . what was weighed.

Moreover, during the course of the public meeting, Mr. Kaufman further responded to public concerns by stating the following:

I again will repeat that all these scenarios have been discussed and reviewed and evaluated. We've got councilmen you've heard a lot of questions that they've raised tonight. These questions are nothing new. They've been discussed. This has. . . been discussed at length and in depth for the last three [to] four months. The two incoming council new members have been involved since their election, so they've heard it all. . . I guess, what it comes down to is I think, we've given a little bit of an education to the public on the thought process here.

Once public comment on Resolution No. 14-19 concluded, a motion to approve Resolution No. 14-19 was made by Councilwoman Abene, and, seconded by Councilwoman Gadaleta. A roll call was thereafter conducted, and Resolution No. 14-19 was approved on January 23, 2014, by a vote of 5 – 0, with one of defendant's Councilmembers being absent.

The Resolution authorized Mr. Muhlstock to “execute any and all documents necessary in order to finalize the settlement of litigation BMW of North America, LLC v. Borough of Woodcliff Lake.” The settlement authorization was “predicated upon the following conditions: (1) The Borough of Woodcliff Lake will pay BMW the total sum of \$3,950,000, payable over four years, starting January 10, 2015, and continuing until January of 2018. There will be no interest on any payments. . . (2) The 2014 assessment will be set at \$110,500,000 (\$119 million times 92.84%. . . (3) The 2014 assessment will remain in place during 2015 and 2016, or until the Borough reassesses or revalues its real property. . . (4) BMW will keep the 2013 appeal open at this time, and will withdraw that appeal upon the Assessor’s verification of the 2015 and 2016 settlement assessments as noted above. . .”

On March 6, 2014, William E. Dolan (“plaintiff”) instituted this action in lieu of prerogative writs challenging defendant’s adoption of the Resolution. Therefore, of particular relevance to this matter is the record, including the documents, data, information, and advice upon which the defendant’s Council based their decision, in voting to resolve the tax appeal litigation.

On August 12, 2014, an order was entered granting BMW permission to intervene as of right, as an additional defendant in this matter, under R. 4:33-1.

Trial in this matter was conducted over the course of five days, with testimony being offered by BMW representative, Frank Wiczorek, Councilman Corrado Belgiovine, defendant’s current Mayor and former Councilman, Carlos Rendo (“Mayor Rendo”), Ms. Potash, Mr. Muhlstock and Mayor Goldsmith.

II. Action in Lieu of Prerogative Writs

A. Record and testimony

In this action in lieu of prerogative writs, plaintiff challenges defendant’s adoption of the Resolution and the sufficiency of the evidence presented to, or in possession of, defendant’s

Council to support such decision and action. In plaintiff counsel's own words, he seeks to "invalidate the settlement agreement and to reverse all actions that were taken in furtherance of that settlement agreement." Plaintiff charges that Mr. Muhlstock did not possess the requisite information and discovery from BMW in the tax appeal litigation; Mr. Muhlstock did not have the necessary qualifications to offer his opinion on the value of the subject property; and defendant's failure to obtain an appraisal report and cost estimate for the improvements constructed on the subject property, resulted in defendant's Council having inadequate information to support adoption of the Resolution. Therefore, plaintiff maintains that defendant's adoption of the Resolution was arbitrary, capricious, unreasonable, and patently insufficient.

Plaintiff further charges that defendant intentionally deflated the subject property's tax assessment for the 2014, 2015, and 2016 tax years, to permit BMW to recapture over-assessments from prior tax years. Plaintiff argues that this conduct violates his constitutionally guaranteed right to equality of tax treatment under the Uniformity Clause of the New Jersey Constitution. N.J. Const., art. VIII, § 1, para. 1(a).

In this action in lieu of prerogative writs, the court shoulders the obligation to examine and scrutinize the basis or underpinning of defendant's Council's decision, including its reliance on the advice and counsel of its attorneys, appraiser, and municipal tax assessor. However, the court cannot act as Monday-morning quarterback, and second-guess the actions of a council, body, or board who, in good faith, relied on the advice and counsel of the qualified professionals charged with the responsibility of defending the municipality in litigation.

In this matter, the record consists not only of the public hearing, including the content of communications during that public hearing, but also writings, communications, and discussions between Mr. Muhlstock, Mr. McNerney, Mr. Anzevino, Mr. Kaufman, and defendant's Council and Mayor Goldsmith prior to those meetings, some of which the court determined were

confidential communications. The record further includes communications, discussions, and conferences between Mr. Pojanowski, Mr. Muhlstock, and BMW's counsel concerning the tax appeal litigation.

During trial, the court first heard testimony from Frank Wieczorek, the Indirect Tax & Fixed Asset Manager of BMW. Mr. Wieczorek attended the October 17, 2013 settlement conference between BMW's counsel, Mr. Muhlstock, and Mayor Goldsmith. Moreover, Mr. Wieczorek testified that, between 2012 and 2015, he was present during all inspections and walk-throughs of the subject property, and participated in all meetings and communications with BMW's counsel concerning the tax appeal litigation. In the years preceding adoption of the Resolution, Mr. Wieczorek credibly testified that he oversaw two inspections of the subject property: the first, conducted with Mr. Pojanowski, Mr. McNerney and "his team"; and the second conducted with Mr. Muhlstock, Mr. McNerney, and "his team."

According to Mr. Wieczorek, BMW obtained preliminary Restricted Use Appraisal reports for the 200 Chestnut Ridge Road and 300 Chestnut Ridge Road properties. Mr. Wieczorek testified that these appraisal reports were delivered to defendant's counsel, in support of BMW's settlement demands, during the course of the tax appeal litigation. Mr. Wieczorek expressed that it was always BMW's objective to attempt to reach an amicable resolution of the tax appeal litigation with defendant, for all years under appeal. Finally, Mr. Wieczorek explained that the final negotiated settlement was achieved only after numerous exchanges were made between the parties, as defendant's original settlement proposal to BMW amounted to refunds totaling approximately \$1,000,000.

Next, the court heard testimony from Councilman Corrado Belgiovine, and Mayor Rendo. Councilman Belgiovine was elected to defendant's Council in November 2013, for the term commencing January 2014. As such, Councilman Belgiovine was invited to attend the December

16, 2013 closed session meeting to participate in and discuss the BMW tax appeal litigation. Councilman Belgiovine expressed that he was made aware during the December 16, 2013 closed session meeting that BMW had obtained an appraisal report for the subject property that was supplied to defendant. Councilman Belgiovine stated that during the closed session meeting “we spoke at length” about why defendant did not have an appraisal report in this matter. He further indicated that he participated in “less than five” closed session meetings of defendant’s Council and its professionals to discuss the BMW tax appeal litigation, prior to adoption of the Resolution. Councilman Belgiovine explained that, “we certainly took into consideration the taxpayers and, in accepting this settlement, based on what we felt we were facing, this was the best of all options.”

Mayor Rendo was elected to defendant’s Council in November 2013, for the term commencing January 2014. Like Councilman Belgiovine, Mayor Rendo was invited to attend the December 16, 2013 closed session meeting to participate in and discuss the BMW tax appeal litigation. Mayor Rendo credibly testified that his support for the Resolution was formed based on meetings and discussions defendant’s Council had with its legal counsel and the experts defendant charged with primary responsibility for handling the matter. He explained that “we [the Council] would meet in closed session. . . with our attorney at the time, Mr. Muhlstock, . . . our appraiser, Mr. McNerney, . . . Mr. Anzevino, the borough assessor, and, probably, Mr. Rick DelGuercio of Appraisal Systems. . . that is all the experts that the municipality hired to look into this matter.” Mayor Rendo communicated that during the December 16, 2013 closed session meeting, he requested certain documents, however based on the explanation offered by defendant’s experts, and the exposure analysis provided by Mr. Muhlstock and Mr. McNerney, those documents could not be produced. Mayor Rendo confirmed that he was fully aware that no appraisal of the subject property was prepared on defendant’s behalf. However, he explained that, “[t]he reasoning that was given to us [for not preparing an appraisal report] seems reasonable, and

based on the advice of our experts, I made a final conclusion. . .” In Mayor Rendo’s opinion, based on the information that was furnished to us by our experts, “our exposure was a lot higher than the settlement that was finally agreed to.”

Mayor Rendo further expressed his belief, based on conversations he participated in with defendant’s experts, that the outcome of any appraisal report commissioned by defendant would validate the conclusions reached in the December 9, 2013 exposure analysis. Thus, he believed that no different conclusion would have been reached with respect to the appropriateness of the settlement with BMW had an appraisal report been procured.

Mayor Rendo further credibly testified that, prior to voting on the Resolution and to gain a better understanding of the BMW tax appeal litigation, including the potential risks associated therewith, he contacted defendant’s former counsel, Mr. Pojanowski, to “pick his brain.”

Finally, Mayor Rendo voiced his concern that if defendant was unsuccessful at trial in defense of the tax appeal litigation, defendant would be placed in the untenable position of being unable to pay its debts. According to Mayor Rendo, “we’re looking at a demand [from BMW] of \$12 million, so the [2% property tax] cap would have been busted anyway. . . it was a global settlement, we made a business decision that why expose our residents to a \$12 million hit when we could settle the case [the tax appeal litigation] at \$3.95 [million].”

The court also heard testimony from Ms. Potash, defendant’s former tax assessor. Ms. Potash testified that she served as defendant’s tax assessor from 2003 to July 9, 2013, pursuant to the terms of an inter-local agreement. Ms. Potash testified that as of her termination date, authorization for defendant to procure an appraisal report for the subject property in the tax appeal litigation had not been secured. According to Ms. Potash, defendant could not engage in any meaningful settlement discussions with BMW of the tax appeal litigation until the farmland assessment denial issue was resolved by the court.

The court also heard testimony from Mr. Muhlstock. Mr. Muhlstock testified that he was not aware of any agreement, obligation, or legal requirement, that Mr. McNerney prepare an appraisal report as a condition precedent to settling the tax appeal litigation. Moreover, in Mr. Muhlstock's opinion, it was not irresponsible for defendant to adopt the Resolution without first obtaining an appraisal report, because based on his discussions with Mr. McNerney and Mr. Novelli, as well as his personal knowledge of corporate headquarter facilities in Bergen County, "it was clear, . . . we could not substantiate the assessment [on the subject property]." The reason, he candidly explained was, "primarily, . . . the ratio treatment had not been given to . . . the south part of this property. And if it was, . . . then the ratios were attributed with an inflated fair market value, which we could never reach." According to Mr. Muhlstock, the "highest fair market value" that could be substantiated "appeared to be the assessment" for the subject property. However, because the Chapter 123 "ratios for five of these [tax] years [was] at 75%. . . it was crystal clear to us that the case had to be settled, and the case had to be settled without Mr. McNerney [defendant's appraiser] putting pen to paper, because that would have absolutely destroyed any leverage that we would have had in negotiations with BMW."

An appraisal report, asserted Mr. Muhlstock, would have been "open to discovery" by BMW in the tax appeal litigation, as the disclosure of appraisal reports is "called for by the standard interrogator[ies]." Mr. Muhlstock testified that upon inspecting the improvements on the subject property, he "did not see how we were possibly going to justify the assessments on those buildings." Moreover, the cost associated with having Mr. McNerney complete an appraisal report, would have been roughly \$22,000. Based on Mr. Muhlstock's discussions with defendant's experts and tax assessor, he expressed that a "best case" scenario in an appraisal report would be a "long way away from the assessment." In explaining why – in spite of its willingness to consider

settlement – Mr. Muhlstock nevertheless made various discovery requests of BMW, he noted that “if the case were not to settle, all of that would have been necessary.”

In his testimony, Mr. Muhlstock provided details concerning the relevant information he received and reviewed prior to engaging in any settlement discussions with BMW and defendant’s consideration of the Resolution. Mr. Muhlstock noted that he “saw everything,” and “walked through every single part of every one of the buildings” on the subject property. Mr. Muhlstock further asserted that, prior to adoption of the Resolution, defendant’s experts “knew” and expressed to defendant’s Council, the range of value that an appraisal report of the subject property could support, and that this value “would not have changed depending on additional information received from BMW at this point.” Based on his experience, in defending the local property tax assessments of other corporate headquarter facilities Englewood Cliffs, Franklin Lakes, and Mahwah; having tried to conclusion other matters before the Tax Court; having consulted with defendant’s experts and examined settlements of other properties in the defendant’s taxing district, Mr. Muhlstock was certain that he developed a “realistic expectation” of how the court would rule in this matter. In Mr. Muhlstock’s estimation, he “couldn’t conceive... of how we were possibly going to justify the assessments on those buildings.” Mr. Muhlstock articulated that, due to the “enormity of the assessments for those two new buildings,” he “expected to see the Taj Mahal.” Instead, Mr. Muhlstock testified that upon inspecting the subject property he “was shocked” to find “two industrial buildings, albeit new, they were plain industrial buildings. . . .”

In Mr. Muhlstock’s estimation, “we settled this case at substantially the Borough’s best case” scenario, as the defendant “would have suffered tremendously if this had gone to trial.” Mr. Muhlstock voiced that he “would never recommend a settlement to any client unless [he] thought that [they] could not do better.” According to Mr. Muhlstock, “where you have a bad assessment and there’s huge exposure, by letting the years aggregate, you’re looking for disaster,” with the

potential refund amount spiraling “out of control.” Mr. Muhlstock emphasized defendant must account for the “principles of uncertainty of litigation.”

Finally, the court heard testimony from Mayor Goldsmith. Mayor Goldsmith began his term as defendant’s mayor in January 2012, and within the first few months in office, he met with representatives of “every major taxpayer” in Woodcliff Lake Borough, including but not limited to, BMW, Mack-Cali, Eisai, and ID Systems. Mayor Goldsmith testified that he engaged in these meetings to introduce himself and his new administration to businesses having a presence in Woodcliff Lake Borough.

Mayor Goldsmith explained that when he assumed office, he received a confidential memorandum from Mr. Pojanowski, in or about January 2012, outlining the status of the tax appeal litigation with BMW.

Mayor Goldsmith acknowledged that, on May 6, 2012, he escorted representatives of BMW on a tour of Woodcliff Lake Borough including its schools. According to Mayor Goldsmith, the tour was arranged to promote “good will” and to encourage business involvement in Woodcliff Lake’s schools and community. Mayor Goldsmith further testified that in the year that followed, he participated in several meetings with BMW representatives, for relationship building, and not in an attempt to negotiate a settlement of the BMW tax appeal litigation.

Mayor Goldsmith admitted that upon assuming his role as mayor, he questioned Ms. Potash’s level of integrity. He explained that when he took office, he inherited a “financial disaster,” as defendant’s bond rating was almost immediately downgraded, there were insufficient municipal reserves to fund roadway projects, as well as tax appeal matters, and the prior administration had just “negotiated the largest settlement of a . . . tax appeal in the Borough of Woodcliff Lake’s history. We had another on the docket, which was twice as large, which was the Mack-Cali appeal, and we had this appeal, not including all the residential appeals. . . and when

I sat down and asked her certain questions to provide me what she believed the [defendant's] exposure was, and the way she presented it to me, I questioned her competency. . . .”

Mayor Goldsmith further confirmed that on October 17, 2013, he and Mr. Muhlstock participated in a settlement conference at the subject property with BMW's counsel and representatives. According to Mayor Goldsmith, during the conference the parties were engaged in “constant” settlement communications. Mayor Goldsmith further expressed that he and Mr. Muhlstock privately caucused by telephone with Mr. McNerney.

Mayor Goldsmith explained that he and defendant's Council “relied upon the advice of our professionals” in entering into settlement discussions with BMW, and in adopting the Resolution. Specifically, Mayor Goldsmith stated that he and the Council received advice and counsel from Mr. Muhlstock, Mr. McNerney, Mr. Anzevino, Mr. Kaufman, and Mr. Lerch, with respect to the tax appeal litigation and formulating a proposed resolution. Mayor Goldsmith testified that, of paramount concern was the potential for entry of a \$12 million judgment against defendant, which in Mayor Goldsmith's estimation, would have had a devastating effect on the municipality, as its annual municipal budget was approximately \$10 million. In Mayor Goldsmith's judgment, “that was going to break the municipal[ity]'s back, that was part of the disaster that I inherited.” Moreover, Mayor Goldsmith highlighted that settlement of the tax appeal litigation with BMW received “unanimous bipartisan approval” from defendant's Council.

B. Action in Lieu of Prerogative Writs; Standard for Review

Our State's Constitution of 1947 provides that: “[p]rerogative writs are superseded and, in lieu thereof, review, hearing and relief shall be afforded in the Superior Court, on terms and in the manner provided by rules of the Supreme Court, as of right. . . .” N.J. Const., Article VI, Sec. V, Para. 4. Thus, our State's Constitution mandated that our Supreme Court adopt such rules as reasonably necessary for review, hearing, and relief in proceedings in lieu of prerogative writs.

This directive has been carried out by our Supreme Court in its adoption of R. 4:69-1 to -7 of our Court Rules, which provides for a single proceeding in lieu of all prerogative writs. Ward v. Keenan, 3 N.J. 298, 303-304 (1949). By affording parties the right to seek “review, hearing and relief” in the Superior Court of all actions, decisions, and resolutions of municipal bodies, our Supreme Court preserved the core principles of common law prerogative writ review. Accordingly, a party aggrieved by the decision of a municipal body or board can pursue its right to review such decision by way of an action in lieu of prerogative writs filed in the Law Division of the Superior Court. Kane Properties, LLC v. City of Hoboken, 214 N.J. 199, 225 (2013). See also R. 4:69-1 to -7.

The statutorily authorized actions, decisions, and resolutions of municipal bodies and boards are entitled to a presumption of validity. Thus, the party raising challenges to the municipal body or board’s decision faces the burden of overcoming this presumption. Grabowsky v. Township of Montclair, 221 N.J. 536, 551 (2015); Price v. Himeji, LLC, 214 N.J. 263, 284 (2013) (citing Kramer v. Board of Adjustment, 45 N.J. 268, 296 (1965)); Toll Bros., Inc. v. Burlington Cnty. Bd. of Chosen Freeholders, 194 N.J. 223, 256 (2008). In order to overcome the presumption, the challenger must show that the decision of the board or body “is ‘clearly arbitrary, capricious or unreasonable, or plainly contrary to fundamental principles. . .’” Riggs v. Long Beach, 109 N.J. 601, 611 (1988) (quoting Bow & Arrow Manor v. Town of West Orange, 63 N.J. 335, 343 (1973)). Stated differently, the contesting party must demonstrate that the board or body “engaged in ‘willful and unreasoning action, without consideration and in disregard of circumstances.’” Northgate Condo. Ass’n v. Borough of Hillside Planning Bd., 214 N.J. 120, 146 (2013) (quoting Worthington v. Fauver, 88 N.J. 183, 204-05 (1982)).

Accordingly, court intervention in the arena of municipal decision-making authority should only be exercised when those decisions are “shown to be arbitrary, capricious or unreasonable, not

supported in the evidence, or otherwise contrary to law.” Rivkin v. Dover Township Rent Leveling Bd., 143 N.J. 352, 378 (1996); Reid v. Township of Hazlet, 198 N.J. Super. 229, (App. Div. 1985), certif. denied, 101 N.J. 262 (1985); Green Acres of Verona, Inc. v. Verona, 146 N.J. Super. 470 (App. Div. 1977). Our courts should not question the wisdom of a municipal body or board unless the body has exceeded the boundaries of its statutorily prescribed authority or has engaged in “a clear abuse of discretion.” Kramer, supra, at 296-97.

However, when “substantial evidence to support” the municipal decision exists in the record, a court should not interfere by substituting its own judgment. Ibid. Plainly, deference is paid to the discretion and decision-making authority of municipal bodies and boards, which, “because of their peculiar knowledge of local conditions, must be allowed wide latitude in the exercise of the delegated discretion.” Burbridge v. Mine Hill, 117 N.J. 376, 385 (1990); Medici v. BPR Co., 107 N.J. 1, 23 (1987); Kramer, supra, at 296.

Our courts have likened the adoption of municipal resolutions to the granting of zoning variances. Thus, if it can reasonably be concluded that 'a special reason' existed for the municipal action, and such action can be effectuated without any substantial detriment to the public good, the action will not be declared arbitrary or capricious. Kramer, supra, at 285; Burton v. Montclair Twp., 40 N.J. 1 (1963); Andrews v. Ocean Twp. Board of Adjustment, 30 N.J. 245 (1959); Yahnel v. Bd. of Adjust. of Jamesburg, 79 N.J. Super. 509 (App. Div. 1963).

A municipal body or board’s resolution or decision must contain sufficient factual findings, based on the application and proofs submitted therewith, to satisfy a reviewing court that the body or board carefully evaluated and analyzed the proposed course of action. Moreover, the record must demonstrate that the body or board determined that, the approval or rejection of the proposed action or application, is or is not, inconsistent with valid statutory purposes (including public

health, safety, morals, and general welfare), or constitutional constraints on municipal authority (including due process and equal protection).

A board's decision should not be disturbed without a finding by the court that there has been a clear abuse of discretion. Medical Realty Assocs. v. Board of Adj., 228 N.J. Super. 226, 233 (App. Div. 1988). See also Zilinsky v. Zoning Bd. of Adjustment, 105 N.J. 363, 368-69 (1987) (concluding that "[a] mere difference of opinion as to how an ordinance will work will not lead to a conclusion of invalidity; 'no discernable reason' is the requisite standard.") When "there is room for two opinions, [the body or board's] action is [valid] when exercised honestly and upon due consideration, even though it may be believed that an erroneous conclusion has been reached." Worthington, *supra*, 88 N.J. at 204-05 (quoting Bayshore Sewerage Co. v. Dept. Environ. Protection, 122 N.J. Super. 184, 199 (Ch. Div. 1973)). Thus, the presumption of validity for a governmental authority's action is not simply an evidentiary requirement serving as a mechanism to assign burden of proof. It is, rather, a principle expressing the view that governmental authority is presumed to have been exercised correctly and in accordance with law. See Fanelli v. City of Trenton, 135 N.J. 582 (1994).

C. Application of Prerogative Writ Standard

A key contention raised by plaintiff in this matter is that, in conducting its settlement negotiations and in adopting the Resolution, due diligence required defendant to commission an appraisal report for the subject property. Thus, plaintiff argues, that defendant's failure to procure a written appraisal report demonstrates that negotiation of the settlement and subsequent adoption of the Resolution was the result of the arbitrary, capricious, and unreasonable conduct of defendant's Council.

Conversely, defendant does not contend that a written appraisal report was prepared for the subject property by defendant's appraiser. However, defendant maintains that securing an

appraisal report is neither a condition precedent, nor legal requirement, to commence settlement discussions or to adopt a resolution approving of a settlement. Instead, defendant submits that the testimony and evidence presented demonstrates that confidential advice, data, and information was furnished by defendant's special tax appeal counsel, Mr. Muhlstock, defendant's appraiser, Mr. McNerney, and defendant's tax assessor, Mr. Anzevino, to defendant's Council during the pendency of the tax appeal litigation. Thus, defendant's Council was in possession of the essential information enabling it to make a rational, educated and informed decision.

In actions in lieu of prerogative writ, “[j]udicial review is intended to be a determination of the validity of the agency's action, not the substitution of the court's judgment for that of the agency.” Fay v. Medford Twp. Council, 423 N.J. Super. 81, 88 (Ch. Div. 2011) (citing Ne. Towers, Inc. v. Zoning Bd. of Adjustment, 327 N.J. Super. 476, 493 (App. Div. 2000)). The court's review of actions of a governmental agency, authority or municipal board is limited to determining whether the decision was arbitrary, unreasonable, or capricious. See Cell South of N.J. v. Zoning Bd. of Adjustment, 172 N.J. 75 (2002); Burbridge v. Governing Body of Mine Hill, 117 N.J. 376 (1990); Kramer, supra, 45 N.J. 268; Medical Realty Assocs., supra, 228 N.J. Super. 226. Thus, if the seminal action was “exercised honestly and upon due consideration, even if an erroneous conclusion is reached” it will not be disturbed by the courts. Bryant v. City of Atlantic City, 309 N.J. Super. 596, 610 (App. Div. 1998). Conversely, if a decision rendered by an agency or board was based upon “unsupported findings [it embodies] the essence of arbitrary and capricious action.” DeFalco Instant Towing, Inc. v. Borough of New Providence, 380 N.J. Super. 152 (2005) (citing Bryant, supra, 309 N.J. Super. at 610).

It is widely agreed that an appraisal report is an effective tool for discerning the estimated market value of vacant and improved real property. “[I]n most situations in which the value of real property is contested in court, appraisals serve as primary evidence and appraisers are

commonly summoned to testify as expert witnesses on matters relating to the value of real property.” Appraisal Institute, The Appraisal of Real Estate, 8 (14th ed. 2013). However, appraisal reports do not contain “recommendations designed to assist” a body, board, or agency in its deliberative or decision-making process. Tractenberg v. West Orange, 416 N.J. Super. 354, 373 (App. Div. 2010). Appraisal reports “supply raw data and price proposals that may then be manipulated by an agency in making its decision.” Id. at 372-73. The lack of an appraisal report is not in and of itself *prima facie* evidence that the decision of a municipal body or agency, to entertain litigation settlement negotiations and/or reach a mutually satisfactory settlement, is arbitrary, capricious, or unreasonable. Thus, the court must discern whether, in the absence of an appraisal report, the totality of the evidence presented nevertheless supports the conclusion that the board, body, or agency acted prudently, honestly, and with reasonable deliberation in arriving at its decision.

Here, the record demonstrates that defendant’s Council received information, advice, and counsel from Mr. Muhlstock, Mr. McNerney, and Mr. Anzevino regarding the subject property and the tax appeal litigation, including an outline of BMW’s settlement demands, the estimated range of value an appraisal report would support, and defendant’s potential exposure in pursuing trial of the tax appeal litigation. It is from those discussions, communications, and disclosures that defendant’s Council could discern the potential risks associated with commissioning an appraisal report, continuing the tax appeal litigation, and furthering the litigation strategies outlined by their special tax appeal counsel, or embarking on a path to attempt to resolve the tax appeal litigation, under terms economically and financially palatable to defendant.

The record further discloses that Mr. Muhlstock was fully acquainted with the subject property, BMW’s legal position in the tax appeal litigation, and the estimated range of value that defendant’s appraiser could support, with credible evidence derived from the marketplace.

Moreover, representatives of defendant, including Mr. Muhlstock, Mr. McNerney, Mr. Statham and Mr. Anzevino, were fully familiar with the condition of the interior and exterior of the subject property, having conducted inspections during the pendency of the tax appeal litigation. Such inspections, meetings and discussions – although not conclusory for determining value as, say, an appraisal report – have the tendency to guide negotiations in tax appeal matters.

Mr. Muhlstock recognized that under these circumstances, our public laws and court rules would permit disclosure of an appraisal report commissioned by defendant, thus it was of paramount importance to him that defendant's appraiser not "put[] pen to paper," in order to preserve any leverage defendant had in the settlement negotiations with BMW. See Tractenberg, supra, 416 N.J. Super. 354. Naturally, if parties to a negotiation recognize that one party's legal position is inferior, it becomes more likely that the party enjoying the superior legal position will use its leverage to the detriment of the other party.

Mayor Rendo credibly testified that defendant's Council were presented with a detailed exposure analysis from its special tax appeal counsel and experts in the tax appeal litigation. Mayor Rendo revealed that in private discussions between defendant's Council and its experts, preparation of a written appraisal report was not recommended. Mayor Rendo further explained that defendant's decision to pursue settlement was driven, in part, by the significant risk associated with continuing defense of the tax appeal litigation. In the judgment of Mayor Rendo, "we made a business decision that why expose our residents to a \$12 million hit when we could settle the case at \$3.95 [million]." He legitimately feared that were BMW successful at trial, defendant would face certain bankruptcy.

These sentiments were emphatically echoed during trial by Mr. Muhlstock, who noted his experience in the litigation of tax appeals of other corporate headquarter facilities in Bergen County. In Mr. Muhlstock's opinion, defendant "would have suffered tremendously if we had

gone to trial.” Mr. Muhlstock cited the confluence of several authorities in forming his conclusion, including his May 7, 2013 site inspection of the subject property, and subsequent discussions with Mr. McNerney and Mr. Novelli. According to Mr. Muhlstock, both Mr. McNerney and Mr. Novelli projected that the “best case” scenario in estimating the value of the subject property in any appraisal report would be a “long way away from the assessment.” Thus, Mr. Muhlstock’s account paints a picture of defendant’s decision not to obtain an appraisal report, as an informed, knowing, and strategic decision, rather than as a cavalier or irresponsible omission, in route to settlement. Moreover, Mr. Muhlstock’s December 9, 2013 letter to defendant’s Council and Mayor Goldsmith and the exhibits attached in support thereof, prepared with assistance from Mr. McNerney and Mr. Anzevino, suggest a municipality not deliberately committed to resolving litigation in ignorance, but rather one that sought disclosure and informed thought, prior to consideration of any action.

Moreover, plaintiff has offered no statutory or legal authority, in tax appeal matters, requiring municipal governing bodies to incur the added expense of an appraisal report prior to approving a settlement. When the experts charged with the responsibility of defending a municipality in litigation have provided reasonable and cogent advice, founded on sound legal principles, cautioning against obtaining an appraisal report, the decision not to obtain an appraisal report cannot said to be arbitrary, capricious, or unreasonable. Litigation is fraught not only with escalating expense, but with doubt, uncertainty, and inconsistency. Thus, “[s]ettlement of litigation ranks high in our public policy.” Jannarone v. W.T. Co., 65 N.J. Super. 472 (App. Div.), certif. denied, 35 N.J. 61 (1961). Sophisticated and competent adults, acting freely, knowingly, voluntarily, and under the advice of counsel, may elect to negotiate the settlement of litigation claims to avoid these costs, and uncertain and inconsistent results.

The court's review of the record in this matter, does not support a finding that the seminal action here – defendant Council's adoption of the Resolution and settlement of the tax appeal litigation – was exercised capriciously, or indiscriminately, and without adequate support or authority. Stated differently, plaintiff has not demonstrated that defendant's Council lacked adequate information to make an informed decision, after due deliberation and consideration. The trial testimony of several key figures who played integral roles in the tax appeal litigation, negotiation of the settlement, and adoption of the Resolution afforded the court meaningful insight into the decision-making process that led to defendant's Council's action. All of these actions portray the defendant's Council as methodically weighing whether it could withstand a potentially disastrous outcome in court, rather than as one rushing to judgment to offer a sweetheart deal to a large corporate taxpayer.

In evaluating the path followed by defendant's Council in adopting the Resolution, it is not necessary to weigh its decision-making process with regard to the decision's reasonableness, but rather, is necessary to conclude that the defendant's decision was supported by adequate "findings of fact. . . grounded in evidence in the record." Fallone Properties, L.L.C., *supra*, 369 N.J. Super. at 562. If the seminal action was "exercised honestly and upon due consideration, even if an erroneous conclusion is reached" it will not be disturbed by the courts. Bryant, *supra*, 309 N.J. Super. at 610. The court affords defendant "a presumption of validity, which may be overcome by a showing that. . . [the decision] is 'clearly arbitrary, capricious or unreasonable, or plainly contrary to fundamental principles. . .'" Riggs v. Long Beach, 109 N.J. 601, 611 (1988) (quoting Bow & Arrow Manor, *supra*, 63 N.J. at 343). Here, plaintiff has not overcome that presumption of validity with credible, cogent evidence. Defendant's consultation with qualified legal counsel and experts, deliberative meetings, and consideration of the risks inherent with litigation, versus

the benefits derived from a settlement are not indicators of a decision that was arbitrary, capricious, or unreasonable.

D. Plaintiff's demand for review under the Uniformity Clause

The authority to impose a tax on real property is governed by Article VIII, Section 1, Paragraph 1(a) of the New Jersey Constitution, commonly referred to as the Uniformity Clause. The Uniformity Clause provides that all real property, in a taxing district, shall be assessed under uniform rules and according to the same standard of value. N.J. Const. art. VIII, § 1, para. 1(a). This fundamental tenet has been a construct of the New Jersey Constitution since 1844. N.J. State League of Municipalities v. Kimmelman, 105 N.J. 422, 428 (1987) (citing New Jersey Constitution of 1844, art. IV, §7, para. 12 (as amended in 1875)).

Our Supreme Court has long recognized the constitutional right of taxpayers to “equality of treatment in sharing the duty to pay real estate taxes.” Twp. of West Milford v. Van Decker, 120 N.J. 354, 360-361 (1990) (quoting Murnick v. Asbury Park, 95 N.J. 452, 458 (1984)). This “dominant principle” is intended to ensure not only an equality of treatment, but a corresponding sharing of the property tax burden. Regent Care Center, Inc. v. Hackensack City, 362 N.J. Super. 403, 415 (App. Div. 2003) (quoting Baldwin Construction Co. v. Essex County Board of Taxation, 16 N.J. 329, 340 (1954)). Our system of property taxation mandates that a taxpayer be conferred “‘treatment commensurate with that given his fellow taxpayers within the municipality’ and that if it is not accorded [such treatment], he is entitled to a judicial or quasi-judicial remedy.” Tri-Terminal Corp. v. Edgewater, 68 N.J. 405, 409 (1975) (quoting In re Appeals of Kents 2124 Atlantic Ave., Inc., 34 N.J. 21, 25 (1961)).

The statutory remedy accorded a taxpayer feeling aggrieved by the assessed value of the taxpayer's property, or feeling discriminated against by the assessed value of other property in the county or taxing district, is to file a tax appeal challenging the local property tax assessment, for

each year they are so aggrieved. See N.J.S.A. 54:3-21. Thus, when a tax appeal is timely filed the fundamental tenets of the Uniformity Clause are served by affording taxpayers a forum for relief from alleged inequalities in the standards of value and allocation of the tax burden.

Plaintiff argues that the traditional standard of review in this action in lieu of prerogative writs, i.e. the arbitrary, capricious, or unreasonable standard, is not appropriate for the relief sought by plaintiff. Plaintiff asserts that because defendant's Resolution fixes the 2014 tax year assessment on the subject property, and stipulates a fair market value for the subject property of \$119 million dollars for the 2015 and 2016 tax year, plaintiff is deprived of the right to equality in taxation. In other words, plaintiff maintains that the Resolution unfairly infringes upon his constitutional rights under the Uniformity Clause. Moreover, plaintiff demands that BMW repay defendant the difference between the former tax assessment and the current tax assessment on the subject property for the 2014, 2015, and 2016 tax years.

The court concludes that plaintiff's arguments are misplaced. Plaintiff's arguments would require this court to make a determination of the market value of the subject property, and correspondingly would thrust the court into the realm of supplanting its opinion and judgment, for the judgment of defendant's governing body. Application of the arbitrary, capricious, or unreasonable standard of review in this action in lieu of prerogative writs matter does not deprive plaintiff of his constitutional right to equality in taxation. Notwithstanding the court's finding that defendant's adoption of the Resolution was not arbitrary, capricious or unreasonable, plaintiff nevertheless possesses the statutory right to challenge the 2014, 2015, and 2016 tax year local property tax assessments on the subject property. See N.J.S.A. 54:3-21. The court's finding is not a determination of the correctness of the subject property's 2014, 2015, or 2016 tax year assessments. In fact, plaintiff has filed complaints with the Tax Court challenging the adequacy

of the 2014, 2015, and 2016 tax year assessments on the subject property. Thus, N.J.S.A. 54:3-21 preserves plaintiff's constitutional rights to equality in taxation.

Plaintiff's invocation of the principles of the Uniformity Clause and equality in taxation does not serve to alter or amend the court's standard of review applicable to this action in lieu of prerogative writs. An action in lieu of prerogative writs is rooted in the propriety and sanctity of a municipal body's action. Here, plaintiff challenges defendant's adoption of the Resolution resolving the tax appeal litigation. Thus, the court measures defendant's action against its statutorily conferred authority and the adequacy of the record supporting its decision. This inquiry requires the court to delve into whether defendant embarked on a course of judicious thought and deliberation, or "willful and unreasoning action, without consideration and in disregard of circumstances." Northgate Condo. Ass'n v. Borough of Hillside Planning Bd., 214 N.J. 120, 146 (2013) (quoting Worthington, supra, 88 N.J. at 204-05). Thus, the arbitrary, capricious, or unreasonable standard shall be applied in this action in lieu of prerogative writs to defendant's adoption of the Resolution.

E. Defendant's Counterclaim

Defendant filed a Counterclaim against plaintiff in this matter. Defendant's Counterclaim charges that plaintiff wrongfully interfered with defendant and BMW's settlement agreement; and that plaintiff tortiously and intentionally interfered with the contractual rights or prospective contractual relationship between defendant and BMW. Defendant's Counterclaim seeks monetary damages and declaratory judgment against plaintiff.

Plaintiff ardently maintains that he exercised his statutory and constitutional rights to challenge the integrity of defendant's municipal action, for which he deems a "paucity" of documents and evidence exist.

The right of property owners “to participate in hearings and oppose zoning applications that affect their property is recognized and encouraged by laws which require they be given notice and an opportunity to be heard – an opportunity to participate actively in the approval process. If dissatisfied with the actions of a zoning board, they have an absolute right to appeal to the courts.” Structure Bldg. Corp. v. Abella, 377 N.J. Super. 467, 471 (App. Div. 2005). To sustain these fundamental rights the courts have “developed the *Noerr-Pennington* doctrine under which those who petition the government for redress are afforded immunity for their action.” Ibid. Our State courts have recognized and applied the *Noerr-Pennington* doctrine, thereby affording immunity to persons petitioning the government for relief. Ibid. See also LoBiondo v. Schwartz, 323 N.J. Super. 391 (App. Div.), certif. denied, 162 N.J. 488 (1999); Fraser v. Bovino, 317 N.J. Super. 23, 37-38 (App. Div. 1998), certif. denied, 160 N.J. 476 (1999); Main St. at Woolwich, LLC v. Ammons Supermarket, Inc., 2017 N.J. Super. LEXIS 115 (App. Div. 2017). The court finds no compelling reason why the principles espoused under the *Noerr-Pennington* doctrine do not equally apply to the right of taxpayers to participate in public hearings, and oppose municipal body action, that directly impacts and affects their property tax obligations.

The *Noerr-Pennington* doctrine does not however,

provide putative plaintiffs with an unlimited right to challenge competitors. Sham litigation receives no protection, and the presumption of immunity is dispelled when a lawsuit is ‘objectively baseless in the sense that no reasonable litigant could realistically expect success on the merits’ and is brought with the specific intent to further wrongful conduct ‘through the use [of] governmental process-as opposed to the outcome of that process.’

Main St. at Woolwich, LLC, supra, 2017 N.J. Super. LEXIS 115, *8 (quoting Prof'l Real Estate Investors, Inc. v. Columbia Pictures Indus., 508 U.S. 49, 60-61, 113 S. Ct. 1920, 1928, 123 L. Ed. 2d 611, 624 (1993)).

Thus, the court should proceed with making inquiry into the intent of the putative plaintiff only after it has established that the challenged litigation is objectively meritless, and no reasonable

litigant could realistically expect success on the merits. In determining whether the litigation is a sham, the court should focus on whether the activity is “not genuinely aimed at procuring favorable government action.” Allied Tube & Conduit Corp. v. Indian Head, Inc., 486 U.S. 492, 500 n.4, 108 S. Ct. 1931, 1937 n.4, 100 L. Ed. 2d 497, 505 n.4 (1988).

Here, plaintiff contests defendant’s adoption of the Resolution authorizing settlement of the tax appeal litigation between defendant and BMW. More specifically, plaintiff challenges the sufficiency of the evidence presented to and/or in possession of defendant’s Council prior to adoption of the Resolution, thereby permitting them to make a reasoned and well-informed decision. However, the genesis of plaintiff’s action cannot be characterized as objectively meritless, or as having no reasonable expectation of success on the merits. Plaintiff raised cogent and reasonable claims requiring the court’s inquiry into whether adoption of the Resolution was supported by adequate findings of fact, constituting part of the record.

Thus, having been presented with evidence insufficient to support a finding that plaintiff’s action was objectively baseless, the court need not address the second prong of the *Noerr-Pennington* doctrine, plaintiff’s specific intent.

III. Conclusion

For the above-stated reasons, the court concludes that defendant’s adoption of the Resolution was not arbitrary, capricious or unreasonable, and was adequately supported by the record. Therefore, the court declines to set aside the Resolution and to “invalidate the settlement agreement, and to reverse all actions that were taken in furtherance of that settlement agreement.” Accordingly, plaintiff’s Complaint is hereby dismissed.

In addition, the court concludes that plaintiff’s lawsuit was neither objectively baseless, nor intentionally designed to perpetrate wrongful conduct, or to interfere with defendant’s

settlement agreement with BMW. Therefore, the court declines to entertain an award for damages against plaintiff. Accordingly, defendant's Counterclaim is hereby dismissed.

Very truly yours,

A handwritten signature in blue ink, appearing to be 'J. Novin', with a long horizontal line extending to the right.

Hon. Joshua D. Novin, J.T.C.
temporarily assigned

EXHIBIT G

2016

← Boro Clerk, Paramus Borough September 29, 2025

1 Attachment



SPB ClerkKo25092914060.pdf

518K [Download](#) [View as HTML](#)

Good afternoon,

In response to the attached OPRA BC-3082, there are no records responsive to your request.

This request is now considered closed.

Thank you,

Borough of Paramus

Borough Clerk's Office

1 West Jockish Square

Paramus, NJ 07652

(201)265-2100 ext 2200

https://opramachine.com/request/copy_of_2016_inter_local_agreeme#incoming-1374

[Link to this](#)

[Report](#)

2017

← Boro Clerk, Paramus Borough September 26, 2025

1 Attachment



SPB ClerkKo25092614580.pdf

514K [Download](#) [View as HTML](#)

Good afternoon,

In response to the attached OPRA number BC-3066, there are no documents responsive to your request.

This request is now considered closed.

Sincerely,

Borough of Paramus

Borough Clerk's Office

1 West Jockish Square

Paramus, NJ 07652

(201)265-2100 ext 2200

2018

← Boro Clerk, Paramus Borough September 26, 2025

1 Attachment



SPB ClerkKo25092614510.pdf

520K [Download](#) [View as HTML](#)

Good afternoon,

In response to the attached OPRA number BC-3067, there are no documents responsive to your request.

This request is now considered closed.

Sincerely,

Borough of Paramus

Borough Clerk's Office

1 West Jockish Square

Paramus, NJ 07652

(201)265-2100 ext 2200

[https://opramachine.com/request/copy_of_2018_inter_local_agreeme#incoming-1373:](https://opramachine.com/request/copy_of_2018_inter_local_agreeme#incoming-1373)

[Link to this](#)

[Report](#)

2019

← Boro Clerk, Paramus Borough September 26, 2025

1 Attachment



SPB ClerkKo25092614550.pdf

514K [Download](#) [View as HTML](#)

Good afternoon,

In response to the attached OPRA number BC-3068, there are no documents responsive to your request.

This request is now considered closed.

Sincerely,

Borough of Paramus

Borough Clerk's Office

1 West Jockish Square

Paramus, NJ 07652

(201)265-2100 ext 2200

https://opramachine.com/request/copy_of_2019_inter_local_agreeme#incoming-1373

[Link to this](#)

[Report](#)

2020

← Boro Clerk, Paramus Borough September 29, 2025

1 Attachment



SPB ClerkKo25092914061.pdf

523K [Download](#) [View as HTML](#)

Good afternoon,

In response to the attached OPRA BC-3083, there are no records responsive to your request.

This request is now considered closed.

Thank you,

Borough of Paramus

Borough Clerk's Office

1 West Jockish Square

Paramus, NJ 07652

(201)265-2100 ext 2200

https://opramachine.com/request/copy_of_2020_inter_local_agreeme#incoming-1374

[Link to this](#)

[Report](#)

2021

← Boro Clerk, Paramus Borough September 29, 2025

1 Attachment



SPB ClerkKo25092914070.pdf

521K [Download](#) [View as HTML](#)

Good afternoon,

In response to the attached OPRA BC-3084, there are no records responsive to your request.

This request is now considered closed.

Thank you,

Borough of Paramus

Borough Clerk's Office

1 West Jockish Square

Paramus, NJ 07652

(201)265-2100 ext 2200

https://opramachine.com/request/copy_of_2021_inter_local_agreeme#incoming-1374

[Link to this](#)

[Report](#)

EXHIBIT H

Feb. 8, 2021 Borough Res. 21-51

Check to BMW for \$1,000,000/1st payment of four [4]



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, WOODCLIFF LAKE, NEW JERSEY 07677

Carlos Rendo, Mayor
Tomas J. Padilla, Borough Administrator

201-391-4977
Fax 201-391-8830

Council Member	Motion	Second	Yea	Nay	Abstain	Absent
Falanga			X			
Gadaleta	X		X			
Higgins		X	X			
Marson			X			
Schnoll			X			
Hayes			X			
Mayor Rendo						

**RESOLUTION OF TAX COURT SETTLEMENT
BMW OF NORTH AMERICA, LLC V. BOROUGH OF WOODCLIFF LAKE
2006 to 2013 TAX YEARS (JUDGE NOVIN'S, JTC OPINION)**

**RESOLUTION NO. 21-51
FEBRUARY 8, 2021**

WHEREAS, BMW of North America, LLC is the owner and taxpayer of property located at 200 Chestnut Ridge Road, also known as Block 802, Lot 1 and Block 602, Lot 1 in Woodcliff Lake, New Jersey; and

WHEREAS, the prior administration approved a global tax appeal settlement involving the tax years 2006-2013 which resolution was upheld by New Jersey Tax Court Judge Joshua Novin, J.T.C.'s within his October 2, 2017 trial decision. (See prior Woodcliff Lake Resolution No. 14-19 dated January 23, 2014, attached as Exhibit "A" and Tax Court opinion of Judge Novin, attached as Exhibit "B"); and

WHEREAS, it is upon the advice and recommendation of the Borough Tax Counsel, Tax Assessor and Appraisal Expert formal approval of the related Stipulation of Settlement has been prepared in this matter in accordance with that global settlement,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Woodcliff Lake, County of Bergen, State of New Jersey that Woodcliff Lake's special tax appeal counsel is hereby

authorized and directed to execute any and all documents necessary in order to finalize the settlement of litigation BMW of North America, LLC v. Borough of Woodcliff Lake, for tax years 2006, 2007, 2008, 2009, 2010, 2011, 2012 and 2013. This settlement is predicated upon the following conditions:

1. The Borough of Woodcliff Lake shall pay BMW in accord with the Settlement Agreement the total tax appeal refund sum of \$3,950,000, payable over four years, without interest. The refund for the 2009 tax year shall be paid no later than March 1, 2021 in the amount of \$1 million; the refund for 2010 tax year shall be paid no later than March 1, 2022 in the amount of \$1 million; the 2011 tax year shall be paid no later than March 1, 2023 in the amount of \$1 million and the refunds for the 2012 tax year shall be paid no later than March 1, 2024 in the amount of \$950,000.00.
2. All other years as per the 2014 approved resolution are to be withdrawn and/or dismissed.

CERTIFICATION

I, Deborah Dakin, Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of February 8, 2021.

Deborah Dakin
 DEBORAH DAKIN, RMC, CMR
 BOROUGH CLERK

DETACH BEFORE DEPOSITING

THIS DOCUMENT HAS A COLORED BACKGROUND AND FLUORESCENT FIBERS • SEE ADDITIONAL SECURITY FEATURES ON REVERSE SIDE • MISSING A FEATURE INDICATES A COPY		No. 024341
BOROUGH OF WOODCLIFF LAKE 188 PASCACK ROAD, WOODCLIFF LAKE, N.J. 07677 CLAIMS ACCOUNT	Bank of New Jersey	VOID AFTER 90 DAYS FROM DATE
DATE	CHECK NO.	AMOUNT
02/25/21	24341	\$**1,000,000.00
One Million AND 00/100 Dollars		
TO THE ORDER OF	BMW OF NORTH AMERICA LLC 300 CHESTNUT RIDGE ROAD WOODCLIFF LAKE, NJ 07677	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> DEBORAH A. DAKIN <small>BOROUGH CLERK</small> </div> <div style="text-align: center;"> HAROLD E. ZAPPELLA <small>CHIEF FINANCIAL OFFICER</small> </div> </div>

⑈024341⑈ ⑆021214189⑆ 0902000324⑈

EXHIBIT I

2/25/2021

BOROUGH OF WOODCLIFF LAKE 180 PASCACK ROAD, WOODCLIFF LAKE, NJ 07077 CLAIMS ACCOUNT		Bank of New Jersey	VOID AFTER 90 DAYS FROM DATE	No. 024341
DATE	CHECK NO	AMOUNT	35 149 211	
02/25/21	24341	\$**1,000,000.00		
One Million AND 00/100 Dollars				
TO THE ORDER OF	BMW OF NORTH AMERICA LLC 300 CHESTNUT RIDGE ROAD WOODCLIFF LAKE, NJ 07677		<i>John</i> <i>Deborah A. Rubin</i> <i>Harold E. Zaylen</i>	
	PER BNY		<small>AGNY MTRIGA MP</small> <small>MP</small> <small>MP</small>	
⑆2 6002 090 1891 1203 14 34 0⑆			⑆0100000000⑆	

JP MORGAN CHASE BK NA **CR TO NMD**

030421 >074908962< **PAYEE ALL**

28432485 0028134 **RTS R5VD**

00851140 210 0000000432215783

(Signature)

Ra

2/14/2023

BOROUGH OF WOODCLIFF LAKE 188 PASCHER ROAD, WOODCLIFF LAKE, N.J. 07877 CLAMAS ACCOUNT		Connect One Bank	VOID AFTER 90 DAYS FROM DATE	No. 027332
DATE	CHECK NO.	AMOUNT	05-1418 212	
02/14/23	27332	\$1,000,000.00		
One Million AND 00/100 Dollars				
TO THE ORDER OF	BMW OF NORTH AMERICA LLC 300 CHESTNUT RIDGE ROAD WOODCLIFF LAKE, NJ 07877		 DEBORAH A. DEWITT ADMINISTRATOR CLAMAS ACCOUNT	
027332 0212141890 0902000324*			/0100000000/	

JPMORGANCHASE BK NA	OR TO NMD
030923 >074000002<	PAYEE ALL
26432813 0028134	RTS R5VD
00951857 057	6000000432218783

Ra

7/16/2024

BOROUGH OF WOODCLIFF LAKE
188 FISCACK ROAD, WOODCLIFF LAKE, N.J. 07677
CLAIMS ACCOUNT

Connect One Bank

VOID AFTER 90 DAYS FROM DATE

No. 029394

DATE: 07/16/24

CHECK NO. 29394

AMOUNT \$****950,000.00

Nine hundred fifty thousand AND 00/100 dollars

TO THE ORDER OF: BWA OF NORTH AMERICA LLC
300 CHESTNUT RIDGE ROAD
WOODCLIFF LAKE, NJ 07677

Jill
Deborah J. Rubin
ADMINISTRATOR
BOOKING CLERK
CHIEF FINANCIAL OFFICER

⑆029394⑆ ⑆021214189⑆ ⑆002000321⑆ /0095000000/

⑆029394⑆ ⑆021214189⑆ ⑆002000321⑆ /0095000000/

JPMORGANCHASE BK NA	CR TO NMD	
072824	>074809882<	PAYEE ALL
28432426	0028134	RTS RGVB
00851894	130	0000000432215783

EXHIBIT J

WOODCLIFF LAKE
BOROUGH OF

Search

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Affordable Housing Information

Area in Need of Redevelopment

Audit & Budget Information

Borough Code

Borough Departments

CORONAVIRUS/COVID-19 NEWS, ALERTS & UPDATES

COAH/Fair Share

In Past Agendas:

- [2012](#)
- [2014](#)
- [2015](#)
- [2016](#)
- [2017](#)
- [2018](#)
- [2019](#)

EXHIBIT K



BOROUGH OF WOODCLIFF LAKE

188 PASSAIC ROAD, WOODCLIFF LAKE, NEW JERSEY 07677

Council Member	Motion	Second	Yea	Nay	Abstain	Absent
Bonanno			X			
Brodsky			X			
Margolis	X		X			
Marsh			X			
Pollack		X	X			
Stern			X			
Mayor Rendo						

Carlos Rendo, Mayor
Thomas J. Padilla, Borough Administrator

201-391-4977
Fax 201-391-8830

RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH SPECIAL COUNSEL FOR TAX APPEALS

RESOLUTION NO. 25-107
MARCH 17, 2025

WHEREAS, on March 17, 2025 the Governing Body approved and appointed Ken Porro of Brach Eichler as Special Counsel for Commercial Tax Appeals through December 31, 2025; and

WHEREAS, the Mayor and the Borough Clerk were authorized to enter into a Professional Services Agreement with Ken Porro of Brach Eichler as Special Counsel for Commercial Tax Appeals for the year 2025; and

WHEREAS, this Agreement is awarded to the Special Counsel as a "Professional Contract" without competitive bidding in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law; and

WHEREAS, the Mayor and Council have reviewed the Professional Services Agreement between the Borough of Woodcliff Lake and the Special Counsel for Commercial Tax Appeals, attached hereto and incorporated herein by reference and approve of same; and

WHEREAS, pursuant to N.J.A.C.5:30-5.4(a)(1), state regulations prohibit a municipality from entering into a contract unless the municipality's Chief Financial Officer first certifies in writing to the municipality's Governing Body that adequate funds are available for the contract; and

WHEREAS, the certification of the Chief Financial Officer is attached hereto and incorporated herein by reference indicating that adequate funds are available in the budget and

the line item appropriation of the municipal budget to which the contract will be charged as required pursuant to N.J.A.C 5:30-5.4(a)(3)(5).

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Woodcliff Lake, County of Bergen and State of New Jersey that the Agreement between the Borough and Ken Porro of Brach Eichler as Special Counsel for Commercial Tax Appeals through December 31, 2025 be approved; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk be and they are hereby authorized and directed to execute the Agreement on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution together with the Agreement to Ken Porro of Brach Eichler upon its passage; and

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 40A:11-1 et. seq., the Borough Clerk be and she is hereby authorized and directed to advertise the award of this contract for Professional Services.

CERTIFICATION

I, Deborah Dakin, Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of March 17, 2025.



**DEBORAH DAKIN, RMC, CMR
BOROUGH CLERK**

EXHIBIT L

12/17/2013 Paramus M&C Minutes

12/27/2013 Paramus M&C Minutes

WORK SESSION MINUTES – DECEMBER 17, 2013

All decisions made at a work session are subject to finalization at a regular meeting of the Mayor and Council.

WORK SESSION MINUTES
DATE: December 17, 2013
CAUCUS ROOM
7:00 P.M.

IN ATTENDANCE:
Mayor Richard LaBarbiera
Paul Kaufman, Borough Attorney
Annemarie Krusznis, Borough Clerk
Joseph D'Arco, Borough Administrator

Council Members
Amato
Bellinger
Lagana
Nazziola
Verile
Warburton

Note: Agenda taken out of order.

1. Resolution No: 13-12-761 Notification of meetings as required by "The Open Public Meetings Act."
-Read by Municipal Clerk at 7:11 P.M.

Roll Call

Present: Councilman Amato, Councilwoman Bellinger, Councilman Lagana, Councilman Nazziola, Councilman Verile, Councilwoman Warburton.

2. BOROUGH CLERK'S REPORT:

- Request from IKEA to host a fundraising event sponsored by Liberty Subaru for the purpose of raising money for Merkel Cell Carcinoma on either Sunday, June 15th, June 22nd or June 29th
- Request from Caring Activists against Fur to demonstrate in front of Burlington Coat Factory at 651 Route 17 South on Saturday, December 21st from 1:00 P.M. to 2:30 P.M.
Council was advised by Mr. Kaufman it was an issue for the Police Dept. not Mayor and Council.
- Request received from All American Corvette Club to hold their 14th annual Wild About Corvette Show on Sunday, June 8, 2014 in the Panera Bread parking lot on Route 4.
Mayor and Council approved event with stipulation that no sales of any type be done.

3. ADMINISTRATOR'S REPORT – Report discussed in closed session.

Mr. D'Arco did mention the status of the wind tunnel, the company is fabricating something for the wind shelter, and one of the best shelters is located at Ridgewood Ave. and Route 17. There was a complaint that it was getting a backwash from Rt 17, I did inspect it while it was raining to confirm there was an issue. I called the company and they are making something that will resolve the issue. Other shelters were fine, this one was not set back far enough. The company submitted a footprint for the one on Linwood Ave. and Rt 17. Ridgewood has that wooden thing that sits on our border and we are putting the advertisement one right next to it, and it seems to be fine.

The Mayor wanted to mention that leaves will be picked up; the department will be working this Saturday.

Also on the Sine Die will be held on the December 27th. Reorganization will be held on January 5th at 1P.M., the next scheduled meeting will be Tuesday, January 7th. RFQ's are due by the 27th, I am suggesting that everyone come in and look at them, this way by January 7th we are ready to move on with the professionals. We will be doing Commissions and Appointments on the 5th, and professionals on the 7th. We will have two public meetings in January.

4. BOROUGH ATTORNEY'S REPORT:

- Discuss Ordinance 13-20 Referral to Planning Board, a potential defect to the adoption of this ordinance. There was a recommendation to change the definition of restaurants. We have a zoning ordinance with definitions that are 25-30 years old. There now usages that didn't exist when this ordinance was adopted. His suggestion is this may be the right time to have the Planning Board spend a few months in the new year engage the planner, and attorneys that bring in applications, and get input from the public to update the permitted usages of the commercial zones. Make a recommendation to modernize the ordinance, there are so many uses out there that we haven't thought of. We want to stay the current, as the premier retail center of the east coast.

Mayor LaBarbiera wanted to clarify that the defect was that the Planning Board did not review their recommendations; I was told that in 2012 they may have. However, in the likelihood that there is possible litigation, I think it would be prudent to remedy whatever deficiencies that might exist. This might impact applications that come before the Planning Board instead of the Zoning Board. If this remedy is not in place than we are looking at unnecessary litigation. There is no reason why we can't take a pause, correct it, and be done with it. What Paul Kaufman is saying the Planning Board should go back and look a little deeper at some of the uses in town and make sure we are consistent with the times.

- Mr. D'Arco referred to Deputy Chief of Police's contract for 2014-2018, and an item under the Court Administrator for closed session.

5. MAYOR'S REPORT

- Mayor LaBarbiera asked Mr. D'Arco if he knew about the Board of Health items mentioned last night at that meeting and their status. Mr. D'Arco mentioned the Wounded Warrior housing, consolidated offices that are going in there and future demolish of the Katrina House.
- Mayor LaBarbiera asked about a grant for veteran's housing, care and services, how it works. Mr. D'Arco had Diane Marichal brief Judy Migliaccio on the plans and the time table for 2014. Mayor LaBarbiera asked about a seventh unit instead of six units on the east side of the project which would be in proximity to Farview Ave. We would flip the entrance coming off the parking lot we just paved. The unit would not be identical to the others, but would mimic the design. We are not sure if it would stand alone or be connected. We are at least looking for office space and storage space upstairs on the basis we can do such without triggering an elevator. Another issue would be security in the building. The current building's asbestos has been abated. What would it take to install a camera, Diane never had a problem, but there are clients with violent tendencies, there is a system in place, a button that can be pressed, a camera would allow

everything to be seen in real time. A report should be submitted to Judy including the billing process, companies who would do the legwork for Judy, to Administration along with Mayor and Council.

- Mayor LaBarbiera asked Mr. D'Arco if he received any application for any boards or commissions for the Council to review. Mr. D'Arco's answer was nothing yet.
- Mayor LaBarbiera asked if anyone read the article regarding an Australian labor union that felt Garden State Plaza was short changing every borough they did business with a significant amount in tax dollars. The numbers in the report were flawed, Jim Anzevino responded to the newspapers to try and correct it. The labor union represented the cleaning staff, while they are in negotiations with Westfield located in Australian where the government regulates the wage. Jim Anzevino explained sales values, assessed values, and the correct numbers.

6. Public Comments: No Public Comments

The Mayor addressed Mr. Andy Schuckers regarding the golf trophy awards, which would be addressed in the public meeting.

7. RESOLUTION No. 13-12-762 closing the Meeting of the Mayor and Council to the public.

- a. Bizik -Litigation
- b. Bergen Regional Tax Appeal – Litigation
- c. Deputy Chief of Police – Contract
- d. PBA – MOA
- e. PEA – MOA
- f. IBEW – Negotiations
- g. Teamsters - Contract

Motion to go into Closed Session at 7:43 P.M.

Motion: Councilman Lagana

Seconded: Councilwoman Bellinger

Yeas: Councilman Amato, Councilwoman Bellinger, Councilman Lagana, Councilman Nazziola, Councilman Verile, Councilwoman Warburton

Matters permitted by law

Recess: Reconvene in Council Chambers

MINUTES

1. CALL TO ORDER
-Meeting Called to Order by Mayor LaBarbiera at 8:17 P.M.
2. PLEDGE OF ALLEGIANCE
-Led by Chief Robert Schaper
3. NOTICE OF MEETING:

Nays: None

7. COMMUNICATIONS:

- None

8. OFFICE OF THE MAYOR AND COUNCIL:

Councilman Verile

December 4th is the holiday party, December 19th Planning Board meeting.

Councilwoman Bellinger-

No report. But wanted to thank everyone for their hard work for the Winter Wonderland event.

Councilwoman Warburton

Historical Commission met 1st week of December, approved demolition before designation of house. Contacted a salvage company to work with structure. Rescue had 32 Calls, 280 man hours for November.

Mayor LaBarbiera

The Winter Carnival was very successful, without any cost to the residents. Everyone involved did a great job and worked hard for its success. Three council members will be leaving us at the end of the year. It was a pleasure to work with them, and I think of each of them as friends. Their legacy will be everyone working together, budgets & contract negotiations difficult at times, but arriving at a good place today. Thank you for all your hard work.

Councilman Amato

Always put goals of Paramus first along with priority of maintaining the quality of life. Continue to enhance services and quality of life. Keep "blue laws" in effect; otherwise we face a tax burden for these increased services. Also would to see the borough become a non-partisan government, voters supporting the candidate on issues not party. Congratulated Chief Schaper and all his members for their dedication and all the lives they serve. Thanked all the other departments for all their services. Thanked Mayor and Council for all that they do.

Councilman Nazziola

Health: Blood Pressure and Diabetes screening this Wednesday, call to register. Valley Hospital sponsoring "Life after Cancer" support group, please call to register. Fire Department report for 2013: 993 calls, 24 firefighters attended either Class 1 or Class 2 courses, outside instructors to do training classes; also they were able to refurbish the burn building, which the Police Department will be using for local training facility. Events that were participated in this past year: Career Day, Eagle Scout Ceremony, Memorial Day Services and parade, July 4th parade, July 4th fireworks, July 4th Alcoa County Club fireworks, July 4th Fire and Police Departments softball game, 9/11 Freedom Walk, Fire Dept. golf outing, Fire Prevention School Program, Wildwood Convention, Safe Halloween, Recreation Holiday Party, and the Winter Carnival. This Sunday will be the lollipop detail. Fire Dept. upgraded their equipment, including boots, engines, and computers. It was an honor and privilege serving the town.

Councilman Laqana

Golf course 48,852 total rounds in players for December, \$12,000 in gift certificates sales, Pro Shop sales exceed \$44,000, income to date \$2.1 million, Tuesday's Ladies League and Thursday's Men League drawing is scheduled for March 8th in the golf course restaurant.

The floor renovations scheduled to start on January 13, and will take minimum 2 weeks, all other renovations will be completed at the same time. Will be resigning from council, to take office as an

Assemblyman. Thanked the borough employees for their help, the people who have helped him for the last two years, working for the betterment of Paramus.

Councilman Lagana resigned, and left the dais.

Mayor LaBarbiera informed everyone that Councilman Lagana did submit his resignation in writing about a week ago and it would be effective this evening. For procedural purposes, I ask for a motion to accept.

Motion: Councilman Amato Second: Councilman Nazziola
Yeas: Councilman Amato, Councilwoman Bellinger, Councilman Nazziola, Councilman Verile, Councilwoman Warburton.
Nays: None

Mayor LaBarbiera also informed everyone that pursuant to State statute, former Councilman Lagana informed the Democratic County Committee of his resignation. They provided a list of three names to fill the vacant seat. The names submitted were Joseph Garcia, Mr. Fred Hayo, and Stuart Clark. Mayor LaBarbiera asked for a nomination and a motion.

Councilwoman Bellinger nominated Garcia.
Motion: Councilwoman Bellinger Second: Councilman Verile
Yeas: Councilman Amato, Councilwoman Bellinger, Councilman Nazziola, Council Verile, Councilwoman Warburton.
Nays: None

Mayor LaBarbiera proceeded to swear in Appointed Councilman Garcia to the unexpired term of Councilman Lagana.

Mayor LaBarbiera administered the Oath of Office to Appointed Councilman Garcia.

Mayor LaBarbiera asked for nominations for the vacancy of the Council President's unexpired term. Councilwoman Warburton nominated Councilwoman Bellinger.

Motion: Councilwoman Warburton Second: Councilman Amato
Yeas: Councilman Amato, Councilwoman Bellinger, Councilman Garcia, Councilman Nazziola, Councilman Verile, Councilwoman Warburton.
Nays: None

Mayor LaBarbiera asked Councilman Garcia if he would like to say anything.

Councilman Garcia-Thanked County Committee and Councilwoman Bellinger for the nomination. He is looking forward to serving with everyone.

FIVE MINUTE LIMIT

9. MEETING OPEN TO THE PUBLIC ~ AGENDA ITEMS ONLY

Steve Kochick questioned Resolution 13-12-800 the rate of \$14.34?

Mr. D'Arco stated that there is a part time salary guide under the police range. This is a part time position that is non-union. This was previously handled by a police officer, which is higher than a part timer would be paid. This individual was interviewed and found to be fully qualified, who happens to be a retired police officer.

Mr. Kochick stated that building and grounds had been trained and handled this prior. Mr. D'Arco explained that

the duties are extensive and beyond what building and grounds did.

10. NON CONSENT AGENDA

A CONSENT AGENDA WILL BE ADOPTED FOR ITEM NUMBERS 11 AND 12

11. RESOLUTIONS:

RESOLUTION 13-12-763: RESOLUTION AUTHORIZING PAYMENT OF BILLS

RESOLUTION 13-12-764: RESOLUTION AUTHORIZING THE TRANSFER OF 2013 BUDGET APPROPRIATIONS

RESOLUTION 13-12-765: RESOLUTION RESCINDING ORDINANCE 13-20

RESOLUTION 13-12-766: RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR THE MAINTENANCE AND REPAIR OF VEHICLES BY AND BETWEEN THE BOROUGH OF PARAMUS AND THE BOROUGH OF TETERBORO

RESOLUTION 13-12-767: RESOLUTION AUTHORIZING THE MAYOR AND BOROUGH CLERK TO SIGN AN AGREEMENT BETWEEN PROFESSIONAL ACCOUNT MANAGEMENT AND THE BOROUGH OF PARAMUS

RESOLUTION 13-12-768 : A RESOLUTION AUTHORIZING THE AWARD OF THE HEAVY DUTY RESCUE TRUCK BID IN THE AMOUNT OF \$656,604.00 TO NEW JERSEY EMERGENCY VEHICLES

RESOLUTION 13-12-769: A RESOLUTION AUTHORIZING THE AWARD OF THE RE-CHASSIS MINI-PUMPER BID IN THE AMOUNT OF \$79,101.00 TO NEW JERSEY EMERGENCY VEHICLES

RESOLUTION 13-12-770: A RESOLUTION AUTHORIZING THE AWARD OF THE 102-FOOT LADDER PLATFORM BID IN THE AMOUNT OF \$956,823.00 TO KME KOVATCH

RESOLUTION 13-12-771: A RESOLUTION AUTHORIZING THE AWARD OF THE GOLF COURSE FENCE BID IN THE AMOUNT OF \$26,126.00 FOR ITEM A AND \$13,990.00 FOR ITEM B TO A BETTER FENCE

RESOLUTION 13-12-772: RESOLUTION AUTHORIZING THE RELEASE OF ENGINEERING ESCROW IN THE AMOUNT OF \$2,585.00 FOR BLOCK 5304 - LOT 3 TO D.S. MEYERS AS RECOMMENDED BY THE BOROUGH ENGINEER (PAES-2295)

RESOLUTION 13-12-773: RESOLUTION AUTHORIZING THE RELEASE OF ENGINEERING ESCROW IN THE AMOUNT OF \$5,661.75.00 FOR BLOCK 6301 - LOT 4 TO D.S. MEYERS AS RECOMMENDED BY THE BOROUGH ENGINEER (PAES-2295)

RESOLUTION 13-12-774: RESOLUTION AUTHORIZING THE RELEASE OF ENGINEERING ESCROW IN THE AMOUNT OF \$14, 615.25 FOR BLOCK 6303 - LOT 1 TO D.S. MEYERS AS RECOMMENDED BY THE BOROUGH ENGINEER (PAES-2295)

RESOLUTION 13-12-775: RESOLUTION AUTHORIZING THE RELEASE OF ENGINEERING ESCROW IN THE AMOUNT OF \$8,779.54 FOR BLOCK 3102 - LOT 4 TO D.S. MEYERS AS RECOMMENDED BY THE BOROUGH ENGINEER (PAES-2295)

RESOLUTION 13-12-776: RESOLUTION AUTHORIZING THE RELEASE OF ENGINEERING ESCROW IN THE AMOUNT OF \$14,484.25 FOR BLOCK 5201 – LOTS 3, 4, & 8 TO PAVING ARTS CORP. AS RECOMMENDED BY THE BOROUGH ENGINEER (PAES-2295)

RESOLUTION 13-12-777: RESOLUTION AUTHORIZING THE RELEASE OF ENGINEERING ESCROW IN THE AMOUNT OF \$957.75 FOR BLOCK 5308 – LOTS 19 TO TRINITY BUILDING & CONSTRUCTION MANAGEMENT AS RECOMMENDED BY THE BOROUGH ENGINEER (PAES-2295)

RESOLUTION 13-12-778: RESOLUTION AUTHORIZING THE RELEASE OF A PERFORMANCE CASH BOND POSTED IN THE AMOUNT OF \$4,000.00 FOR BLOCK 3102, LOT 4 TO NAI HANSEN MANAGEMENT, 235 MOORE STREET, HACKENSACK, NJ 07601 AS RECOMMENDED BY THE BOROUGH ENGINEER (PAES-2203B)

RESOLUTION 13-12-779 : RESOLUTION AUTHORIZING THE RELEASE OF A PERFORMANCE CASH BOND POSTED IN THE AMOUNT OF \$2,000.00 FOR BLOCK 5711, LOT 19 TO STAINISLAW SURDYKA, 140 ROWLAND AVENUE, CLIFTON, NJ 07012 AS RECOMMENDED BY THE BOROUGH ENGINEER (PAES-2212)

RESOLUTION 13-12-780: RESOLUTION AUTHORIZING THE RELEASE OF A BOND IN THE AMOUNT OF \$6,465.00 FROM SHADE TREE TRUST ACCOUNT #T-03-56-286-851-802 TO DOREEN SEDEK FOR BLOCK 6601 - LOT 11 AS RECOMMENDED BY THE DIRECTOR OF SHADE TREE & PARKS COMMISSION

RESOLUTION 13-12-781: RESOLUTION AUTHORIZING THE APPROVAL OF CHANGE ORDER NO. 1 AND FINAL IN THE AMOUNT OF \$-275.00 FOR P. CIPOLLINI CONTRACTORS FOR THE ROOF REPLACEMENT FOR THE POLICE DEPARTMENT (PA-2221A)

RESOLUTION 13-12-782: RESOLUTION AUTHORIZING THE APPROVAL OF CHANGE ORDER NO. 1 AND FINAL IN THE AMOUNT OF \$-7,560.00 FOR P. CIPOLLINI CONTRACTORS FOR THE ROOF REPLACEMENT FOR FIREHOUSE #3 (PA-2221B)

RESOLUTION 13-12-783: A RESOLUTION AUTHORIZING THE REFUND OF A DEMOLITION BOND IN THE AMOUNT OF \$3,000.00 AS REQUIRED BY CHAPTER 211 TO HAAG CONSTRUCTION, LLC FOR THE PROPERTY LOCATED AT 795 HIGHLAND AVENUE

RESOLUTION 13-12-784: RESOLUTION AUTHORIZING COMMERCIAL TAX APPEAL ATTORNEY TO SETTLE 2011 - 2013 TAX APPEALS CAPTIONED IRWIN, JAMES L., TRUSTEE v. BOROUGH OF PARAMUS

RESOLUTION 13-12-785: RESOLUTION AUTHORIZING COMMERCIAL TAX APPEAL ATTORNEY TO SETTLE 2008-2013 TAX APPEALS CAPTIONED FASHION CENTER, LLC v. BOROUGH OF PARAMUS

RESOLUTION 13-12-786: RESOLUTION AUTHORIZING COMMERCIAL TAX APPEAL ATTORNEY TO SETTLE 2011 - 2013 TAX APPEALS CAPTIONED 40 EISENHOWER DRIVE, LLC v. BOROUGH OF PARAMUS

RESOLUTION 13-12-787: RESOLUTION AUTHORIZING COMMERCIAL TAX APPEAL ATTORNEY TO SETTLE 2009-2013 TAX APPEALS CAPTIONED GUTIERREZ RESNICK HOTELS, LLC v. BOROUGH OF PARAMUS (2009, 2010, 2011 & 2013) PARAMUS INN, LLC v. BOROUGH OF PARAMUS (2012)

RESOLUTION 13-12-788: RESOLUTION AUTHORIZING COMMERCIAL TAX APPEAL ATTORNEY TO SETTLE 2008-2013 TAX APPEALS CAPTIONED RT. 17 PARKWAY ASSOC. C/O MUSCARELLE v. BOROUGH OF PARAMUS

RESOLUTION 13-12-789: A RESOLUTION AUTHORIZING A REFUND TO THE FOLLOWING TAXPAYER DOROTHY CAMANGIAN DUE TO AN OVERPAYMENT

RESOLUTION 13-12-790: A RESOLUTION AUTHORIZING A REFUND TO THE FOLLOWING TAXPAYERS JOHN AND LINDA CARROLL DUE TO AN OVERPAYMENT

RESOLUTION 13-12-791: A RESOLUTION AUTHORIZING A REFUND TO THE FOLLOWING TAXPAYER SANDRA B. MEALIA DUE TO AN OVERPAYMENT

RESOLUTION 13-12-792: A RESOLUTION AUTHORIZING A REFUND TO THE FOLLOWING TAXPAYER ED PTRNS INSTRUCTING DUE TO AN OVERPAYMENT

RESOLUTION 13-12-793: A RESOLUTION AUTHORIZING A REFUND TO THE FOLLOWING TAXPAYERS JOHN AND DONNA SCHEUREMANN DUE TO AN OVERPAYMENT

RESOLUTION 13-12-794: A RESOLUTION AUTHORIZING A REFUND TO THE FOLLOWING TAXPAYERS ANTHONY AND RITA FINOCCHIO DUE TO AN OVERPAYMENT

RESOLUTION 13-12-795: RESOLUTION AUTHORIZING THE SUBMISSION OF A 2014 BERGEN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

RESOLUTION 13-12-796: RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT EXTENTION FOR THE PARAMUS MUNICIPAL ALLIANCE GRANT

RESOLUTION 13-12-797: RESOLUTION ACCEPTING ALBERT FOSTER AS A REGULAR MEMBER OF THE PARAMUS FIRE DEPARTMENT

RESOLUTION 13-12-798: RESOLUTION ACCEPTING THE FOLLOWING APPLICANT RYAN CHIUSOLO AS A PROBATIONARY MEMBER OF THE PARAMUS RESCUE SQUAD

RESOLUTION 13-12-799: A RESOLUTION AUTHORIZING THE APPOINTMENT OF EMPLOYEES FOR THE PARAMUS RECREATION DEPARTMENT BASKETBALL PROGRAM

RESOLUTION 13-12-800: RESOLUTION AUTHORIZING THE APPOINTMENT OF PAUL BACHIA TO THE POSITION OF PART-TIME PISTOL RANGE MAINTAINER FOR THE POLICE DEPARTMENT – TRAINING DIVISION EFFECTIVE JANUARY 1, 2014 AT THE RATE OF \$14.34 PER HOUR

RESOLUTION 13-12-801: RESOLUTION AUTHORIZING THE RESIGNATION OF ROBERT FEIL FROM THE POLICE DEPARTMENT, POSITION OF SCHOOL CROSSING GUARD FOR THE DIVISION OF TRAFFIC

RESOLUTION 13-12-802: A RESOLUTION AUTHORIZING THE MAYOR AND THE BOROUGH CLERK TO SIGN A CONTRACT BETWEEN THE BOROUGH OF PARAMUS AND DEPUTY CHIEF OF POLICE ROBERT M. GUIDETTI

RESOLUTION 13-12-804: A RESOLUTION AUTHORIZING THE MAYOR AND BOROUGH CLERK TO SIGN A CONTACT BETWEEN THE BOROUGH OF PARAMUS AND THE TEAMSTERS UNION.

12. APPLICATIONS

Gold and Silver

Jisook Pamela Shim	2014-2
Bulent Sanar	2014-3
Sammy Erik	2014-4
Kathie Malke	2014-5
Thomas Sanar	2014-6
Fadi Hishmeh	2014-7
Majd Laham	2014-8
Corc Bekdas	2014-9

Aydin Hanikeh	2014-10
Esmer Bekdas	2014-11
<u>Hotel/Motel</u>	
Shaner Hotel Group LLP, Paramus Crowne Plaza	2014-3
Pared Motel Associates- Comfort Inn	2014-4
<u> kennel / Pet Shop</u>	
Manor Crest Kennels, LLC	2014-1
<u>Massagist</u>	
Jennifer Hong	2014-1
Zhou Chang Hua	2014-2
Anthony Giambra	2014-3
<u>Mechanical Amusement Devices</u>	
National Entertainment Network, LLC	2014-7
National Entertainment Network, LLC	2014-8
National Entertainment Network, LLC	2014-9
National Entertainment Network, LLC	2014-10
<u>Motion Picture Theatre</u>	
AMC Theatres of New Jersey, Inc.	2014-1
<u>Raffles</u>	
Friends of Paramus Public Library	RL-3084
<u>Solicitors</u>	
Jack D. Fruchtman	2013-129
William Spear	2013-131
Collins Omwega	2013-132

Motion to Approve Consent Agenda Items 11 and 12:

Motion: Councilwoman Bellinger

Second: Councilman Verile

Yes: Councilman Amato, Councilwoman Bellinger, Councilman Garcia, Councilman Nazziola, Councilman Verile, Councilwoman Warburton.

13. MEETING OPEN TO PUBLIC ~

FIVE MINUTE LIMIT

Salvatore Moretti – [REDACTED]

Addressed letter to Mayor and Council regarding Reldom Farms, demolish 1 building and construct 3 residential building.

Paul Kaufman stated that the letter was forwarded to the Planning Board, Council not able to address an application or Planning Board decision.

14. ADJOURNMENT 9:26 P.M.:

Motion Councilman Amato

Second: Councilman Nazziola

Yeas: Councilman Amato, Councilwoman Bellinger, Councilman Garcia, Councilman Nazziola, Councilman Verile, Councilwoman Warburton

RESPECTFULLY SUBMITTED:

ANNEMARIE KRUSZNIS RMC
BOROUGH CLERK

SINE DIE MINUTES – DECEMBER 27, 2013

SINE DIE MINUTES

DATE: December 27, 2013

CAUCUS ROOM 8:00 AM

IN ATTENDANCE:

Mayor Richard LaBarbiera

Paul Kaufman, Borough Attorney

Annemarie Krusznis, Borough Clerk

Council Members:

Amato

Bellinger

Garcia

Nazziola

Verile

Warburton

1. Resolution No: 13-12- 804: Notification of meetings as required by "The Open Public Meetings Act."
Read by Mayor LaBarbiera

ROLL CALL:

Councilman Amato, Councilwoman Bellinger, Councilman Garcia, Councilman Nazziola, Councilman Verile, Councilwoman Warburton.

Present: Mayor Richard LaBarbiera, Joseph D'Arco Borough Administrator, Paul Kaufman Municipal Attorney, Annemarie Krusznis Borough Clerk.

2. RESOLUTION No. 13-12- 805: closing the Meeting of the Mayor and Council to the public.

- a. PBA - Contract
- b. PSEA – Contract
- c. Shamrock - Litigation
- d. DPW bid award –Brush Grass Leaves

Matters permitted by law

Motion: Councilman Amato

Second: Councilman Verile

Yeas: Councilman Amato, Councilwoman Bellinger, Councilman Garcia, Councilman Nazziola, Councilwoman Warburton

Nays: None

3. BOROUGH CLERK'S REPORT:

- Letter received from Go the Distance for Autism on December 19, 2013 requesting a waiver of banner fees. It was discussed and agreed to look further into this subject.
- Letter received from Mr. Stuart Leibman, Esq. on behalf of New Jersey Blood Services requesting permission to operate on Sundays. All in agreement.

4. ADMINISTRATOR'S REPORT – No report.

5. BOROUGH ATTORNEY'S REPORT: No report.

6. MAYOR'S REPORT – No report

7. COUNCIL MEMBERS REPORTS

Councilman Amato

Councilwoman Bellinger

Councilman Garcia

Councilman Nazziola

Councilman Verile
Councilman Warburton

8. MATTERS FOR DISCUSSION:

9. PUBLIC COMMENTS: Citizens are welcome to address the Mayor and Council on any government item of concern to them, whether or not it is scheduled on the agenda above. Comments will be made at the public portion of tonight's Public Meeting in the Council Chambers.

No public comments

A CONSENT AGENDA WILL BE ADOPTED FOR ITEM NUMBERS 10 and 11

10. RESOLUTIONS:

RESOLUTION 13-12-806: RESOLUTION AUTHORIZING PAYMENT OF BILLS

RESOLUTION 13-12-807: RESOLUTION AUTHORIZING THE TRANSFER OF 2013 BUDGET APPROPRIATIONS

RESOLUTION 13-12-808: RESOLUTION APPROVING MEMORANDUM OF AGREEMENT BETWEEN PARAMUS AND PARAMUS SUPERVISORY EMPLOYEES ASSOCIATION

RESOLUTION 13-12-809 : RESOLUTION APPROVING MEMORANDUM OF AGREEMENT BETWEEN PARAMUS AND PARAMUS PBA CONTINGENT UPON THE CFO CERTIFICATION OF CALCULATIONS

RESOLUTION 13-12-810: RESOLUTION MEMORIALIZING THE BOROUGH'S APPROVAL AND CONSENT TO AUTHORIZE THE MAYOR AND THE BOROUGH CLERK TO SIGN A TREATMENT WORKS APPROVAL PERMIT (TWA) FOR SANITARY SEWER IMPROVEMENTS FOR BERGEN COMMUNITY COLLEGE, BLOCK 3001 – LOT 1 AS RECOMMENDED BY THE BOROUGH ENGINEER (PAES-2329)

RESOLUTION 13-12-811: RESOLUTION AUTHORIZING THE RELEASE OF ENGINEERING ESCROW IN THE AMOUNT OF \$226.75 FOR BLOCK 3901 - LOT 6 TO GOLDEN FUELS AS RECOMMENDED BY THE BOROUGH ENGINEER (PAES-2202)

RESOLUTION 13-12-812: RESOLUTION AUTHORIZING THE REFUND OF A DEMOLITION BOND IN THE AMOUNT OF \$3,000.00 AS REQUIRED BY CHAPTER 211 TO JOSEPH ADAMO FOR THE PROPERTY LOCATED AT 164 VILLAGE CIRCLE WEST

RESOLUTION 13-12-813: RESOLUTION AUTHORIZING THE REFUND OF A DEMOLITION BOND IN THE AMOUNT OF \$3,000.00 AS REQUIRED BY CHAPTER 211 TO STANISLAWA SURDYKA FOR THE PROPERTY LOCATED AT 462 UTAH STREET

RESOLUTION 13-12-814: RESOLUTION APPROVING SETTLEMENT OF TAX APPEALS FILED BY ROUTE 4 JESSE,LLC

RESOLUTION 13-12-815 : RESOLUTION AUTHORIZING THE BOROUGH CLERK TO ADVERTISE BID FOR THE 2014 ANIMAL CONTROL BID AS RECOMMENDED BY THE HEALTH OFFICER/DIRECTOR OF THE PARAMUS BOARD OF HEALTH

RESOLUTION 13-12-816-: RESOLUTION ACCEPTING MATT ASKLING AS A JUNIOR MEMBER OF THE PARAMUS FIRE DEPARTMENT

RESOLUTION 13-12-817: RESOLUTION AUTHORIZING THE APPOINTMENT OF EMPLOYEES FOR THE PARAMUS RECREATION DEPARTMENT BASKETBALL PROGRAM

RESOLUTION 13-12-818: RESOLUTION AUTHORIZING STEP-UP OF ROBERT GUIDETTI AS CAPTAIN – CRIMINAL INVESTIGATIONS FOR THE PARAMUS POLICE DEPARTMENT

RESOLUTION 13-12-819: RESOLUTION APPROVING SETTLEMENT IN NORM BIZIK V. BOROUGH OF PARAMUS

APPLICATIONS:

Gold & Silver

Paul Ayaz	2014-12
Shirley Goldberg	2014-13
Marina Naranjo	2014-20
Joseph Fteha	2014-21

Mechanical Amusement Devices

Joseph Rossi Jr / Monster Mini Golf	2014-12 through 2014-40
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Solicitor

Brandon Schuller	2013-130
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Motion: Councilwoman Bellinger

Second: Councilman Amato

Yeas: Councilman Amato, Councilwoman Bellinger, Councilman Garcia, Councilman Nazziola, Councilman Verile, Councilwoman Warburton.

Nays: None

11. Open to Public Comment:

No Public Comments

12. ADJOURNMENT 8:47 AM

Motion: Councilwoman Bellinger

Second: Councilman Verile

Respectfully submitted

Annemarie Krusznis, RMC
Borough Clerk

TABLE OF AUTHORITIES

<u>N.J.S.A. 40:69A-36 ¶ 1, Faulkner Act</u>	1, 2, 3, 4,
<u>N.J.S.A. 40A:9-148</u>	3, 5,
<u>N.J.S.A. 40A:9-149</u>	2, 3
<u>N.J.S.A. 54:4-3.130 et seq.</u>	5
N.J. § 2A:14-5	4
<u>N.J.S.A. 2C:21-4a Falsifying Records</u>	4
<u>N.J.S.A. 2C:28-6 Tampering/fabricating evidence</u>	4
<u>N.J.S.A. 2C:28-7</u>	4
Square Corners Doctrine	7
<u>Resolution/Minutes</u>	
Paramus Res. No. 13-9-628 – Exhibit C	1, 3
WCL Sep. 25, 2013, M&C Minutes - Exhibit B	1, 2,
Woodcliff Lake Res. 13-194 - Exhibit D	3
Woodcliff Lake Res. 21-51- Exhibit G	2
Woodcliff Lake Res. 25-107	5
<u>N.J. Court Rules</u>	
Rule 1:11-2	6
RPC 1.7	1
Rule 1:2-4(a)	6
Rule 4:50-1(f)	4
Rule 8:6-8	6
<u>Court Opinion</u>	
BER-L-002219-14	2, 4,

**EXHIBITS
FRAUD UPON THE COURT**

EXHIBIT A	FALISFIED 9/19/2013, INTER LOCAL AGREEMENT
EXHIBIT B	WCL 9/25/2013, M&C MINUTES PARAMUS
EXHIBIT C	COUNCIL RES. 13-9-628
EXHIBIT D	WCL RES. 13-194
EXHIBIT E	ALLEDGED 12/_/2013 INTER LOCAL AGREEMENT
EXHIBIT F	OCTOBER 2, 2017, OPINION BER-L-002219-14
EXHIBIT G	2016 to 2021 RESPONSES TO INTER LOCAL
EXHIBIT H	WCL COUNCIL RES. 21-51 PAY BMW \$3,950,000
EXHIBIT I	\$3,950,000 IN PAYMENTS MADE TO BMW
EXHIBIT J	BOROUGH WEB PAGE TAMPERED WITH
EXHIBIT K	WCL Res. 25-107 APPOINTED KEN PORRO
EXHIBIT L	DEC. 2013 PARAMUS M&C MINUTES

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FRAUD UPON THE COURT**

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