

**BOROUGH OF WOODCLIFF LAKE  
COUNTY OF BERGEN**

**ORDINANCE NO. 25-12**

**AN ORDINANCE OF THE BOROUGH OF WOODCLIFF LAKE, IN THE COUNTY OF BERGEN, NEW JERSEY AUTHORIZING A FINANCIAL AGREEMENT BETWEEN THE BOROUGH OF WOODCLIFF LAKE AND RW WOODCLIFF LAKE URBAN RENEWAL, LLC**

**WHEREAS**, the Borough of Woodcliff Lakes (“Borough”), in the County of Bergen, New Jersey (the “**Borough**”), a public body corporate and politic of the State of New Jersey (the “**State**”) is authorized pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Redevelopment Law**”), to determine whether certain parcels of land within the Borough constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

**WHEREAS**, RW Woodcliff Lake Urban Renewal, LLC is a limited liability company established and operated under the laws of the State of New Jersey and is also an urban renewal entity duly qualified as such pursuant to N.J.S.A. 40A:20- 4 (hereinafter “**Redeveloper**”); and

**WHEREAS**, the Redeveloper is the contract purchaser of Block 602, Lot 1, as depicted on the official Tax Map of the Borough of Woodcliff Lake (hereinafter referred to as the “**Property**”); and

**WHEREAS**, the Property is located within the 300 Chestnut Ridge Road Redevelopment Area; and

**WHEREAS**, pursuant to the Redevelopment Law the Governing Body of the Borough adopted the “300 Chestnut Ridge Road Redevelopment Plan, Borough of Woodcliff Lake, Bergen County, New Jersey”, prepared by FAR Planning, 190 Veteran’s Drive, Northvale, New Jersey 07647 (hereinafter referred to as the “**Redevelopment Plan**”) for the 300 Chestnut Ridge Road Redevelopment Area on September 15, 2025, Ordinance No 25-11; and

**WHEREAS**, in accordance with the requirements of the Redevelopment Plan, the Redeveloper has proposed the development and construction of a multi-phased mixed use project, including two hundred and ninety-seven (297) rental apartment units including 34 affordable units (“**Apartment Phase**”); a minimum of nine thousand (9,000 sq. ft.) square feet of retail and/or restaurant food/drink establishment or other permitted use (“**Retail Phase**”); a 40 bed, supportive housing building (“**Supportive Housing Phase**”); forty-seven (47) townhomes made available to the public as “for sale units”(“**Townhome Phase**”), together with such outdoor areas, landscaping, venues, parking facilities (including land banked parking) and such common area amenities as are typically part of a project of this caliber (hereinafter the “**Project**”); and

**WHEREAS**, the Borough reviewed the Redeveloper’s proposed Project and has determined that it represents a beneficial use of the Redevelopment Area and that the development and construction of the improvements would ameliorate the deleterious conditions that were found to prevail upon the land and further provide a substantial benefit to the local community; and

**WHEREAS**, the Borough has determined that the Redeveloper is an experienced and highly regarded developer of projects throughout the State of New Jersey and has the necessary expertise, skill, ability and financial resources to carry out and guarantee completion of its proposed project; and

**WHEREAS**, on that basis by Resolution No. 25-263, the Borough designated RW Woodcliff Lake Urban Renewal, LLC to serve as Redeveloper for the Redevelopment Area (hereinafter referred to as the “Project Premises”); and

**WHEREAS**, pursuant to the Redevelopment Law, improvements to property located within an area in need of redevelopment may qualify for long term tax exemptions under the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the “LTTE Law”); and

**WHEREAS**, in order to enhance the economic viability of and opportunity for a successful project, the Redeveloper submitted to the Mayor an application (hereinafter the “Application”), which is on file with the Borough Clerk, seeking a tax exemption in connection with the Project pursuant to the LTTE Law in exchange for which the Redeveloper proposes to make payments to the Borough of Annual Service Charges in lieu of taxes; and

**WHEREAS**, said application contained detailed financial information regarding the anticipated costs and expenses to be incurred for the development and construction of the Project, the estimated revenues and operating expenses to be received from the Project once stabilized as well as all other documentation and information required by the LTTE Law; and

**WHEREAS**, the Application requested a thirty (30) year term for Apartment Phase and Retail Phase of the prescribed payment in lieu of taxes arrangement with the Redeveloper to pay in place of ad valorem taxes an Annual Service Charge as follows:

- 10% of Annual Gross Revenue for Years 1 through 10;
- 11% of Annual Gross Revenue for Years 11 through 17;
- 12% of Annual Gross Revenue for Years 18 through 23;
- 13% of Annual Gross Revenue for Years 24 through 25;
- 14% of Annual Gross Revenue for Years 26 through 27; and
- 15% of Annual Gross Revenue for Years 28 through 30.

**WHEREAS**, the Application requested a twenty (20) year term for the Townhome Phase portion of the Project for the prescribed payment in lieu of taxes arrangement with the Redeveloper to pay in place of ad valorem taxes an Annual Service Charge to be as follows:

- a. From the 1<sup>st</sup> day of the month following Substantial Completion of the Townhome Unit until the last day of the fifth (5<sup>th</sup>) year, the Annual Service Charge of the Townhome Unit shall be the greater of (a) the Minimum Annual Service Charge; or (b) an amount equal to 65% of the Ordinary Taxes;
- b. From the sixth (6<sup>th</sup>) year following Substantial Completion of the Townhome Unit until the tenth (10<sup>th</sup>) year, the Annual Service Charge of the Townhome Unit shall be the greater of (a) the Minimum Annual Service Charge; or (b) an amount equal to 70% of the Ordinary Taxes;
- c. From the eleventh (11<sup>th</sup>) year following Substantial Completion of the Townhome Unit until the fifteenth (15<sup>th</sup>) year, the Annual Service Charge of the Townhome Unit shall be the greater of (a) the Minimum Annual Service Charge; or (b) an amount equal to 75% of the Ordinary Taxes;
- d. From the sixteenth (16<sup>th</sup>) year following Substantial Completion of the Townhome Unit until the twentieth (20<sup>th</sup>) year, the Annual Service Charge of the Townhome Unit shall be the greater of (a) the Minimum Annual Service Charge; or (b) an amount equal to 80% of the Ordinary Taxes;

**WHEREAS**, The Supportive Housing Phase is intended to be exempt from taxation pursuant to the LTTE Law in the event it is conveyed to a non-profit tax-exempt entity, which is entitled to statutory exemption from real estate taxation pursuant to N.J.S.A. 54:4-3.6 and *Advance Housing, Inc. v. Teaneck*, 215 N.J. 549 (2013), however, the Supportive Housing Phase shall be subject to the same annual service charge as the Apartment Phase, to the extent applicable to a one hundred (100) percent affordable housing project; and

**WHEREAS**, the information and documentation provided to the Borough by Redeveloper has been thoroughly reviewed and analyzed by the Borough's professional consultants who have concluded that based on the information and documentation received that the Borough would substantially benefit from this long-term tax exemption arrangement; and

**WHEREAS**, the terms and conditions under which this payment in lieu of taxes arrangement will prevail are contained in a detailed financial agreement negotiated between the Redeveloper and the Borough a copy of which was an attached document to the above-referenced Application; and

**WHEREAS**, the Mayor submitted the Application to the Governing Body with a recommendation for approval; and

**WHEREAS**, upon review of the Application and the recommendations of the Mayor and Borough professionals, the Governing Body has made the following findings with respect to the Project pursuant to N.J.S.A. 40A:20-11:

1. The Project will be beneficial to the overall community. It is anticipated that development of the Project will create approximately two hundred (100) construction jobs and ten (10) permanent jobs.
2. The Project will also further the goals and objectives of the Redevelopment Plan; will help revitalize the Redevelopment Area; which will improve the quality of life for the community; and will enhance the economic development of the Borough.
3. The benefits to the Borough accruing as a result of the Project, including the revitalization of the Redevelopment Area, and the generation of municipal revenues, will substantially outweigh any incremental costs to the Borough resulting from the long-term tax exemption granted herein.
4. The Borough's approval of the long-term tax exemption set forth in the Financial Agreement is essential to the success of the Project because, without the exemption, the Redeveloper would not be able to finance, reclaim and construct the Project.
5. The tax exemption permits the development of underutilized property and provides a stream of revenue in the form of the Annual Service Charges. The relative stability and predictability of the Annual Service Charges will allow the Redeveloper and, by extension, the lessees, of the Project to stabilize their expenses, which will ensure the likelihood of the success of the Project and ensure that it will have a positive impact on the surrounding area.
6. The relative stability and predictability of the Annual Service Charge makes the Project more attractive to investors and lenders needed to finance the Project. The tax exemption permits the development of the Project in an area that cannot otherwise be developed by reducing the expenses associated with the operation of the Project.

**WHEREAS**, in accordance with the provisions of the LTTE Law, the Governing Body desires to approve the Application and the Financial Agreement.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of Woodcliff Lakes, County Of Bergen, New Jersey As Follows:

**Section 1.** The aforementioned Recitals are incorporated herein as though fully set forth at length.

**Section 2.** The Application submitted by RW Woodcliff Lake Urban Renewal, LLC is hereby approved in accordance with Section 8 of the LTTE Law.

**Section 3.** The Mayor is hereby authorized and directed to execute the Financial Agreement together with such additions, deletions and other modifications deemed necessary upon consultation with counsel to the Borough, and prepare, amend or execute any other agreements necessary to effectuate this ordinance, subject to modification or revisions, as deemed necessary and appropriate.

**Section 4.** The Borough Clerk is hereby authorized and directed, upon execution of the Financial Agreement by the Mayor, to attest to the signature of the Mayor and to affix the corporate seal of the Borough upon such document.

**Section 5.** The Borough Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the Borough in accordance with Section 12 of the Exemption Law.

**Section 6.** In accordance with Section 12 of the LTTE Law, within ten (10) days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the Borough Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the Chief Financial Officer of Bergen County and to the Bergen County Counsel for informational purposes.

**Section 7.** The Mayor and Borough Clerk are hereby authorized to take such action and to execute such other documents, on behalf of the Borough, in consultation with Borough Redevelopment Counsel, as is necessary to effectuate the terms of the Financial Agreement.

**Section 8.** The Project shall conform with all federal, state, and municipal law, ordinances and regulations relating to construction and use.

**Section 9.** The Redeveloper shall, in the operation of the Project, comply with all laws so that no person of race, religious principles, color, national origin or ancestry will be subject to discrimination.

**BE IT FURTHER ORDAINED,** that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any portion thereof, which shall remain in full force and effect; and

**BE IT FURTHER ORDAINED,** that this Ordinance shall take effect immediately upon final passage and publication in accordance with the law; and

**BE IT FURTHER ORDAINED,** that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.