

**TOWNSHIP OF MAHWAH
COMBINED WORK SESSION AND PUBLIC MEETING AGENDA
THURSDAY, FEBRUARY 19, 2026**

Honorable Anthony J. Gianni Jr. Chambers
Richard J. Martel Municipal Center
475 Corporate Drive, Mahwah, New Jersey

7:00 PM

COUNCIL PRESIDENT'S STATEMENT

SALUTE TO THE FLAG

MOMENT OF SILENCE

- Veterans and Those Serving in the Military

ROLL CALL: _____ Ariemma; _____ Donigian _____ Ervin; _____ Ferguson; _____ May;
_____ Paz; _____ Wong

2026 PROPOSED MUNICIPAL BUDGET

- B1. Recreation Department
- B2. Capital Budget
- B3. Land Use Department

WORK SESSION

SUBMISSION OF BILLS AND CLAIMS

ENGINEERING

- 1a. Approval; Adopting the Bergen County Hazard Mitigation Plan – 2026
- 1b. Verbal Status Report

LEGAL

- 2a. Resolution of the Township of Mahwah, County of Bergen, State of New Jersey, Accepting a Temporary Construction Easement from Geraldine Cortazzo in Connection with the Property Designated as Block 158 Lot 8 (145 Fardale Avenue) for the Culvert Replacement Project

ADMINISTRATION

- 3a. Resolution Authorizing a Grant Agreement between the Township of Mahwah and the Department of Environmental Protection (Wood Waste Recycling and Leaf Composting Permit Compliance)
- 3b. Authorization; Purchases of Various Radios, Communications Equipment and Related Maintenance Support Services; Motorola, Inc., Utilizing NJ State Contract #T0109
- 3c. Authorization; Purchases of Various Computer Hardware, Software and Licenses; Dell Marketing, LP, Utilizing NJ State Contract #T3121 and Contract #M0483.
- 3d. Authorization; Purchases of Various Computer Hardware, Software and Licenses; CDW LLC dba CDW Government, LLC; utilizing ESCNJ Contract #AEPA-26D
- 3e. Authorization; Purchases of Various Materials and Supplies for DPW; W.W. Grainger, Inc., Utilizing NJ State Contract #M0002 Contract 25-FLEET-96861

- 3f. Tax Appeal; 115 Franklin Turnpike; Block 70 Lot 44
- 3g. Resolution of the Council of the Township of Mahwah of Intent to Bond in the Event That There is a Shortfall in Funding to Effectuate Certain Affordable Housing Mechanisms in its Housing Element and Fair Share Plan
- 3h. Authorizing Refund of Certain Overpayments; Tax Collection Department; Block 109.02, Lot 1141
- 3i. Veteran's 100% Tax Exemption; Block 109, Lot 119
- 3j. Authorization; Sustainable Jersey Grant

PUBLIC PORTION

- Prior to speaking, each Speaker shall provide their Name and Address. However, if you are a Township resident who has been verified by the Office of Information Privacy as a covered person under Daniel's Law, do not provide your address.
- Mahwah Residents shall speak first
- In this Public Portion, Speakers may speak about any topic
- Speaker must direct questions or comments to the Council President
- There will be no back-and-forth dialogue between the Speaker and Representatives on the dais
- When the Speaker is finished with statement or questions, the Council will respond as appropriate
- Each Speaker shall be limited to 3 minutes, when 3 minutes expires, Council will move on to the next Speaker
- This Public Portion shall be a maximum of 30 minutes
- Speakers may only speak once during each Public Portion

PUBLIC MEETING

APPROVAL OF BILLS AND CLAIMS

APPROVAL OF MEETING MINUTES

Combined Work Session and Public Meeting Minutes of February 5, 2026

Closed Session Meeting Minutes of February 5, 2026

REPORTS OF TOWNSHIP COUNCIL and MUNICIPAL CLERK

TOWNSHIP COUNCIL; COMMENTS, COMMUNICATIONS AND REPORTS OF SUBCOMMITTEES

REPORTS OF MAYOR and BUSINESS ADMINISTRATOR

PUBLIC PORTION

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- Speakers may only speak once during each Public Portion

ORDINANCES – INTRODUCTIONS

- #2085** AN ORDINANCE OF THE TOWNSHIP OF MAHWAH, AMENDING AND SUPPLEMENTING CHAPTER 24, ENTITLED “ZONING”, SECTION 8.4 “DEVELOPMENT FEES” TO UPDATE THE TOWNSHIP’S DEVELOPMENT FEE ORDINANCE IN ACCORDANCE WITH THE DECEMBER 2025 N.J.A.C. 5:99 REGULATIONS AND THE AMENDED FAIR HOUSING ACT
- #2086** AN ORDINANCE OF THE TOWNSHIP OF MAHWAH, AMENDING AND SUPPLEMENTING CHAPTER 24, ENTITLED “ZONING”, SECTION 8.1 “(RESERVED)”, SECTION 8.2 “AFFORDABLE HOUSING REGULATIONS”, SECTION 8.3 “AFFORDABILITY CONTROLS”, AND SECTION 8.5 “TOWNSHIP SET-ASIDE” TO UPDATE THE TOWNSHIP’S AFFORDABLE HOUSING ORDINANCE IN ACCORDANCE WITH THE DECEMBER 2025 N.J.A.C. 5:99 REGULATIONS, DECEMBER 2025 UNIFORM HOUSING AFFORDABILITY CONTROLS, AND THE AMENDED FAIR HOUSING ACT
- #2087** AN ORDINANCE OF THE TOWNSHIP OF MAHWAH, AMENDING AND SUPPLEMENTING CHAPTER 24, ENTITLED “ZONING”, TO ESTABLISH A NEW MIXED-USE DEVELOPMENT 3 OVERLAY DISTRICT AND TO SET FORTH THE STANDARDS AND CRITERIA APPLICABLE THERETO
- #2088** AN ORDINANCE OF THE TOWNSHIP OF MAHWAH, COUNTY OF BERGEN, STATE OF NEW JERSEY, AUTHORIZING A THIRD AMENDMENT TO THE REDEVELOPMENT PLAN FOR BLOCK 82, LOTS 1 AND 3 THROUGH 30 TO PERMIT AN INCLUSIONARY RESIDENTIAL DEVELOPMENT OF NO MORE THAN 60 UNITS AS REQUIRED BY A SETTLEMENT AGREEMENT WITH FAIR SHARE HOUSING CENTER

ORDINANCES – PUBLIC HEARINGS

- #2082** ORDINANCE OF THE TOWNSHIP OF MAHWAH, COUNTY OF BERGEN, STATE OF NEW JERSEY, ACCEPTING A PERMANENT DEED OF EASEMENT FROM MARYANN DEMASE AND BASIL DEMASE IN CONNECTION WITH THE PROPERTY DESIGNATED AS BLOCK 162 LOT 233 (160 FARDALE AVENUE) FOR THE CULVERT REPLACEMENT PROJECT
- #2084** AN ORDINANCE OF THE TOWNSHIP OF MAHWAH, COUNTY OF BERGEN, STATE OF NEW JERSEY, AMENDING THE TOWNSHIP CODE TO AUTHORIZE THE PURCHASE AND TEMPORARY PLACEMENT OF HONORARY STREET SIGNS FOR RETIRING TOWNSHIP EMPLOYEES MEETING CERTAIN CRITERIA (CARRIED TO MARCH 12, 2026)

CONSENT AGENDA

There will be no separate discussions of Resolutions below. If discussion is desired by any Councilmember on any Resolution(s), that Resolution(s) will be removed from the Consent Agenda

- #108-26 Approval; Adopting the Bergen County Hazard Mitigation Plan – 2026
- #109-26 Resolution of the Township of Mahwah, County of Bergen, State of New Jersey, Accepting a Temporary Construction Easement from Geraldine Cortazzo in Connection with the Property Designated as Block 158 Lot 8 (145 Fardale Avenue) for the Culvert Replacement Project
- #110-26 Resolution Authorizing a Grant Agreement between the Township of Mahwah and the Department of Environmental Protection (Wood Waste Recycling and Leaf Composting Permit Compliance)
- #111-26 Authorization; Purchases of Various Radios, Communications Equipment and Related Maintenance Support Services; Motorola, Inc., Utilizing NJ State Contract #T0109
- #112-26 Authorization; Purchases of Various Computer Hardware, Software and Licenses; Dell Marketing, LP, Utilizing NJ State Contract #T3121 and Contract #M0483.
- #113-26 Authorization; Purchases of Various Computer Hardware, Software and Licenses; CDW LLC dba CDW Government, LLC; utilizing ESCNJ Contract #AEPA-26D
- #114-26 Authorization; Purchases of Various Materials and Supplies for DPW; W.W. Grainger, Inc., Utilizing NJ State Contract #M0002 Contract 25-FLEET-96861
- #115-26 Tax Appeal; 115 Franklin Turnpike; Block 70 Lot 44
- #116-26 Resolution of the Council of the Township of Mahwah of Intent to Bond in the Event That There is a Shortfall in Funding to Effectuate Certain Affordable Housing Mechanisms in its Housing Element and Fair Share Plan
- #117-26 Authorizing Refund of Certain Overpayments; Tax Collection Department; Block 109.02, Lot 1141
- #118-26 Veteran's 100% Tax Exemption; Block 109, Lot 119
- #119-26 Authorization; Sustainable Jersey Grant

OLD BUSINESS

1. Garbage Collection – In-House
2. Cell Phone Charging Stations
3. Electric Charging Stations
4. Inter-Township Transportation
5. NJ Train Station
6. Railroad Avenue
7. Business Improvement District
8. Vehicle Audit
9. Sidewalks on Airmont Avenue
10. Styrofoam Collection
11. Replace Stucco on Municipal Building
12. Retiree Street Names
13. Bergen County Fiber Shared Service

NEW BUSINESS

RESOLUTION

- #120-26 Closed Session Resolution

CLOSED SESSION

C1. Attorney-Client Privilege; Litigation; DPW

ADJOURNMENT

THIS AGENDA IS SUBJECT TO CHANGE

3h.

SCHEDULE A
February 13, 2026
OVERPAYMENT REFUNDS
TAX COLLECTION DEPARTMENT

The following tax customer is entitled to an overpayment refund:

1. Blk 109.02/ Lot 1141 for 1141 Hyde Park Ct --\$1,515.49 – duplicate payment

**CLAIM FOR PROPERTY TAX EXEMPTION ON DWELLING OF DISABLED
VETERAN OR SURVIVING SPOUSE/CIVIL UNION OR DOMESTIC
PARTNER OF DISABLED VETERAN OR SERVICEPERSON**

(N.J.S.A. 54:4-3.30 et seq. as amended by P.L. 2019, c. 413; N.J.A.C. 18:28-1.1 et seq.)

IMPORTANT: File this completed claim with your municipal tax assessor. (See General Guidelines)

1. CLAIMANT NAME

Matthew Dinnell

Name(s) of veteran claimant owner (& spouse, as tenants by entirety, or civil union or domestic partner) or of surviving spouse/civil union or domestic partner permanently residing in dwelling.

2. DWELLING LOCATION

1194 Richmond Road

Street Address of claimant owner's principal residence

Phone #

Email

Bergen

County

Mahwah

Municipality

109

Block

1194

Lot

Qualifier

**3. DISABLED VETERAN/SURVIVING SPOUSE/CIVIL UNION OR DOMESTIC PARTNER
OF DISABLED VETERAN OR SERVICEPERSON (Check A, B, or C)**

A. ☒ Honorably discharged 100% permanently and totally disabled veteran with active duty service in United States Armed Forces. ATTACH copy DD214.

B. ☐ Surviving spouse/civil union or domestic partner of honorably discharged 100% permanently and totally disabled veteran with active duty service in United States Armed Forces; and I have not remarried/formed a new registered civil union or domestic partnership. ATTACH copy DD214.

C. ☐ Surviving spouse/civil union or domestic partner of serviceperson who died on active duty in the United States Armed Forces; and I have not remarried/formed a new registered civil union or domestic partnership. ATTACH copy Military Notification of Death.

IMPORTANT CHANGE**November 3, 2020, an amendment to the State Constitution was approved by ballot vote. This amendment implemented Public Law 2019, chapter. 413 which provides that N.J. resident honorably discharged disabled veterans, or their surviving spouses no longer need to serve during a specific war period or other emergency to receive the property tax exemption. This Act amends P.L. 1948, c. 259, and supplements chapter 4 of Title 54 of the Revised Statutes.

4. DISABILITY (Complete A and check B or C)

- A. ☒ Date V.A. determined veteran 100% permanently and totally disabled 10/29/2024.
- B. ☒ Service-connected disability declared to be a total or 100% permanent disability, and not so evaluated solely because of hospitalization or surgery and recuperation, sustained through enemy action, or accident, or resulting from disease contracted while in such service.
- C. ☒ Service-connected disability rated unemployable with payment of 100% and stated to be totally and permanently disabling.

5. OWNERSHIP & OCCUPANCY (Complete A, B, or D as applicable and C)

- A. ☒ I (my spouse/civil union partner & I, as tenants by entirety), solely own or hold legal title to the above dwelling house.
- B. ☐ Partial owners: I (as joint tenant/tenant in common) own _____%.
Grantee (buyer) _____ name per deed. Deed Date _____.
- C. ☐ The dwelling house is One-Family and I occupy all of it as my principal residence. **OR** The dwelling house is Multi-Unit and I occupy _____% as my principal residence.
- D. ☐ The claimed property is a ☐ Co-operative ☐ or Mutual Housing Corporation in which I am a Tenant Shareholder:

Corporation Name of Co-operative or Mutual Housing Corporation

Co-Op/M.H. Corp. Street Address

Municipality

☐ Co-op

☐ MHC

Number of Shares for Unit

*Total Number of Shares for Co-Op/MHC

*The total number of shares for the corporation can be obtained from the Co-Op/MHC manager.

6. CITIZEN & RESIDENT (Complete A or B)

- A. ☒ As of 12/15/2025 (insert date - month/day/year), I, the above named veteran claimant was a legal or domiciliary resident of New Jersey.

- B. ☐ As of _____ (insert date - month/day/year), I, the above named surviving spouse/civil union or domestic partner claimant was a legal or domiciliary resident of New Jersey; and My deceased veteran or serviceperson spouse/civil union or domestic partner was a resident of New Jersey at death.

I certify the above declarations are true to the best of my knowledge and belief and understand they will be considered as if made under oath and subject to penalties for perjury if falsified.

[Signature]
Signature of claimant

12/17/2025
Date

USE ONLY - Block <u>108</u>	Lot <u>1194</u>	Qualifier <u>1</u>	Approved <u>[Signature]</u>	Disallowed
Assessor <u>[Signature]</u>	Date <u>2/13/25</u>			



DEPARTMENT OF VETERANS AFFAIRS

December 15, 2025

Matthew John Dinnell
20 Hopkins St
Hillsdale, NJ 07642

Dear Matthew Dinnell:

This letter is a summary of benefits you currently receive from the Department of Veterans Affairs (VA). We are providing this letter to disabled Veterans to use in applying for benefits such as state or local property or vehicle tax relief, civil service preference, to obtain housing entitlements, free or reduced state park annual memberships, or any other program or entitlement in which verification of VA benefits is required. Please safeguard this important document. This letter is considered an official record of your VA entitlement.

Our records contain the following information:

Personal Claim Information

Your VA claim number is: [REDACTED]

You are the Veteran.

Military Information

Your most recent, verified periods of service (up to three) include:

Branch of Service	Character of Service	Entered Active Duty	Released/Discharged
Army	Honorable	October 22, 2023	October 28, 2024

(There may be additional periods of service not listed above.)

VA Benefit Information

You have one or more service-connected disabilities:

Yes

Your combined service-connected evaluation is:

100%

You are considered to be totally and permanently disabled due solely to your service-connected disabilities:

Yes

The effective date of when you became totally and permanently disabled due to your service-connected disabilities:

October 29, 2024

You are in receipt of special monthly compensation due to the type and severity of your service-connected disabilities:

Yes

TOWNSHIP OF MAHWAH
Tax Account Detail Inquiry

Page No: 1

0.00

360.00

344.00

5,792.53

0.00

Tax Year: 2025 to 2026
Property Location: 1194 RICHMOND ROAD

Qtr 2	Qtr 3	Qtr 4	Total
1,470.60	1,611.68	1,509.07	6,061.95
1,470.60	1,611.68	1,509.07	6,061.95
0.00	0.00	0.00	0.00

6,061.95

360.00

16.00

269.42

0.00

5,792.53

269.42

Check No	Mthd	Reference	Batch Id	Principal	Interest	2025 Prin Balance
				6,061.95		6,061.95
3892377337	CK	47187	4 WIPP0220	1,470.60	6.21	4,591.35
3897041631	CK	47673	7 WIPP0424	1,470.60	0.00	3,120.75
1395	CK	48479	20 TAX	1,611.68	0.00	1,509.07
3908542781	CK	49341	8 WIPP1027	1,509.07	0.00	0.00

002

6,061.95

0.00

Qtr 2	Qtr 3	Qtr 4	Total
1,515.49	0.00	0.00	3,030.98
0.00	0.00	0.00	1,515.49
1,515.49	0.00	0.00	1,515.49

Date	Qtr	Type	Description	Check No	Mthd	Reference	Batch Id	Principal	Interest	2026 Prin Balance
			Original Billed					3,030.98		3,030.98
12/22/25	1	Payment	446/carnegie title	108839	CK	49761	7 TAX	1,515.49	0.00	1,515.49

Total Principal Balance for Tax Years in Range: 1,515.49

$$285,000 \times .02127 = 6,061.95$$

$$6,061.95 / 360 \times 344 = 5,792.53 \text{ (Town's)}$$

$$6,061.95 / 360 \times 16 = 269.42 \text{ (Refund)}$$

3j.



[Homepage](#) [Mahwah Twp 2,000](#) Municipal Grant Proposal

Municipal Grant Proposal

Please complete all required fields marked with a red *

You can save as a draft and return later to complete by clicking **"Save Draft"** at the bottom of the page.

When you are ready to submit this step, please click the **blue "Mark as Complete"** button at the bottom of the page.

You may encounter a **pop-up window** when you click on links within the application form--please note that all links within the application are for pages and files from the Sustainable Jersey for Schools website which are safe and secure.

Application Year:

View Only Field - Automatically Populated

2026

I. Requested Funding Amount

Before moving forward with the application, you must first select the grant amount that you are applying for. This will populate the form with questions specific to that grant.

Which grant are you applying for?

\$2,000

II. Sustainable Jersey Grant History

How it Affects Eligibility

Municipalities are able to have two grants open at one time--one "large" grant of \$5,000 or more and one "small" grant of \$2,000. If a municipality currently has an open large

grant, then it is unable to apply for another large grant until their previously-awarded grant is closed. However, the municipality can apply for a new small grant and vice-versa.

Outstanding Grants

However, if the previously-awarded grant is considered outstanding, then the municipality is unable to apply for any additional grants until that grant is closed. A previous grant is considered outstanding if it is open past the original deadline for closing out the grant. Typically, they are grants that are two program years old. So, for this cycle, any grants from 2024 and earlier are considered outstanding. This is still the case even if the grant was given an extension--it must be closed out before the municipality is eligible to apply for any new grants.

What to Do to Become Eligible

If your municipality currently has an open or outstanding grant affecting its eligibility, it can be closed out as long as the project is finished (with all of the grant funding spent) by submitting a final report. More information on the grant's reporting requirements can be found [here](#) and links to all of the final reports forms are available [here](#). Sustainable Jersey staff must approve the final report in writing in order for the grant to be closed out.

Sustainable Jersey staff will notify the primary application contact of municipalities with open and outstanding grants affecting their eligibility during the application's eligibility pre-screening process. There is a good chance open or outstanding grants can be closed out in time for a grant application to be considered as long as the project will be completed, and a final report submitted, by mid-March.

Does your municipality have any open Sustainable Jersey grants?

No

You are eligible to apply for a large (\$10,000 or \$20,000) and/or small (\$2,000) grant in the 2024 Sustainable Jersey Grants Program cycle funded by the PSEG Foundation.

If you need more information on your municipality's open Sustainable Jersey grants, contact Kaitlyn Vollmer at grants@sustainablejersey.com or at 609-771-3189. She can tell you how your grant affects your eligibility and what options you have to close it out.

III. Applicant Information

Search for your municipality name via the search bar and this information will auto-fill. Please note that municipalities with the same name may have to try clicking on more than one name before finding the one assigned to the correct county.

Search Municipality Name

Will auto-populate municipality name and county

Mahwah Twp

Applicant Name

County

Municipality Employer Identification Number (EIN)

Please do not includes any dashes (-).

[REDACTED]

IV. Application Contacts

a. Mayor

Mayor Name

James Wysocki

Mayor Phone

Please do not includes any dashes (-).

2015295757

Extension Number (if applicable)

267

Mayor Email

jwysocki@mahwahtwp.org

b. Fiscal Contact

NOTE: *The fiscal contact must be a person (typically the Business Administrator) authorized to manage official municipal funds*

Fiscal Contact Name

Ben Kezmarsky

Fiscal Contact Title

Business Administrator
Fiscal Contact Phone

Please do not includes any dashes (-).

2015295757
Extension Number (if applicable)

265
Fiscal Contact Email

bkezmarsky@mahwahtwp.org
Fiscal Contact Mailing Address

Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

c. Media Contact

NOTE: *While not required, we encourage you to choose someone to be responsible for the promotion of your project with the community and news outlets*

Media Contact Name

Rich Wolf
Media Contact Title

Mahwah Environmental Commissioner
Media Contact Phone

Please do not includes any dashes (-).

██████████
Extension Number (if applicable)

Media Contact Email

████████████████████

V. Grant Proposal

Please make sure to carefully review the Evaluation Criteria in the Application Information Packet that the Selection Committee will use when evaluating your proposal.

a. Project Title and Brief Description (100 word limit)

Provide a name for the proposed project and a short description. The description should focus on a specific effort that the grant will be used to support. This description will be used in program reports and communications materials.

IMPORTANT NOTE REGARDING ENERGY-RELATED PROJECTS: View the Energy-Related Projects section of the Application Information Packet to find resources and guidance for these types of projects.

Project Title

Mahwah Community Tree Restoration Program

Project Description

Mahwah Township seeks \$2,000 from the Small Grant Program to purchase tree seedlings for distribution to Mahwah residents. The program helps replace trees lost to recent storms, flooding, and invasive species, and will support Mahwah's commitment to environmental stewardship and preservation of its tree canopy.

Mahwah is "Bergen County's Parkland," reflecting its extensive natural resources and forested character. Past Year's New Jersey tree giveaway programs have been dismantled, leaving a gap in local reforestation efforts. This project will address that gap by empowering residents to replant trees, strengthening community resilience, improving stormwater management, and maintaining the township's green infrastructure.

b. Action Plan & Timeline

Create an outline of the specific steps your team will take to complete the proposed project. These steps include project planning, implementation, community engagement, promotional activities and evaluation. Identify the target completion date for each step to ensure the project can be accomplished by the end of the grant performance period. Ribbon cutting ceremonies or milestone events should be identified. An action plan template is available for download as a word document here and as a Google Doc here. If using the Google Doc version, please note that it is *View Only* and that you will need to make sure to copy the form by clicking *File* and then *Make a copy* in order to be able to edit (fill out) the form.

Adjustments can be made to the timeline after the grant is awarded. *Applicants may not submit for reimbursement for a project underway or already completed. Efforts funded by the grant should not start until after the grant announcement event in late May. Planning steps can occur beforehand.*

Promotion of the grant should include both the Sustainable Jersey and PSEG Foundation logos. Examples of promotion materials recognizing the funders can be found here.

Action Plan & Timeline

c. Budget Narrative and Detailed Project Budget

The purpose of the Budget Narrative is to explain what the grant funds will be used for. The Detailed Project Budget is an itemized list of all project expenses by category.

A sample budget template is available as a downloadable excel sheet [here](#) and as a Google Sheet [here](#). If using the Google Sheet version, please note that it is *View Only* and that you will need to make sure to copy the sheet by clicking *File* and then *Make a copy* in order to be able to edit (fill out) the sheet.

You do not need to use the template, but we would prefer that you create your budget in an excel worksheet (but will still accept other file formats).

Sustainable Jersey recommends reviewing the budget section of the Application Information Packet before completing this section of the application.

Budget Narrative

The budget for this project is primarily the cost (including shipping) of the 600 tree seedlings to be distributed to community residents. Tree will be purchased from reputable regional nurseries or conservation suppliers and will be suitable for residential planting as they will be chosen based on the following criteria:

- Native or climate-resilient species
- Compatibility with Mahwah's soil and climate
- Low maintenance requirements

We will utilize the Township's Bid Process to obtain at least two quotes to ensure reasonable pricing for the seedlings.

There will be a small amount spent on informational posters presented at the event describing Planting & Care instructions and a digital QR Code will be created for for online access to this information

The Project success will be evaluated using:

- Number of seedlings distributed
- Number of participating households
- Estimated number of trees planted
- Post-event resident feedback (optional survey)

The township will track participation and report results to Sustainable Jersey and the PSE&G Foundation.

No matching funds are requested. All grant funds will be used directly for seedling purchases.

Detailed Budget

Mahwah Community Tree Restoration 2026 Budget.xlsx

VI. Optional Information

Letters of commitment or support from project partners: This includes the school/district green team, business, community organizations, local non-profits, external partners or others. Letters that clearly describe the partner's role in the project are encouraged. The additional file upload option can also be used to provide more detailed project information, such as surveys or other data supporting the need for the project.

File Upload

Mahwah Community Tree Restoration Program 2026 Addl Info.docx

Mahwah Community Tree Restoration Program

Project Objectives

Goal:

Restore and preserve Mahwah's tree canopy by assisting residents in a community-wide replanting effort.

Objectives:

1. Purchase approximately 600 native tree seedlings using grant funds.
2. Distribute seedlings to Mahwah residents (maximum of three per household).
3. Increase awareness of the importance of tree canopy preservation.
4. Encourage long-term stewardship of planted trees through educational materials.

Project Description

Mahwah Township will purchase approximately 600 native tree seedlings from a reputable nursery or conservation supplier. Trees will be suitable for residential planting and selected for:

- Native or climate-resilient species
- Compatibility with Mahwah's soil and climate
- Low maintenance requirements

Distribution will occur at the Township Hall during our Spring Renewal celebration at the end of April. Residents will be required to:

- Provide Mahwah address as proof of residency
- Limit participation to three trees per household
- Acknowledge responsibility for planting and maintenance

Educational materials will be provided with each tree, including:

- Planting & Proper watering and care instructions
- Information on the environmental benefits of trees

Publicity will be conducted through:

- Township website, digital billboard notifications and Town TV announcements
- Social media
- Environmental Commission outreach

Timeline

Task	Timeframe
Grant award and supplier selection	Spring 2026
Purchase of seedlings	March 2026
Public outreach and registration	March - April 2026
Tree distribution event	Spring 2026

Mahwah Community Tree Restoration Program

Additional Information

Sustainability

This project establishes a repeatable, low-cost model for annual or biannual tree distribution. By engaging residents directly in planting and care, the township fosters long-term stewardship of the urban forest. The program can be continued in future years using:

- Additional grant funding
- Volunteer support
- Partnerships with local environmental organizations
- Township environmental initiatives

The project will assist Mahwah in attaining its certification as a Sustainable Jersey Community.

The project also complements Mahwah's existing sustainability efforts and reinforces its identity as "Bergen County's Parkland."

Community Impact

The Community Tree Restoration Program will:

- Improve flood resilience through increased infiltration
- Reduce heat island effects
- Enhance neighborhood aesthetics
- Support local wildlife
- Build civic pride and environmental awareness

The project ensures that canopy restoration extends beyond public lands to private properties, where a large portion of Mahwah's trees are located.

Conclusion

Funding from the PSE&G Foundation will allow Mahwah Township to restore its tree canopy in a practical, visible, and community-driven way. By replacing trees lost to storms and invasive species, the program protects Mahwah's natural character, strengthens climate resilience, and empowers residents to take part in environmental stewardship.

**TOWNSHIP OF MAHWAH
ORDINANCE NO. 2085**

**AN ORDINANCE OF THE TOWNSHIP OF MAHWAH, AMENDING AND
SUPPLEMENTING CHAPTER 24, ENTITLED “ZONING”, SECTION 8.4
“DEVELOPMENT FEES” TO UPDATE THE TOWNSHIP’S
DEVELOPMENT FEE ORDINANCE IN ACCORDANCE WITH THE
DECEMBER 2025 N.J.A.C. 5:99 REGULATIONS AND THE AMENDED
FAIR HOUSING ACT**

WHEREAS, the Township of Mahwah filed a Declaratory Judgment Action on January 30, 2025 seeking a certification of compliance with the Fair Housing Act; and

WHEREAS, the Mahwah Planning Board adopted the 2025 Housing Element & Fair Share Plan for the Fourth Round on June 23, 2025, which was duly endorsed by the Township Council, and timely filed with the Affordable Housing Dispute Resolution Program; and

WHEREAS, the Mahwah Planning Board is holding a public hearing on the Amended 2025 Housing Element & Fair Share Plan for the Fourth Round on February 23, 2026; and

WHEREAS, the Township has entered into a Mediation Agreement with Fair Share Housing Center that requires all of the implementing documents, including a Development Fee Ordinance, to be adopted by March 15, 2026; and

WHEREAS, new N.J.A.C. 5:99 regulations were adopted in December of 2025; and

WHEREAS, the Township seeks to update its existing Development Fee Ordinance to reflect the new regulations.

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, as follows:

SECTION 1. Chapter 24 “Zoning”, Section 8.4 “Development Fees” is hereby deleted in its entirety and replaced as followed:

§24-8.4 Development Fees.

a. Purpose.

1. This section establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with the amended Fair Housing Act (P.L.2024, c.2), N.J.A.C. 5:99, and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). 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 Court-approved Spending Plan.

b. Basic Requirements.

1. The municipality previously adopted a development fee ordinance, which established the Municipal Affordable Housing Trust Fund.
2. The municipality shall not spend development fees until the court has approved a plan for spending such fees.
3. Nothing herein shall be construed to create municipal liability for good-faith estimates of equalized assessed value.

c. Definitions. The following terms, as used in this Section, shall have the following meanings:

AFFORDABLE HOUSING DEVELOPMENT

A development included in a municipality'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.

AFFORDABLE HOUSING MONITORING SYSTEM OR AHMS

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

The non-lapsing, revolving trust fund established in the Department 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.

COAH OR THE COUNCIL

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).

DEPARTMENT

The New Jersey Department of Community Affairs.

DEVELOPER

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 FEE

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.

EQUALIZED ASSESSED VALUE OR EAV

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.

d. Residential Development Fees.

1. Imposed fees

- (a) Residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for 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.
- (b) When an increase in residential density is permitted pursuant to a "d" variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a "bonus" development fee of 6.0% 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 the 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.

Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage of 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

2. Eligible exactions, ineligible exactions and exemptions for residential development

- (a) Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made an eligible payment in lieu of on-site construction of affordable units, if permitted by ordinance, or by agreement with the municipality and if approved by a municipality prior to March 20, 2024, when the payment-in-lieu section was removed from the Fair Housing Act.
- (b) Developments that have received preliminary or final site plan approval prior to the adoption of this ordinance 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. Where a site plan approval does not apply, the issuance of 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.

- (c) Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, except that expansion of an existing residential structure which increases the living space by less than twenty (20%) percent and/or the volume of the existing structure by less than twenty (20%) percent shall be exempt from paying a development fee. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
- (d) No development fee shall be collected for the demolition and replacement of a residential building resulting from a fire or natural disaster.

e. Non-Residential Development Fees.

1. Imposition of fees

- (a) Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
- (b) Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, 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 non-residential purposes.
- (c) 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 pre-existing land and improvements and the equalized assessed value of the newly improved structure; i.e., land and improvements; and such calculation shall be made at the time a final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

2. Eligible exactions, ineligible exactions and exemptions for non-residential development

- (a) The non-residential portion of a mixed-use inclusionary or market-rate development shall be subject to a 2.5% development fee, unless otherwise exempted below.
- (b) The 2.5% fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.

3. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development

Certification/Exemption." Any exemption claimed by a developer shall be substantiated by that developer.

4. 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 of the non-residential development, whichever is later.
5. If a property that was exempted from the collection of a non-residential 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 non-residential development fees under these circumstances may be enforceable by the municipality as a lien against the real property of the owner.

f. Collection Procedures.

1. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.
2. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Non-Residential Development Certification/Exemption," to be completed by the developer as per the instructions provided in the Form N-RDF. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided on 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. The construction official responsible for the issuance of a building permit shall notify the tax assessor of the issuance of the first construction permit for a development that is subject to a development fee.
4. Within 90 days of receipt of that notice, the tax assessor shall provide an estimate, based on the plans filed, of the equalized assessed value of the development.
5. The construction official responsible for the issuance of a final certificate of occupancy shall notify the tax assessor of any and all requests for the scheduling of a final inspection on property that is subject to a development fee.
6. Within 10 business days of a request for the scheduling of a final inspection, the tax assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
7. Should the municipality 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 Subsection b. of section 37 of P.L.2008, c.46 (N.J.S.A. 40:55D-8.6).

8. Fifty percent (50%) of the development fee shall be collected at the time of issuance of the construction permit. The remaining portion shall be collected at the time of issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the construction permit and that determined at the time of issuance of certificate of occupancy.

g. Appeal Of Development Fees.

1. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by that board, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the board may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
2. A developer may challenge non-residential 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 escrow account by the municipality. Appeals from a determination of the director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

h. Affordable Housing Trust Fund.

1. A separate, interest-bearing Municipal Affordable Housing Trust Fund shall be maintained by the chief financial officer of the municipality for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
2. The following additional funds shall be deposited in the Municipal Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
 - (a) Payments in lieu of on-site construction of an affordable unit, where previously permitted by ordinance or by agreement with the municipality and if approved by a municipality prior to March 20, 2024, when the payments-in-lieu section was removed from the Fair Housing Act.
 - (b) Funds contributed by developers to make 10% of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;
 - (c) Rental income from municipally operated units;
 - (d) Repayments from affordable housing program loans;
 - (e) Recapture funds;
 - (f) Proceeds from the sale of affordable units; and
 - (g) Any other funds collected in connection with the municipal affordable housing program including but not limited to interest earned on fund deposits.

3. 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.
 4. Occurrence of any of the deficiencies outlined in N.J.A.C. 5:99 may result in the Department requiring the forfeiture of all or a portion of the funds in the municipal Affordable Housing Trust Fund.
 5. All interest accrued in the housing trust fund shall only be used on eligible affordable housing purposes approved by the Court.
- i. Use of Funds.
1. 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.
 2. Funds shall not be expended to reimburse the municipality or activities that occurred prior to the authorization of a municipality to collect development fees.
 3. 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.
 - (a) 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, infrastructure assistance, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.
 - (b) Affordability assistance for very low-income households may include producing very low-income units or 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.

4. No more than 20% of all affordable housing trust funds, exclusive of those collected to fund an RCA prior to July 17, 2008, shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare and implement a Housing Element and Fair Share Plan, administer an Affirmative Marketing Program and for compliance with the Superior Court and the Program including the costs to the municipality of resolving a challenge.
- j. Monitoring.
1. 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 (if permitted by ordinance or by agreement with the municipality prior to March 20, 2024 when the payment-in-lieu section was removed from the Fair Housing Act), 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.
- k. Ongoing Collection of Fees.
1. The ability to impose, collect and expend development fees shall continue so long as the municipality retains authorization from the Court in the form of Compliance Certification or the good faith effort to obtain it.
 2. If the municipality fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance or Compliance Certification, 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 (C. 52:27D-320).
1. 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.

SECTION 2. If any section, paragraph, sub-section, clause or provision of this ordinance shall be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any part thereof.

SECTION 3. All ordinances or parts of ordinances of the Township heretofore adopted that are inconsistent with any of the terms and provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 4. This Ordinance shall take effect twenty (20) days after final passage, adoption and publication according to law.

Introduced:

Adopted:

Effective date:

TOWNSHIP OF MAHWAH

Robert M. Ferguson, III
Council President

ATTEST:

Carolyn George, RMC
Municipal Clerk

I, Carolyn George, Municipal Clerk of the Township of Mahwah, hereby certify that the within Ordinance was passed and adopted at a meeting of the Township Council held on the 19th day of February, 2026.

Carolyn George, RMC
Municipal Clerk

**TOWNSHIP OF MAHWAH
ORDINANCE NO. 2086**

AN ORDINANCE OF THE TOWNSHIP OF MAHWAH, AMENDING AND SUPPLEMENTING CHAPTER 24, ENTITLED "ZONING", SECTION 8.1 "(RESERVED)", SECTION 8.2 "AFFORDABLE HOUSING REGULATIONS", SECTION 8.3 "AFFORDABILITY CONTROLS", AND SECTION 8.5 "TOWNSHIP SET-ASIDE" TO UPDATE THE TOWNSHIP'S AFFORDABLE HOUSING ORDINANCE IN ACCORDANCE WITH THE DECEMBER 2025 N.J.A.C. 5:99 REGULATIONS, DECEMBER 2025 UNIFORM HOUSING AFFORDABILITY CONTROLS, AND THE AMENDED FAIR HOUSING ACT

WHEREAS, the Township of Mahwah filed a Declaratory Judgment Action on January 30, 2025 seeking a certification of compliance with the Fair Housing Act; and

WHEREAS, the Mahwah Planning Board adopted the 2025 Housing Element & Fair Share Plan for the Fourth Round on June 23, 2025, which was duly endorsed by the Township Council, and timely filed with the Affordable Housing Dispute Resolution Program; and

WHEREAS, the Mahwah Planning Board is holding a public hearing on the Amended 2025 Housing Element & Fair Share Plan for the Fourth Round on February 23, 2026; and

WHEREAS, the Township has entered into a Mediation Agreement with Fair Share Housing Center that requires all of the implementing documents, including an Affordable Housing Ordinance, to be adopted by March 15, 2026; and

WHEREAS, new N.J.A.C. 5:99 regulations and Uniform Housing Affordability Control rules were adopted in December of 2025; and

WHEREAS, the Department of Community Affairs ("DCA") is preparing a template affordable housing ordinance for municipalities; however, said template has not yet been released; and

WHEREAS, in order to comply with the March 15, 2026 deadline, the Township is adopting this interim ordinance until the DCA issues a template ordinance, and will introduce an amended affordable housing ordinance after the state template is released; and

WHEREAS, the Township seeks to delete and replace its existing Affordable Housing Ordinance to reflect the new regulations.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, as follows:

SECTION 1. Chapter 24 "Zoning", Section 8.1 "(RESERVED)" is hereby deleted in its entirety and replaced as followed:

§24-8.1 **Affordable Housing Regulations.**

a. Purpose and applicability.

1. This Section of the Code sets forth regulations regarding the very low-, low- and moderate-income housing units in the Township of Mahwah 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").
2. This Section 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 Section 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 the Uniform Housing Affordability Controls.
3. The Mahwah Land Use Planning 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 municipality 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.
4. This Section 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.
5. Applicability.

(a) Nothing hereinto shall be interpreted to deprive the Township of any rights,

including the right to seek approval of any waivers permitted under UHAC or other relevant sources of law.

- (b) The provisions of this Section shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created pursuant to the municipality's most recently adopted HEFSP.
- (c) This Section 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.
- (d) Projects receiving federal Low Income Housing Tax Credit financing and are proposed for credit shall comply with the low/moderate split and bedroom distribution requirements, maximum initial rents and sales prices requirements, 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.

6. Highlands Affordable Housing Ordinance.

- (a) See §32-4.15 entitled "Affordable Housing" for the Highlands Affordable Housing requirements.

b. Monitoring and reporting requirements.

- 1. The municipality 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:
 - (a) The municipality shall provide electronic monitoring data to the New Jersey Department of Community Affairs pursuant to P.L 2024, Chapter 2 and N.J.A.C. 5:99 through the Affordable Housing Monitoring System (AHMS).
 - (b) On or before February 15 of each year, the municipality shall provide annual reporting of its municipal Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs 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.
 - (c) On or before February 15 of each year, the annual reporting of the status of all affordable housing activity shall be provided to the New Jersey Department of Community Affairs on the AHMS portal, for the previous year from January 1st to December 31st.

c. Fractional units.

1. Fractional units. Inclusionary developments that result in an affordable housing obligation that is fractional shall round up and provide the additional affordable unit.

d. Affordable housing programs.

1. 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."
2. All affordable housing units created within the Township of Mahwah shall comply with the version of N.J.A.C. 5:80-26.1 et seq. in effect at the time of application or zoning approval.

e. Municipal Housing Liaison.

1. The Township of Mahwah shall appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for administering the affordable housing program, including affordability controls, the Affirmative Marketing Plan, monitoring and reporting, and, where applicable, supervising any contracted Administrative Agent. The Municipal Housing Liaison shall be appointed by the governing body and may be a full or part time municipal employee.
2. The Municipal Housing Liaison's responsibilities can be found in N.J.A.C. 5:99.

f. Administrative Agent.

1. 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.
2. The fees for administrative agents shall be paid as follows:
 - (a) Administrative agent fees related to rental units shall be paid by the developer/owner.
 - (b) Administrative agent fees related to initial sale of units shall be paid by the developer.
 - (c) Administrative agent fees related to resales shall be paid by the seller of the affordable home.
 - (d) Administrative agent fees related to ongoing administration and enforcement shall

be paid by the municipality.

3. The Administrative Agent's responsibilities can be found in N.J.A.C. 5:99.

g. Enforcement of affordable housing regulations.

1. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recuperation of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
2. After providing written notice of a violation to an owner, developer or tenant of a low- or moderate-income unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action(s) against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 - (a) The municipality 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 adjudged 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:
 - (1) A fine of not more than \$500 per day or imprisonment for a period not to exceed 90 days, or both, 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. In the case of an owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township of Mahwah Affordable Housing Trust Fund of the gross amount of rent illegally collected.
 - (2) In the case of an owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.
 - (b) The Township may file a court action in the Superior Court seeking a judgment that would result in the termination of the owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such 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) The judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income 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 municipality, including attorney's fees. The violating owner shall have his right to possession terminated as well as his 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- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality 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 municipality 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 municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality 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 municipality 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 municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.
- (3) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same 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 municipality may acquire title to the low- and moderate-income 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 low- and moderate-income 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 which would have been realized from an actual sale as previously described.

- (5) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser which may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.
 - (6) The 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.
3. A fine pursuant to 2.(a)(1) above shall not be issued unless the municipal housing liaison first provides the owner with written notice no less than two months prior to the date the fine is levied. A fine shall only be issued if the offense has not been cured within that two-month timeframe.

h. Appeals.

1. Appeals from all decisions of an administrative agent appointed pursuant to this Section must be filed, in writing, with the municipal housing liaison. A decision by the municipal housing liaison may be appealed to the Division of Local Planning Services within the Department of Community Affairs. A written decision of the Division Director upholding, modifying, or reversing an administrative agent's decision is a final administrative action.

SECTION 2. Chapter 24 "Zoning", Section 8.2 "Affordable Housing Regulations." is hereby deleted in its entirety and replaced as followed:

§24-8.2 **(RESERVED)**

SECTION 3. Chapter 24 "Zoning", Section 8.3 "Affordability Controls." is hereby deleted in its entirety and replaced as followed:

§24-8.3 **(RESERVED)**

SECTION 4. Chapter 24 "Zoning", Section 8.5 "Township Set-Aside." is hereby deleted in its entirety and replaced as followed:

§24-8.5 **(RESERVED)**

SECTION 5. If any section, paragraph, sub-section, clause or provision of this ordinance shall be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any part thereof.

SECTION 6. All ordinances or parts of ordinances of the Township heretofore adopted that are inconsistent with any of the terms and provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 7. This Ordinance shall take effect twenty (20) days after final passage, adoption and publication according to law.

Introduced:

Adopted:

Effective date:

TOWNSHIP OF MAHWAH

Robert M. Ferguson, III
Council President

ATTEST:

Carolyn George, RMC
Municipal Clerk

I, Carolyn George, Municipal Clerk of the Township of Mahwah, hereby certify that the within Ordinance was passed and adopted at a meeting of the Township Council held on the [REDACTED] day of [REDACTED], 2026.

Carolyn George
Municipal Clerk

**TOWNSHIP OF MAHWAH
ORDINANCE NO. 2087**

**AN ORDINANCE OF THE TOWNSHIP OF MAHWAH, AMENDING AND
SUPPLEMENTING CHAPTER 24, ENTITLED "ZONING", TO
ESTABLISH A NEW MIXED-USE DEVELOPMENT 3 OVERLAY
DISTRICT AND TO SET FORTH THE STANDARDS AND CRITERIA
APPLICABLE THERETO**

WHEREAS, the Township of Mahwah has a constitutional obligation to create a realistic opportunity for the construction of its fair share of the region's need for affordable housing; and

WHEREAS, on March 20, 2024, Governor Philip D. Murphy signed P.L.2024, c.2 into law an Amendment to the Fair Housing Act (N.J.S.A. 52:27D-301, et seq.)(hereinafter "Amended FHA"); and

WHEREAS, the Mahwah Planning Board adopted the 2025 Housing Element & Fair Share Plan on June 9, 2025, which was duly endorsed by the Township Council on June 23, 2025; and

WHEREAS, the 2025 Housing Element & Fair Share Plan recommends creating a mixed-use inclusionary overlay zone over properties along the Franklin Turnpike corridor, including Block 71, Lots 6 through 22; and

WHEREAS, the Township Council has authorized the execution of a Mediation Agreement with Fair Share Housing Center in connection with the Township's Fourth Round affordable housing obligations; and

WHEREAS, said Mediation Agreement requires the Township to adopt a mixed-use inclusionary overlay zone over properties along the Franklin Turnpike corridor, including Block 69, Lots 1 through 5, Block 70, Lots 1 through 7, 8.01, 10 through 14, 25 through 36, 39, 41, 41.01, and 43, Block 70.02, Lots 106 through 111, 120, and 121, and Block 72, Lots 1 and 17 through 26; and

WHEREAS, the Township Council seeks to effectuate the recommendations of the 2025 Housing Element & Fair Share Plan and implement the zoning required by the Mediation Agreement by amending the zoning ordinance to create a realistic opportunity for the creation of affordable housing.

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, as follows:

SECTION 1. Chapter 24, "Zoning", §24-2.1, "Districts Designated", is hereby amended and supplemented with the following new underlined text inserted alphabetically:

MUD-3 Mixed-Use Development 3 Overlay

SECTION 2. Chapter 24, "Zoning", §24-4.1, "Schedules of Regulations.", also known as Attachment 5 of Chapter 24, is hereby amended and supplemented with new text in **bold** as shown in the attached Zoning Schedule of Area, Bulk and Yard Requirements, which is located at the end of this document.

SECTION 3. Chapter 24, "Zoning", is hereby amended and supplemented to create a new subsection §24-4.37, "MUD-3 Mixed-Use Development 3 Overlay", which shall read as follows:

§24-4.37 MUD-3 Mixed-Use Development 3 Overlay.

The following standards shall apply to development within the MUD-3 Overlay Zone. When the standards herein conflict with other provisions of Chapter 24, the standards herein shall apply.

a. Permitted Principal Uses.

1. Ground floor uses shall be non-residential. Accessory residential community rooms, lobbies, and amenity spaces may also be located on the ground floor.
2. Permitted principal B10 Zone uses for properties within the underlying B10 Zone, excluding the following:
 - (a) Funeral parlors.
 - (b) Parks, public facilities, and public recreation facilities.
3. Permitted principal B12 Zone uses for properties within the underlying B12 Zone, excluding the following:
 - (a) Automobile sales.
 - (b) Bus terminal, offices, garage, and facilities for the servicing, repairing, maintaining, and parking of buses and other related equipment and vehicles.
 - (c) Distribution terminals.
 - (d) Funeral parlors.
 - (e) Parks, public facilities, and public recreation facilities.
4. Multi-family dwellings above the ground floor.

5. A mixture or combination of the above uses.
- b. Permitted Accessory Uses.
1. Off-street parking subject to §22-6.2 and §24-3.7.
 2. Loading facilities subject to §22-6.3 and §24-3.7.
 3. Community rooms and amenity spaces related to the multi-family dwelling use for the use of building owners, tenants, and/or guests, including but not limited to recreational and fitness facilities, lobbies, leasing and management offices, and mailrooms.
 4. Fences and walls subject to §24-5.6b.
 5. Outdoor dining associated with permitted restaurant uses, subject to the following conditions:
 - (a) Tables may be located on private property or on the public sidewalk, provided that at least five feet of sidewalk clearance is maintained.
 - (b) Fencing, bollards, or planters shall be used to define the outdoor dining area.
 - (c) No outdoor dining shall be permitted after 11:00 p.m.
 - (d) All lighting shall be downward-facing and shall be turned off no later than 11:30 p.m.
 6. Roof-mounted solar energy systems subject to §24-3.8i.
 7. Electric Vehicle Supply/Service Equipment subject to §24-3.10.
 8. Signs.
- c. Prohibited Uses.
1. Drive-through facilities.
 2. Non-residential uses above the ground floor.
 3. Gas and service stations.
- d. Area, Bulk, and Yard Requirements.
1. Minimum lot area –10,000 square feet.
 2. Minimum front yard setback from Miller Road and Scherer Place – 0 feet.
 3. Minimum front yard setback from Franklin Turnpike and all other streets – 15 feet.

4. Maximum setback from any street – 40 feet.
 5. Minimum setback for all other yards – 15 feet.
 6. Maximum improved lot coverage – 80%.
 7. Maximum lot coverage – 60%.
 8. Maximum building height – 2 stories and 30 feet.
 9. Maximum permitted density – 14 units per acre.
- e. Affordable Housing.
1. A minimum of twenty (20%) percent of the units shall be reserved for, and affordable to, very-low-, low- and moderate-income households.
 2. The development, unit distribution, income distribution, deed restriction length, and marketing of all affordable units shall be undertaken consistent with §24-8 “Affordable Housing,” of this Chapter, and all other applicable law, rules, and regulations, including applicable COAH regulations, the Fair Housing Act, and the Uniform Housing Affordability Controls in effect at the time of application.
 3. The developer shall be responsible for all costs as permitted by law associated with the initial rental and/or sale of the affordable units, and for the continuing administration of the affordable units and the preservation of the creditworthiness of the units.
 4. All necessary steps shall be taken to make the affordable units provided creditworthy pursuant to applicable law.
- f. Off-Street Parking Requirements.
1. Off-street parking shall be in accordance with §24-3.7 and §22-6.2.
 2. All parking spaces shall measure no less than nine (9') feet in width by eighteen (18') feet in length.
 3. Parking lot lighting shall comply with § 22-6.4.
 4. Within surface parking lots one (1) landscape island shall be provided for every twenty (20) parking spaces. Said landscape island shall contain a minimum of one hundred sixty (160) square feet. At least half of the landscape islands shall contain a shade tree and other landscaping; the remainder shall contain shrubs. Said shade tree shall be three (3") inches in caliper at installation.
 5. Sidewalks and landscaped beds along Fox Lane, Christie Avenue, Cedar Hill Avenue, Stephens Lane, Winter Place, Lawrence Road, Franklin Turnpike, and Miller Road street frontages shall be a minimum of eight (8') feet wide.

g. Building Design.

1. Building wall offsets, including both projections and recesses, shall be provided along any street-facing building wall measuring greater than fifty (50') feet in length in order to provide architectural interest and variety to the massing of a building and relieve the negative visual effect of a single, long wall.
2. The maximum spacing between such offsets shall be forty-five (45') feet. The minimum projection or depth of any individual vertical offset shall not be less than one (1') foot.
3. Vertical offsets can include, but are not limited to, pilasters, projecting bays, changes in facade materials and balconies.
4. A "human scale" of development should be achieved at grade and along street frontages through the use of such elements as windows, doors, columns, awnings and canopies.
5. Multi-tenant buildings shall provide varied storefronts and such elements as noted above for all ground floor tenants.
6. The architectural treatment of a facade shall be completely continued around all street-facing facades of a building. All sides of a building shall be architecturally designed to be consistent regarding style, materials, colors and details.
7. If the building has a flat roof, a parapet shall project vertically to hide any roof-mounted mechanical equipment.
8. Building facades visible from any street shall consist of durable, long-lasting materials such as brick, stone, cast stone, Hardie plank or other high-quality material.
9. Heating, ventilating and air-conditioning systems, utility meters and regulators, exhaust pipes and stacks, satellite dishes and other telecommunications receiving devices shall be screened or otherwise specially treated to be, as much as possible, inconspicuous as viewed from the public right-of-way and adjacent properties.
10. All rooftop mechanical equipment shall be screened from view from all vantage points at grade or below the roof.
11. Placement of any packaged terminal air conditioner units within the facade is prohibited.

h. Landscaping.

1. Areas of the property not used for buildings, parking or other impervious surfaces shall be landscaped and in compliance with §24-5.6b.
2. Landscaping shall be provided to promote a desirable visual environment, to accentuate building design, define entranceways, screen parking areas, mitigate adverse visual impacts, provide windbreaks for winter winds and summer cooling for buildings, and

enhance buffer areas. Plants and other landscaping materials shall be selected in terms of aesthetic and functional considerations. The landscape design shall create visual diversity and contrast through variation in size, shape, texture and color. The selection of plants in terms of susceptibility to disease and insect damage, wind and ice damage, habitat, soil conditions, growth rate, longevity, root pattern, maintenance requirements, etc., shall be considered.

3. Foundation plantings shall be provided around all buildings. These plantings shall include species that provide seasonal interest at varying heights to complement and provide pedestrian scale to the proposed architectural design of the buildings. The foundation planting shall incorporate evergreen shrubs and groupings of small trees in order to provide human scale to building facades and winter interest.
 4. If an outdoor dumpster is utilized for the storage of trash and recycling, it shall be screened and fully enclosed with a solid enclosure a minimum six (6') feet in height. Alternatively, refuse and recycling may be stored inside of the building(s).
 5. The above standards shall supplement the requirements of §22-6.5, paragraph a, and supersede said design standards when there is a conflict.
- i. Lighting, subject to §22-6.4.
 - j. Signs, subject to §24-6, except that:
 1. Non-residential ground floor uses shall be permitted one (1) wall sign per street frontage, subject to the following parameters:
 - (a) A maximum sign area of thirty-six (36) square feet.
 - (b) The horizontal dimension of the sign shall not exceed eighty (80%) of the width of the building frontage occupied by the individual use.
 - (c) The top edge of a wall sign shall not be installed above the bottom of any second-floor windows or within three (3') feet of the top of a parapet.
 - (d) Said signs may be illuminated.
 2. Residential uses shall be permitted one wall sign per street frontage, which identifies the development, subject to the following parameters:
 - (a) A maximum sign area of forty (40) square feet.
 - (b) The top edge of a wall sign shall not be installed above the bottom of any second-floor windows or within three (3') feet of the top of a parapet.
 - (c) Said signs may be illuminated.

SECTION 4. If any section, paragraph, sub-section, clause or provision of this ordinance shall be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any part thereof.

SECTION 5. All ordinances or parts of ordinances of the Township heretofore adopted that are inconsistent with any of the terms and provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 6. This Ordinance shall take effect twenty (20) days after final passage, adoption and publication according to law.

Introduced:

Adopted:

Effective date:

TOWNSHIP OF MAHWAH

Robert M. Ferguson, III
Council President

ATTEST:

Carolyn George, RMC
Municipal Clerk

I, Carolyn George, Municipal Clerk of the Township of Mahwah, hereby certify that the within Ordinance was passed and adopted at a meeting of the Township Council held on the 19th day of February, 2026.

Carolyn George, RMC
Municipal Clerk

**TOWNSHIP OF MAHWAH
ORDINANCE NO. 2088**

**AN ORDINANCE OF THE TOWNSHIP OF MAHWAH, COUNTY OF
BERGEN, STATE OF NEW JERSEY, AUTHORIZING A THIRD
AMENDMENT TO THE REDEVELOPMENT PLAN FOR BLOCK 82,
LOTS 1 AND 3 THROUGH 30 TO PERMIT AN INCLUSIONARY
RESIDENTIAL DEVELOPMENT OF NO MORE THAN 60 UNITS AS
REQUIRED BY A SETTLEMENT AGREEMENT WITH FAIR SHARE
HOUSING CENTER**

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("LRHL"), provides a mechanism to assist local governments in efforts to promote programs of redevelopment and sets forth the procedures for the Township of Mahwah to declare an area in need of redevelopment, along with the development and effectuation of a redevelopment plan; and

WHEREAS, by Resolution 176-21 adopted on April 1, 2021, the Township Council ("Council") authorized the Mahwah Township Planning Board ("Board") to conduct a preliminary investigation to determine if an area encompassing Block 82, Lots 1 through 30 ("Study Area") constituted an area in need of redevelopment as defined under the LRHL; and

WHEREAS, Colliers Engineering & Design produced a study entitled, "Redevelopment Determination of Need Study" dated April 1, 2022 ("Study") and presented the Study at a duly noticed April 25, 2022 Board meeting, which Study included a map of the Study Area and was circulated to the members of the Board and provided to the public in accordance with the time and other notice provisions of the LRHL; and

WHEREAS, the Study provided detailed information regarding the Study Area and the applicable statutory criteria required to be evaluated, based on which the Study concluded that the Study Area affirmed the LRHL criteria to enable the Board to recommend to the Council that an AINR designation was warranted; and

WHEREAS, at the public hearing, the Board accorded to all members of the public the opportunity to offer their comments regarding the Study Area, which comments were made part of the public record, and after discussion and consideration, the Board adopted a motion concluding that the Study Area met the criteria under the LRHL as an area in need of non-condemnation redevelopment and forwarded that recommendation to Council; and

WHEREAS, on May 9, 2022 the Planning Board adopted a resolution memorializing the Board's determination and setting forth detailed reasons and criteria on which the determination was based; and

WHEREAS, on May 19, 2022, the Township Council reviewed the Study and Board's resolution and found, consistent with the Board's recommendation based on the Study, that the LRHL criteria for determination of an area in need of non-condemnation redevelopment were satisfied with respect to the Study Area, except that the Council found it appropriate to remove Block 82, Lot 2 from the determination because Lot 2 is a fully developed operational property that differs in character from the rest of the proposed redevelopment area; and

WHEREAS, based upon the facts and findings of the Study, all made in accordance with N.J.S.A. 40A:12A-6, the Council adopted the Board's recommendations memorialized in the Board's May 9, 2022 resolution, and adopted Resolution 185-22 declaring Block 82, Lots 1 and 3 through 30 an area of non-condemnation redevelopment, duly served notice as required by law,

and directed and authorized Colliers to prepare a redevelopment plan for the properties designated by the resolution as an area in need of non-condemnation redevelopment; and

WHEREAS, Colliers prepared and submitted to the Township a redevelopment plan dated September 8, 2022 entitled, "Redevelopment Plan for Block 82, Lots 1 and 3 through 30" ("Redevelopment Plan") outlining the planning, development and redevelopment of the Redevelopment Area in accordance with N.J.S.A. 40A:12A-7; and

WHEREAS, the Board received a copy of the Redevelopment Plan and performed a Master Plan Consistency review at the September 12, 2022 Board meeting, finding it consistent with the Township Master Plan that had been recently amended by the Board's approval of a 2022 Land Use Element Amendment; and

WHEREAS, by resolution adopted on September 26, 2022, the Board memorialized its determination and set forth general comments for consideration by Township Council; and

WHEREAS, on October 27, 2022, the Township Council reviewed the Board's determination and comments, and following a public hearing, adopted the Redevelopment Plan by way of Ordinance 1985; and

WHEREAS, the Township Council subsequently adopted Ordinance 2009, which amended the Redevelopment Plan regarding the number of assisted living beds; and

WHEREAS, prior to an Affordable Housing Compliance Hearing to be held February 22, 2024 in the Superior Court of New Jersey, the owners of the majority of Block 82 advised the Court that the proposed multi-level senior care facility at the site, which was the subject of a Memorandum of Understanding ("MOU") with the Township, was no longer viable; and

WHEREAS, the Township filed a Motion for Relief from Settlement from the MOU, which was granted by the Court on June 28, 2024, voiding the MOU and maintaining the Township's affordable housing immunity, among other things; and

WHEREAS, by adoption of Ordinance No. 2039 on September 9, 2024, the Township effectuated the June 28, 2024 Court Order and removed multi-level senior care facilities as a permitted use from the Redevelopment Plan through a Second Amendment to the Redevelopment Plan; and

WHEREAS, the Township Council, by adoption of Resolution #104-24 on February 22, 2024, had also authorized the Planning Board to undertake a preliminary investigation as to whether Block 82, Lots 1 and 3 through 30 were in need of redevelopment with condemnation, which resulted in a report prepared by Colliers Engineering & Design entitled "Redevelopment Area with Condemnation: Determination of Need Study, dated October 17, 2024"; and

WHEREAS, based on the report's findings, the Planning Board found that the 14 properties satisfied the statutory criteria to be designated as an Area in Need of Redevelopment, however only five lots were designated with the power of condemnation; and

WHEREAS, the Planning Board's decision was memorialized via Resolution on November 4, 2024; and

WHEREAS, the Township Council adopted Resolution #402-24 on November 7, 2024, which designated Lots 1, 3 through 11, and 30, of Block 82 as an Area in Need of Redevelopment with condemnation; and

WHEREAS, on June 23, 2025, the Planning Board adopted the 2025 Housing Element & Fair Share Plan ("2025 HEFSP") for the Fourth Round; and

WHEREAS, on December 29, 2025, the Township Council authorized the execution of a Mediation Agreement with Fair Share Housing Center (FSHC) to resolve FSHC's challenge to the Township's 2025 HEFSP; and

WHEREAS, the Mediation Agreement requires the Township to amend the Block 82, Lots 1 and 3 through 30 Redevelopment Plan to permit an inclusionary residential development of a maximum of 60 units.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, as follows:

SECTION 1. The Redevelopment Plan for Block 82, Lots 1 and 3 through 30 Amendment #3 ("Amendment #3), dated February 18, 2026, attached hereto as Exhibit A and made a part hereof, is hereby approved pursuant to N.J.S.A. 40A:12A-7.

SECTION 2. Amendment #3 is hereby by incorporated into the Township's Zoning Ordinance, Chapter 24, as Attachment 10 entitled "Block 82 Redevelopment Zone."

SECTION 3. Section 24-2.1 of the Township's Zoning Ordinance is hereby amended to add the following zone district: Block 82 Redevelopment Zone.

SECTION 4. All ordinances or parts of ordinances in conflict or inconsistent with the provisions of this ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 5. In case, for any reason, any section or provision of this Ordinance shall be held to be unconstitutional or invalid, the same shall not affect any other section or provision of this Ordinance, except as far as the section or provision so declared unconstitutional or invalid shall be severed from the remainder or any portion thereof.

SECTION 6. This ordinance shall take effect twenty (20) days following final passage, approval, and publication as required by law.

Introduced:

Adopted:

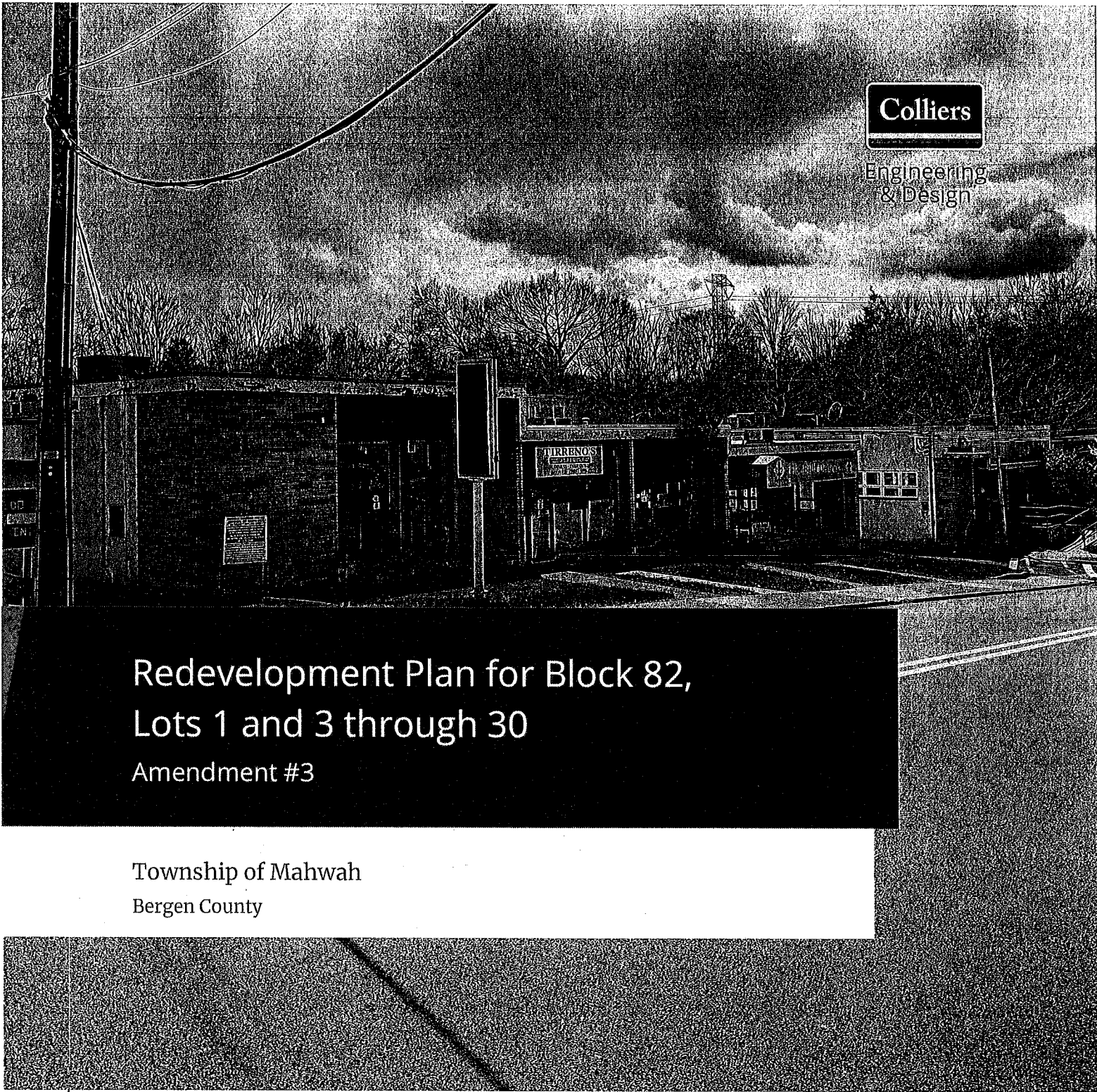
Effective Date:

TOWNSHIP OF MAHWAH

Robert M. Ferguson, III
Council President

ATTEST:

Carolyn George, RMC
Municipal Clerk



Colliers

Engineering
& Design

Redevelopment Plan for Block 82, Lots 1 and 3 through 30 Amendment #3

Township of Mahwah
Bergen County

February 18, 2026

Prepared for:

Township of Mahwah

Prepared by:

Darlene A. Green, PP, AICP
License No. 33LI00611400

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Accelerating success.

Redevelopment Plan for Block 82, Lots 1 and 3 through 30

Amendment #3

Recommended by the Planning Board: September 12, 2022

Adopted by the Township Council: October 27, 2022 via Ordinance 1985

Amendment #1 Recommended by the Planning Board: May 22, 2023

Amendment #1 Adopted by the Township Council: July 17, 2023 via Ordinance 2009

Amendment #2 Recommended by the Planning Board: August 12, 2024

Amendment #2 Adopted by the Township Council: September 9, 2024 via Ordinance 2039

Amendment #3 Recommended by the Planning Board: MONTH DAY, 2026

Amendment #3 Adopted by the Township Council: MONTH DAY, 2026

Project No. MWT-0022A

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1. Introduction

On January 23, 2020, the Mahwah Township Council authorized the Planning Board to conduct a preliminary investigation to determine if Lots 1, 3 through 17, 26, 29, and 30 in Block 82 qualify as an Area in Need of Redevelopment with Condemnation, pursuant to the New Jersey Local Redevelopment and Housing Law (hereinafter "LRHL"), N.J.S.A. 40A:12A-1, et. seq. Thereafter, the Planning Board authorized Maser Consulting¹ to undertake a study of the lots to determine if they meet the LRHL criteria via Resolution on February 24, 2020.

On April 1, 2021, the Township Council adopted Resolution #176-21, which authorized the Planning Board to conduct a preliminary investigation to determine if Lots 2, 18 through 25, 27, and 28 qualify as an Area in Need of Redevelopment without condemnation (referred to as the "Non-Condemnation Study Area"). Resolution #176-21 also directed the Planning Board to conduct a preliminary investigation to determine if Lots 1, 3 through 17, 26, 29, and 30 qualify as an Area in Need of Redevelopment with condemnation (referred to as the "Condemnation Study Area"). Subsequently, the Planning Board authorized Colliers Engineering & Design to undertake a study of the lots to determine if they meet the LRHL criteria via Resolution on May 10, 2021. This analysis produced a report entitled Redevelopment Area Determination of Need Study, dated April 1, 2022. According to the report, the properties included in the preliminary investigation qualify for designation as follows:

- Lot 1 – Criteria A, B, and D
- Lot 2 – Section 3
- Lot 4 (including Lots 3, 5, 6, and 7) – Criteria A, B, and D
- Lot 8 (including Lot 9) – Criteria A, B, and D
- Lot 10 (including Lot 11) – Criteria D
- Lot 12 (including Lots 13, 14, and 15) – Section 3
- Lot 16 (including Lot 17) – Criteria D
- Lot 19 (including Lot 18) – Section 3
- Lot 22 (including Lots 20 and 21) – Section 3
- Lot 25 (including Lots 23 and 24) – Section 3
- Lot 26 – Criteria A and D
- Lot 28 (including Lot 27) – Section 3
- Lot 29 – Section 3
- Lot 30 – Criteria D

Based on the findings presented in Colliers Engineering & Design's report, the Planning Board found that the 14 properties satisfied the statutory criteria to be designated as an Area in Need of Redevelopment at a public meeting held on April 25, 2022. The Planning Board memorialized their findings in a Resolution adopted on May 9, 2022. Subsequently, the Township Council adopted a Resolution #185-22 on May 19, 2022, which designated Lots 1 and 3 through 30 of Block 82 as a Non-condemnation Redevelopment Area.

On April 28, 2022, the Township Council adopted Resolution #159-22 authorizing the preparation of a Redevelopment Plan for the designated Redevelopment Area (see Appendix A). This Redevelopment Plan for Block 82, Lots 1 and 3 through 30 is essentially a master plan with "teeth" – a planning document that merges

¹ Maser Consulting is now known as Colliers Engineering & Design, Inc.

the vision of a master plan with the authority of a zoning ordinance. The required components of a redevelopment plan are described in the following section.

The Township adopted the Redevelopment Plan for Block 82, Lots 1 and 3 through 30 on October 22, 2022, via Ordinance 1985. Thereafter, a Fairness Hearing was held by the Superior Court regarding the Settlement Agreement between Mahwah and Monarch Company JV, LLC. The Court approved the Settlement Agreement with the condition that all affordable assisted living bedroom configurations must comply with N.J.A.C. 5:93-5.16(e), which limits assisted living units to not more than two people. This condition required the modification of the Redevelopment Plan for Block 82, Lots 1 and 3 through 30 to address the increased number of units. Amendment #1 of the Redevelopment Plan for Block 82, Lots 1 and 3 through 30 was adopted via Ordinance No. 2009 on July 17, 2023.

A Compliance Hearing was scheduled for February 22, 2024. Prior to the Compliance Hearing, Mahwah Town Center Redevelopers ("MTCR"), the owners of the majority of Block 82, contacted the Court's Special Adjudicator, Elizabeth McManus, and indicated that the proposed multi-level senior care facility was no longer viable. Ms. McManus requested the Court convert the Hearing into a Case Management Conference. MTCR's February 20, 2024 letter indicated that Monarch (the operator) had been "dissolved and divested" and that "MTCR cannot proceed with the development of what is now an unfinanceable assisted living facility without an operator, and the parties cannot agree on an alternative inclusionary development on the property." Following the February 2024 Case Management Conference the Township and MTCR mediated several times, but no agreement was reached.

Subsequently, the Township's affordable housing counsel filed a Motion for Relief from Settlement from the Monarch Development Company JV, LLC Memorandum of Understanding ("MOU"). MTCR also moved for relief from the MOU and the multi-level senior care facility use. The case was heard by Judge Farrington on June 28, 2024. On the same date Judge Farrington entered an Order granting the Township's Motion for Relief, voiding the MOU, maintaining immunity, and directing the Township to cure the crediting gap created by MTCR/Monarch. (See Appendix D for a copy of the Order.) It should be noted that page 6 of the Order states "The Township has no obligation to utilize the Monarch/MTCR site and in fact is satisfying its Third-Round obligation by mechanisms other than the inclusionary zoning of the Monarch/MTCR site."

On July 23, 2024 the Township and Fair Share Housing Center entered into a Second Amendment of the 2018 Settlement Agreement to address the crediting gap. The signed agreement provides 50 credits for the 43-credit shortfall created by MTCR/Monarch. Page 5 of the Second Amendment, Paragraph 7.b. states that the "Township shall maintain zoning that permits 14 units per acre, with at least a 20% set aside as part of that Redevelopment Plan" for Block, Lots 1 and 3 through 30. (See Appendix E for the Second Amendment.) Therefore, the June 28, 2024 Court Order and the Second Amendment to the FSHC Settlement Agreement necessitate an amendment to the Redevelopment Plan. Amendment #2 of the Redevelopment Plan for Block 82, Lots 1 and 3 through 30 was adopted via Ordinance No. 2039 on September 9, 2024.

At the same time, the Township Council adopted Resolution #104-24 on February 22, 2024 authorizing the Planning Board to undertake a preliminary investigation as to whether Block 82, Lots 1 and 3 through 30 are in need of redevelopment with condemnation. This analysis resulted in a report prepared by Colliers Engineering & Design entitled Redevelopment Area with Condemnation: Determination of Need Study, dated October 17, 2024. Based on the findings presented in this report, the Planning Board found that the 14 properties satisfied the statutory criteria to be designated as an Area in Need of Redevelopment, however only five lots were designated with the power of condemnation. The Planning Board's decision was memorialized via Resolution

on November 4, 2024. Subsequently, the Township Council adopted Resolution #402-24 on November 7, 2024, which designated Lots 1 and 3 through 30 of Block 82 as an Area in Need of Redevelopment.

Thereafter, on June 23, 2025, the Planning Board adopted the 2025 Housing Element & Fair Share Plan ("2025 HEFSP") for the Fourth Round. On December 29, 2025, the Township Council authorized the execution of a Mediation Agreement with FSHC to resolve FSHC's challenge to the Township's 2025 HEFSP. The Mediation Agreement requires the Township to amend the Block 82, Lots 1 and 3 through 30 Redevelopment Plan to permit an inclusionary residential development of a maximum of 60 units. Therefore, the Mediation Agreement necessitates an amendment to the Redevelopment Plan.

1.1 Required Plan Components

The LRHL, specifically Section 40A:12A-7a, requires redevelopment plans to include an outline for the planning, development, redevelopment or rehabilitation of the designated parcels. Specifically, the following components are required:

- (1) The Redevelopment Plan's relationship to definite local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements. (See Section 4.1.)
- (2) Proposed land uses and building requirements in the project area. (See Section 6.2.)
- (3) Adequate provisions for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market. (See Section 6.1.)
- (4) An identification of any property within the area, which is proposed to be acquired in accordance with the redevelopment plan. (See Section 6.1.)
- (5) Any significant relationship of the redevelopment plan to the master plans of contiguous municipalities; the master plan of the county in which the municipality is located; the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act", P.L. 1985, c.398 (C.52:18A-196 et al.). (See Sections 4.2, 4.3, and 4.4.)
- (6) As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low- and moderate-income households, as defined pursuant to section 4 of P.L.1985, c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions, listed by affordability level, number of bedrooms, and tenure. (See Section 6.1.)
- (7) A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan. Displaced residents of housing units provided under any State or federal housing subsidy program, or pursuant to the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), provided that they are deemed to be eligible, shall have first priority for those

replacement units provided under the plan; provided that any such replacement unit shall not be credited against a prospective municipal obligation under the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), of the housing unit which is removed had previously been credited toward satisfying the municipal fair share obligation. To the extent reasonably feasible, replacement housing shall be provided within, or in close proximity to, the redevelopment area. A municipality shall report annually to the Department of Community Affairs on its progress in implementing the plan for provision of comparable, affordable replacement housing required pursuant to this section. (See Section 6.1.)

- (8) Proposed locations for public electric vehicle charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network. (See Chapter 5.)

2. Redevelopment Area

The Redevelopment Area encompasses 3.842 acres according to the Tax Cards² and is in the northeast quadrant of the Township along East Ramapo Avenue, Franklin Turnpike, King Street, and Siding Place. A total of 29 parcels are within the Redevelopment Area. However, according to tax records, there are only 13 properties due to some lots being assessed with a parent lot. The Redevelopment Area is surrounded by a variety of uses including the Mahwah Train Station, Veteran's Memorial Park, and commercial uses to the north, the Mahwah Police Station, Fire Department Company 1, and Mahwah Museum to the east, residential uses to the southeast, an industrial use to the southwest, and the NJTransit railroad right-of-way to the west (see the Aerial Map on page 6). The Redevelopment Area is also located within walking distance of the Mahwah Train Station, which provides access to the Main Line and Bergen County Lines operated by NJTransit. Bus service is also available along Franklin Turnpike. The entire Redevelopment Area is in the B10, Neighborhood Business, Zone and encompassed by the MUD-1, Mixed-Use Development 1, Overlay Zone (see the Zoning Map on page 7).

The properties in the Redevelopment area are developed with a variety of uses including commercial, industrial, and single-family residential uses. There are also vacant and undeveloped properties. See the Aerial Map on page 6 for the limits of the Redevelopment Area.

2.1 The Parcels

This section provides information on each parcel and its current zoning designation.³

Block 82, Lot 1

Lot 1 is the largest parcel in the Redevelopment Area and is located at 6 East Ramapo Avenue. The property is 1.22 acres and has approximately 200 feet of frontage on East Ramapo Avenue and roughly 254 linear feet of frontage along Siding Place. According to the Tax Card, the property is owned by Mahwah Town Center %Lisa Loffredo and is classified as a commercial property. The Tax Card also indicates the total building floor area for the structures is 13,545 square feet, which includes a post office, bank, restaurant, and retail uses.⁴

² Tax Cards, received by the Township Tax Assessor on April 17, 2020 and November 24, 2021. Note that according to GIS parcel data, the Redevelopment Area is 4.248 acres.

³ Chapter 24, Zoning, of the Township Code, <https://ecode360.com/34814044>

⁴ Tax Card, received by the Township Tax Assessor on April 17, 2020.

Legend

Block 82 Redevelopment Area

Parcels



0 50 100
 Feet

1 inch = 100 feet

Aerial Map Block 82

Township of Mahwah
Bergen County, New Jersey



Engineering
& Design

June 2022

Legend

 Block 82 Redevelopment Area

 Parcels

Zones

 R10 - One Family Residential

 R15 - One Family Residential

 MUD-1 - Mixed-Use Development 1 Overlay

 B10 - Neighborhood Business

 POS - Public Open Space

 GI80 - General Industry



0 75 150
Feet
1 inch = 150 feet

Zoning Map
Block 82
Township of Mahwah
Bergen County, New Jersey

Colliers Engineering & Design

June 2022

PA\GIS\files\ParcelBank\GIS\PROJECTS\Municipal\PA-WMT-60221\UPAZ\0502apb_Block_82_Zoning.mxd



Photo 1 - Commercial building on Lot 1

Lot 1 is developed with two one-story buildings, parking and loading areas, walkways, and signage. The western building was occupied by the Township's Post Office for over 50 years, until it was closed and vacated in early 2019.⁵ The eastern building contains three tenant spaces, which were occupied until 2016.⁶ On October 9, 2017, the Township Construction Department issued a Notice of Unsafe Structure for a building on the property citing evidence of mold and water leaks.⁷ The unsafe notices were observed on the commercial building during site visits in 2020, 2022, and 2024.

Block 82, Lot 4 (includes Lots 3, 5, 6, & 7)

This collection of parcels ("Lot 4") is located at 216 Franklin Turnpike and contains 0.356 acres. The property has approximately 110 feet of frontage along Franklin Turnpike. According to the Tax Card, the property is commercial and currently owned by Mahwah Town Center, %L Loffredo. Lot 4 is developed with a two-story

⁵ Information obtained from <https://www.northjersey.com/story/news/bergen/mahwah/2019/03/21/water-damage-forces-temporary-closing-mahwah-nj-post-office/3232805002/>, accessed on February 11, 2026.

⁶ Letter from Michael R. Roe, Township Fire Official, received on April 17, 2020.

⁷ Received by the Township Construction Department on April 20, 2020.

colonial-style building containing 1,956 square feet of livable area that was constructed in 1930.⁸ Other site improvements include a parking area shared with adjacent Lot 8, walkways, and retaining walls.

Block 82, Lot 8 (includes Lot 9)

Lots 8 and 9 ("Lot 8") comprise 0.165 acres, are located at 220 Franklin Turnpike, and have approximately 50 feet of frontage along the roadway. The Tax Card indicates the property is currently owned by Mahwah Town Center, %L Loffredo and is a residential property. Lot 8 is developed with a 2,290 square foot colonial-style single-family dwelling that was constructed in 1910.⁹ Other site improvements include a parking area shared with Lot 4, walkways, and retaining walls.

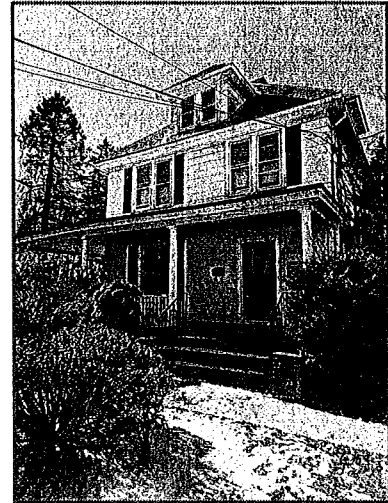


Photo 2 - Building on Lot 8

Block 82, Lot 10 (includes Lot 11)

Located at 222 Franklin Turnpike are Lots 10 and 11 ("Lot 10"). This property contains 0.174 acres and has approximately 50 feet of frontage along Franklin Turnpike. The Tax Card indicates the property is currently owned by Mahwah Town Center, %L Loffredo and is classified as vacant. Lot 10 was developed with a 960 square-foot two-story single-family dwelling that was demolished in November of 2009.¹⁰ The only improvement on the property is the driveway of the former dwelling.

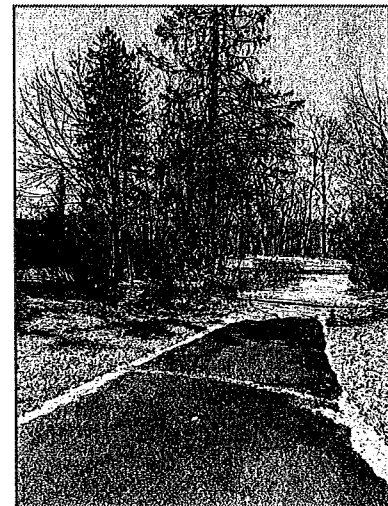


Photo 3 - Lot 10

Block 82, Lot 12 (includes Lots 13, 14, & 15)

Lots 12, 13, 14, and 15, commonly known as Lot 12, are located at 224 Franklin Turnpike and contain 0.372 acres. The property has approximately 100 feet of frontage along Franklin Turnpike. According to the Tax Card, this vacant property is owned by Mahwah Town Center, %L Loffredo. Lot 12 was developed with a 1,224 square foot two-story single-family dwelling that was demolished in November of 2009.¹¹ There are no improvements on the property.

Block 82, Lot 16 (includes Lot 17)

Lots 16 and 17, collectively known as Lot 16, are located at the corner of Franklin Turnpike and King Street with an address of 228 Franklin Turnpike. The property encompasses 0.17 acres and has approximately 50 feet of frontage along Franklin Turnpike and 135 feet of frontage along King Street. Lot 16 is owned by Mahwah Town Center, %L Loffredo and

⁸ Tax Card, received by the Township Tax Assessor on April 17, 2020.

⁹ Tax Card, received by the Township Tax Assessor on April 17, 2020.

¹⁰ Ibid.

¹¹ Ibid.

is vacant according to the Tax Card. Lot 16 was developed with a 1,586 square foot two-story single-family dwelling that was demolished in November of 2009.¹²

Block 82, Lot 19 (includes Lot 18)

These parcels, commonly known as Lot 19, are located at 9 King Street and contain 0.069 acres. The property has approximately 50 feet of frontage along King Street. According to the Tax Card, the property is owned by Monarch Mahwah, LLC and is classified as industrial. Lot 19 is developed with a 1,144 square foot one-story building and is noted to be used as a storage garage/warehouse.¹³

Block 82, Lot 22 (includes Lots 20 & 21)

These three parcels are collectively known as Lot 22 and are located at 7 King Street. The property has approximately 50 feet of frontage along King Street and contains 0.098 acres. According to the Tax Card, the property is owned by Monarch Mahwah LLC NJ and is classified as residential. Lot 22 is developed with a 1,102 square foot single-family dwelling constructed in 1914.¹⁴

Block 82, Lot 25 (includes Lots 23 & 24)

These three parcels are located immediately west of Lot 22 and contain 0.098 acres. Lot 25 has approximately 50 feet of frontage along King Street. According to the Tax Card, the property is also owned by Monarch Mahwah LLC NJ and is classified as vacant.

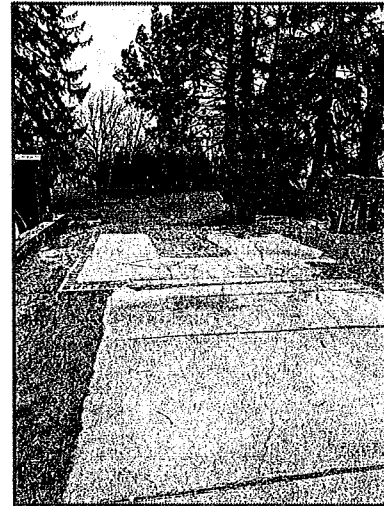


Photo 4 - Driveway on Lot 16

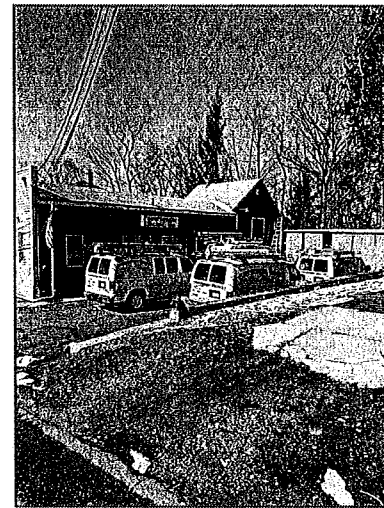


Photo 5 - Industrial building on Lot 19

¹² Ibid.

¹³ Tax Card, received by the Township Tax Assessor on November 24, 2021.

¹⁴ Ibid.

Block 82, Lot 26

Lot 26 is located at 3 King Street on the corner of King Street and Siding Place. The property contains 0.193 acres and has approximately 65 feet of frontage on King Street and 75 feet of frontage on Siding Place. Lot 26 is owned by Mahwah Town Center, %L Loffredo and is classified as industrial according to the Tax Card. The property is developed with a 2,205 square foot light industrial building that was constructed in 1930. Additionally, an outdoor cooler was installed in 2008.¹⁵ A parking area off King Street is also present on the property.

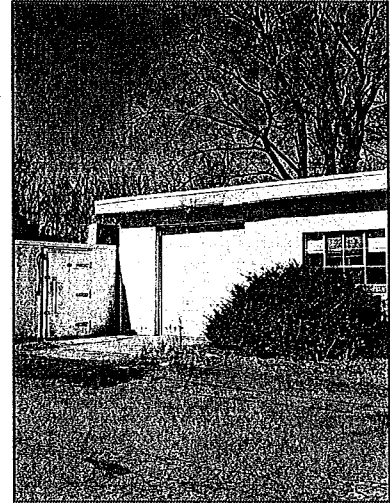


Photo 6 - Building on Lot 26

Block 82, Lot 28 (includes Lot 27)

Lots 27 and 28, collectively known as Lot 28, are located to the rear of the dwelling on Lot 22 and are landlocked parcels. The property encompasses 0.57 acres and is vacant. This lot is owned by Monarch Mahwah LLC NJ.

Block 82, Lot 29

Lot 29 is located at 9 Siding Place and contains 0.29 acres. The property has approximately 75 feet of frontage along Siding Place. According to the Tax Card, the property is vacant and owned by Mahwah Town Center, %L Loffredo. The property was developed with a 1,216 square foot single-family dwelling, which was demolished in November of 2009.¹⁶ There are no improvements on the property.

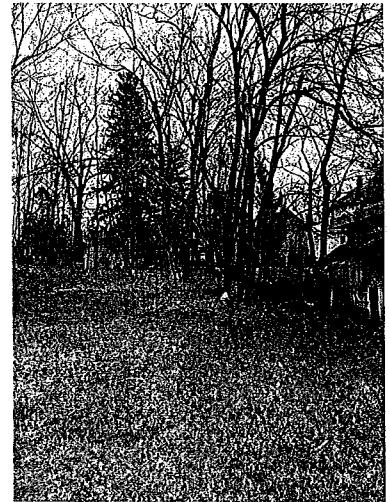


Photo 7 - Lot 29

Block 82, Lot 30

Finally, Lot 30 is located along Siding Place and encompasses 0.58 acres. The property has approximately 120 feet of frontage along Siding Place. Lot 30 is vacant and currently owned by Mahwah Town Center, %L Loffredo according to the Tax Card.

¹⁵ Tax Card, received by the Township Tax Assessor on April 17, 2020.

¹⁶ Tax Card, received by the Township Tax Assessor on April 14, 2020.

3. Plan Goals

This chapter provides the goals of the Redevelopment Plan for Block 82, Lots 1 and 3 through 30, which are as follows:

1. To demolish the unsafe, dilapidated, and substandard structures and associated improvements within the Redevelopment Area.
2. To redevelop the underutilized properties within the Redevelopment Area with economically productive use(s) that would enhance the Township's "downtown".
3. To improve the aesthetics of the Redevelopment Area to create an inviting, pedestrian-friendly, neighborhood atmosphere in the Township's "downtown" area.
4. To diversify the Township's housing stock and provide affordable housing credits that can be applied towards Mahwah's affordable housing obligation.

4. Relationship to Local Objectives & Other Plans

This chapter analyzes the relationship of the plan to local objectives, specifically existing master plan goals, objectives, and recommendations. Additionally, this chapter describes the relationship to the master plans of adjacent communities, Bergen County, the State Development and Redevelopment Plan, and the Highlands Regional Master Plan.

4.1 Local Objectives & Plans

This section is divided into two parts. The first analyzes the relationship of the report to the Township's goals, objectives, and recommendations, while the second section reviews the plan against the Zoning Ordinance.

2013 Comprehensive Master Plan

On March 11, 2013, the Planning Board of the Township of Mahwah adopted a new Comprehensive Master Plan to replace the 1989 Master Plan.¹⁷ The Plan contained a Land Use Plan Element, a Sustainability Element, a Community Facilities Element, a Historic Preservation Element, and a Circulation Element. However, the properties within the Redevelopment Area are only mentioned in the Land Use Element.

Land Use Element

The Land Use Element contains 16 Goals and Objectives, which can be found on pages 12 through 14. The following goals would be advanced by the revitalization of the Redevelopment Area:

- Goal 1: To encourage proper distribution of land areas.
 - *This Redevelopment Plan will allow for inclusionary residential development, which has the ability to act as a transitional zone between the existing commercial development to the north of the Redevelopment Area and the residential uses to the south.*
- Goal 3: To concentrate development in the easterly portions of the Township.
 - *The Redevelopment Area is in the northeastern portion of the Township and would allow for concentrated redevelopment.*
- Goal 9: To encourage new development, and redevelopment, to take into account the aesthetic character of the community, in an effort to enhance the aesthetic appearance of the municipality.
 - *The revitalization of the Redevelopment Area would eliminate the old, dilapidated buildings in the area and upgrade the aesthetics of the Redevelopment Area. Furthermore, the bulk standards take into account the developed nature of the area and the proximity to the train station.*

¹⁷ This document can be found at <https://www.mahwahwp.org/ArchiveCenter/ViewFile/Item/74>

- Goal 10: To preserve and enhance the Township's commercial areas.
 - *The Redevelopment Area has the potential to revitalize the Township's downtown area by eliminating aged, vacant, and run-down commercial uses.*

In addition to the advancement of the four goals described above, the Land Use Plan Element provides recommendations for 15 residential and 15 non-residential land use categories. Page 20 contains a discussion of the Neighborhood Business category, which indicates a major concern of residents was the traffic congestion and circulation issues in this area of the Township are due to "restricted access points between certain areas of the Township east and west of Route 17 and awkward intersections at Miller Road and East Ramapo Avenue". Therefore, the Land Use Plan Element recommended that development near the Mahwah Train Station and Franklin Turnpike should not include high-density residential or mixed-use development until improvements are made to the circulation and congestion issues in the area. Additionally, page 20 indicates commercial uses should be limited to two stories and consist of small business operations rather than large, big box stores and supermarkets. This Redevelopment Plan envisions the development of a 60-unit townhome development with no commercial component, which is consistent with the Comprehensive Master Plan.

Furthermore, the Comprehensive Master Plan includes an evaluation of the "Franklin Turnpike Study Area" on page 26. The purpose of the evaluation is to determine the validity of establishing a "pedestrian-oriented neighborhood commercial center with a neo-traditional character with associated design controls". The 80-acre study area was divided into a northern and southern section with a central portion in the northern section at the Acme shopping center. The Redevelopment Area is in the southern section. The recommendations for the southern section include modifications to the area and bulk requirements such as an increased front yard, decreased rear yard, decreased impervious coverage, an increase in building coverage, and the introduction of a shared parking concept. Finally, it was recommended that the area between East Ramapo Avenue and King Street be considered for mixed-use development. Additionally, it was recommended that the zoning regulations of the Franklin Turnpike Study Area (B10 Neighborhood Business and B12 General Business Districts) promote pedestrian friendly development. This Redevelopment Plan permits a townhome development with standards requiring pedestrian friendly streetscapes and improvements, which directly addresses the recommendations provided in the Franklin Turnpike analysis.

2019 Housing Element and Fair Share Plan

On June 10, 2019, the Planning Board adopted the Township's 2019 Housing Element and Fair Share Plan ("HEFSP"). Subsequently, the Township Council endorsed the HEFSP on June 13, 2019. This Plan provides the existing and proposed mechanisms that will be utilized to address the Township's constitutional obligation to provide affordable housing. The entirety of the Redevelopment Area along with Lot 2 are identified as land appropriate for inclusionary mixed-use development. The HEFSP indicates that the entire Block will be rezoned to permit mixed-use development at a density of 14 units per acre. A 20% affordable housing set-aside is identified.

Since the adoption of the 2019 HEFSP, the Township Planning Board adopted Ordinance No. 1868 on June 27, 2019, which created the MUD-1 Mixed-Use Development 1 Overlay Zone. This Overlay Zone implements the recommendations of the HEFSP.

This redevelopment plan maintains the opportunity for inclusionary development as envisioned in the 2019 HEFSP. Therefore, this plan implements the recommendations of the 2019 HEFSP and provides an opportunity for the creation of affordable housing.

2020 Reexamination & Master Plan Amendment

The Comprehensive Master Plan of Township of Mahwah was reexamined and amended in 2017 in a report entitled 2017 Master Plan Reexamination & Master Plan Amendment and adopted by the Planning Board on May 8, 2017. However, this document was specifically prepared to protect the Township's drinking water supply by establishing wellhead protection areas. Most recently, the 2013 Comprehensive Master Plan was reexamined in 2020 in a report entitled 2020 Reexamination & Master Plan Amendment (hereinafter "2020 Reexamination") and adopted by the Planning Board on September 14, 2020.

The 2020 Reexamination provides recommendations for the Comprehensive Master Plan, which includes amending the Land Use Plan Element to incorporate the four zones adopted to address the Township's affordable housing obligation. One of those four zone includes the MUD-1 Overlay Zone, which encompasses the Redevelopment Area. The 2020 Reexamination includes a Master Plan Amendment section (Chapter VIII), which amends the Land Use Plan Element to identify and describe the MUD-1 Overlay Zone.

2023 Housing Element & Fair Share Plan

The 2023 Housing Element & Fair Share Plan was adopted on December 11, 2023 in response to modifications to the Township's Settlement Agreements and affordable housing mechanisms. Pages 52 through 54 discuss Block 82 and the attempted Motion to Intervene, Zoning Board case, and ultimate adoption of a Redevelopment Plan for Block 82, Lots 1 and 3 through 30 to implement a Memorandum of Agreement to allow a multi-level senior housing facility in addition to the underlying MUD-1 Overlay Zone. As discussed in the introduction of this report, the multi-level senior housing facility mechanism has been removed from Mahwah's Settlement Agreement. As a result of the Second Amendment to the FSHC Settlement Agreement, the Township shall, for purposes of the Fourth Round, maintain zoning that permits inclusionary development at 14 units per acre with a minimum set-aside of 20%, which this Plan continues to allow.

2025 Housing Element & Fair Share Plan

The 2025 HEFSP for the Fourth Round was adopted on June 23, 2025. Pages 84 and 85 discuss Block 82 and Amendment #2 to the Block 82, Lots 1 and 3 through 30 Redevelopment Plan, which provides an opportunity for inclusionary residential development. The 2025 HEFSP states the Redevelopment Plan permits inclusionary multi-family development at a maximum density of 14 units per acre with a 20% affordable housing set-aside as-of-right.

Amended 2025 Housing Element & Fair Share Plan

Since the adoption of the 2025 HEFSP, the Township has prepared a draft Mediation Agreement with FSHC for the Fourth Round. The draft Mediation Agreement requires certain modifications to the 2025 HEFSP, including to the Block 82 mechanism. The Mediation Agreement requires the Township to amend the Block 82, Lots 1 and 3 through 30 Redevelopment Plan to permit a maximum of 60 units as-of-right with no commercial component. The Planning Board has scheduled a public hearing for the draft Amended 2025 Housing Element & Fair Share Plan on February 23, 2026.

Land Use Ordinance

The 13 properties (29 parcels) in the Redevelopment Area are in the B10, Neighborhood Business, Zone. The permitted uses and bulk standards are outlined below:

Permitted principal uses in the B10 Zone include:

- Business, finance, insurance, professional, and real estate offices
- Funeral parlors
- Health-care facilities
- Licensed child-care centers
- Parks and public recreation facilities
- Planned commercial development
- Public facilities
- Restaurant, take-out
- Restaurants, including take-out restaurants
- Retail sales and services

The B10 Zone also permits essential services, fitness centers and health clubs, motor vehicle body repair shops, places of assembly, and service stations as conditional uses. Permitted accessory uses include off-street parking and loading facilities, enclosed accessory storage, leasing or renting of new or used cars, solar energy systems, and electric vehicle charging stations.

The bulk standards in the B10 Zone are as follows:

- Minimum Lot Area – 10,000 square feet
- Minimum Lot Width – 50 feet
- Minimum Lot Depth – 100 feet
- Maximum Improved Lot Coverage – 80%
- Maximum Lot Coverage – 50%
- Maximum Building Height – 40 feet/3 stories
- Minimum Front Yard Setback – 10 feet
- Minimum Side Yard Setback (one side) – 10 feet
- Minimum Site Yard Setback (both sides) – 20 feet
- Minimum Rear Yard Setback – 40 feet

The Redevelopment Area is also encompassed by the MUD-1, Mixed-Use Development, Overlay Zone, which permits the following principal uses:

- Non-residential uses with frontage on Ramapo Avenue on the ground floor only.
- All permitted principal uses in the B10 Zone, excluding: places of assembly, social recreational buildings, offices, business and professional, public schools, parks, playgrounds, firehouses, and libraries, and undertakers and funeral parlors.
- Multi-family housing.
- A mixture or combination of the uses above.

The MUD-1 Overlay Zone does not permit any conditional uses but permits the following accessory uses:

- Off-street parking
- Parking decks or structures
- Loading facilities

- Community rooms and amenity spaces for residential uses such as fitness facilities, lobbies, leasing and management offices, mailrooms, etc.
- Fences and walls
- Outdoor dining

The bulk standards of the MUD-1 Overlay Zone are as follows:

- Minimum Lot Area – 3 acres
- Minimum Lot Width – 150 feet
- Maximum setback from Ramapo Avenue and Franklin Turnpike – 15 feet¹⁸
- Minimum setback from Siding Place – 10 feet
- Minimum setback from King Street – 40 feet
- All other yard setbacks – 15 feet
- Maximum Improved Lot Coverage – 85%
- Maximum Lot Coverage – 80%
- Maximum Building Height – 3 stories and 38 feet
- Maximum Density – 14 units per acre
- Minimum Affordable Housing Units – 20% of the total number of units

This document has utilized the bulk standards found in the B10 Zone and MUD-1 Overlay Zone as a springboard in crafting the dimensional regulations for the Redevelopment Area.

Plan Relationship to Zoning

This Redevelopment Plan for Block 82, Lots 1 and 3 through 30 supersedes the underlying zoning for the 29 parcels noted in this document.

The bulk standards proposed for these properties may not precisely conform to the standards prescribed within the current zone or overlay zone but have utilized the bulk standards from both designations as a basis in developing the Redevelopment Area's bulk standards.

4.2 Plans of Adjacent Communities

The Redevelopment Area is not adjacent to other municipalities. Therefore, a review of the planning documents of adjacent communities is not applicable.

4.3 Bergen County Plans

According to the Regional Planning & Transportation page of the Bergen County website,¹⁹ the Planning & Engineering Department initiated the development of a new County Master Plan, which will provide “a guidance tool for future development, redevelopment, and preservation, throughout Bergen County.” However, this Master Plan document does not appear to have been completed. The County's website does include a Central Bergen Bicycle & Pedestrian Plan, which was prepared in 2015. However, the Township of Mahwah is not

¹⁸ However, up to 25% of the linear building width may be set back a maximum of 30 feet.

¹⁹<https://bergencountynj.gov/bergen-county-department-of-planning-engineering/regional-planning-transportation/>, accessed February 11, 2026.

included in the focus area of this Plan. The only applicable document is the 2011 Vision Bergen and the 2023 Master Plan which are discussed below.

2011 Vision Bergen

In 2010, a visioning process was conducted by the County Planning Board to develop a vision and framework to develop a new County Master Plan. The Vision Plan was published in June of 2011. The Vision Plan indicates Mahwah's downtown, like many other municipalities, has a variety of commercial uses in walking environments and is mixed with other uses such as housing. It indicated that these areas typically have less traffic concerns. However, no specific idea or vision was provided for the area.

2023 Master Plan

On April 11, 2023, the Bergen County Planning Board adopted the County's first master plan since 1962.²⁰ In general, the new Master Plan provides a general discussion of existing conditions and the County's vision for eight elements: Land Use & Housing, Economic Vitality, Arts, History & Historic Resources, Open Space, Agriculture, Parks & Recreation, Environmental & Natural Resources, Transportation & Mobility, Public Facilities & Services, and Sustainability. Within each topic (chapter), recommendations are made to assist municipalities in responding to future challenges, as well as opportunities they may encounter. The Master Plan divides the County into six geographical sectors. The Township of Mahwah is in Northwest Bergen.

The Study Area and Mahwah in general are not specifically discussed in the Plan. However, the following goals of the most relevant element, Land Use & Housing, would be advanced by the adoption of a Redevelopment Plan:

- Goal #1: Become the model for smart growth and sustainable development both in New Jersey and in the region.
 - *This goal aims to balance the goals of economic development, environmental protection, and social equity by implementing design techniques such as mixed-use development and transit-oriented development. These concepts would bring future land development back to the trends seen prior to the introduction of the automobile where daily needs like work, shopping, services, and housing were located within walking distance or within a short distance to public transit. The Redevelopment Area is within walking distance to the train station.*
- Goal #4: Encourage a wide variety of housing types, range of densities, and price points.
 - *This goal encourages implementing zoning regulations to provide a variety of housing types such as multi-family and mixed-use development to accommodate the needs, abilities, and lifestyles of a larger group of people. The Redevelopment Plan allows multi-family housing up to a maximum of 60 units with an affordable housing set-aside.*
- Goal #5: Mainstream the use of green building and sustainable design.
 - *This goal focuses on designing development to include ecologically sustainable practices throughout the building process, such as building materials, utilities, water, waste, landscaping, public transit*

²⁰<https://bergencountynj.gov/bergen-county-department-of-planning-engineering/bergen-county-master-plan/>, accessed February 11, 2026.

connections, electric vehicle charging, and pedestrian-friendly infrastructure. The Redevelopment Area contains lots with buildings as well as lots that were previously developed. Any redevelopment will take advantage of the existing utility infrastructure.

4.4 State Plans

This section of the report discusses the State Development and Redevelopment Plan as well as the Highlands Regional Master Plan, as Mahwah is located entirely within the Highlands Region.

The New Jersey State Development and Redevelopment Plan

On December 17, 2025, the State Planning Commission adopted The New Jersey State Development and Redevelopment Plan.²¹ The 2025 Plan contains ten State-wide goals, each of which contain various strategies and priorities. This redevelopment plan could advance the following goals, strategies, and policies:

- Housing Goal: Provide an Adequate supply of housing for residents of all ages and incomes in communities of their choosing that meet their needs and offer ready access to the full range of supportive goods and services (page 27).

Strategy

Promote diverse, affordable, and high-quality housing options accessible to all New Jersey residences, regardless of income and background. Enable housing growth in transit-rich, mixed-income communities... Encourage municipalities to adopt inclusionary zoning... and integrate green building standards and transit-oriented infrastructure to improve sustainability. Prioritize equal opportunity in access to housing and opportunities, reinforce fair lending and zoning practices, and minimize displacement by supporting inclusionary development and redevelopment projects that maintain and provide affordable housing" (pages 27 & 28).

Priorities

Housing as a Catalyst for Economic Development (pages 29 & 30)

- Consider a density increase/set-aside percentage nexus that maximizes the efficiency of infrastructure utilization and site conditions when establishing inclusionary zoning standards.
- Capitalize on municipal fair share obligations as catalysts for local growth goals. A balanced combination of affordable and market-rate housing is indispensable to creating resilient and inclusive communities.

Reducing Barriers to Development (pages 32 & 33)

- Minimize restrictive zoning. Many restrictive zoning practices, which favor the provision of single-family detached housing at the exclusion of other housing types, are rooted in, and serve to reinforce socioeconomic segregation.

²¹ <https://nj.gov/state/bac/planning/state-plan/development/>, accessed February 11, 2026.

- Minimize proximity to negative land uses. Proximity to landfills, garbage dumps, trash incinerators, prisons, chemical refineries, un-remediated toxic waste sites, and other negative land uses should be avoided.
- Promote center-based planning strategies. Housing, particularly multifamily housing, can be used as an economic and community catalyst in centers.
- Avoid displacement from redevelopment. Redevelopment should not lead to a net reduction in the amount of affordable housing available.

Housing and Transportation (pages 34 & 35)

- Integrate green infrastructure into new housing. Electric vehicle charging stations and related infrastructure, bike racks and lockers, and traffic signals that promote pedestrian and bike safety are critical parts of housing site plans.
 - Boost transit ridership through Transit-Oriented Development. Appropriately sited housing is proven to boost transit ridership while reducing congestion and air pollution.
- Revitalization and Recentering Goal: Revitalize and recenter the State's underutilized developed areas (page 43).

Strategy

Harness the latent human capital and underperforming economic assets located in underutilized activity centers throughout the state, whether urban, suburban, or rural" (page 43).

Priorities

Recentering Underutilized Developed Areas (pages 46 & 47)

- If an area is suitable for redevelopment, a redevelopment plan can be prepared to introduce Center-like features.
- Landscaped buffers used to reduce potential impacts (noise and lighting) to surrounding properties can create impediments to pedestrian circulation and should be modified and/or designed to facilitate pedestrian mobility as part of every recentering effort. Any redevelopment effort undertaken in such areas should seek to integrate green infrastructure features and/or any recoverable nature features into the new layout for the site.

The 2025 Plan also includes a State Plan Policy Map to guide future growth within the State by delineating areas where future growth should be focused to areas where the protection of environmental resources should be the top priority. This Map identifies the Redevelopment Area within the Highlands Area. See the following section for how this redevelopment plan advances the goals, policies and objectives of the Highlands Regional Master Plan.

Highlands Regional Master Plan

The Highlands Region encompasses 88 municipalities, including Mahwah. The Regional Master Plan ("RMP") seeks to evaluate how best to protect the natural and cultural resources of the Highlands Region while striving to accommodate a sustainable economy. Nothing within this document specifically addresses the

Redevelopment Area. However, the Plan does encourage redevelopment. The Redevelopment Area is entirely located in the Highlands Planning Area in the Existing Community Zone ("ECZ"). Additionally, the Redevelopment Area is within a Highlands Designated Center.

The RMP provides many goals, policies, and objectives to guide the development in the Highlands Region. The following goals, policies, and objectives of the RMP could be advanced by a redevelopment plan.

- Goal 6F: Support of compact development, mixed-use development, and redevelopment and maximization of water, wastewater, and transit infrastructure investments for future use of land and development within the ECZ.
 - Policy 6F1: To promote compatible development and redevelopment within the ECZ.
 - Policy 6F3: To ensure that development activities within the ECZ are subject to standards and criteria which ensure that development and redevelopment incorporate smart growth principles and do not adversely affect natural resources.
 - Policy 6F4: To ensure that development and redevelopment within the ECZ are served by adequate public facilities including water supply, wastewater treatment, transportation, educational, and community facilities.
 - Policy 6F5: To ensure that development and redevelopment in the ECZ are compatible with existing community character.
 - Policy 6F6: To encourage new population growth, where desired by the municipality, and development in the ECZ is in the form of center based and mixed-use development.
 - Objective 6F6a: Center based development initiatives shall be planned within the ECZ at densities appropriate to the Zone, the community character, and the State Development and Redevelopment Plan. Densities of five dwelling units and above are encouraged and are required in areas designated as voluntary TDR Receiving Zones where TDR benefits are sought under the Highlands Act.
 - Policy 6F7: To encourage redevelopment in the ECZ as a means to relieve development pressure from more environmentally sensitive areas.
- Goal 6H: Guide development away from environmentally sensitive and agricultural lands and promote development and redevelopment in or adjacent to existing developed lands.
 - Policy 6H4: To promote compatible growth opportunities that include infill development, adaptive reuse, redevelopment, and brownfields redevelopment in existing developed areas.
 - Policy 6H5: To promote land uses which create a sense of place with attractive, walkable neighborhoods that support community connectivity of developed lands and community facilities.
 - Objective 6H5a: Communities of place with a mix of uses, which promote multi-purpose trips, through proximity of neighborhood retail, commercial, and entertainment uses to residential land uses that create communities that are largely self-sufficient regarding daily needs.
 - Objective 6H5b: Communities of place with a pattern of development which promotes the use of transit, walking, and biking.
- Goal 6I: Accommodation of regional growth and development needs through the reuse and redevelopment of previously developed areas, including brownfields, grayfields, and underutilized sites.

- Goal 6K: Concentrate residential, commercial, and industrial development, redevelopment, and economic growth in existing developed areas in locations with limited environmental constraints, access to existing utility, and transportation infrastructure.
 - Policy 6K1: To promote the redevelopment of brownfields, grayfields, and other previously developed areas in a manner consistent with the goals and requirements of the Plan.
- Goal 6Q: Market-rate and affordable housing sufficient to meet the needs of the Highlands Region within the context of economic, social, and environmental considerations and constraints.
 - Policy 6Q2: To promote, where appropriate and permitted by the Land Use Capability Zone, center-based development approaches that address a mix of housing types, support mixed uses, and implement compact development approaches.
 - Policy 6Q3: To promote, where appropriate and permitted by the Land Use Capability Zone, affordable housing within new residential and mixed-use development, redevelopment, or adaptive reuse projects.
 - Policy 6Q4: To encourage the targeting of new housing to areas with compatible existing densities and within walking distance of schools, employment, transit, and community facilities and services.

Additionally, it should be noted that on November 4, 2020, the New Jersey State Planning Commission passed Resolution 2020-12 endorsing the Highlands Regional Master Plan. This means that any municipality deemed by the Highlands Council to be in conformance with the Regional Master Plan (whether previously or in the future) is equivalently deemed to have received Plan Endorsement from the State Planning Commission.

Highlands Economic Sustainability Plan

In March of 2022, the Highlands Council adopted their Economic Sustainability Plan, which focuses on the economic future of the Highlands Region while continuing to protect and enhance the natural resources in the region.²² The Plan provides a sustainability definition, which states, "This plan connects sustainability to the concept of business longevity. This plan seeks to build *economic sustainability* so that a business will be able to:

- Expand employment for high quality, good paying jobs in locations with a diverse housing stock.
- Innovate to the latest in technology uptake.
- Adapt to climate change as needed for their sector.
- Attract appropriate workforce for its operations.
- Remain competitive in their sector.
- Localize or regionalize their supply chains."²³

The Economic Sustainability Plan also provides an action plan to implement the goals, strategies, and actions. Strategy 2B is noted to be a high priority, short-term (within the first year) strategy, Strategy 2D is identified as a high priority with a mid-term (two to four year) timeframe, and Strategy 2G is listed as a highest priority with a mid-term (two to four year) timeframe.²⁴ The first chapter of the document provides background information on the Highlands Region's demographics and socioeconomic information, business and consumer demand, the agricultural industry, recreation and tourism, an evaluation of the Region's workforce, and a discussion on real

²² Highlands Economic Sustainability Plan,

https://www.nj.gov/njhighlands/documents/economic_sustainability/esp_final_2022.pdf, accessed February 11, 2026.

²³ Ibid, page 1.

²⁴ Ibid, page 15.

estate. The second chapter, entitled "Analysis of Growth Potential" utilizes the data provided in Chapter 1 to identify areas for economic growth with a focus on specialized manufacturing, biotechnology and life science, tourism and recreation, finance and insurance, food production, and corporate offices. These discussions are general for the Region and do not specify a municipality for the potential growth.

5. Charging Infrastructure

The LRHL was recently amended to require redevelopment plans to identify locations for public electric vehicle charging infrastructure within the Redevelopment Area in a manner that appropriately connects with an essential public charging network. This document requires compliance with Senate Bill 3223, which was signed by Governor Murphy on July 9, 2021. This law amended the Municipal Land Use Law to require applications involving five or more multi-family units to provide 15% of the required parking spaces as "make-ready" spaces and install electric vehicle supply equipment in at least one-third of those spaces. The remaining two-thirds of the 15% must have electric vehicle supply equipment installed within six years. The law also requires non-residential development to install make-ready spaces dependent on the number of parking spaces proposed.

Mahwah adopted Ordinance 2005 on April 17, 2023, which is based on the statewide model ordinance. See § 24-3.10 for the standards regarding electric vehicle supply and service equipment.

6. Redevelopment Plan

This chapter of the Redevelopment Plan for Block 82, Lots 1 and 3 through 30 provides the general provisions, including the land use and design requirements, for the potential redevelopment of the Redevelopment Area.

6.1 General Provisions

This subsection addresses the requirements under the LRHL regarding relocation, acquisition, and affordable housing. Additionally, deviations from the plan are discussed.

Relocation

The LRHL requires adequate provision for the temporary and permanent relocation of residents in the project area, including an estimate of the extent to which decent, safe, and sanitary dwelling units affordable to displaced residents will be available in the existing local housing market.

Lot 8 contains a residential home, but it is not occupied according to a letter dated June 14, 2024 from Michael R. Roe, Township Fire Official. The only other residential unit is on Lot 22. The property owner(s) must make adequate provisions for the temporary and/or permanent relocation of any residents. This may be addressed in the Redevelopment Agreement.

According to www.apartments.com the following rental opportunities exist within the Township²⁵:

- Rolling Gardens Apartment Homes, which is located at 405 Franklin Turnpike, has one- and two-bedroom rentals with a rent range between \$1,949 and \$2,499 a month. However, both unit types indicate to “call for availability”.
- Lindvale Gardens is located at 101 Bellgrove Drive and has two rental units available for \$2,200 to \$2,650 a month. However, both unit types are noted to be available “soon”.
- Ramapo Gardens, which is located at 441 Franklin Turnpike, has one- and two-bedroom rentals available for \$2,495 to \$2,995 a month.
- There are also nine condos or townhomes, one home, and one mobile home for rent.

There are 38 homes for sale within Mahwah. This includes single-family detached homes, condos, townhomes, and vacant land. Prices range from \$100,000 for a one-bedroom, one-bathroom mobile home to \$22,500,000 for a ten-bedroom, 10.5-bathroom estate.²⁶

This data demonstrates that there are several rental and sale options, with various accommodations and price ranges, within the Township for relocation of the existing tenants/homeowners.

Acquisition

As discussed in Chapter 1., the Township designated Block 82, Lots 1 and 3 through 30 as a Redevelopment Area and Lots 1, 4, 8, 10, and 30 with the power of condemnation. Therefore, under the current redevelopment

²⁵ <https://www.apartments.com/mahwah-nj>, accessed February 11, 2026.

²⁶ <https://www.realtor.com>, accessed February 11, 2026.

designation, the Township has eminent domain powers for certain lots. However, the Township anticipates acquisition of the parcels to occur between the current property owners and Toll Brothers.

Affordable Housing

There are no deed-restricted affordable housing units within the Redevelopment Area. Therefore, this document does not need to provide for any replacement of affordable housing units or relocation of affordable households.

Deviations From Redevelopment Plan Requirements

The Planning Board of the Township of Mahwah may, after review of a site plan that is in one or more aspects inconsistent with the Redevelopment Plan for Block 82, grant deviations from the strict application of the regulations contained in this Plan in accordance with the provisions for bulk variances in N.J.S.A. 40:55D-70c. Notwithstanding the above, no deviations shall be granted that would permit any of the following:

- a use or principal structure that is not otherwise permitted by this document;
- an increase in the maximum permitted floor area ratio;
- an increase in the maximum permitted density; or
- an increase in the maximum permitted height of a principal structure by more than 10 feet or 10%, whichever is less.

6.2 Land Use & Development Requirements

This subsection of the report provides the permitted land uses and building requirements for the Redevelopment Area.

A. Definitions

The following definitions are provided. Any term not defined herein shall rely upon the definitions within Chapter 24 Zoning, specifically §24-1.5b.

BUILDING HEIGHT

The vertical distance measured from the average finished grade to the highest point of the roof surface if the roof is flat, to the deckline of mansard roofs, and to the mid-point of gable, hip and gambrel roofs.

"Average finished grade" shall be the average of eight equally spaced elevations as selected by the applicant along the average finished grade of the building. Building height excludes parapets, mechanical equipment, elevator overruns, and screening associated with such equipment.

MULTIFAMILY DWELLING

A building containing three (3) or more dwelling units that share common horizontal and vertical separations.

STACKED TOWNHOUSE

A one-family dwelling attached in a row of at least three such units in which each unit has its own access to the outside, and each unit is separated from any other unit by one or more vertical and horizontal common fire-resistant walls or other such common wall system as may be approved by the Township Construction Code Official.

TOWNHOUSE

A one-family dwelling in a row of at least three (3) such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one (1) or more vertical common fire-resistant walls.

B. Use and Bulk Requirements

1. Permitted Principal Uses

- (a) Townhouses.
- (b) Stacked townhouses.
- (c) Multifamily dwellings.
- (d) A mixture or combination of the above uses.

2. Permitted Accessory Uses

- (a) Off-street parking subject to §22-6.2 and § 24-3.7.
- (c) Community rooms and amenity spaces related to the residential use for the use of building owners and/or tenants, including, but not limited to recreational and fitness facilities, lobbies, leasing and management offices and mailrooms.
- (d) Fences and walls subject to §24-5.6b.
- (e) Lighting subject to §22-6.4.
- (f) Trash and/or recycling enclosures subject to §22-6.8.
- (g) Roof-mounted solar energy systems subject to §24-3.8i.
- (h) Electric Vehicle Supply/Service Equipment subject to §24-3.10.

3. Area, Bulk and Yard Requirements.

- (a) Minimum lot area — 4 acres.
- (b) Minimum lot width — 150 feet.
- (c) Minimum setback from East Ramapo Avenue — 15 feet.
- (d) Minimum setback from Franklin Turnpike — 20 feet. However, stoops and porches may project up to three feet into the minimum setback.

- (e) Minimum setback from King Street — 13.5 feet.
- (f) All other yard setbacks — 15 feet.
- (g) Maximum improved lot coverage — 70%.
- (h) Maximum lot coverage — 35%.
- (i) Maximum building height — 4 stories and 44 feet. Parapets, mechanical equipment, and screening associated with such equipment shall extend no more than 6 feet above the maximum permitted building height.
- (j) Maximum density — 60 total units.

4. Affordable Housing.

- (a) A minimum of twenty (20%) percent of the units shall be reserved for, and affordable to, very-low-, low-, and moderate-income households.
- (b) The development, unit distribution, income distribution, deed restriction length, and marketing of all affordable units shall be undertaken consistent with §24-8 "Affordable Housing," of this Chapter, and all other applicable law, rules, and regulations, including applicable COAH regulations, the Fair Housing Act, and the Uniform Housing Affordability Controls in effect at the time of application.
- (c) Affordable housing units shall comply with the Uniform Housing Affordability Controls in effect at the time of application.
- (d) The developer shall be responsible for all costs as permitted by law associated with the initial rental and/or sale of the affordable units, and for the continuing administration of the affordable units and the preservation of the creditworthiness of the units.
- (e) All necessary steps shall be taken to make the affordable units provided creditworthy pursuant to applicable law.

C. Additional Requirements

1. Off-Street Parking Requirements.

- (a) Off-street parking shall be in accordance with §24-3.7.
- (b) All parking spaces shall measure no less than nine (9') feet in width by eighteen (18') feet in length.

- (c) Off-street parking shall be provided in accordance with §22-6.2a. All required parking shall be provided on site.
- (d) Parking lot lighting shall comply with §22-6.4.
- (e) Within surface parking lots one (1) landscape island shall be provided for every twenty-five (25) parking spaces. Said landscape island shall contain a minimum of one hundred sixty (160) square feet. At least half of the landscape islands shall contain a shade tree and other landscaping; the remainder shall contain shrubs. Said shade tree shall be three (3") inches in caliper at installation.
- (f) Sidewalks and landscaped beds along the East Ramapo Avenue street frontage shall be a minimum of eight (8') feet wide.

2. Building Design.

- (a) Building wall offsets, including both projections and recesses, shall be provided along any street-facing building wall measuring greater than fifty (50') feet in length in order to provide architectural interest and variety to the massing of a building and relieve the negative visual effect of a single, long wall.
- (b) The maximum spacing between such offsets shall be forty-five (45') feet. The minimum projection or depth of any individual vertical offset shall not be less than one (1') foot.
- (c) A "human scale" of development should be achieved at grade and along street frontages through the use of such elements as windows, doors, columns, awnings and canopies.
- (d) Design emphasis should be placed on primary building entrances. They should be vertical in character, particularly when there is the need to provide contrast with a long linear building footprint and such details as piers, columns, and framing should be utilized to reinforce verticality.
- (e) The architectural treatment of a facade shall be completely continued around all street-facing facades of a building. All sides of a building shall be architecturally designed to be consistent regarding style, materials, colors and details.
- (f) If the building has a flat roof, a parapet shall project vertically to hide any roof-mounted mechanical equipment.
- (g) Building facades visible from any street shall consist of durable, long-lasting materials.
- (h) Heating, ventilating and air-conditioning systems, utility meters and regulators, exhaust pipes and stacks, satellite dishes and other telecommunications receiving devices shall be screened or otherwise specially treated to be, as much as possible, inconspicuous as viewed from the public right-of-way and adjacent properties.
- (i) All rooftop mechanical equipment shall be screened from view from all vantage points at grade or below the roof.

(j) Placement of any packaged terminal air conditioner units within the facade is prohibited.

3. Landscaping.

- (a) Areas of the property not used for buildings, parking or other impervious surfaces shall be landscaped.
- (b) Landscaping shall be provided to promote a desirable visual environment, to accentuate building design, define entranceways, screen parking areas, mitigate adverse visual impacts, provide windbreaks for winter winds and summer cooling for buildings, and enhance buffer areas. Plants and other landscaping materials shall be selected in terms of aesthetic and functional considerations. The landscape design shall create visual diversity and contrast through variation in size, shape, texture and color. The selection of plants in terms of susceptibility to disease and insect damage, wind and ice damage, habitat, soil conditions, growth rate, longevity, root pattern, maintenance requirements, etc., shall be considered.
- (c) Foundation plantings shall be provided around all buildings if the sidewalk is not directly adjacent to the structure. These plantings shall include species that provide seasonal interest at varying heights to complement and provide pedestrian scale to the proposed architectural design of the buildings. The foundation planting shall incorporate evergreen shrubs and groupings of small trees in order to provide human scale to building facades and winter interest.
- (d) If an outdoor dumpster is utilized for the storage of trash and recycling, it shall be screened and fully enclosed with a solid enclosure a minimum six (6') feet in height. Alternatively, refuse and recycling may be stored inside the building(s).

4. Signs, subject to §24-6, except that:

- (a) Residential uses shall be permitted one ground or wall sign per street frontage, which identifies the development, subject to the following parameters:
 - (1) A maximum sign area of forty (40) square feet.
 - (2) The top edge of a wall sign shall not be installed above the bottom of any second-floor windows or within three (3) feet of the top of a parapet.
 - (3) Said signs may be illuminated.

5. Other Regulations. Refer to Chapter 24 Zoning for all other regulations regarding land use that are not covered under the above sections. This includes but is not limited to – accessory structures (§24-3.6c.), performance standards and design criteria (§24-5), and affordable housing regulations (§24-8.1).

7. Relationship to Zoning

7.1 Zoning Provisions

Effect of Plan

The Redevelopment Plan for Block 82, Lots 1 and 3 through 30 supersedes the existing zoning for the 13 parcels within the Redevelopment Area and the applicable provisions of the Township of Mahwah's Zoning Ordinance.

Terms & Definitions

Any terms or definitions not addressed within this Redevelopment Plan for Block 82, Lots 1 and 3 through 30 shall rely on the applicable terms and conditions set forth in Chapter 24, Zoning.

Other Applicable Design & Performance Standards

Any design or performance standards not addressed within this Redevelopment Plan for Block 82, Lots 1 and 3 through 30 shall rely on the applicable design and performance standards set forth in Chapter 24, Zoning.

Conflict & Severability

If any word, phrase, clause, section or provision of this plan, is found by a court or other jurisdiction to be invalid, illegal or unconstitutional; such word, phrase, section or provision shall be deemed severable and the remainder of the Redevelopment Plan for Block 82, Lots 1 and 3 through 30 shall remain in full force and effect.

7.2 Zoning Map Revision

This Redevelopment Plan for Block 82, Lots 1 and 3 through 30 supersedes the underlying zoning, which requires the Official Zoning Map to be amended for the 13 parcels. The Zoning Map is hereby amended to illustrate the following block and lots as the "Block 82 Redevelopment Zone":

- Block 82, Lot 1
- Block 82, Lot 4 (includes Lots 3, 5, 6, & 7)
- Block 82, Lot 8 (includes Lot 9)
- Block 82, Lot 10 (includes Lot 11)
- Block 82, Lot 12 (includes Lots 13, 14, & 15)
- Block 82 Lot 16 (includes Lot 17)
- Block 82, Lot 19 (includes Lot 18)
- Block 82, Lot 22 (includes Lots 20 & 21)
- Block 82, Lot 25 (includes Lots 23 & 24)
- Block 82, Lot 26
- Block 82, Lot 28 (includes Lot 27)
- Block 82, Lot 29
- Block 82, Lot 30

8. Amendments & Duration

8.1 Amendments to the Redevelopment Plan

This plan may be amended from time to time in accordance with the procedures of the LRHL. To the extent that any such amendment materially affects the terms and conditions of duly executed redevelopment agreements between one or more redevelopers and the Township of Mahwah, the provisions of the redevelopment plan amendment will be contingent upon the amendment of the redeveloper agreement to provide for the plan amendment.

8.2 Recommendations for Redevelopment Agreement Provisions

While this plan provides an outline for the redevelopment of the designated Redevelopment Area, the details of how the redevelopment will be implemented will need to be specified in a redevelopment agreement that is negotiated between the Township and the redeveloper(s). No development shall proceed to the Mahwah Planning Board for subdivision or site plan approval until after a redevelopment agreement is executed by the Township of Mahwah in accordance with Section 9 of the LRHL. The redevelopment agreement shall conform to the provisions of this Plan.

8.3 Certificates of Completion & Compliance

Upon the inspection and verification by the Township Council that the redevelopment of a parcel subject to a redeveloper agreement has been completed, a Certificate of Completion and Compliance will be issued to the redeveloper and such parcel will be deemed no longer in need of redevelopment.

This plan will remain in effect until Certificates of Completion have been issued for the designated parcels, or until the plan is deemed no longer necessary for the public interest and repealed by Ordinance of the Township Council.

8.4 Designation of Redeveloper(s)

In order to assure that the vision of the plan will be successfully implemented in an effective and timely way and in order to promptly achieve the goals of the plan, the Township Council, acting as the Redevelopment Entity, will designate the redeveloper(s) for any redevelopment project in the area governed by this plan. All redeveloper(s) will be required to execute a redevelopment agreement satisfactory to the Township Council as one of the requirements to be designated as the redeveloper(s).

9. Appendix

- A. Township Council Resolution #159-22
- B. Ordinance 1985
- C. Ordinance 2009
- D. June 28, 2024 Court Order
- E. Second Amendment, FSHC Settlement Agreement, dated July 23, 2024
- F. Ordinance 2039

Appendix A | Township Council Resolution #159-22

RESOLUTION
TOWNSHIP OF MAHWAH
P.O. BOX 733
MAHWAH NJ 07430

Resolution #159-22

Date: April 28, 2022

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma				✓		
Bolan			✓			
Ervin						✓
Ferguson	✓		✓			
Paz		✓	✓			
Wong						✓
May			✓			

WHEREAS, by Resolution #068-22, dated January 20, 2022, the Township Council awarded a Professional Services Contract to Colliers Engineering and Design ("Colliers"), to serve as Township Planner for 2021; and

WHEREAS, the Township requires Professional Planning Services in connection with a Rezoning or Redevelopment Plan and Land Use Plan Element Amendment for Block 82, Lots 1-30; and

WHEREAS, Colliers Engineering has submitted a proposal dated March 18, 2022, to perform the required services for an amount not-to-exceed \$13,675.00, and

WHEREAS, the CMFO, has provided a Certification as to the Availability of Funds in Account # 01-201-21-180100-204 (Professional Services);

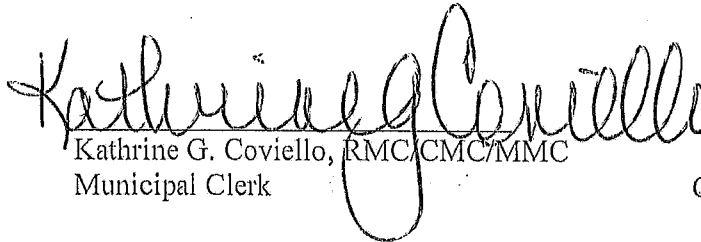
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mahwah that a Contract Amendment be and is hereby awarded to Colliers in a not-to-exceed amount of \$13,675.00 for services as specified in Collier's proposal; and

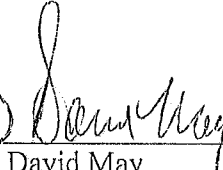
BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized and directed to execute a Contract with Colliers in a form to be approved by the Township Attorney; and

BE IT FURTHER RESOLVED, that the Township Clerk shall cause a notice of this action to be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution and Contract Amendment on file and available for inspection in the office of the Township Clerk and shall forward a copy of this Resolution to the Mayor; Business Administrator; QPA; CMFO; Administrative Support Specialist, Director of Planning and Zoning; and Colliers Engineering and Design 53 Frontage Road, Suite 110, Hampton, NJ 08827.

I hereby certify that this Resolution consisting of two pages, was adopted at a meeting of the Township Council of the Township of Mahwah, on the 28th day of April, 2022.


Kathrine G. Coviello, RMC/CMC/MMC
Municipal Clerk


David May
Council President

Appendix B | Ordinance 1985

**TOWNSHIP OF MAHWAH
ORDINANCE NO. 1985**

**ORDINANCE OF THE TOWNSHIP OF MAHWAH, COUNTY OF
BERGEN, STATE OF NEW JERSEY, ADOPTING THE
REDEVELOPMENT PLAN FOR BLOCK 82, LOTS 1 AND 3 THROUGH
30**

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("LRHL"), provides a mechanism to assist local governments in efforts to promote programs of redevelopment and sets forth the procedures for the Township of Mahwah to declare an area in need of redevelopment, along with the development and effectuation of a redevelopment plan; and

WHEREAS, by Resolution 176-21 adopted on April 1, 2021, the Township Council ("Council") authorized the Mahwah Township Planning Board ("Board") to conduct a preliminary investigation to determine if an area encompassing Block 82, Lots 1 through 30 ("Study Area") constituted an area in need of redevelopment as defined under the LRHL; and

WHEREAS, Colliers Engineering and Design produced a study entitled, "Redevelopment Determination of Need Study" dated April 1, 2022 ("Study") and presented the Study at a duly noticed April 25, 2022 Board meeting, which Study included a map of the Study Area and was circulated to the members of the Board and provided to the public in accordance with the time and other notice provisions of the LRHL; and

WHEREAS, the Study provided detailed information regarding the Study Area and the applicable statutory criteria required to be evaluated, based on which the Study concluded that the Study Area affirmed the LRHL criteria to enable the Board to recommend to the Council that an AINR designation was warranted; and

WHEREAS, at the public hearing, the Board accorded to all members of the public the opportunity to offer their comments regarding the Study Area, which comments were made part of the public record; and

WHEREAS, after discussion and consideration, the Board adopted a motion concluding that the Study Area met the criteria under the LRHL as an area in need of non-condemnation redevelopment and forwarded that recommendation to Council; and

WHEREAS, on May 9, 2022 the Planning Board adopted a resolution, memorializing the Board's determination and setting forth detailed reasons and criteria on which the determination was based; and

WHEREAS, on May 19, 2022, the Township Council reviewed the Study and Board's resolution and found, consistent with the Board's recommendation based on the Study, that the LRHL criteria for determination of an area in need of non-condemnation redevelopment were satisfied with respect to the Study Area, except that the Council found it appropriate to remove Block 82, Lot 2 from the determination because Lot 2 is a fully developed operational property that differs in character from the rest of the proposed redevelopment area; and

WHEREAS, based upon the facts and findings of the Study, all made in accordance with N.J.S.A. 40A:12A-6, the Council adopted the Board's recommendations memorialized in the Board's May 9, 2022 resolution, and adopted Resolution 185-22 declaring Block 82, Lots 1 and 3 through 30 an area of non-condemnation redevelopment, duly served notice as required by law, and directed and authorized Colliers to prepare a redevelopment plan for the properties designated by the resolution as an area in need of non-condemnation redevelopment; and

WHEREAS, Colliers prepared and submitted to the Township a redevelopment plan dated September 8, 2022 entitled, "Redevelopment Plan for Block 82, Lots 1 and 3 through 30" ("Redevelopment Plan") outlining the planning, development and redevelopment of the Redevelopment Area in accordance with N.J.S.A. 40A:12A-7; and

WHEREAS, the Board received a copy of the Redevelopment Plan and performed a Master Plan Consistency review at the September 12, 2022 Board meeting, finding it consistent with the Township Master Plan that had been recently amended by the Board's approval of a 2022 Land Use Element Amendment; and

WHEREAS, by resolution adopted on September 26, 2022, the Board memorialized its determination and set forth general comments for consideration by Township Council.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, as follows:

SECTION 1. The Redevelopment Plan, attached hereto as Exhibit A and made a part hereof, is hereby approved pursuant to N.J.S.A. 40A:12A-7.

SECTION 2. The Redevelopment Plan is hereby incorporated into the Township's Zoning Ordinance, Chapter 24, as Attachment 10 entitled "Block 82, Lots 1 and 3 through 30 Redevelopment Zone."

SECTION 3. The Zoning Map in the Township's Zoning Ordinance is hereby amended to include the Redevelopment Area in accordance with the boundaries described in the Redevelopment Plan and the provisions contained therein.

SECTION 4. All ordinances or parts of ordinances in conflict or inconsistent with the provisions of this ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 5. In case, for any reason, any section or provision of this Ordinance shall be held to be unconstitutional or invalid, the same shall not affect any other section or provision of this Ordinance, except so far as the section or provision so declared unconstitutional or invalid shall be severed from the remainder or any portion thereof.

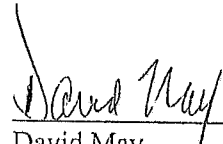
SECTION 6. This ordinance shall take effect twenty (20) days following final passage, approval, and publication as required by law.

Ordinance No. 1985

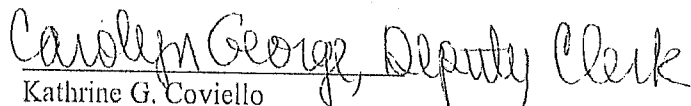
Page: 41

Dated: November 22, 2022

Attest

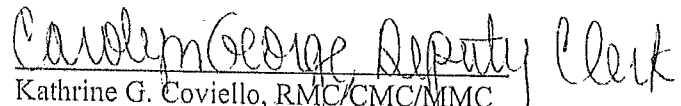


David May
Council President



Kathrine G. Coviello
Municipal Clerk

I, Kathrine G. Coviello, Municipal Clerk of the Township of Mahwah, hereby certify that the within Ordinance was passed and adopted at a meeting of the Township Council held on the 27th day of October, 2022.



Kathrine G. Coviello, RMC/CMC/MMC
Municipal Clerk

Appendix C | Ordinance 2009

**TOWNSHIP OF MAHWAH
ORDINANCE NO. 2009**

AN ORDINANCE OF THE TOWNSHIP OF MAHWAH, COUNTY OF BERGEN, STATE OF NEW JERSEY, AMENDING THE REDEVELOPMENT PLAN FOR BLOCK 82, LOTS 1 AND 3 THROUGH 30 (MONARCH) FOR THE SOLE PURPOSE OF LIMITING AFFORDABLE ASSISTING LIVING BEDS TO A MAXIMUM OF TWO BEDS PER ROOM

WHEREAS, on October 27, 2022, the Township of Mahwah adopted Ordinance 1985, adopting a redevelopment plan for the properties known as Block 82, Lots 1 and 3 through 30, more commonly known as Monarch; and

WHEREAS, it was subsequently determined that the law does not permit more than two individuals within an assisted-living component, and accordingly, it is necessary to amend the redevelopment plan to increase the number of permitted units from 157 to 160 units; and

WHEREAS, this increase will not change the buildout, the square footage, the height, or any other bulk requirements of the project and is solely being made to ensure consistency with the law and the Order of the Court.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, as follows:

SECTION 1. The Township Council hereby authorizes the amendment to the redevelopment plan attached hereto and incorporated herein, increasing the total number of permitted units from 157 to 160 units so that no more than two individuals may reside in the affordable apartments within the assisted living component.

SECTION 2. This amendment to the redevelopment plan does not change any other aspects of the buildout of the property, including the square footage, the height or any other bulk requirements of the project.

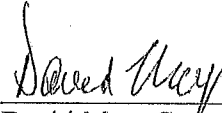
SECTION 3. All ordinances or parts of ordinances in conflict or inconsistent with the provisions of this ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 4. In case, for any reason, any section or provision of this Ordinance shall be held to be unconstitutional or invalid, the same shall not affect any other section or provision of this Ordinance, except so far as the section or provision so declared unconstitutional or invalid shall be severed from the remainder or any portion thereof.

SECTION 5. This ordinance shall take effect twenty (20) days following final passage, approval, and publication as required by law.

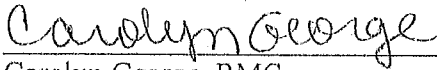
Introduced: May 15, 2023
Adopted: July 17, 2023
Effective Date: August 6, 2023

TOWNSHIP OF MAHWAH



David May, Council President

ATTEST:



Carolyn George, RMC
Municipal Clerk

Appendix D | June 28, 2024 Court Order

311 Broadway, Suite A
Point Pleasant Beach, NJ 08742
(732) 612-3100

By: Michael J. Edwards (Attorney ID: 032112012)
William E. Olson (Attorney ID: 381082022)
Attorneys for Declaratory Plaintiff, Township of Mahwah

IN THE MATTER OF THE
APPLICATION OF THE TOWNSHIP OF
MAHWAH, COUNTY OF BERGEN

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

DOCKET NO.: BER-L-6281-15

Civil Action
Mount Laurel

ORDER

THIS MATTER having been opened to the Court by Michael J. Edwards, Esq. of the law Firm Surenian, Edwards, Buzak & Nolan LLC, attorneys for the Township of Mahwah; and the Court having considered the motion papers of the Township, the opposition papers filed and the reply papers of the Township; and the Court having considered oral argument and for good cause shown

IT IS ON THIS 28th day of June 2024, ORDERED as follows:

1. The Township of Mahwah's motion for relief from the Monarch Development Company JV, LLC ("Monarch") Memorandum of Understanding ("MOU"), dated July 19, 2022, between the Township and Monarch is hereby **GRANTED**; and it is further
2. **ORDERED**, the Order approving the Monarch Development JV, LLC, MOU dated November 14, 2022, is hereby null and void; and it is further
3. **ORDERED**, that the Township is entitled to continuing immunity under its Judgment of Compliance and Repose and maintains discretion to cure the crediting gap created by MTCR and/or Monarch's failure to perform, subject to:

- a. The terms of the preexisting FSHC Settlement as may be modified by this Order;
 - b. A final Fairness and/or Compliance Hearing on the amendments made to offset the credits lost through the MTCR/Monarch failure to perform.
4. **ORDERED**, the Township's motion for relief from the Amended Settlement Agreement with the Fair Share Housing Center ("FSHC") dated October 11, 2022 is hereby **GRANTED** to the extent any reference to the Monarch JV MOU project is deleted therein. The remainder of the Amended FSHC Agreement dated October 11, 2022, shall remain in full force and effect; and it is further
5. **ORDERED**, a copy of this Order shall be considered served on all counsel of record via eCourts. The Borough shall provide a copy of this order to the Court Master via email.


Hon. Christine A. Farrington, J.S.C., ret'd, t/a

Opposed

NOT TO BE PUBLISHED WITHOUT THE APPROVAL
OF THE COMMITTEE ON OPINIONS

SUPERIOR COURT OF NEW JERSEY
BERGEN COUNTY: LAW DIVISION,
CIVIL PART
DOCKET NUMBER: BER-L-6281-15

IN THE MATTER OF THE
TOWNSHIP OF MAHWAH
Plaintiff,

DECISION
(MOUNT LAUREL)

Argued: June 28, 2024

Decided: June 28, 2024

MICHAEL J. EDWARDS, ESQ. Surenian Edwards Buzak & Nolan, LLC for
the Township of Mahwah

PETER M. FLANNERY, Bisgaier Hoff, for MTCR

CHRISTINE FARRINGTON, J.S.C., ret'd, t/a

This matter comes before the court on motion of the Township and cross motion of MTCR to vacate the November 14, 2022 order of this court which approved the Memorandum of Understanding between the Township and Monarch/MTCR. The Township also seeks an order preserving its immunity from builder remedy suits and the ability to modify its settlement agreement with FSHC to the extent that agreement references the Monarch JV agreement and preserves to the Township the discretion to address the gap left by the

failure of MTCR to perform. MTCR seeks an order compelling the Township to prepare a new inclusionary zone plan for the property designated as Block 82, Lots 1, 3-30 on the Township of Mahwah tax maps.

In its statement of fact, the Township notes the court scheduled a Compliance Hearing for February 22, 2024. Prior to the Compliance Hearing, MTCR reached out to the Court's Special Adjudicator, Elizabeth McManus, PP/AICP, and requested a postponement of the Compliance Hearing to further mediate issues involving the development of MTCR's site, arguing that the proposed project was no longer viable. By letter dated February 11, 2024, Ms. McManus filed a letter with the Court requesting the Court convert the February 22, 2024, Compliance Hearing into a Case Management Conference, and asked MTCR and the Township to submit a letter regarding their positions for the Court. The Township filed its letter on February 14, 2024. MTCR filed their letter on February 20, 2024. In their February 20, 2024, correspondence to the Court, Monarch advised it had been "dissolved and divested." Further, in MTCR's February 20, 2024, letter, they state, "MTCR cannot proceed with the development of what is now an unfinanceable assisted living facility without an operator, and the parties cannot agree on an alternative inclusionary development on the Property." The Township notes MTCR maintains it is not Monarch, but the Township views this as a distinction without a difference.

The Township argues if MTCR does not avail itself to the terms of the Monarch MOU, then the Court need not even to consider this motion, and FSHC and the Township can continue amending this plan and proceed forward without the requirement of relief from settlement. If MTCR is claiming it is not Monarch but still claims an interest in the Agreement, it leaves MTCR in the same posture as Monarch.

Following the Court's holding of the Case Management Conference on February 22, 2024, the Township, MTCR, FSHC, and Ms. McManus mediated several times. No agreement was reached.

The Township relates in its brief the long and involved process it engaged in to come to agreement with Monarch/MTCR. The Township notes that it was only after the Township adopted a revised Housing Element and Fair Share Plan ("HEFSP"), and noticed for a final Compliance Hearing, that MTCR wrote to the Adjudicator and later the Court to delay the hearing because Monarch no longer existed, and the project was no longer viable. The Township asserts on that basis the Township is entitled to relief from the Settlement Agreement and the freedom to enter an amended settlement with FSHC on terms of its own discretion subject to COAH's regulations, approval from this Court, which will include an opportunity to object from MTCR -- and whatever residual relief it may or may not need from the FSHC Agreement

to effectuate that change.

MTCR argues the zoning for its property no longer provides a realistic opportunity for affordable housing and the Township failed to comply with the terms of the Fairness Order. It seeks revised zoning for its property and alleges the actions of the Township delayed its application for senior housing. However, MTCR concedes:

By July 2023, the senior care market had imploded, the purchase and sale contract between MTCR and Monarch had terminated, and Monarch itself had dissolved and disinvested. MTCR informed Mahwah of these circumstances and attempted to salvage the development of the Senior Care Use on the Property. MTCR reached out to every senior care operator in the Mid-Atlantic and Northeast Region – at least 13 experienced developers in total – as well as their institutional equity providers to take over the development of the Property, but without success.

MTCR further alleges Mahwah failed to execute a second MOU which was required to MTCR to have successor interests in the property as it was not a party to the first MOU with Monarch.

Whatever the culpability of the Township vis a vis the failure to timely execute the amended MOU, in the end the proposed development, the subject of both MOUs, is no longer viable. MTCR is also granted relief from the judgment.

Pursuant to R. 4:50-1, such relief may be granted more liberally in a Mount Laurel case as noted in the Comment to the Rule:

Subsection (e) provides a mechanism for relief from a judgment or order whose continued prospective application is no longer equitable because of changed legal or factual circumstances. See DEG, LLC v. Township of Fairfield, 198 N.J. 242, 266 (2009) (relief under this provision must be supported by changed circumstances). While ordinarily stringently applied, this provision is particularly applicable to judgments entered in public interest litigation calling for continuing judicial oversight and, in that context, has been typically applied to Mount Laurel litigation. See Toll Bros. v. West Windsor Twp., 334 N.J. Super. 77 (App. Div. 2000), certif. den. 168 N.J. 295 (2001); Mt. Olive Com. v. Tp. of Mt. Olive, 340 N.J. Super. 511, 528-530 (App. Div. 2001), reaff'd after remand 356 N.J. Super. 500 (App. Div.), certif. den. 176 N.J. 73 (2003); Deland v. Tp. of Berkeley Heights, 361 N.J. Super. 1, 16 (App. Div.), certif. den. 178 N.J. 32 (2003)."

Clearly, the changed circumstances here and the court's continued oversight of the Township's constitutional obligation to provide affordable housing and the interests of the protected class warrant relief from judgment.

Having determined the Township and MTCR are entitled to relief from the judgment, the court considers whether MTCR is entitled to a new inclusionary zoning plan. The court has determined it is not.

As argued by the Township, the entire Mount Laurel doctrine is predicated upon incentivizing voluntarily compliance in lieu of litigation. See Southern Burlington County N.A.A.C.P. v. Mount Laurel Tp., 92 N.J. 158, 214 (1983) ("Mount Laurel II"), (wherein the Supreme Court announced that one of the goals of its opinion was to promote voluntary municipal

compliance); see also N.J.S.A. 52:27D-303 (wherein the Legislature announced that the goal of the FHA was to facilitate compliance without litigation). The incentive created under the doctrine gives the Township the discretion to determine how it shall comply and where the affordable units will be located. The Township has committed to meeting its entire obligation for affordable housing. Considering that commitment, the court declines to address MTCR's argument that the site density of 14 units is insufficient. The Township has no obligation to utilize the Monarch/MTCR site and in fact is satisfying its Third-Round obligation by mechanisms other than the inclusionary zoning of the Monarch/MTCR site.

The appropriate orders have been prepared and uploaded. Those orders include the extension of immunity to the Borough. The court provides all parties with copies of this decisions and orders via eCourts this date.


CHRISTINE FARRINGTON, J.S.C., ret'd, t/a

Appendix E | Second Amendment, FSHC Settlement
Agreement, dated July 23, 2024

AGREEMENT TO RESOLVE ISSUES BETWEEN THE TOWNSHIP OF MAHWAH AND FAIR SHARE HOUSING CENTER CONCERNING THE TOWNSHIP'S MOUNT LAUREL FAIR SHARE OBLIGATIONS AND THE MEANS BY WHICH THE TOWNSHIP SHALL SATISFY SAME.

**In the Matter of The Application of The Township of Mahwah,
County of Bergen, Docket No. BER-L-6281-15**

2ND AMENDMENT

This Second Amendment, dated _____ (the "Second Amendment"), to the Settlement Agreement, signed June 8, 2018 ("the 2018 Settlement Agreement") and amended via the "First Amendment", dated October 11, 2022 (collectively, the June 8, 2018 agreement and the October 11, 2022, First Amendment, will be referred to as the "Initially Amended Agreement") , is made by and between:

TOWNSHIP OF MAHWAH, a municipal corporation of the State of New Jersey, County of Bergen having an address at 475 Corporate Drive, Mahwah, New Jersey 07430 (hereinafter the "Township" or "Mahwah").

And

FAIR SHARE HOUSING CENTER, having an address at 510 Park Boulevard Cherry Hill, New Jersey 08002, (Hereinafter "FSHC") (Collectively, FSHC and the Township shall be referred to as the "Parties").

WHEREAS, since its execution, there have been several changes in circumstances that require a second amendment to the Initially Amended Agreement.

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree to further amend the Initially Amended Agreement as follows:

1. The Initially Amended Agreement remains binding and valid except as modified by this Second Amendment. Where a conflict exists between the Initially Amended Agreement and the Second Amendment, the Second Amendment shall control. For ease of reference, the First Amendment (which attaches the 2018 Settlement Agreement) is attached hereto as Exhibit A. The Parties will seek Court approval of this Second Amendment in the manner described Paragraph 24 of the 2018 Settlement Agreement. The Township will then amend its Housing Element and Fair Share Plan ("HEFSP") accordingly and seek approval of the amended HEFSP at a final compliance hearing pursuant to the procedures described in paragraph 17 of the 2018 Settlement Agreement.
2. FSHC and Mahwah hereby agree that Mahwah's affordable housing obligations shall remain as described in the 2018 Settlement Agreement, which are as follows:

- a. Rehabilitation Share: 7
 - b. Prior Round obligation (N.J.A.C. 5:93): 350
 - c. Round 3 Obligation (Per Dr. Kinsey as adjusted via the 2018 Agreement): 830
3. The Township shall comply with its Prior Round obligation as described in Paragraph 7 of the 2018 Settlement Agreement.
4. **Round 3:** The Township's 2018 Settlement Agreement was predicated upon a Vacant Land Adjustment, yielding an RDP of 250. By way of the Initially Amended Agreement, the Township agreed to comply with its entire obligation. Since that time, the Monarch project has become unrealistic been removed from this settlement agreement and replaced with other projects and credits. The below chart represents the modified compliance techniques for Round 3, which shall control pursuant to this Second Amendment:

<u>Project</u>	<u>Units</u>	<u>Bonus</u>	<u>Type/Tenure</u>	<u>Status</u>
Surplus Prior Round Credits				
Ramapo Brae for sale units	35		Family Sale	Complete
Society Hill – Village II	60		Family For-Sale	Complete
Society Hill – Village III Darlington Ridge	80		Family For-Sale	Complete
Franklin Heights	73		Family For-Sale	Complete
Ridge Gardens	120		Family For-Sale	Complete
Extension of Affordability Controls				
Ramapo Brae –Rental	54		Family Rental	Complete
Completed Extensions Pursuant to Original 2018 Agreement	13		Family For-Sale	Complete
Additional Extensions Pursuant to Amended Agreement	35		Family For-Sale	Substantially Complete ¹
Market to Affordable				
Norfolk Village	45	15	Age-Restricted Rental	Constructed
New Municipally-Sponsored Market To Affordable Program	7	5	2 family sale 5 family rental	Substantially Complete ²
100 % Affordable Developments				
Madeline	13	4	Senior Rental	Complete

¹ 32 of the 35 extensions are complete. The Township agrees to attempt to extend at least 3 additional extensions by the time of a final compliance hearing. To the extent the incomplete extensions are not perfected by the time of the compliance hearing, the Township's surplus shall be reduced accordingly.

² The 2022 First Amendment provided for 9 MTA units. The Township has completed 6 total as of the date of this agreement (4 of which are rental units). The Parties agree to reduce this program to 7 units for Round 3, of which 5 shall be rental. The remaining and final rental unit may be 1, 2 or 3 bedrooms.

Madeline (Special Needs)	8	8	Alt Living Arrangements	Complete
70 Island Road (BCUW)	19	19	Special Needs Rental	Approved Development Application
BCUW additional units (Special Needs)	2	2	Special Needs	Complete
Children's Aid	4	4	Special Needs	Complete
Lotito 100%	10	10	6 Family Rental 4 Special Needs	Proposed
Nouvelle/Stag Hill	6	6	Special Needs	Proposed
New Concepts for Living	6	6	Special Needs	Proposed
Inclusionary Developments				
Crossroads Alternative Development	74	74	Family Rental	Approved Development Application
Brandywine	11		Senior rental; Assisted Living	Complete
Fyke Road	5	5	Family Rental	Proposed
Lotito Inclusionary	3	3	Family Rental	Proposed
Totals	682	161 (208 cap)		
Grand total		843		
Surplus		13		

5. **Approved Round 3 Mechanism:** The Township's credits have already been established and approved for the following Round 3 projects and are thus not described in detail in the Second Amendment (see relevant portions of the Township's approved 2019 Housing Element and Fair Share Plan ("HEFSP") attached hereto as Exhibit B and the approved Initial Settlement Agreement, which is attached hereto as a part of Exhibit A). This amendment, and the subsequent evaluation at a fairness hearing, will focus on new and proposed mechanisms.
6. **Proposed or Modified Round 3 Mechanisms:** The Township shall create a realistic opportunity for the construction of the projects described in this paragraph as follows:
 - a. **Lotito Commercial/Inclusionary:** Block 70, Lot 40. The Township has adopted an area in need of rehabilitation for the Lotito Site, inclusive of the Lotito Commercial/Inclusionary component/site and the Nouvelle/Lotito sites/component, which is described separately below. The Township is the contract purchaser of the entire redevelopment area, as of the date of this agreement. The Inclusionary Component creates a realistic opportunity for the construction of a minimum of 20 units, with a 3-unit set aside. The Township adopted a Redevelopment Plan via Ordinance 2028 on April 22, 2024 that permits a maximum density of 14 units per acre for this site. Within 30 days of

the entry of this agreement, the Township shall select a redevelopment/developer for the Commercial/Inclusionary component.

- b. **Municipally Sponsored New Projects:** For each Project listed in 6.b below, and in accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township has met this obligation by Resolution of Intent to Bond, dated June 2019. In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity.
- i. **Nouvelle/Lotito:** Block 70, Lots 37 and 38. The Township has adopted an area in need of rehabilitation for the Lotito Site, inclusive of the Lotito Commercial/Inclusionary component/site and the Nouvelle/Lotito sites/component: the Nouvelle/Lotito component consists of 10 affordable “units”, which includes 6 family rental units with a veteran’s preference and 4 special needs bedrooms. The Township adopted a Redevelopment Plan on April 22, 2024 via Ordinance 2028 that permits each use.
- ii. **Nouvelle/Stage Hill:** Block 2, Lot 15. Nouvelle/Stag Hill Project consists of 6 affordable special needs bedrooms. Nouvelle submitted its declaration application to NJHMFA, which was approved in January of 2024. They have also submitted a commitment application to Bergen County Home for gap funding in December 2023. Nouvelle has a MOU agreement with YAI, Inc. as a service provider for the home. An engineering firm has been engaged to prepare design plans for the site.
- iii. **New Concepts For Living:** Block 152, Lot 68.01. New Concepts for living has proposed a new group home located at a single family home within the Township. To assist with the conversation of the group home, the Township has pledged \$450,000.00 to New Concepts for Living. Additionally, the Township has agreed to expedite the review process. The parties have executed an MOU to that effect. New Concepts For Living Project consists of 6 affordable special needs bedrooms.

- iv. **BCUW:** The Initially Amended Agreement failed to account for 2 existing BCUW units, which are deed restricted and credit-worthy as documented in Exhibit C to this agreement.
 - c. Monarch Removal: Monarch/MTCR shall be removed from the Round 3 plan, including the removal of all credits/bonus credits.
 - d. MTA: The MTA Program, described in the Initially Amended Agreement, shall be modified as follows:
 - i. The Round 3 component of the MTA program shall be reduced from 9 units to 7 units.
 - ii. 5 of the 7 units shall be family rental.
 - e. Bonuses: The bonuses associated with the Monarch Site shall be removed for Round 3 and new bonuses shall be claimed in a manner consistent with Paragraph 4 of this Second Amendment.
 - f. The Parties recognize that the Township's replacement mechanisms for Monarch's failure to perform were provided on an accelerated timeline and thus, to the extent any of the above mechanisms fails, the Township retains the right to remove and replace any of the new mechanisms subject to the consent and approval of FSHC.
7. **Round 4:** In addition to the foregoing, the Initially Amended Agreement recognizes that the Township has extended controls on 35 units in the sale component of the Ramapo Brae development subject to changes in the law that might govern those credits. This Second Amendment Proposes the following Round 4 additional mechanisms. All mechanisms in this Paragraph 7 are subject to controlling law and jurisdiction pursuant to P.L 2004, c.2. or any subsequent and controlling changes in law
- a. 2 MTA units
 - b. Block 82, Lots 1 and 3 through 30: The Township has adopted a non-condemnation area redevelopment plan for Block 82, Lots 1 and 3 through 30 on October 27, 2022, which was amended on July 17, 2023 to effectuate the Monarch agreements and various Court Orders. The Township shall maintain zoning that permits 14 units per acre, with at least a 20% set aside as part of that Redevelopment Plan, which produces at least 11 affordable units. The Redevelopment Plan or amended Redevelopment Plan may include a condemnation area redevelopment plan.
 - c. Surplus: the 13-unit surplus shall be eligible for future credits in a manner consistent with controlling law in the given Round.
8. **Support of Settlement and HEFSP:** FSHC shall support the Township in its efforts to seek approval of this agreement and the necessary agreements to fulfill its component parts, including both the Monarch and Crossroads agreements. FSHC has no obligation, whatsoever, to defend any Action in Lieu of Prerogative Writ stemming

from the implementation of this Agreement, including, but not limited to, any action or proceeding relating to condemnation or redevelopment of the MTCR Site.

9. Nothing in this Second Amendment shall impact the validity of all remaining provisions in the Initially Amended Agreement except as expressly modified by this Second Amendment.

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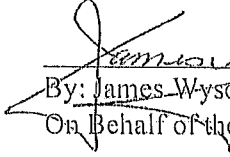
Witness/Attest

Carolyn George

Name: Carolyn George

Dated: 7/23/24

TOWNSHIP OF MAHWAH

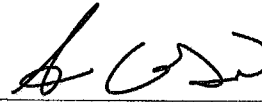

By: James Wysocki, Mayor
On Behalf of the Township of Mahwah

Witness/Attest

Name:

Dated:

FAIR SHARE HOUSING CENTER


By: Adam Gordon, Esq.
On Behalf of Fair Share Housing Center

Appendix F | Ordinance 2039

**TOWNSHIP OF MAHWAH
ORDINANCE NO. 2039**

**AN ORDINANCE OF THE TOWNSHIP OF MAHWAH, COUNTY OF
BERGEN, STATE OF NEW JERSEY, AUTHORIZING A SECOND
AMENDMENT TO THE REDEVELOPMENT PLAN FOR BLOCK 82,
LOTS 1 AND 3 THROUGH 30 TO ELIMINATE MULTI-LEVEL SENIOR
CARE FACILITY AS A PERMITTED USE AND REDUCE HIGH-
DENSITY DEVELOPMENT AT THE SITE**

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("LRHL"), provides a mechanism to assist local governments in efforts to promote programs of redevelopment and sets forth the procedures for the Township of Mahwah to declare an area in need of redevelopment, along with the development and effectuation of a redevelopment plan; and

WHEREAS, by Resolution 176-21 adopted on April 1, 2021, the Township Council ("Council") authorized the Mahwah Township Planning Board ("Board") to conduct a preliminary investigation to determine if an area encompassing Block 82, Lots 1 through 30 ("Study Area") constituted an area in need of redevelopment as defined under the LRHL; and

WHEREAS, Colliers Engineering & Design produced a study entitled, "Redevelopment Determination of Need Study" dated April 1, 2022 ("Study") and presented the Study at a duly noticed April 25, 2022 Board meeting, which Study included a map of the Study Area and was circulated to the members of the Board and provided to the public in accordance with the time and other notice provisions of the LRHL; and

WHEREAS, the Study provided detailed information regarding the Study Area and the applicable statutory criteria required to be evaluated, based on which the Study concluded that the Study Area affirmed the LRHL criteria to enable the Board to recommend to the Council that an AINR designation was warranted; and

WHEREAS, at the public hearing, the Board accorded to all members of the public the opportunity to offer their comments regarding the Study Area, which comments were made part of the public record, and after discussion and consideration, the Board adopted a motion concluding that the Study Area met the criteria under the LRHL as an area in need of non-condemnation redevelopment and forwarded that recommendation to Council; and

WHEREAS, on May 9, 2022 the Planning Board adopted a resolution memorializing the Board's determination and setting forth detailed reasons and criteria on which the determination was based; and

WHEREAS, on May 19, 2022, the Township Council reviewed the Study and Board's resolution and found, consistent with the Board's recommendation based on the Study, that the LRHL criteria for determination of an area in need of non-condemnation redevelopment were satisfied with respect to the Study Area, except that the Council found it appropriate to remove

Block 82, Lot 2 from the determination because Lot 2 is a fully developed operational property that differs in character from the rest of the proposed redevelopment area; and

WHEREAS, based upon the facts and findings of the Study, all made in accordance with N.J.S.A. 40A:12A-6, the Council adopted the Board's recommendations memorialized in the Board's May 9, 2022 resolution, and adopted Resolution 185-22 declaring Block 82, Lots 1 and 3 through 30 an area of non-condemnation redevelopment, duly served notice as required by law, and directed and authorized Colliers to prepare a redevelopment plan for the properties designated by the resolution as an area in need of non-condemnation redevelopment; and

WHEREAS, Colliers prepared and submitted to the Township a redevelopment plan dated September 8, 2022 entitled, "Redevelopment Plan for Block 82, Lots 1 and 3 through 30" ("Redevelopment Plan") outlining the planning, development and redevelopment of the Redevelopment Area in accordance with N.J.S.A. 40A:12A-7; and

WHEREAS, the Board received a copy of the Redevelopment Plan and performed a Master Plan Consistency review at the September 12, 2022 Board meeting, finding it consistent with the Township Master Plan that had been recently amended by the Board's approval of a 2022 Land Use Element Amendment; and

WHEREAS, by resolution adopted on September 26, 2022, the Board memorialized its determination and set forth general comments for consideration by Township Council; and

WHEREAS, on October 27, 2022, the Township Council reviewed the Board's determination and comments, and following a public hearing, adopted the Redevelopment Plan by way of Ordinance 1985; and

WHEREAS, the Township Council subsequently adopted Ordinance 2009, which amended the Redevelopment Plan regarding the number of assisted living beds; and

WHEREAS, prior to an Affordable Housing Compliance Hearing to be held February 22, 2024 in the Superior Court of New Jersey, the owners of the majority of Block 82 advised the Court that the proposed multi-level senior care facility at the site, which was the subject of a Memorandum of Understanding ("MOU") with the Township, was no longer viable; and

WHEREAS, the Township filed a Motion for Relief from Settlement from the MOU, which was granted by the Court on June 28, 2024, voiding the MOU and maintaining the Township's affordable housing immunity, among other things; and

WHEREAS, accordingly, the Township now seeks to effectuate the June 28, 2024 Court Order and remove multi-level senior care facilities as a permitted use from the Redevelopment Plan, which will reduce high-density development at the site.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, as follows:

SECTION 1. The Redevelopment Plan for Block 82, Lots 1 and 3 through 30 Amendment #2 ("Amendment #2), dated August 1, 2024, attached hereto as Exhibit A and made a part hereof, is hereby approved pursuant to N.J.S.A. 40A:12A-7.

SECTION 2. Amendment #2 is hereby by incorporated into the Township's Zoning Ordinance, Chapter 24, as Attachment 10 entitled "Block 82 Redevelopment Zone."

SECTION 3. Section 24-2.1 of the Township's Zoning Ordinance is hereby amended to add the following zone district: Block 82 Redevelopment Zone.

SECTION 4. All ordinances or parts of ordinances in conflict or inconsistent with the provisions of this ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 5. In case, for any reason, any section or provision of this Ordinance shall be held to be unconstitutional or invalid, the same shall not affect any other section or provision of this Ordinance, except so far as the section or provision so declared unconstitutional or invalid shall be severed from the remainder or any portion thereof.

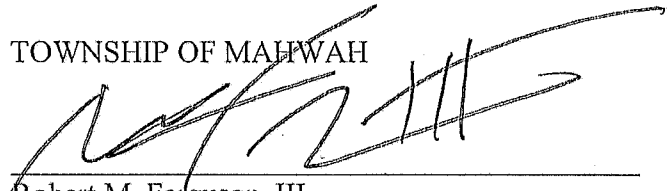
SECTION 6. This ordinance shall take effect twenty (20) days following final passage, approval, and publication as required by law.

Introduced: 8/5/24

Adopted: 9/9/24

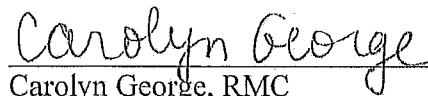
Effective Date: 9/30/24

TOWNSHIP OF MALIHWAH



Robert M. Ferguson, III
Council President

ATTEST:



Carolyn George, RMC
Municipal Clerk

**TOWNSHIP OF MAHWAH
ORDINANCE NO. 2082**

**ORDINANCE OF THE TOWNSHIP OF MAHWAH, COUNTY OF
BERGEN, STATE OF NEW JERSEY, ACCEPTING A PERMANENT
DEED OF EASEMENT FROM MARYANN DEMASE AND BASIL DEMASE
IN CONNECTION WITH THE PROPERTY DESIGNATED AS BLOCK 162
LOT 233 (160 FARDALE AVENUE) FOR THE CULVERT
REPLACEMENT PROJECT**

WHEREAS, Maryann Demase and Basic Demase are the owners ("Owner") of the property located at 160 Fardale Avenue, designated as Block 162 Lot 233 ("Property") on the official tax map of the Township of Mahwah ("Township"); and

WHEREAS, the Township owns and maintains a culvert on Fardale Avenue, which culvert is located between Pendleton Road and West Road ("Culvert"); and

WHEREAS, the Culvert contains an unnamed tributary of Ho-Ho-Kus Brook in a roughly southwesterly flow path, beneath the Fardale Avenue right-of-way; and

WHEREAS, the Culvert is in a deteriorated condition, has reached the end of its useful life, and must be replaced by the Township with a new precast box Culvert with wingwalls; and

WHEREAS, the Township requires an access encroachment within a portion of the Property for the public purpose of replacing and maintaining the Culvert, as further described in Exhibit A ("Easement"); and

WHEREAS, the Owner is willing to grant the Easement to the Township for the use of the Township to replace the Culvert and maintain the Culvert in the future; and

WHEREAS, the parties have reviewed and agreed to the terms of a Permanent Deed of Easement, attached hereto and incorporated herein, which sets forth the terms and conditions of the Easement; and

NOW THEREFORE, BE IT ORDAINED, by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, as follows:

1. The Township of Mahwah accepts the Permanent Deed of Easement, attached hereto and incorporated herein, between Maryann Demase and Basil Demase, as Grantor, and the Township as Grantee, in connection with the property designated at Block 162 Lot 233, located at 160 Fardale Avenue, for the public purpose stated herein.
2. The Mayor and Clerk are authorized to execute the Permanent Deed of Easement.
3. The Township Attorney is authorized to record the Permanent Deed of Easement.
4. All Township of Mahwah ordinances that are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

5. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.
6. This Ordinance shall take effect twenty (20) days following final passage, approval, and publication as required by law.

Introduced: 1/22/26

Adopted:

Effective Date:

TOWNSHIP OF MAHWAH

Robert M. Ferguson, III
Council President

ATTEST:

Carolyn George, RMC
Municipal Clerk

Prepared by:

Susan C. Sharpe, Esq.

PERMANENT DEED OF EASEMENT

This Deed of Easement is made on _____, 2026, by and between **MARYANN DEMASE & BASIL DEMASE**, whose address is 160 Fardale Avenue, Mahwah, New Jersey 07430 ("Grantor") and the **TOWNSHIP OF MAHWAH**, a municipal corporation of the State of New Jersey, having its principal office at 475 Corporate Drive, Mahwah, New Jersey 07430 ("Grantee").

WITNESSETH:

WHEREAS, Grantee owns and maintains a culvert on Fardale Avenue, which culvert is located between Pendleton Road and West Road ("Culvert"); and

WHEREAS, the Culvert contains an unnamed tributary of Ho-Ho-Kus Brook in a roughly southwesterly flow path, beneath the Fardale Avenue right-of-way; and

WHEREAS, the Culvert is in a deteriorated condition, has reached the end of its useful life, and must be replaced by Grantee with a new precast box Culvert with wingwalls; and

WHEREAS, Grantor is the property owner of Block 162, Lot 233 as designated on the Township of Mahwah Tax Map, and commonly known as 160 Fardale Avenue ("Property"); and

WHEREAS, Grantee requires an encroachment within a portion of the Property for the public purpose of replacing and maintaining the Culvert; and

WHEREAS, Grantee desires to have lawful access to and use of the encroachment area as further described in Exhibit A (the "Easement"); and

WHEREAS, Grantor is willing to grant the Easement to the Grantee for the use of the Grantee to replace the Culvert and maintain the Culvert in the future; and

WHEREAS, the Easement will be based upon the terms and conditions set forth herein.

NOW, THEREFORE, it is agreed as follows:

1. **Grant of Easement.** In consideration of the sum of twelve thousand dollars and zero cents (\$12,000) and other good and valuable consideration, and upon the terms and conditions set forth herein, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant and convey unto Grantee a non-exclusive perpetual Easement for Block 162, Lot 233 (160 Fardale Avenue) as set forth in the metes and bounds description and map/survey in Exhibit A, attached hereto and incorporated herein.

2. **Purpose.** The Easement is for the public purpose of Grantee's access to replace and maintain the Culvert in accordance with applicable laws, rules, regulations, orders, approvals, permits and ordinances. The Easement shall include the right to inspect, construct, repair, replace, maintain, alter and operate the Culvert and any associated improvements and structures, along with the right to cut, clear and remove undergrowth, obstruction or improvements upon said easement where normal pedestrian or vehicle access cannot be established as required to perform required maintenance, in said land described in Exhibit A. It is distinctly understood and agreed that this does not constitute a conveyance of any part of the land but grants only the right-of-way and easement as provided herein. Grantor shall not obstruct Grantor's reasonable access by the ordinary means, methods, and equipment.

3. **Grantor's Representations.** Grantor represents that it is the owner in fee title of the Property, and that it has full legal authority to grant this Easement to the Grantee. This grant is made subject to any statutes, rules, and regulations, environmental or otherwise, which apply to the Property.

4. **Grantee's Representations.** Grantee agrees to restore and repair any actual damage to Grantor's Property which may be directly caused by the construction, reconstruction, or maintenance undertaken by Grantee in connection herewith, except as hereinafter provided. Replacement of private structures, fences or extraordinary vegetation inhibiting access by Grantee is excluded from Grantee's obligations to perform required maintenance or restoration. Grantor agrees that the Grantee will not be expected to restore the Property to the identical original condition, but rather as near thereto as is practicable, and that Grantor will cooperate with Grantee in effectuating such restoration. Grantee, in turn, agrees to work with Grantor to avoid the disturbance of any private structures, fences or extraordinary vegetation to the greatest degree possible.

Grantor represents as additional consideration in exchange for the Easement, Grantee shall (a) add a concrete curb from the culvert to the Grantor's driveway, (b) replace the existing decorative stone along the roadway edge with new decorative stone behind the new curb and (c) add six- to eight-foot (6'-8') tall Arborvitae, planted six feet (6') on center. Grantor expressly grants Grantee the right to access and conduct work on Grantor's private property as needed to provide the consideration described above.

5. **No Disturbance of Rights.** Each party shall exercise its rights so as not to unreasonably disturb or interfere with the rights of the other parties.

6. **Maintenance.** The Grantee shall maintain or cause to be maintained the improvements within the Easement. The Easement at all times shall be maintained in good order, condition, and state of repair, including, without limitation, cleaning, snow removal as necessary, repairs, replacements, and all other work necessary for the proper maintenance, upkeep, and use of the Easement.

7. **General Access.** Grantor retains for themselves and their successors and assigns the right to use and enjoy the above-described land except as the use thereof may be necessary for the purposes granted herein. Nothing herein shall, or shall be construed to, limit the rights of Grantee

to enter upon the Easement for the purposes of constructing on, or making replacements, changes, restorations, alterations, improvements, or repairs, provided that in doing so they do not materially interfere with Grantor's use or enjoyment of the Property. Grantee acknowledges that any construction work performed shall be done in a reasonable manner, and at reasonable times. Except in the event of an emergency, Grantee shall provide reasonable notice to the Grantor prior to accessing the Easement for construction work.

Grantor covenants that no building or structure shall be erected upon or within the Easement herein granted or placed in such location as to render the said Easement inaccessible or which will require extraordinary measures for protection by Grantee in the rare case that reconstruction work is required. The Easement herein granted is in addition to, and not in lieu of, any easement or right-of-way now in existence or which may be acquired in the future. Grantor agrees that the deliberate planting of any trees within the limits of the Easement shall be strictly prohibited. Should Grantee require the removal of any trees planted within the Easement, the costs associated with said removal and disposal of vegetation shall be borne by Grantor.

8. **Binding Nature of Conveyance.** The Easement and the rights and obligations created and imposed hereunder shall run with the land described herein, and shall be binding upon all of the parties hereto, their lessees, successors, heirs, transferees, and assigns. All rights hereunder shall be enforced at law in an action for damages, or in equity in an action for injunctive relief. Failure of any party to enforce or seek to enforce any provision of this Permanent Deed of Easement shall not constitute a waiver or forfeiture of the right to enforce such provision in the future. The grant and conveyance evidenced hereby cannot be terminated except by a consensual agreement satisfying the below requirements for modification.

9. **Indemnification, Insurance, and Waiver of Claims.** Grantee shall indemnify, defend, and hold harmless Grantor, its successors and assigns, from and against any and all claims, liabilities, losses, damages, or expenses (including reasonable attorney's fees) arising out of or in connection with Grantee's entry, construction, or use of the Property. Grantee shall maintain general liability insurance with limits not less than \$1,000,000 per occurrence, naming Grantor as an additional insured, and shall provide certificates of insurance to the Grantor prior to entry.

Grantor covenants and agrees for themselves, and for their heirs, successors, successors in title, executors, legal representatives, and assigns that the consideration aforementioned and the covenants herein shall be in lieu of any and all claims to compensation and damages by reason of the location, construction, operation, maintenance, or reconstruction of or within the easement herein granted.

10. **Modification and Headings.** This Deed contains the entire agreement of the parties and cannot be changed in any way except by a writing signed by the Grantor and the Grantee. All paragraph, subparagraph and section headings used herein are included for the convenience of reference only and shall be given no consideration in the interpretation of the provisions, terms, and conditions of this Permanent Deed of Easement.

11. **Governing Law.** This Permanent Deed of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey, without principles regarding conflicts of laws.

12. **Severability.** If any provision of this Permanent Deed of Easement, or the application thereof to any party, shall be held to be invalid or illegal, or otherwise unenforceable, the remaining provisions hereof, or the application of such provisions to any party other than those as to which it is held to be illegal, void or unenforceable, nevertheless shall remain in full force and effect and shall not be affected by such illegality, invalidity or unenforceability.

13. **Notices.** Any notice shall be given by any party to another by personal delivery, or by courier service, or by certified mail, return receipt requested with all charges prepaid to the addresses above set forth unless a written notice of change of address has been provided.

IN WITNESS WHEREOF, the Grantor and Grantee, respectively, have caused this Permanent Deed of Easement to be executed by their respective proper authorized signatories as of the day and year first above written.

Witness:

Grantor:

By: _____
Name:

By: _____
Name:

Witness:

Grantor:

By: _____
Name:

By: _____
Name:

Witness:

Grantee: Township of Mahwah

By: _____
Name: Carolyn George, RMC
Title: Township Clerk

By: _____
Name: James Wysocki
Title: Mayor

ACKNOWLEDGMENTS:

State of New Jersey

SS

County of Bergen

BE IT REMEMBERED that on this ____ day of _____, 2026, before me the subscriber, personally appeared **CAROLYN GEORGE**, who being by me duly sworn on his/her oath deposes and makes proof to my satisfaction that he/she is the Municipal Clerk of the Township of Mahwah, the municipal corporation named in the within instrument; that **JIM WYSOCKI** is the Mayor of said municipal corporation; that the execution as well as the making of this instrument has been duly authorized by a proper resolution of the Governing Body of the Township of Mahwah; that deponent well knows the corporate seal of said municipal corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument was signed and delivered by said Mayor as and for the voluntary act and deed of said municipal corporation, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness.

(Clerk)

Sworn and Subscribed to
before me this ____ day
of _____, 2026.

(Notary

State of New Jersey

SS

County of Bergen

I CERTIFY that on this ____ day of _____, 2026, _____, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as _____ of the Township of Mahwah, the entity named in this instrument;
- (c) executed this instrument as the act of the entity named in this instrument; and,
- (d) made this Deed for \$ 12,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Name:

Title:

State of New Jersey

SS

County of Bergen

I CERTIFY that on this ____ day of _____, 2026, _____, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as _____ of the Township of Mahwah, the entity named in this instrument;
- (c) executed this instrument as the act of the entity named in this instrument; and,
- (d) made this Deed for \$ 12,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Name:

Title:

RECORD & RETURN TO:

Susan C. Sharpe, Esq.

Dorsey & Semrau

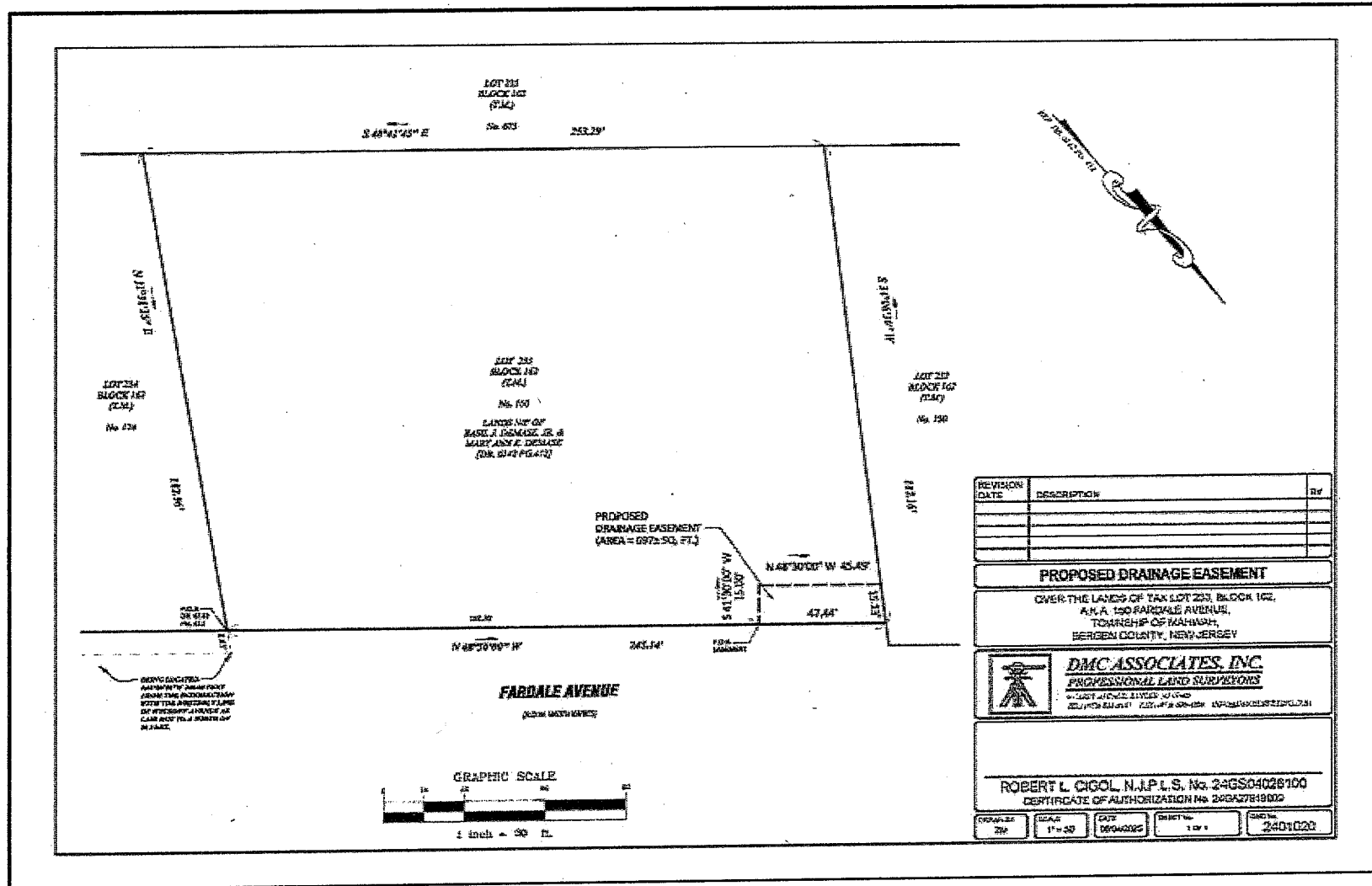
714 Main Street

Boonton, NJ 07005

[illegible]

McNerney & Associates, Inc.

SURVEY OF THE PROPOSED DRAINAGE EASEMENT



McNerney & Associates, Inc.

DESCRIPTION



DMC Associates, Inc. Land Surveyors

6 Carey Avenue, Clifton, NJ 07405

Tel (973) 838-9187

Email info@dmcsurveying.com

www.dmc-surveying.com

June 4, 2025

Proposed Drainage Easement
Part of Tax Lot 233, Block 162,
A.K.A. 160 Fardale Avenue,
Township of Mahwah,
Bergen County, State of New Jersey
DMC No.: 2401020

The purpose of this description is to perfect a Proposed Drainage Easement over a portion of the lands of Tax Lot 233 in Block 162 A.K.A. 160 Fardale Avenue, located in the Township of Mahwah, Bergen County, New Jersey and being more particularly described as follows:

Beginning at a point on the southwesterly R.O.W. line of Fardale Avenue, a variable width R.O.W. Said beginning point being located the following three courses from the intersection with the westerly line of Wyckoff Avenue as laid out to a width of 50 feet:

- A. Along the former southwesterly R.O.W. line of Fardale Avenue, 16.50 feet from the centerline, North 48 degrees 30 minutes 00 seconds West a distance of 240.00 feet to a point, thence;
- B. South 31 degrees 31 minutes 35 seconds West for a distance of 8.63 feet to a point on the southwesterly R.O.W. line of Fardale Avenue as widened to be 25.00 feet from the centerline, thence;
- C. Along the present southwesterly R.O.W. line of Fardale Avenue, North 48 degrees 30 minutes 00 seconds West for a distance of 197.70 feet to the point of beginning of herein described Temporary Construction Easement and running thence;

- (1) Leaving the southwesterly R.O.W. line of Fardale Avenue and through the lands of Lot 233 in Block 162 as illustrated on the current tax assessment map, South 41 degrees 30 minutes 00 seconds West for a distance of 15.00 feet to a point, thence;
- (2) Continuing through the lands of Lot 232 in Block 162, North 48 degrees 30 minutes 00 seconds West for a distance of 45.49 feet to a point, thence;
- (3) Along the common line between Lot 232 and Lot 233 in Block 162, North 34 degrees 06 minutes 30 seconds East for a distance of 15.13 feet to a point on the southwesterly R.O.W. line of Fardale Avenue, thence;
- (4) Along the southwesterly R.O.W. line of Fardale Avenue, South 48 degrees 30 minutes 00 seconds East for a distance of 47.44 feet to the point and place of beginning as herein described.

- Containing 697 +/- square feet.

The above description is in accordance with an easement exhibit made by DMC Associates, Inc. Land Surveyors dated June 4, 2025.

Robert L. Cigol, P.L.S.

N.J. License No. 24GS04026100

Certificate of Authorization No. 24GA27919000

Prepared by:

Susan C. Sharpe, Esq.

PERMANENT DEED OF EASEMENT

This Deed of Easement is made on _____, 2026, by and between **MARYANN DEMASE & BASIL DEMASE**, whose address is 160 Fardale Avenue, Mahwah, New Jersey 07430 ("Grantor") and the **TOWNSHIP OF MAHWAH**, a municipal corporation of the State of New Jersey, having its principal office at 475 Corporate Drive, Mahwah, New Jersey 07430 ("Grantee").

WITNESSETH:

WHEREAS, Grantee owns and maintains a culvert on Fardale Avenue, which culvert is located between Pendleton Road and West Road ("Culvert"); and

WHEREAS, the Culvert contains an unnamed tributary of Ho-Ho-Kus Brook in a roughly southwesterly flow path, beneath the Fardale Avenue right-of-way; and

WHEREAS, the Culvert is in a deteriorated condition, has reached the end of its useful life, and must be replaced by Grantee with a new precast box Culvert with wingwalls; and

WHEREAS, Grantor is the property owner of Block 162, Lot 233 as designated on the Township of Mahwah Tax Map, and commonly known as 160 Fardale Avenue ("Property"); and

WHEREAS, Grantee requires an encroachment within a portion of the Property for the public purpose of replacing and maintaining the Culvert; and

WHEREAS, Grantee desires to have lawful access to and use of the encroachment area as further described in Exhibit A (the "Easement"); and

WHEREAS, Grantor is willing to grant the Easement to the Grantee for the use of the Grantee to replace the Culvert and maintain the Culvert in the future; and

WHEREAS, the Easement will be based upon the terms and conditions set forth herein.

NOW, THEREFORE, it is agreed as follows:

1. **Grant of Easement.** In consideration of the sum of twelve thousand dollars and zero cents (\$12,000) and other good and valuable consideration, and upon the terms and conditions set forth herein, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant and convey unto Grantee a non-exclusive perpetual Easement for Block 162, Lot 233 (160 Fardale Avenue) as set forth in the metes and bounds description and map/survey in Exhibit A, attached hereto and incorporated herein.

2. **Purpose.** The Easement is for the public purpose of Grantee's access to replace and maintain the Culvert in accordance with applicable laws, rules, regulations, orders, approvals, permits and ordinances. The Easement shall include the right to inspect, construct, repair, replace, maintain, alter and operate the Culvert and any associated improvements and structures, along with the right to cut, clear and remove undergrowth, obstruction or improvements upon said easement where normal pedestrian or vehicle access cannot be established as required to perform required maintenance, in said land described in Exhibit A. It is distinctly understood and agreed that this does not constitute a conveyance of any part of the land but grants only the right-of-way and easement as provided herein. Grantor shall not obstruct Grantor's reasonable access by the ordinary means, methods, and equipment.

3. **Grantor's Representations.** Grantor represents that it is the owner in fee title of the Property, and that it has full legal authority to grant this Easement to the Grantee. This grant is made subject to any statutes, rules, and regulations, environmental or otherwise, which apply to the Property.

4. **Grantee's Representations.** Grantee agrees to restore and repair any actual damage to Grantor's Property which may be directly caused by the construction, reconstruction, or maintenance undertaken by Grantee in connection herewith, except as hereinafter provided. Replacement of private structures, fences or extraordinary vegetation inhibiting access by Grantee is excluded from Grantee's obligations to perform required maintenance or restoration. Grantor agrees that the Grantee will not be expected to restore the Property to the identical original condition, but rather as near thereto as is practicable, and that Grantor will cooperate with Grantee in effectuating such restoration. Grantee, in turn, agrees to work with Grantor to avoid the disturbance of any private structures, fences or extraordinary vegetation to the greatest degree possible.

Grantor represents as additional consideration in exchange for the Easement, Grantee shall (a) add a concrete curb from the culvert to the Grantor's driveway, (b) replace the existing decorative stone along the roadway edge with new decorative stone behind the new curb and (c) add six- to eight-feet (6'-8') tall Arborvitae, planted six feet (6') on center; and (d) ensure the proposed guiderail is brown in color and sixty one feet (61') in length. Grantor expressly grants Grantee the right to access and conduct work on Grantor's private property as needed to provide the consideration described above.

5. **No Disturbance of Rights.** Each party shall exercise its rights so as not to unreasonably disturb or interfere with the rights of the other parties.

6. **Maintenance.** The Grantee shall maintain or cause to be maintained the improvements within the Easement. The Easement at all times shall be maintained in good order, condition, and state of repair, including, without limitation, cleaning, snow removal as necessary, repairs, replacements, and all other work necessary for the proper maintenance, upkeep, and use of the Easement.

7. **General Access.** Grantor retains for themselves and their successors and assigns the right to use and enjoy the above-described land except as the use thereof may be necessary for the

purposes granted herein. Nothing herein shall, or shall be construed to, limit the rights of Grantee to enter upon the Easement for the purposes of constructing on, or making replacements, changes, restorations, alterations, improvements, or repairs, provided that in doing so they do not materially interfere with Grantor's use or enjoyment of the Property. Grantee acknowledges that any construction work performed shall be done in a reasonable manner, and at reasonable times. Except in the event of an emergency, Grantee shall provide reasonable notice to the Grantor prior to accessing the Easement for construction work.

Grantor covenants that no building or structure shall be erected upon or within the Easement herein granted or placed in such location as to render the said Easement inaccessible or which will require extraordinary measures for protection by Grantee in the rare case that reconstruction work is required. The Easement herein granted is in addition to, and not in lieu of, any easement or right-of-way now in existence or which may be acquired in the future. Grantor agrees that the deliberate planting of any trees within the limits of the Easement shall be strictly prohibited. Should Grantee require the removal of any trees planted within the Easement, the costs associated with said removal and disposal of vegetation shall be borne by Grantor.

8. **Binding Nature of Conveyance.** The Easement and the rights and obligations created and imposed hereunder shall run with the land described herein, and shall be binding upon all of the parties hereto, their lessees, successors, heirs, transferees, and assigns. All rights hereunder shall be enforced at law in an action for damages, or in equity in an action for injunctive relief. Failure of any party to enforce or seek to enforce any provision of this Permanent Deed of Easement shall not constitute a waiver or forfeiture of the right to enforce such provision in the future. The grant and conveyance evidenced hereby cannot be terminated except by a consensual agreement satisfying the below requirements for modification.

9. **Indemnification, Insurance, and Waiver of Claims.** Grantee shall indemnify, defend, and hold harmless Grantor, its successors and assigns, from and against any and all claims, liabilities, losses, damages, or expenses (including reasonable attorney's fees) arising out of or in connection with Grantee's entry, construction, or use of the Property. Grantee shall maintain general liability insurance with limits not less than \$1,000,000 per occurrence, naming Grantor as an additional insured, and shall provide certificates of insurance to the Grantor prior to entry.

Grantor covenants and agrees for themselves, and for their heirs, successors, successors in title, executors, legal representatives, and assigns that the consideration aforementioned and the covenants herein shall be in lieu of any and all claims to compensation and damages by reason of the location, construction, operation, maintenance, or reconstruction of or within the easement herein granted.

10. **Modification and Headings.** This Deed contains the entire agreement of the parties and cannot be changed in any way except by a writing signed by the Grantor and the Grantee. All paragraph, subparagraph and section headings used herein are included for the convenience of reference only and shall be given no consideration in the interpretation of the provisions, terms, and conditions of this Permanent Deed of Easement.

11. **Governing Law.** This Permanent Deed of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey, without principles regarding conflicts of laws.

12. **Severability.** If any provision of this Permanent Deed of Easement, or the application thereof to any party, shall be held to be invalid or illegal, or otherwise unenforceable, the remaining provisions hereof, or the application of such provisions to any party other than those as to which it is held to be illegal, void or unenforceable, nevertheless shall remain in full force and effect and shall not be affected by such illegality, invalidity or unenforceability.

13. **Notices.** Any notice shall be given by any party to another by personal delivery, or by courier service, or by certified mail, return receipt requested with all charges prepaid to the addresses above set forth unless a written notice of change of address has been provided.

IN WITNESS WHEREOF, the Grantor and Grantee, respectively, have caused this Permanent Deed of Easement to be executed by their respective proper authorized signatories as of the day and year first above written.

Witness:

Grantor:

By: _____
Name:

By: _____
Name:

Witness:

Grantor:

By: _____
Name:

By: _____
Name:

Witness:

Grantee: Township of Mahwah

By: _____
Name: Carolyn George, RMC
Title: Township Clerk

By: _____
Name: James Wysocki
Title: Mayor

ACKNOWLEDGMENTS:

State of New Jersey

SS

County of Bergen

BE IT REMEMBERED that on this ____ day of _____, 2026, before me the subscriber, personally appeared **CAROLYN GEORGE**, who being by me duly sworn on his/her oath deposes and makes proof to my satisfaction that he/she is the Municipal Clerk of the Township of Mahwah, the municipal corporation named in the within instrument; that **JIM WYSOCKI** is the Mayor of said municipal corporation; that the execution as well as the making of this instrument has been duly authorized by a proper resolution of the Governing Body of the Township of Mahwah; that deponent well knows the corporate seal of said municipal corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument was signed and delivered by said Mayor as and for the voluntary act and deed of said municipal corporation, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness.

(Clerk)

Sworn and Subscribed to
before me this ____ day
of _____, 2026.

(Notary

State of New Jersey

SS

County of Bergen

I CERTIFY that on this ____ day of _____, 2026, _____, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as _____ of the Township of Mahwah, the entity named in this instrument;
- (c) executed this instrument as the act of the entity named in this instrument; and,
- (d) made this Deed for \$ 12,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Name:

Title:

State of New Jersey

SS

County of Bergen

I CERTIFY that on this ____ day of _____, 2026, _____, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as _____ of the Township of Mahwah, the entity named in this instrument;
- (c) executed this instrument as the act of the entity named in this instrument; and,
- (d) made this Deed for \$ 12,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Name:

Title:

RECORD & RETURN TO:

Susan C. Sharpe, Esq.

Dorsey & Semrau

714 Main Street

Boonton, NJ 07005

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #108-26
DATE: February 19, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervln						
May						
Paz						
Wong						
Ferguson						

A RESOLUTION OF THE TOWNSHIP OF MAHWAH, COUNTY OF BERGEN, STATE OF NEW JERSEY, ADOPTING THE BERGEN COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, the Township Council of the Township of Mahwah recognizes the threat that natural hazards pose to people and property within the Township; 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.

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 the Township from the impacts of future natural hazards and disasters; and

WHEREAS adoption by the Township Council 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 Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, as follow:

1. In accordance with State and Local Law, the Township Council adopts the Bergen County Multi-Jurisdictional Hazard Mitigation Plan 2026. While content related to Township of Mahwah may require revisions to meet the plan approval requirements, changes occurring after adoption will not require the Township to readopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.
2. The Township Clerk shall forward a certified copy of this Resolution to the Bergen County Office of Emergency Management by April 15, 2026.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 19th day of February, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #109-26
DATE: FEBRUARY 19, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
May						
Paz						
Wong						
Ferguson						

**RESOLUTION OF THE TOWNSHIP OF MAHWAH, COUNTY OF BERGEN,
STATE OF NEW JERSEY, ACCEPTING A TEMPORARY CONSTRUCTION
EASEMENT FROM GERALDINE CORTAZZO IN CONNECTION WITH THE
PROPERTY DESIGNATED AS BLOCK 162 LOT 232 (150 FARDALE AVENUE)
FOR THE CULVERT REPLACEMENT PROJECT**

WHEREAS, Geraldine Cortazzo is the owner ("Owner") of the property located at 145 Fardale Avenue, designated as Block 158 Lot 8 ("Property") on the official tax map of the Township of Mahwah ("Township"); and

WHEREAS, the Township owns and maintains a culvert on Fardale Avenue, which culvert is located between Pendleton Road and West Road ("Culvert"); and

WHEREAS, the Culvert contains an unnamed tributary of Ho-Ho-Kus Brook in a roughly southwesterly flow path, beneath the Fardale Avenue right-of-way; and

WHEREAS, the Culvert is in a deteriorated condition, has reached the end of its useful life, and must be replaced by the Township with a new precast box Culvert with wingwalls; and

WHEREAS, the Township requires a temporary construction access encroachment within a portion of the Property for the public purpose of replacing the Culvert, as further described in Exhibit A ("Easement"); and

WHEREAS, the Owner is willing to grant the Easement to the Township for the use of the Township to replace the Culvert; and

WHEREAS, the parties have reviewed and agreed to the terms of a Temporary Construction Easement, attached hereto, and incorporated herein, which sets forth the terms and conditions of the Easement; and

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, as follows:

1. The Township of Mahwah accepts the Temporary Construction Easement, attached hereto, and incorporated herein, between Geraldine Cortazzo, as Grantor, and the Township as Grantee, in connection with the property designated at Block 158 Lot 8, located at 145 Fardale Avenue, for the public purpose stated herein.
2. The Mayor and Clerk are authorized to execute the Temporary Construction Easement.
3. A copy of this Resolution shall be on file in the Office of the Township Clerk.
4. This Resolution shall take effect immediately.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 19TH day of February, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #110-26
DATE: February 19, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Bolan						
Donigian						
May						
Paz						
Wong						
Ferguson						

**A RESOLUTION APPROVING A GRANT AGREEMENT BETWEEN
THE TOWNSHIP OF MAHWAH AND THE STATE OF NEW JERSEY
BY AND FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: LC2025-000XX**

WHEREAS, the governing body of the Township of Mahwah desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$35,526.00 to fund the following project:
Leaf Composting 2025 Wood Waste Recycling and Leaf Composting (WRC) Permit Compliance; and

THEREFORE, BE IT RESOLVED, that the governing body resolves that Benjamin Kezmarsky or the successor to the office of the Business Administrator is (a) authorized to make application for such a grant (b) if awarded, to execute a grant agreement with the State for a grant in the amount not less than \$35,526.00 and not more than \$35,526.00, and (c) to execute amendments as indicated below

✓ Any amendments thereto.

BE IT RESOLVED, that the Township of Mahwah, as Grantee, agrees to comply with all applicable Federal, State and municipal laws, rules, and regulations in its performance pursuant to the agreement; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be placed on file and made available in the office of the Township Clerk who shall forward a copy to the Business Administrator; CMFO; Director of Land Use, Director of the Department of Public Works, and the Assistant to the Business Administrator, so that implementation of the aforesaid application and project may be expedited.

CERTIFICATION

I hereby certify that this resolution consisting of one page, was adopted at a meeting of the Township Council of the Township of Mahwah, on this 19th day of February, 2026 and that this resolution has not been amended or repealed, and that it remains in full force and effect on the date I have subscribed my signature.

Carolyn George, RMC
Municipal Clerk

Date

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #111-26
DATE: February 19, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Arlemma						
Donlgian						
Ervin						
May						
Paz						
Wong						
Ferguson						

RESOLUTION AUTHORIZING THE APPROVAL OF CONTRACTS WITH MOTOROLA, INC., IN EXCESS OF THE BID THRESHOLD, UTILIZING AN AWARDED NEW JERSEY STATE CONTRACT

WHEREAS, The Township of Mahwah, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C 5:34-7.29(c), may by Resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State Contracts entered into on behalf of the State by the Division of Purchase and property in the Department of Treasury; and

WHEREAS, the Township of Mahwah has the need to purchase various radios, communications equipment and related equipment maintenance and support services for its Emergency Services and other departments within the Township; and

WHEREAS, Motorola, Inc. is an authorized vendor awarded Contract #83909 on State of New Jersey Contract #T0109 entitled Radio Communication Equipment and Accessories; and

WHEREAS, the cost of the various radios, communications equipment and related services for the year 2026 will exceed the bid threshold; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the 2026 Township Operating and Capital Budgets as adopted by the Township Council.

THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mahwah, hereby authorizes the approval of contracts to Motorola, Inc., for purchases of various

radios and communications equipment and related services on awarded New Jersey State Contract #T0109, the total in which will exceed the bid threshold for the year 2026.

BE IT FURTHER RESOLVED that the Township Clerk shall keep a copy of this Resolution on file and available for inspection in the Office of the Township Clerk and that the Township Clerk shall forward a copy of this Resolution to the Business Administrator, QPA, CFO, Accounts Payable, OEM Director, Police Department, Fire Department, and Motorola Inc., 123 Tice Boulevard Suite 202, Woodcliff Lake, NJ 07677.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 19th day of February, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

**TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430**

**RESOLUTION #112-26
DATE: February 19, 2026**

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donlgian						
Ervin						
May						
Paz						
Wong						
Ferguson						

RESOLUTION AUTHORIZING THE APPROVAL OF CONTRACTS WITH DELL MARKETING, LLC., IN EXCESS OF THE BID THRESHOLD, UTILIZING AN AWARDED NEW JERSEY STATE CONTRACT

WHEREAS, The Township of Mahwah, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C 5:34-7.29(c), may by Resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State Contracts entered into on behalf of the State by the Division of Purchase and property in the Department of Treasury; and

WHEREAS, the Township of Mahwah has the need to purchase and various computer hardware, software and licenses for the Township; and

WHEREAS, Dell Marketing, LP. is an authorized vendor awarded Contract #20-TELE-01510 on State of New Jersey Contract #T3121 entitled Software Reseller Services; and

WHEREAS, Dell Marketing, LP is also an authorized vendor awarded Contract #24-TELE-71883 on State of New Jersey Contract #M0483 entitled Computer Equipment Peripherals and Related Services; and

WHEREAS, the cost of the various computer related items for the year 2026 on these contracts will exceed the bid threshold; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the 2026 Township Operating and Capital Budget as adopted by the Township Council.

THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mahwah, hereby authorizes the approval of contracts to Dell Marketing, LP., for purchases of various computer hardware, software and licenses, on awarded New Jersey State Contract #T3121 and #M0483, the total in which will exceed the bid threshold for the year 2026.

BE IT FURTHER RESOLVED that the Township Clerk shall keep a copy of this Resolution on file and available for inspection in the Office of the Township Clerk and that the Township Clerk shall forward a copy of this Resolution to the Business Administrator, QPA, CFO, and Dell Marketing, LP, One Dell Way, Round Rock, TX 78682.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 19th day of February, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #113-26
DATE: February 19, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
May						
Paz						
Wong						
Ferguson						

**RESOLUTION AUTHORIZING THE APPROVAL OF A CONTRACT WITH CDW LLC,
dba CDW GOVERNMENT LLC, IN EXCESS OF THE BID THRESHOLD, UTILIZING
THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ)
COOPERATIVE PRICING SYSTEM**

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Township of Mahwah by Resolution #043-26 dated January 5, 2026, has entered into a Cooperative Pricing Agreement with the Lead Agency, the Educational Services Commission of New Jersey, 65MCESCCPS; and

WHEREAS, The Township of Mahwah, pursuant to N.J.S.A. 40A:11-11(5), may by Resolution and without advertising for bids, purchase any goods or services under the Cooperative Pricing System; and

WHEREAS, the Township of Mahwah has the need for various computer hardware, software and licenses for the Township; and

WHEREAS, CDW LLC dba CDW Government LLC is an authorized vendor awarded Contract #AEPA-26D on the ESCNJ Contract entitled Technology Catalog-Supplies & Services; and

WHEREAS, the total cost of the various computer related items for the year 2026 is expected to exceed the bid threshold; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the 2026 Township Operating and Capital Budget as adopted by the Township Council.

THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mahwah, hereby authorizes the approval of a contracts for various computer hardware, software and licenses, on awarded ESCNJ Contract #AEPA-26D.

BE IT FURTHER RESOLVED that the Township Clerk shall keep a copy of this Resolution on file and available for inspection in the Office of the Township Clerk and shall forward a copy of this Resolution to the Business Administrator, QPA, CFO, and CDW LLC, dba CDW Government LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 19th day of February, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #114-26
DATE: February 19, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donlgian						
Ervin						
May						
Paz						
Wong						
Ferguson						

**RESOLUTION AUTHORIZING THE APPROVAL OF CONTRACTS WITH
W.W. GRAINGER, INC. IN EXCESS OF THE BID THRESHOLD
UTILIZING AN AWARDED NEW JERSEY STATE CONTRACT**

WHEREAS, The Township of Mahwah, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C 5:34-7.29(c), may by Resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State Contracts entered into on behalf of the State by the Division of Purchase and property in the Department of Treasury; and

WHEREAS, the Township of Mahwah has the need to purchase various materials and supplies for the Department of Public Works and other Township Departments; and

WHEREAS, W.W. Grainger, Inc. is an authorized vendor awarded Contract #25-FLEET-96861 on State of New Jersey Contract #M0002 entitled Facilities Maintenance and Repair Operations and Industrial Supplies; and

WHEREAS, the cost of the various public works materials and supplies for the year 2026 will exceed the bid threshold; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the 2026 Township Operating and Capital Budget as adopted by the Township Council.

THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mahwah, hereby authorizes the approval of contracts to W.W. Grainger, Inc., for purchases of various public works materials and supplies on awarded New Jersey State Contract #M0002, the total in which will exceed the bid threshold for the year 2026.

BE IT FURTHER RESOLVED that the Township Clerk shall keep a copy of this Resolution on file and available for inspection in the Office of the Township Clerk and that the Township Clerk shall forward a copy of this Resolution to the Business Administrator, QPA, CFO, Accounts Payable, Department of Public Works, Water & Sewer Department and W.W. Grainger, Inc., 1001 Hadley Road, South Plainfield, NJ 07080.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 19th day of February, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

**TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430**

**RESOLUTION #115-26
DATE: FEBRUARY 19, 2026**

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
May						
Paz						
Wong						
Ferguson						

WHEREAS, Inwood Rlty Grp & 615 W. 173rd St. Rlty are the owners and/or taxpayers of property located at 115 Franklin Turnpike, also known as Block 70, Lot 44; and

WHEREAS, the taxpayers have filed tax appeals for the tax years 2022, 2023, 2024 and 2025 against the Township of Mahwah in matters entitled Inwood Rlty Grp & 615 W. 173rd St. Rlty v. Township of Mahwah, which are presently pending in the Tax Court; and

WHEREAS, it has been recommended by the Tax Appeal Attorney, the Township Assessor, and the Township Appraiser that the matters be settled at this time, and that such settlement is in the best interests of the Township.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Township Council of the Township of Mahwah that the Tax Appeal Attorney be and is hereby authorized and directed to execute any and all documents necessary in order to finalize the settlement of litigation entitled Inwood Rlty Grp & 615 W. 173rd St. Rlty v. Township of Mahwah, so that for the tax year 2021, 2022, 2023 and 2024, the assessment of \$24,555,400 will remain intact; and so that for the tax year 2025, the assessment of \$24,555,400 will be reduced to \$22,500,000; resulting in an estimated tax credit owed to the taxpayer, calculated using the 2025 general tax rate, in the amount of \$43,718.36.

BE IT FURTHER RESOLVED that the governing body acknowledges the Tax Assessor's agreement to set the 2026 assessment at \$21,500,000.

BE IT FURTHER RESOLVED that the aforesaid settlement is predicated upon a waiver of any and all pre-judgment interest by the taxpayer, as long as the tax credits owed are applied within 60 days of the issuance of Tax Court Judgments.

BE IT FURTHER RESOLVED that the Township Clerk shall keep a copy of this Resolution on file and available for inspection in the office of the Township Clerk and shall forward a copy of this Resolution to the Mayor; Business Administrator; Township Attorney and Township Tax Assessor.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 19th day of February, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

**TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430**

**RESOLUTION #116-26
DATE: FEBRUARY 19, 2026**

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
May						
Paz						
Wong						
Ferguson						

**RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF MAHWAH OF INTENT TO BOND IN THE EVENT
THAT THERE IS A SHORTFALL IN FUNDING TO EFFECTUATE CERTAIN AFFORDABLE HOUSING
MECHANISMS IN ITS HOUSING ELEMENT AND FAIR SHARE PLAN**

WHEREAS, the Township of Mahwah desires to create a realistic opportunity for the creation of affordable housing within the Township; and

WHEREAS, the Township voluntarily brought a timely declaratory judgment action pursuant to the procedures set forth by Administrative Directive #14-24 seeking approval of a Housing Element and Fair Share Plan that satisfied the Township's obligation to provide for its fair share of the regional need of low- and moderate-income housing; and

WHEREAS, the Mahwah Planning Board has adopted a Housing Element and Fair Share Plan for the Fourth Round pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq., which addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act; and

WHEREAS, the Housing Element and Fair Share Plan provides for a municipally-sponsored rehabilitation program, 100% affordable housing developments, group homes, a market to affordable program, and an extension of controls program; and

WHEREAS, the Township has adopted a Development Fee Ordinance in order to generate revenue for the Township's Affordable Housing Trust Fund; and

WHEREAS, the Township of Mahwah anticipates that monies collected and deposited in the Affordable Housing Trust Fund, along with other permitted funding sources, will be sufficient to effectuate the above-referenced mechanisms; and

WHEREAS, the Township of Mahwah is committed to securing approval of its Housing Element and Fair Share Plan; and

WHEREAS, the Township of Mahwah acknowledges the affordable housing rules and regulations that provide that, although utilization of a mandatory development fee ordinance is an appropriate mechanism to raise money for the purpose of off-setting the expenses incurred in connection with the Housing Element and Fair Share Plan, there must be an alternative funding source in the event that insufficient monies are derived from the mandatory development fee ordinance or other resources, or the funds are not received in a timely fashion, for the purpose of effectuating the municipally-sponsored rehabilitation program, 100% affordable housing developments, group homes, a market to affordable program, and an extension of controls program; and

WHEREAS, the Township of Mahwah wishes to express its commitment to cover such funding shortfalls and to fully implement the mechanisms set forth in its Housing Element and Fair Share Plan through bonding or other lawful means.

NOW, THEREFORE, BE IT RESOLVED on this 19th day of February 2025, by the Council of the Township of Mahwah, Bergen County, State of New Jersey, that it does hereby confirm its intent that in the event that the projected funding from the mandatory development fee ordinance the Township has adopted is insufficient to complete the aforementioned affordable housing mechanisms, it is the intention of the Council of the Township of Mahwah to adopt appropriate bond ordinances in order to provide the requisite funding in an appropriate time frame.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Council of the Township of Mahwah at a Council Meeting held on the 19th day of February 2026, a quorum being present and voting in the majority.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

**TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430**

**RESOLUTION #117-26
DATE: February 19, 2026**

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
May						
Paz						
Wong						
Ferguson						

AUTHORIZING REFUND OF CERTAIN OVERPAYMENTS TAX COLLECTION DEPARTMENT

WHEREAS, it has been determined by the Tax Collector that the property tax customers indicated on the attached Schedule A, attached, are entitled to property tax overpayment refunds, and;

WHEREAS, it is the desire of the Governing Body to have these overpayments returned to the respective property tax customers.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Township of Mahwah, County of Bergen, State of New Jersey, that:

1. The Tax Collector is hereby authorized to make overpayment refunds in the amount shown to the property tax customers as appears on Schedule A, which is attached and made apart hereof.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 19th day of February, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

SCHEDULE A
February 13, 2026
OVERPAYMENT REFUNDS
TAX COLLECTION DEPARTMENT

The following tax customer is entitled to an overpayment refund:

1. Blk 109.02/ Lot 1141 for 1141 Hyde Park Ct --\$1,515.49 – duplicate payment

RESOLUTION

**TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430**

**RESOLUTION #118-26
DATE: February 19, 2026**

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
May						
Paz						
Wong						
Ferguson						

WHEREAS, Matthew Dinnell, Owner of Block 109 Lot 1194, known as 1194 Richmond Road in the Township has been qualified per the Township Tax Assessor, as a Permanently and Totally Disabled Veteran in accordance with NJSA 54:4-3.30 et seq.; and

WHEREAS, NJSA 54:4-3.30 et seq. provides Permanently and Totally Disabled Veterans to be exempt from Property Tax as of December 15, 2025.

NOW, THEREFORE, BE IT RESOLVED the Tax Collector shall refund the amount of \$1,784.91 for taxes paid from the exemption date of December 15, 2025, and that any further Property Taxes going forward be canceled.

BE IT FURTHER RESOLVED the Municipal Clerk shall forward a copy of this Resolution to the Property Owner, Tax Assessor, Tax Collector, Chief Financial Officer and Auditor.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 19th day of February, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

**CLAIM FOR PROPERTY TAX EXEMPTION ON DWELLING OF DISABLED
VETERAN OR SURVIVING SPOUSE/CIVIL UNION OR DOMESTIC
PARTNER OF DISABLED VETERAN OR SERVICEPERSON**

(N.J.S.A. 54:4-3.30 et seq. as amended by P.L. 2019, c. 413; N.J.A.C. 18:28-1.1 et seq.)

IMPORTANT: File this completed claim with your municipal tax assessor. (See General Guidelines)

1. CLAIMANT NAME

Matthew Dinnell
Name(s) of veteran claimant owner (& spouse, as tenants by entirety, or civil union or domestic partner) or of surviving spouse/civil union or domestic partner permanently residing in dwelling.

2. DWELLING LOCATION

1194 Richmond Road [REDACTED]
Street Address of claimant owner's principal residence Phone # Email
Bergen Mahwah
County Municipality
109 1194
Block Lot Qualifier

3. DISABLED VETERAN/SURVIVING SPOUSE/CIVIL UNION OR DOMESTIC PARTNER OF DISABLED VETERAN OR SERVICEPERSON (Check A, B, or C)

- A. ☒ Honorably discharged 100% permanently and totally disabled veteran with active duty service in United States Armed Forces. ATTACH copy DD214.
- B. ☐ Surviving spouse/civil union or domestic partner of honorably discharged 100% permanently and totally disabled veteran with active duty service in United States Armed Forces; and I have not remarried/formed a new registered civil union or domestic partnership. ATTACH copy DD214.
- C. ☐ Surviving spouse/civil union or domestic partner of serviceperson who died on active duty in the United States Armed Forces; and I have not remarried/formed a new registered civil union or domestic partnership. ATTACH copy Military Notification of Death.

IMPORTANT CHANGE** November 3, 2020, an amendment to the State Constitution was approved by ballot vote. This amendment implemented Public Law 2019, chapter, 413 which provides that N.J. resident honorably discharged disabled veterans, or their surviving spouses no longer need to serve during a specific war period or other emergency to receive the property tax exemption. This Act amends P.L. 1948, c. 259, and supplements chapter 4 of Title 54 of the Revised Statutes.

4. **DISABILITY (Complete A and check B or C)**

- A. ☒ Date V.A. determined veteran 100% permanently and totally disabled 10/29/2024.
- B. ☒ Service-connected disability declared to be a total or 100% permanent disability, and not so evaluated solely because of hospitalization or surgery and recuperation, sustained through enemy action, or accident, or resulting from disease contracted while in such service.
- C. ☒ Service-connected disability rated unemployable with payment of 100% and stated to be totally and permanently disabling.

5. **OWNERSHIP & OCCUPANCY (Complete A, B, or D as applicable and C)**

- A. ☒ I (my spouse/civil union partner & I, as tenants by entirety), solely own or hold legal title to the above dwelling house.
- B. ☐ Partial owners: I (as joint tenant/tenant in common) own _____%.
Grantee (buyer) _____ name per deed. Deed Date _____.
- C. ☐ The dwelling house is One-Family and I occupy all of it as my principal residence. **OR** The dwelling house is Multi-Unit and I occupy _____% as my principal residence.
- D. ☐ The claimed property is a ☐ Co-operative ☐ or Mutual Housing Corporation in which I am a Tenant Shareholder:

Corporation Name of Co-operative or Mutual Housing Corporation _____

Co-Op/M.H. Corp. Street Address _____

Municipality _____

☐ Co-op

☐ MHC

Number of Shares for Unit _____ *Total Number of Shares for Co-Op/MHC _____

*The total number of shares for the corporation can be obtained from the Co-Op/MHC manager.

6. **CITIZEN & RESIDENT (Complete A or B)**

- A. ☒ As of 12/15/2025 (insert date - month/day/year), I, the above named veteran claimant was a legal or domiciliary resident of New Jersey.

- B. ☐ As of _____ (insert date - month/day/year), I, the above named surviving spouse/civil union or domestic partner claimant was a legal or domiciliary resident of New Jersey; and My deceased veteran or serviceperson spouse/civil union or domestic partner was a resident of New Jersey at death.

I certify the above declarations are true to the best of my knowledge and belief and understand they will be considered as if made under oath and subject to penalties for perjury if falsified.

[Signature]
Signature of claimant

12/17/2025
Date

USE ONLY - Block <u>108</u>	Lot <u>1184</u>	Qualifier <u>[initials]</u>	Approved <u>[initials]</u>	Disallowed <u>[initials]</u>
Assessor <u>[initials]</u>	Date <u>2/13/25</u>			



DEPARTMENT OF VETERANS AFFAIRS

December 15, 2025

Matthew John Dinnell
20 Hopkins St
Hillsdale, NJ 07042

Dear Matthew Dinnell:

This letter is a summary of benefits you currently receive from the Department of Veterans Affairs (VA). We are providing this letter to disabled Veterans to use in applying for benefits such as state or local property or vehicle tax relief, civil service preference, to obtain housing entitlements, free or reduced state park annual memberships, or any other program or entitlement in which verification of VA benefits is required. Please safeguard this important document. This letter is considered an official record of your VA entitlement.

Our records contain the following information:

Personal Claim Information

Your VA claim number is: [REDACTED]

You are the Veteran.

Military Information

Your most recent, verified periods of service (up to three) include:

Branch of Service	Character of Service	Entered Active Duty	Released/Discharged
Army	Honorable	October 22, 2023	October 28, 2024

(There may be additional periods of service not listed above.)

VA Benefit Information

You have one or more service-connected disabilities:

Yes

Your combined service-connected evaluation is:

100%

You are considered to be totally and permanently disabled due solely to your service-connected disabilities:

Yes

The effective date of when you became totally and permanently disabled due to your service-connected disabilities:

October 29, 2024

You are in receipt of special monthly compensation due to the type and severity of your service-connected disabilities:

Yes

TOWNSHIP OF MAHWAH
Tax Account Detail Inquiry

Page No: 1

6,061.95

360.00

344.00

5,792.53

0.00

Tax Year: 2025 to 2026
Property Location: 1194 RICHMOND ROAD

Qtr 2	Qtr 3	Qtr 4	Total
1,470.60	1,611.68	1,509.07	6,061.95
1,470.60	1,611.68	1,509.07	6,061.95
0.00	0.00	0.00	0.00

6,061.95

360.00

16.00

269.42

0.00

5,792.53

269.42

Check No	Mthd	Reference	Batch Id	Principal	Interest	2025 Prin Balance
3892377337	CK	47187	4 WIPP0220	6,061.95		6,061.95
				1,470.60	6.21	4,591.35
3897041631	CK	47673	7 WIPP0424	1,470.60	0.00	3,120.75
1395	CK	48479	20 TAX	1,611.68	0.00	1,509.07
3908542781	CK	49341	8 WIPP1027	1,509.07	0.00	0.00

002

6,061.95

0.00

Qtr 2	Qtr 3	Qtr 4	Total
1,515.49	0.00	0.00	3,030.98
0.00	0.00	0.00	1,515.49
1,515.49	0.00	0.00	1,515.49

Date	Qtr	Type	Description	Check No	Mthd	Reference	Batch Id	Principal	Interest	2026 Prin Balance
12/22/25	1	Payment	Original Billed 446/carnegie title	108839	CK	49761	7 TAX	3,030.98 1,515.49	0.00	3,030.98 1,515.49

Total Principal Balance for Tax Years in Range: 1,515.49

$$285,000 \times .02127 = 6,061.95$$

$$6,061.95 / 360 \times 344 = 5,792.53 \text{ (Town's)}$$

$$6,061.95 / 360 \times 16 = 269.42 \text{ (Refund)}$$

RESOLUTION

**TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430**

**RESOLUTION #119-26
DATE: FEBRUARY 19, 2026**

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
May						
Paz						
Wong						
Ferguson						

**Mahwah Township
Resolution of Support from Local Governing Body Authorizing the
Sustainable Jersey Grant funded by PSE&G**

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, Mahwah Township strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

WHEREAS, Mahwah Township is participating in the Sustainable Jersey Program; and

WHEREAS, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created a grant program called the Sustainable Jersey Grants Program funded by PSE&G;

THEREFORE, the Township Council of Mahwah Township has determined that Mahwah Township should apply for the aforementioned Grant.

THEREFORE, BE IT RESOLVED, that Township Council of the Mahwah Township, State of New Jersey, authorize the submission of the aforementioned Sustainable Jersey grant funded by PSE&G in the amount of \$2,000.00.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 19th day of February, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President



[Homepage](#) [Mahwah Twp 2,000](#) Municipal Grant Proposal

Municipal Grant Proposal

Please complete all required fields marked with a **red ***

You can save as a draft and return later to complete by clicking **"Save Draft"** at the bottom of the page.

When you are ready to submit this step, please click the **blue "Mark as Complete"** button at the bottom of the page.

You may encounter a **pop-up window** when you click on links within the application form--please note that all links within the application are for pages and files from the Sustainable Jersey for Schools website which are safe and secure.

Application Year:

View Only Field - Automatically Populated

2026

I. Requested Funding Amount

Before moving forward with the application, you must first select the grant amount that you are applying for. This will populate the form with questions specific to that grant.

Which grant are you applying for?

\$2,000

II. Sustainable Jersey Grant History

How it Affects Eligibility

Municipalities are able to have two grants open at one time--one "large" grant of \$5,000 or more and one "small" grant of \$2,000. If a municipality currently has an open large

grant, then it is unable to apply for another large grant until their previously-awarded grant is closed. However, the municipality can apply for a new small grant and vice-versa.

Outstanding Grants

However, if the previously-awarded grant is considered outstanding, then the municipality is unable to apply for any additional grants until that grant is closed. A previous grant is considered outstanding if it is open past the original deadline for closing out the grant. Typically, they are grants that are two program years old. So, for this cycle, any grants from 2024 and earlier are considered outstanding. This is still the case even if the grant was given an extension--it must be closed out before the municipality is eligible to apply for any new grants.

What to Do to Become Eligible

If your municipality currently has an open or outstanding grant affecting its eligibility, it can be closed out as long as the project is finished (with all of the grant funding spent) by submitting a final report. More information on the grant's reporting requirements can be found [here](#) and links to all of the final reports forms are available [here](#). Sustainable Jersey staff must approve the final report in writing in order for the grant to be closed out.

Sustainable Jersey staff will notify the primary application contact of municipalities with open and outstanding grants affecting their eligibility during the application's eligibility pre-screening process. There is a good chance open or outstanding grants can be closed out in time for a grant application to be considered as long as the project will be completed, and a final report submitted, by mid-March.

Does your municipality have any open Sustainable Jersey grants?

No

You are eligible to apply for a large (\$10,000 or \$20,000) and/or small (\$2,000) grant in the 2024 Sustainable Jersey Grants Program cycle funded by the PSEG Foundation.

If you need more information on your municipality's open Sustainable Jersey grants, contact Kaitlyn Vollmer at grants@sustainablejersey.com or at 609-771-3189. She can tell you how your grant affects your eligibility and what options you have to close it out.

III. Applicant Information

Search for your municipality name via the search bar and this information will auto-fill. Please note that municipalities with the same name may have to try clicking on more than one name before finding the one assigned to the correct county.

Search Municipality Name

Will auto-populate municipality name and county

Mahwah Twp

Applicant Name

County

Municipality Employer Identification Number (EIN)

Please do not includes any dashes (-).

██████████

IV. Application Contacts

a. Mayor

Mayor Name

James Wysocki

Mayor Phone

Please do not includes any dashes (-).

2015295757

Extension Number (if applicable)

267

Mayor Email

jwysocki@mahwahtwp.org

b. Fiscal Contact

NOTE: *The fiscal contact must be a person (typically the Business Administrator) authorized to manage official municipal funds*

Fiscal Contact Name

Ben Kezmarsky

Fiscal Contact Title

Business Administrator
Fiscal Contact Phone

Please do not includes any dashes (-).

2015295757
Extension Number (if applicable)

265
Fiscal Contact Email

bkezmarsky@mahwahtwp.org
Fiscal Contact Mailing Address

Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

c. Media Contact

NOTE: *While not required, we encourage you to choose someone to be responsible for the promotion of your project with the community and news outlets*

Media Contact Name

Rich Wolf

Media Contact Title

Mahwah Environmental Commissioner

Media Contact Phone

Please do not includes any dashes (-).

██████████
Extension Number (if applicable)

Media Contact Email

████████████████████

V. Grant Proposal

Please make sure to carefully review the Evaluation Criteria in the [Application Information Packet](#) that the Selection Committee will use when evaluating your proposal.

a. Project Title and Brief Description (100 word limit)

Provide a name for the proposed project and a short description. The description should focus on a specific effort that the grant will be used to support. This description will be used in program reports and communications materials.

IMPORTANT NOTE REGARDING ENERGY-RELATED PROJECTS: View the Energy-Related Projects section of the [Application Information Packet](#) to find resources and guidance for these types of projects.

Project Title

Mahwah Community Tree Restoration Program

Project Description

Mahwah Township seeks \$2,000 from the Small Grant Program to purchase tree seedlings for distribution to Mahwah residents. The program helps replace trees lost to recent storms, flooding, and invasive species, and will support Mahwah's commitment to environmental stewardship and preservation of its tree canopy.

Mahwah is "Bergen County's Parkland," reflecting its extensive natural resources and forested character. Past Year's New Jersey tree giveaway programs have been dismantled, leaving a gap in local reforestation efforts. This project will address that gap by empowering residents to replant trees, strengthening community resilience, improving stormwater management, and maintaining the township's green infrastructure.

b. Action Plan & Timeline

Create an outline of the specific steps your team will take to complete the proposed project. These steps include project planning, implementation, community engagement, promotional activities and evaluation. Identify the target completion date for each step to ensure the project can be accomplished by the end of the grant performance period. Ribbon cutting ceremonies or milestone events should be identified. An action plan template is available for download as a word document [here](#) and as a Google Doc [here](#). If using the Google Doc version, please note that it is *View Only* and that you will need to make sure to copy the form by clicking *File* and then *Make a copy* in order to be able to edit (fill out) the form.

Adjustments can be made to the timeline after the grant is awarded. *Applicants may not submit for reimbursement for a project underway or already completed. Efforts funded by the grant should not start until after the grant announcement event in late May. Planning steps can occur beforehand.*

Promotion of the grant should include both the [Sustainable Jersey](#) and [PSEG Foundation](#) logos. Examples of promotion materials recognizing the funders can be found [here](#).

Action Plan & Timeline

c. Budget Narrative and Detailed Project Budget

The purpose of the Budget Narrative is to explain what the grant funds will be used for. The Detailed Project Budget is an itemized list of all project expenses by category.

A sample budget template is available as a downloadable excel sheet [here](#) and as a Google Sheet [here](#). If using the Google Sheet version, please note that it is *View Only* and that you will need to make sure to copy the sheet by clicking *File* and then *Make a copy* in order to be able to edit (fill out) the sheet.

You do not need to use the template, but we would prefer that you create your budget in an excel worksheet (but will still accept other file formats).

Sustainable Jersey recommends reviewing the budget section of the [Application Information Packet](#) before completing this section of the application.

Budget Narrative

The budget for this project is primarily the cost (including shipping) of the 600 tree seedlings to be distributed to community residents. Tree will be purchased from reputable regional nurseries or conservation suppliers and will be suitable for residential planting as they will be chosen based on the following criteria:

- Native or climate-resilient species
- Compatibility with Mahwah's soil and climate
- Low maintenance requirements

We will utilize the Township's Bid Process to obtain at least two quotes to ensure reasonable pricing for the seedlings.

There will be a small amount spent on informational posters presented at the event describing Planting & Care instructions and a digital QR Code will be created for for online access to this information

The Project success will be evaluated using:

- Number of seedlings distributed
- Number of participating households
- Estimated number of trees planted
- Post-event resident feedback (optional survey)

The township will track participation and report results to Sustainable Jersey and the PSE&G Foundation.

No matching funds are requested. All grant funds will be used directly for seedling purchases.

Detailed Budget

[Mahwah Community Tree Restoration 2026 Budget.xlsx](#) _

VI. Optional Information

Letters of commitment or support from project partners: This includes the school/district green team, business, community organizations, local non-profits, external partners or others. Letters that clearly describe the partner's role in the project are encouraged. The additional file upload option can also be used to provide more detailed project information, such as surveys or other data supporting the need for the project.

File Upload

[Mahwah Community Tree Restoration Program 2026 Addl Info.docx](#) _

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #120-26
DATE: February 19, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
May						
Paz						
Wong						
Ferguson						

RESOLUTION AUTHORIZING A CLOSED EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MAHWAH

WHEREAS, meetings of the Mahwah Township Council are subject to the requirements of the Open Public Meeting Act N.J.S.A. 10:4-6 et seq. ("OPMA"); and

WHEREAS, the OPMA provides that a public body may exclude the public from a portion of a meeting during which the public body discusses items enumerated by N.J.S.A. 10:4-12b, which items are recognized by the OPMA as requiring confidentiality; and

WHEREAS, it is necessary and appropriate for the Township Council to discuss certain matters in a meeting not open to the public in accordance with N.J.S.A. 10:4-12b.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, as follows:

1. The Township Council shall hold a closed meeting from which the public shall be excluded on February 19, 2026.
2. The general nature of the subjects to be discussed at said closed meeting shall be as follows:
 - a. Pursuant to N.J.S.A. 10:4-12(b)(7), matters falling within the attorney-client privilege relating to:
 - C1. Attorney-Client Privilege; Litigation; DPW

The minutes of said closed meeting shall be made available for disclosure to the public when the items that are subject of the closed session discussion are resolved and a reason for confidentiality no longer exists, in accordance with the OPMA.

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 19th day of February, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President