Amended 3/12/26

TOWNSHIP OF MAHWAH
COMBINED WORK SESSION AND PUBLIC MEETING AGENDA
THURSDAY, MARCH 12, 2026

Honorable Anthony J. Gianni Jr. Chambers **7:00 PM**
Richard J. Martel Municipal Center
475 Corporate Drive, Mahwah, New Jersey

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

WORK SESSION
SUBMISSION OF BILLS AND CLAIMS

ENGINEERING

1a. Authorization; Execution of Developer's Agreement HMH Carrier Clinic, Inc. d/b/a The Retreat and Recovery; 1071 Ramapo Valley Road; Block 23, Lot 45; (Docket No. 1466-19A)
1b. Written Status Report

LEGAL

2a. Authorization; County Board Tax Appeal, 301 Island Road
2b. 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
2c. Authorization; Rock Wall License Agreement; 37 Hampshire Road

ADMINISTRATION

3a. Authorization; Resolution Setting Recreation Fees for 2026
3b. Authorization; Resolution Setting Pool Fees for 2026
3c. Authorization; Refund of Certain Overpayments; Tax Collection Department; Block 62, Lot 4 and Block139, Lot 2920
3d. Authorization; Purchase of one Asst. Fire Chief GM Tahoe Command Vehicle with consoles/LED Lighting Package on HGAC contract #AM10-23; 10-75 Emergency Lighting, LLC
3e. Authorization; License to Operate Food and Beverage Concessions at the Municipal Pool, 1-year Contract Extension (Contract Year 5) for the 2026 Pool Season, Waldwick Whistle Stop; RFP #22-06
3f. Authorization; License to Operate Food and Beverage Concessions at Continental Soldiers & Commodore Perry Field, 1-year contract extension (Contract Year 2); Waldwick Whistle Stop RFP #24-02

3g. Authorization; Contract for Proprietary Software; DPW Work Order System for 2026 Brightly Software, Inc.
3h. Authorization; Contracts Utilizing Bergen County Co-Op 24-36; Large Scale Vehicle Parts and Repair Services; Hudson County Motors, Inc.
3i. Authorization; Contracts Utilizing Bergen County Co-Op #24-43; Cars, Crossovers, SUV's, Auto Parts; Route 23 Auto Mall, LLC
3j. Authorization; Contracts Utilizing Bergen County Co-Op 24-18; HVAC and Plumbing Services; Jason Mazzer Plumbing and Heating, LLC
3k. Veteran's 100% Tax Exemption; Block 139, Lot 826
3l. Authorization; Resolution Donating a 2004 Seagrave Fire Truck to Sandyston Township
3m. Authorization; Refund of Certain Overpayments; Utility Collection Department; 656 Plum Terrace
3n. Authorization; Contract with McNerney & Associates, Inc.; Tax Appeal Valuation Services; Volvo Car USA, LLC v. Mahwah
3o. Authorization; Contract with McNerney & Associates, Inc.; Tax Appeal Valuation Services; Hospitality Property; Sonesta Select v. Mahwah
3p. Authorization; Title VI; Access Transportation
3q. Resolution Authorizing the Execution of a Settlement Agreement with Toll NJ I, LLC, In Connection with the Township's Fourth Round Affordable Housing Obligations
3r. Resolution Endorsing the Amended Fourth Round Housing Element and Fair Share Plan, As Amended
3s. Resolution of the Mayor and Council of the Township of Mahwah Adopting Affirmative Marketing Plan
3t. Resolution of the Township Council of the Township of Mahwah Approving a Fourth Round Affordable Housing Trust Fund Spending Plan and Requesting Program and/or Court Approval of the Spending Plan
3u. Resolution of the Mayor and Council of the Township of Mahwah Adopting Rehabilitation Manual
3v. Resolution Authorizing Change Order #3 for Purchasing of one Rescue Support Vehicle on HGAC Contract #FS12-23, Reducing the Contract by $19,515.90; Ward Apparatus, LLC
3w. Resolution Amending Temporary Capital Budget
3x. Resolution Transfer of Appropriation Reserves
3y. Resolution of the Township of Mahwah, County of Bergen, State of New Jersey, Rescinding Contract Award to Dobco, Inc. for the New DPW Facility Project
3z. Resolution Authorizing Execution of Second Memorandum of Agreement Addendum to Provide the Mahwah Board of Education with a School Resource Officer for an Additional Year Through June 30, 2026
3aa. Authorization; Temporary Shared Service Agreement; Septic Consulting; Borough of Lincoln Park

TOWNSHIP COUNCIL

4a. Resolution of the Township of Mahwah, County of Bergen, State of New Jersey, Indicating Intent to Issue a New Hotel/Motel Liquor License (Type 36) in Accordance with N.J.S.A. 33:1-1 et seq.
4b. Firefighter Application; James Keane; Fire Company #2

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
Budget Meeting Minutes for February 7, 2026
Budget Meeting Minutes for February 14, 2026
Combined Work Session and Public Meeting Minutes for February 19, 2026
Closed Session Meeting Minutes for February 19, 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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- 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

ORDINANCES – INTRODUCTIONS
#2090 ~~**VARIOUS GENERAL CAPITAL IMPROVEMENTS BOND ORDINANCE**~~

* Bond Ordinance Providing for Technology Upgrades in and by the Township of Mahwah, in the County of Bergen, New Jersey, Appropriating $247,500 Therefor and Authorizing the Issuance of $235,125 Bonds or Notes of the Township to Finance Park of Cost Thereof

#2091 ~~**VARIOUS WATER/SEWER IMPROVEMENTS BOND ORDINANCE**~~

* Bond Ordinance Providing for Technology Upgrades for the Water and Sewer Utility in and by the Township of Mahwah, in the County of Bergen, New Jersey, appropriating $225,000 Therefor and Authorizing the Issuance of $225,000 Bonds or Notes of the Township to Finance the Cost Thereof

ORDINANCES – PUBLIC HEARINGS

#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**

#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**

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

#125-26 Authorization; Execution of Developer's Agreement HMH Carrier Clinic, Inc. d/b/a The Retreat and Recovery; 1071 Ramapo Valley Road; Block 23, Lot 45; (Docket No. 1466-19A)

#126-26 Authorization; County Board Tax Appeal, 301 Island Road

#127-26 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

#128-26 Authorization; Rock Wall License Agreement; 37 Hampshire Road

#129-26 Authorization; Resolution Setting Recreation Fees for 2026

#130-26 Authorization; Resolution Setting Pool Fees for 2026

#131-26 Authorization; Refund of Certain Overpayments; Tax Collection Department; Block 62, Lot 4 and Block139, Lot 2920

#132-26 Authorization; Purchase of one Asst. Fire Chief GM Tahoe Command Vehicle with consoles/LED Lighting Package on HGAC contract #AM10-23; 10-75 Emergency Lighting, LLC

#133-26 Authorization; License to Operate Food and Beverage Concessions at the Municipal Pool, 1-year Contract Extension (Contract Year 5) for the 2026 Pool Season, Waldwick Whistle Stop; RFP #22-06

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#137-26 Authorization; Contracts Utilizing Bergen County Co-Op #24-43; Cars, Crossovers, SUV's, Auto Parts; Route 23 Auto Mall, LLC

#138-26 Authorization; Contracts Utilizing Bergen County Co-Op 24-18; HVAC and Plumbing Services; Jason Mazzer Plumbing and Heating, LLC

#139-26 Veteran's 100% Tax Exemption; Block 139, Lot 826

#140-26 Authorization; Resolution Donating a 2004 Seagrave Fire Truck to Sandyston Township

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#142-26 Authorization; Contract with McNerney & Associates, Inc.; Tax Appeal Valuation Services; Volvo Car USA, LLC v. Mahwah

#143-26 Authorization; Contract with McNerney & Associates, Inc.; Tax Appeal Valuation Services; Hospitality Property; Sonesta Select v. Mahwah

#144-26 Authorization; Title VI; Access Transportation

#145-26 Resolution Authorizing the Execution of a Settlement Agreement with Toll NJ I, LLC, In Connection with the Township's Fourth Round Affordable Housing Obligations

#146-26 Resolution Endorsing the Amended Fourth Round Housing Element and Fair Share Plan, As Amended

#147-26 Resolution of the Mayor and Council of the Township of Mahwah Adopting Affirmative Marketing Plan

#148-26 Resolution of the Township Council of the Township of Mahwah Approving a Fourth Round Affordable Housing Trust Fund Spending Plan and Requesting Program and/or Court Approval of the Spending Plan

#149-26 Resolution of the Mayor and Council of the Township of Mahwah Adopting Rehabilitation Manual

#150-26 Resolution Authorizing Change Order #3 for Purchasing of one Rescue Support Vehicle on HGAC Contract #FS12-23, Reducing the Contract by $19,515.90; Ward Apparatus, LLC

#151-26 Resolution amending temp capital budget

#152-26 Resolution Transfer of appropriation reserves

#153-26 Resolution of the Township of Mahwah, County of Bergen, State of New Jersey, Rescinding Contract Award to Dobco, Inc. for the New DPW Facility Project

#154-26 Resolution Authorizing Execution of Second Memorandum of Agreement Addendum to Provide the Mahwah Board of Education with a School Resource Officer for an Additional Year Through June 30, 2026

#155-26 Authorization; Temporary Shared Service Agreement; Septic Consulting; Borough of Lincoln Park

#156-26 Resolution of the Township of Mahwah, County of Bergen, State of New Jersey, Indicating Intent to Issue a New Hotel/Motel Liquor License (Type 36) in Accordance with N.J.S.A. 33:1-1 et seq.

#157-26 Firefighter Application; James Keane; Fire Company #2

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

ADJOURNMENT

THIS AGENDA IS SUBJECT TO CHANGE

1a.

Township Of Mahwah

DIVISION OF ENGINEERING
475 Corporate Drive
Mahwah, NJ 07430

MICHAEL J. KELLY, P.E.
Township Engineer

Tel 201-529-5757 x 255
Fax 201-512-0537
mkelly@mahwahtwp.org

VIA EMAIL

February 26, 2026

Ms. Carolyn George, RMC
Township Clerk
Municipal Building
475 Corporate Drive
Mahwah, New Jersey 07430

Re: HMH Carrier Clinic, Inc.
Developer's Agreement
1071 Ramapo Valley Road
Block 23, Lot 45
Township of Mahwah
Docket No. 1466-19A

Dear Ms. George:

Our office has reviewed the Developer's Agreement for the above project and recommend that the Township adopt a Resolution of Approval authorizing the Township to execute this Agreement. We respectfully request that this item be placed on the Agenda for the March 12, 2026 Council Work Session.

Thank you for your kind attention to this matter. Should you have any questions, or require any additional information, please do not hesitate to contact me.

Very truly yours,

Michael J. Kelly
Township Engineer

MJK/cs
cc: Ben Kezmarsky, Township Business Administrator
Geraldine Entrup, Administrative Officer
Anthony J. Vero, Construction Code Official
Christine Siniscalchi, Soil Movement Clerk
Michelle Sheydwasser, Board of Adjustment Clerk
John Conte, Esq., Board of Adjustment Attorney
Bruce E. Whitaker, Esq.

260226 DA Letter cs

16.

Township Of Mahwah

DIVISION OF ENGINEERING
475 Corporate Drive
Mahwah, NJ 07430

MICHAEL J. KELLY, P.E.
Township Engineer

Tel 201-529-5757 x 255
Fax 201-512-0537
mkelly@mahwahtwp.org

MEMORANDUM

TO: The Honorable Mayor and Council – Township of Mahwah
FROM: Michael J. Kelly, P.E., Township Engineer
DATE: March 6, 2026
RE: Status Report for Work Session March 12, 2026
Our File No. MA-3126-05

The following is a brief summary of the status of various projects and matters with which our department is involved:

MA-1798 **Well 18A Design Services** *(Boswell)*

- NJDEP Land Use Permits received on June 2, 2025.
- Received final plans and specifications for review on December 15, 2025 and provided Boswell with our comments on December 16, 2025.
- On December 15, 2025 the Township authorized Boswell Engineering to prepare documents necessary to apply to Green Acres for an exemption for the construction of Well 18A and to complete NJDEP TWA Application and the NBCUA Sewer Connection Permit. Both of these applications were to be submitted by January 28, 2026.

MA-2132 **Various Sanitary Sewer Pumping Station Improvements** *(Boswell)*

- Securing quotes through the PVSC Co-op Purchasing Program.

MA-3019 **Ridge Road – Street Lighting**

- Rockland Electric Company mobilized on February 16, 2026. Conduit and light pole foundations have been installed. Work is expected to be completed by May 1, 2026.

MA-3025 **Darlington County Park and Mahwah Pool**

- Waiting on the County's evaluation of creating stop-controlled intersection on Darlington Avenue at Ridge Road.

MA-3037 Fardale Avenue Culvert Replacement

Grantor: FY2023 Local Aid
Grant Amount: $158,000.00

Grantor: FY2024 Local Aid
Grant Amount: $207,710.00

- Required easements have been obtained.
- Received NJDOT approval on March 4, 2026. Project to be advertised for public bids on March 11, 2026 with bids being received April 8, 2026.

MA-3073 Improvements to Corporate Drive

Grantor: NJDOT – Local Aid, FY 2025
Amount Received: $190,050.00

Grantor: NJDOT – Local Aid, FY 2026
Amount Received: $259,121.00

- Plans and specifications sent to NJDOT for their review and approval on March 6, 2026.

MA-3077 Stormwater Utility Evaluation

- We are participating in the County Regional Stormwater Utility Evaluation Program. Will relay information to Administration.
- Meetings held with the County on September 24, 2024 and January 15, 2025 to review program.

MA-3082 Hillside Avenue, King Street and Siding Place Drainage Project

- H2M presented findings at the Council Meeting on March 10, 2025.
- Proposal approved for Phase 2A at Council Meeting held on May 19, 2025.
- Field survey work has been completed.

MA-3102 Water Meter Replacement Project

- H2M proposal approved at August 4, 2025 Council meeting. Project kickoff meeting held August 13, 2025.
- We have received preliminary project schedules from H2M, see below:

	Project Bid	Project Completion
I-Bank Funded	5/4/26	7/4/28

MA-3103 Lawrence Road – Water Main Replacement Project

- H2M proposal approved at July 21, 2025 Council meeting. Project kickoff meeting held July 23, 2025.
- Field survey work completed. Expect project to be bid Q1 of 2026 and construction to begin spring of 2026.

MA-3109 Franklin Turnpike Headwall Evaluation

- H2M proposal approved at August 4, 2025 Council Meeting. Project kickoff meeting held August 13, 2025.
- Draft report received on March 5, 2026, currently being reviewed.

MA-3120 2026 Road, Curb, and Sidewalk Improvement Program

- Project advertised for bids on February 20, 2026. Bids to be received on March 18, 2026. Expect project to be awarded at the March 23, 2026 Council meeting.

MA-3121 Karen Drive and Lynn Terrace Road Improvements

Grantor: PY 2025/2026 Bergen County Community Development Block Grant
Grant Amount: $75,509.00

- Project advertised for bids on February 25, 2026. Bids to be received on March 19, 2026. Expect project to be awarded at the March 23, 2026 Council meeting.

MA-10-159 NJ Transit, Mall Apartments and South Railroad Avenue

- Meeting held with residents, Mayor Wysocki, and my office on August 21, 2025. Gave overview of drainage system and challenges being encountered. Waiting on results of NJ Transit's Hydrologic Study.
- Meeting held with NJ Transit's consulting Engineer on January 22, 2026 to review draft project plans.

MJK/cs
cc: Benjamin Kezmarsky, Township Business Administrator
Janet Puzo, Assistant to the Business Administrator
Joanne Becker, Qualified Purchasing Agent
Carolyn George, Municipal Clerk
Leslie Wen, Deputy Clerk
Glenn Dowson, Director, Department of Public Works

26.

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement is made on _____, ~~2025~~ 2026 by and between **GERALDINE CORTAZZO**, whose address is 145 Fardale Avenue, Mahwah, New Jersey 07430 (hereinafter, "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 (hereinafter, "Grantee" or "Township").

WITNESSETH:

WHEREAS, the Grantee owns and maintains a culvert on Fardale Avenue, which culvert is located between Pendleton Road and West Road (the "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, the Grantor is the property owner of Block 158, Lot 8 as designated on the Township of Mahwah Tax Map, and commonly known as 145 Fardale Avenue (the "Property"); and

WHEREAS, the Grantee wishes to create a temporary encroachment within a portion of the Property for the public purpose of replacing the Culvert; and

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

WHEREAS, the Grantor is willing to grant the Temporary Construction Easement to the Grantee for the use of the Grantee to replace the Culvert; and

WHEREAS, the Temporary Construction 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 four thousand dollars and zero cents ($4,000) and other good and valuable consideration, and upon the terms and conditions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee a non-exclusive Temporary Construction Easement. In addition to the $4,000 referenced above, the Township shall compensate the Grantor for any additional damages or loss of use of the Property caused by delays, damages, or access

interference clearly identified as caused by the Township as a result of the work performed in connection with this Agreement. This shall not include any change to the value of the Property.

2. **Purpose**. The Temporary Construction Easement is for the public purpose of access by the Grantee to replace the Culvert in accordance with applicable laws, rules, regulations, orders, approvals, permits, and ordinances.

3. **Grantor's Representations**. The Grantor represents that she is the owner in fee title of the Property, and that it has full legal authority to grant this Temporary Construction 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.** The Grantee represents as additional consideration in exchange for the Temporary Construction Easement, the Township shall install Decorative Tall Maiden Grass plantings positioned in such a way as to provide covering behind the guide rail that faces the home and Little Bunny Fountain Grass plantings in front of the guide rail facing the road that will provide covering facing the road. Grantor expressly grants the Township the right to access and conduct work on Grantor's private property as needed to provide the consideration described above. If the property is not restored properly, as set forth above, when the Grantee's work is completed, Grantor can notify Grantee and Grantee shall take all reasonable and necessary steps to repair the plantings.

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. **General Access**. Subject to a right of entry of the Grantee, which will not be unreasonably refused, nothing herein shall, or shall be construed to, limit the rights of a party to enter upon the Property for the purposes of constructing on, or making replacements, changes, restorations, alterations, improvements or repairs, or for the Grantor's general use of the Property, provided that in doing so they do not materially interfere with the use or enjoyment of the Property. The Grantee acknowledges any construction work performed shall be done in a reasonable manner, and at reasonable times, and Grantee shall restore the Property, including lawns, landscaping, fences, and driveways, to the same or better condition as existed prior to commencement of work. Restoration shall be completed within 30 days of completion of the work. If the Township fails to restore as required herein, Grantor may perform restoration and be reimbursed for all costs and expenses of same within 30 days upon submission of an invoice to the Grantee. Except in the event of an emergency, the Grantee shall provide reasonable notice of not less than 72 hours to the Grantor prior to accessing the Property for construction work. All access to the Property shall be limited to daylight hours, not before 8 a.m. nor after 5 p.m., Monday through Friday, unless otherwise approved by in writing by the Grantor.

7. **Timing for Work.** The work to be performed by the Grantee and the right of entry shall automatically terminate upon completion of the culvert replacement and restoration of the Easement Area to its prior condition, but in no event later than six (6) months from commencement of work, unless extended by mutual written agreement. Upon completion of the

work, Grantor shall have the right to inspect the Property to confirm full restoration prior to Township's demobilization.

8. **Binding Nature of Conveyance**. The Temporary Construction Easement and the rights and obligations created and imposed 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 Temporary Construction Easement shall not constitute a waiver or forfeiture of the right to enforce such provision in the future. The grant and conveyance evidenced hereby shall automatically terminate as provided herein.

9. **Indemnification and Insurance.** Grantee shall indemnify, defend, and hold harmless Grantor, her 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. The Township shall maintain general liability insurance with limits not less than $2,000,000 per occurrence, naming Grantor as an additional insured, and shall provide certificates of insurance to the Grantor prior to entry.

10. **Modification and Headings.** This Temporary Construction Easement 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 Temporary Construction Easement.

11. **Governing Law.** This Temporary Construction 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 Temporary Construction 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. Notice may also be provided by electronic mail, provided that receipt is confirmed by reply or read receipt.

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

Witness:

By: _____
Name: Ari Bernstein

Grantor:

By: _____
Name: Geraldine Cortazzo
2-27-26

Witness:

By: _____
Name: Carolyn George, RMC

Grantee: Township of Mahwah

By: _____
Name: James Wysocki

2c.

TEMPORARY LICENSE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026, by and between:

THE TOWNSHIP OF MAHWAH, a body politic and corporation
of the State of New Jersey, whose address is
475 Corporate Drive,
Mahwah, New Jersey 07430

(the "Licensor" or "Township")

and:

MARY JANE SANTAITE & FRED SANTAITE
37 Hampshire Road
Mahwah, New Jersey 07430

(the "Licensee" or "Owner")

W I T N E S S E T H :

WHEREAS, Mary Jane Santaite and Fred Santaite are the owners (the "Owners") of property located at 37 Hampshire Road, Mahwah, New Jersey 07430, designated as Block 21.05, Lot 10 on the official Tax Map of the Township of Mahwah (the "Property"); and

WHEREAS, the Owners received variance approvals from the Mahwah Township Zoning Board of Adjustment for their single-family home, as memorialized by Resolution No. 25-1598 adopted on August 20, 2025 and Resolution No. 25-1598 (Amended), adopted on January 7, 2026; and

WHEREAS, per condition "e" of the August 20, 2025 resolution, the Owners must either remove a rock wall that encroaches upon a Township easement (the "Township Easement") or obtain permission from the Township Council for the rock wall to remain, conditioned upon Owners removing the rock wall, at their cost, if required by the Township in the future due to an overriding health and public safety reason; and

WHEREAS, the Owners have requested permission to keep the rock wall in place until such time as the Township may require it to be removed; and

WHEREAS, the Township desires to grant the Owners a temporary license for the portion of the rock wall that extends into the Township Easement, subject to the terms and conditions set forth in this Temporary License Agreement (the "Agreement").

NOW, THEREFORE, IN CONSIDERATION OF the sum of **ONE DOLLAR ($1.00)**, and the mutual undertakings herein, the Township hereby gives, grants and conveys to

the Owner, a temporary license for the purpose of permitting access and use of the Township's easement as further set forth and described herein and subject to the following conditions:

1. Licensees request permission for an existing rock wall located within the Township Easement to remain on the Property. Licensees shall not erect, place, plant, permit, or allow growth or obstructions that would interfere with the use of the Township Easement or impair Licensor's ability to access same for the purposes stated herein, its intended purposes, or prohibit access by Licensor.

2. Licensees shall be responsible for the maintenance of the rock wall placed in the portion of the Township Easement that is the subject of this Agreement. However, the granting of this license does not prejudice or preclude the Township's right to enter upon the Township Easement for any reason whatsoever, including to maintain, construct, operate, repair, replace or remove said sanitary sewer and facilities and appurtenances thereto. Licensor shall provide Licensees with forty-eight (48) hour advance written notice prior to entering upon the Property, except in the case of an emergency.

3. This approval is subject to any approvals or restrictions required by the N.J. Department of Environmental Protection ("NJDEP"), due to the existence of wetlands, wetlands transition area and riparian buffers on the property. Licensees will be proceeding at their own risk if they do not obtain any required NJDEP approvals.

4. Licensor shall not be responsible for any costs to replace the rock wall or any other structures or landscaping that are displaced as the result of any required maintenance, repair or reconstruction activities in furtherance of the Agreement.

5. In further consideration of the license, Licensees agree to save, hold and keep harmless and indemnify Licensor from any and all claims and liability for losses or damage to property or injury to any persons caused by them or their agents occurring during and relating to this license.

6. Licensees shall furnish the Township with a Certificate of Insurance showing coverage for bodily injury of at least $250,000/$500,000 and property damage of at least $100,000. The Certificate of Insurance must clearly indicate that the Township of Mahwah is an additional insured on all liability policies and shall contain a ninety (90) day notice of cancellation to the Township.

7. Licensor and Licensees each, binds themself, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in this Agreement. This Agreement shall run with the land and may be enforceable by a subsequent owner of the Property or the Township Easement.

8. This Agreement contains the entire Agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto relating to the subject matter hereof. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the

terms of this Agreement. No representations, warranties, covenants or conditions expressed or implied, whether by statute or otherwise, other than as set forth herein have been made by any party hereto.

9. This Agreement may not be modified by either party unless both the Licensor and Licensees agree to such modifications in writing.

10. This license shall cease and be abandoned upon either of the following: (1) the Licensees remove the existing rock wall from the Township Easement; or (2) the Township declares an overriding health and public safety reason to terminate the license.

11. This Agreement shall be recorded with the Bergen County Clerk's Office by the Township Attorney, at Licensees' cost.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused their proper corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated below.

WITNESS/ATTEST:

TOWNSHIP OF MAHWAH/LICENSOR

_____
Carolyn George, RMC
Municipal Clerk

By: _____
James Wysocki, Mayor

WITNESS/ATTEST:

LICENSEE

_____

By: _____
Mary Jane Santaite

WITNESS/ATTEST:

LICENSEE

_____

By: _____
Fred Santaite

[ACKNOWLEDGMENTS ON FOLLOWING PAGES]

STATE OF NEW JERSEY:
: SS:
COUNTY OF BERGEN :

I CERTIFY that on , 2026 CAROLYN GEORGE personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the CLERK of the TOWNSHIP OF MAHWAH, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is JAMES WYSOCKI, the MAYOR of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Council; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

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

_____
Carolyn George, Municipal Clerk

_____
(Notary sign, seal, stamp)

STATE OF NEW JERSEY }
} SS.:
COUNTY OF BERGEN }

I CERTIFY that on _____, 2026, _____ personally came before me and acknowledged under oath, to my satisfaction:

(A) that he/she is the owner of Property located at _____, Mahwah, New Jersey _____;

(B) signed, sealed and delivered this document as his/her act and deed.

_____

STATE OF NEW JERSEY }
}
} SS.:
COUNTY OF BERGEN }

I CERTIFY that on _____, 2026, _____ personally came before me and acknowledged under oath, to my satisfaction:

(A) that he/she is the owner of Property located at _____, Mahwah, New Jersey _____;

(B) signed, sealed and delivered this document as his/her act and deed.

_____

Record & Return to:
Susan C. Sharpe, Esq.
Dorsey & Semrau, LLC
714 Main Street
Boonton, NJ 07005
(973) 334-1900

McDonnell & Whitaker, L.L.C.

Counsellors at Law

BRUCE E. WHITAKER

RICHARD C. MCDONNELL
(1969-2011)

245 East Main Street
P.O. Box379
Ramsey, New Jersey 07446-0379
201.934.0110
Fax 201.934.0448
mcwhitlaw@optonline.net

January 23, 2026

Via Email

Township of Mahwah
Mayor and Council
400 Corporate Drive
Mahwah, NJ 07430

Re: Santalte
37 Hampshire Road, Mahwah, NJ

Dear Mayor and Council:

Our office represent Fred & Mary Jane Santalte who are the owners of the above referenced property. They have received variance approval from the Mahwah Zoning Board of Adjustment. A copy of the two Resolutions in regards to this matter are attached.

Condition E of the original Resolution of Approval requires that a rock wall that is on a Township easement to either be removed or to obtain permission from the Mayor and Council to permit the rock wall to remain with the understanding that if the Township of Mahwah requires the rock wall to be removed in the future, the owner of the property would be required to do so at owner's expense.

We request on behalf of our client that a standard Hold Harmless Agreement be entered into between the owner and the Township that would permit the rock wall to remain with the understanding that if the rock wall is required to be removed at some future date by the Township of Mahwah, the owner of the property would be required to do this at owner's expense and the Township would have no obligation to reinstall the rock wall. We have been advised through our engineer that the possibility of needing access to this easement is very remote but nevertheless, this would be an obligation that would run with the land and be an obligation of all future owners because the agreement would be recorded in the Bergen County Clerk's Office to alert all future owners of this situation.

On behalf of our client, I am requesting that the Governing Body permit this and if consent is granted, I will work with the Township Attorney who is copied on this letter to finalize a written agreement.

On behalf of my client, I thank you for your consideration.

Very truly yours,

BRUCE E. WHITAKER
BEW/cp
Enclosure
Cc: client via email
L2A Engineering via email
Fred Semrau, Esq via email
Michael Kelly, PE via email

RESOLUTION

BOARD OF ADJUSTMENT
TOWNSHIP OF MAHWAH
COUNTY OF BERGEN, STATE OF NEW JERSEY

Docket No. 25-1598A (AMENDED)
FRED & MARY JANE SANTAITE
Variances for Lot Coverage & Improved Lot Coverage

WHEREAS, Fred & Mary Jane Santaite ("Applicant"), having an address at 37 Hampshire Road, Mahwah, New Jersey, had previously applied to the Board of Adjustment of the Township of Mahwah ("Board") pursuant to Docket No. 25-1598, seeking variance relief from provisions of the Township of Mahwah Zoning Ordinance for property designated as Block 21.05, Lot 10 ("Property") on the Tax Map of the Township of Mahwah (the "Application"); and

WHEREAS, a Public Hearing was held upon the Application on August 6, 2025, wherein the Applicant was represented by Bruce Whitaker, Esq., and the testimony of William R. Vogt, Jr., P.E., was provided on behalf of the Applicant who testified that the Property is located in the R-40 Zone and is developed with a single-family dwelling, driveway, pool, patio, terraced retaining walls, and other site improvements, including a gazebo, composite deck, and curtain drain system and the Applicant required variances as to: Lot Coverage: 15% maximum permitted and 15.22% proposed and Improved Lot Coverage: 30% maximum permitted and 39.95% proposed; and

WHEREAS, the Application also sought relief for greater than one Accessory Structure on the Property - both an existing Gazebo and a proposed Pavilion - which is prohibited under the Township Code and during the course of the Application, the Applicant agreed that the Pavilion would be attached to the principal dwelling and therefore not constitute a second Accessory Structure; and

WHEREAS, the Application was ultimately granted with several conditions, including the condition that: "The pavilion shall be attached to the dwelling to remove it from the category of an accessory structure" (hereinafter, the "Condition"), thereby resulting in there being only one Accessory Structure on the Property; and

WHEREAS, since the date of the Application, the Applicant has removed the Gazebo from the Property thereby eliminating that existing Accessory Structure, and has filed the within Amended Application, pursuant to Docket No. 25-1598A, based upon amended plans which verify the removal of the Gazebo and which proposes that the Pavilion (now, the single Accessory Structure) no longer be required to be attached to the dwelling and to lift the Condition; and

WHEREAS, the Applicant has filed the within Amended Application (hereinafter, the "Amended Application) seeking to lift the Condition which Amended Application was presented

to the Board at public hearing on December 17, 2025, upon public notice, by counsel for the Applicant, Bruce Whitaker, Esq., of the law firm of McDonnell & Whitaker LLC.

FINDINGS OF FACT AND APPLICABLE LAW

1. The Applicant adduced the testimony of William Vogt, Jr., PE, of L2A Land Design, LLC ("Vogt"), who testified as to a "Site Improvement Plan", entitled Minor Site Plan, Site Improvements, 37 Hampshire Road, Township of Mahwah, Bergen County, Newer Jersey, Block: 21.05, Lot 10, Tax Map 20, Zone: R 40-One Family District, dated March 19, 2025, revised September 17, 2025.
2. Vogt confirmed that the Gazebo which was part of the Application has been removed from the Property and, at present, there are no Accessory Structures on the Property. He indicated that the Applicant now proposes to "disconnect" the Pavilion from the dwelling which would result in the following: A) The Pavilion would become the single Accessory Structure on the Property; B) The dwelling would no longer require a variance for Side Yard Setback due to the lessened side yard setback requirements for an Accessory Structure; C) Lot Coverage has been slightly reduced as a result of these revisions and is now 14.87%; and D) Improved Lot Coverage is reduced and is now proposed at 39.91%.
3. The Board also considered the Report of Michael J. Kelly, PE, on behalf of the Board, dated October 2, 2025.
4. The Board accepts the testimony offered by Vogt and the Report of Michael J., Kelly, PE.
5. The within Amended Application seeks to excise or lift a condition imposed during the Public Hearing on the Application, wherein the Applicant was obligated to "attach" a proposed Pavilion to the dwelling in order to avoid the creation of a second Accessory Structure.
6. In *Orloski v. Planning Bd.*, 226 N.J. Super. 666, 672 (Law Div. 1988), aff'd o.b. 234 N.J. Super. 1 (App. Div. 1989), the court considered the validity of conditions and concluded that...To be valid, conditions must (1) not offend against any provisions of the zoning ordinance; (2) not require illegal conduct on the part of the permittee; (3) be in the public interest; (4) be reasonably calculated to achieve some legitimate objective of the zoning ordinance; and (5) not be unnecessarily burdensome to the landowner. Our Courts have held that a board, in granting a variance may impose conditions to safeguard the public interest, so long as they are reasonable and advance the purposes of zoning. *Berninger v. Board of Adjustment*, 254 N.J. Super. 401 (App. Div. 1991), aff'd o.b. *Berninger v. Board of Adjustment of Bor. of Midland Park*, 127 N.J. 226 (1992); *Kali Bari Temple v. Readington Bd. of Adj.*, 271 N.J. Super. 241, 251 (App. Div. 1994). In fact, as stated in *Alperin v. Mayor and Tp. Com. of Middletown Tp.*, 91 N.J. Super. 190, 196 (Ch. Div. 1966), a board is *required* to provide adequate protective conditions and safeguards where it appears proper to grant a variance but such protective measures are necessary to further the zoning objectives.
7. Once lawful conditions are imposed, the elimination of a condition should generally be heard by the board that imposed the same board that imposed the condition. *Amato v. Randolph Tp. Planning Bd.*, 188 N.J. Super. 439, 447 (App. Div. 1982). A previously-imposed condition may become unreasonable through changed circumstances. Our courts have held that boards have the power to modify or eliminate conditions upon a "proper

showing of changed circumstances or other good cause" warranting modification or amendment, *Cohen v. Fair Lawn*, 85 N.J. Super. 234, 237 (App. Div. 1964), or where "enforcement of the restrictions would frustrate an appropriate purpose," *Allied Realty v. Upper Saddle River*, 221 N.J. Super. 407, 414 (App. Div. 1987), certif. den. 110 N.J. 304 (1988). As to a determination of "good cause," our courts have held that the board's intent in imposing the condition in the first instance should be considered, and whether the proposal to modify or eliminate the condition is consistent with or contrary to that intent. *Sherman v. Harvey Cedars Board of Adjustment*, 242 N.J. Super. at 430.

FINDINGS AND CONCLUSIONS OF LAW

1. The Board has considered the Amended Application, the testimony, and all related evidence presented, and after deliberation has found and determined that the Applicant has demonstrated that the Condition, imposed during the Application, may be excised or "lifted". The Board finds that the Condition that "The pavilion shall be attached to the dwelling to remove it from the category of an accessory structure" is no longer necessary inasmuch as the previously existing Gazebo structure on the Property has been removed and the Pavilion as a matter of fact could no longer be a non-permitted, second, accessory structure, but that it will be a single, permitted, accessory structure.
2. The Board finds that the intent of the cited condition was to assure that the Property did not violate the Township Code by creating two Accessory Structures by attaching one of the proposed structures to the dwelling. At present, circumstances have changed and the Gazebo (one of the Accessory Structures) has been demolished and there is no longer a concern about there being potentially two Accessory Structures or the need to attach one of the structures to the dwelling. Accordingly, the Board finds that the subject condition is not necessary, it no longer serves a valid zoning purpose, and there exists good cause to lift the condition.
3. The Board also finds that recent alterations to the Property, including the removal of the Gazebo, result in the additional benefit of reducing Improved Lot Coverage and Building Coverage. Lifting the aforesaid condition also serves to eliminate a Side Yard Setback variance that was created by the Pavilion's expansion of the dwelling, defectively the Pavilion, thereby rendering it as an Accessory Structure, permits the application of the lesser setback requirements for Accessory Structures and the elimination of said variance. The Board finds that these added, ancillary, benefits of lifting the cited condition also constitute "good cause" and eliminate or reduce variances and advance the purposes of zoning.
4. The Board further finds and concludes that the relief granted herein can be granted without causing substantial detriment to the public good and that such granting will not substantially impair the intent and the purpose of the zoning plan and/or of the municipal zoning ordinance.
5. The Board notes that the Application was heard on August 6, 2025 and the Resolution containing the Condition was adopted on August 20, 2025. Unlike many applications to remove or modify a condition which are presented long after the condition is imposed, the within condition is approximately four months old. The Condition was imposed by the Board as currently constituted and the Application and the reasons and purpose of the

Condition is well known to the Board. The Board makes its' decision in the within Amended Application with a full, and recent, recollection of the purpose of the Condition and has carefully considered the reasons why Condition may be lifted.

WHEREAS, the Board of Adjustment of the Township of Mahwah has considered the Amended Application and plans submitted with reference to the objectives, requirements and restrictions set forth in the Zoning Ordinance of the Township of Mahwah and Land Use Statutes of the State of New Jersey.

NOW THEREFORE, BE IT RESOLVED that the Board of Adjustment of the Township of Mahwah, for good cause shown and by reason of the findings and conclusions as set forth herein and/or otherwise on the record at aforementioned public hearing(s), hereby **grants and approves** the Applicant's request to lift the condition imposed during the Application that the "The pavilion shall be attached to the dwelling to remove it from the category of an accessory structure."

Such relief is granted in accordance with the plans submitted and above referenced, subject to the following **terms and conditions:**

a. All findings, conclusions and conditions of the Board's Resolution adopted on August 20, 2025, as the result of the vote taken at public hearing held on August 6, 2025 are hereby adopted and incorporated herein, and shall remain in full force and effect unless modified by the within Amended Application and this Resolution.
b. The Applicant shall comply with all requirements and conditions set forth in the Report of Michael J. Kelly, PE, on behalf of the Board, dated October 2, 2025.

BE IT FURTHER RESOLVED that the Administrative Officer shall forward a copy of this Resolution to the Township Engineer, Construction Official and the Applicant.

MOTION was made at hearing of December 17, 2025, to request and authorize the Acting Board attorney, Mark D. Madaio, Esq., to draft an appropriate Resolution reflecting the Board's determination as aforesaid.

ROLL CALL VOTE UPON MOTION

Name	*Motion*	*Second*	*Yes*	*No*	*Abstain*	*Absent*
Calijone, Stephen						X
Cannava, Richard			X			
Kearney, Thomas						X
Lockwood, Robert			X			
Sitar, Edward	X		X			
Taylor, William			X			
Molfetta, Jon Paul		X	X			
ALTERNATES						
Kasparian, Christian						X
Serna, Camilo						X
TOTAL	------	-------	5		-------	------

MOTION was made at the Board's public hearing on January 7, 2026, to approve and adopt the foregoing Resolution as drafted by Acting Board Attorney, Mark D. Madaio, Esq.

ROLL CALL VOTE UPON FORM OF RESOLUTION

Name	*Motion*	*Second*	*Yes*	*No*	*Abstain*	*Absent*
Calijone, Stephen						X
Cannava, Richard			X			
Kearney, Thomas						X
Lockwood, Robert		X	X			
Sitar, Edward						X
Taylor, William			X			
Molfetta, Jon Paul	X		X			
ALTERNATES						
Kasparian, Christian						X
Serna, Camilo						X
TOTAL	------	------	4		------	-------

RICHARD CANNAVA, CHAIRMAN

GERALDINE ENTRUP, ADMINISTRATIVE OFFICER

RESOLUTION

BOARD OF ADJUSTMENT
TOWNSHIP OF MAHWAH
COUNTY OF BERGEN, STATE OF NEW JERSEY

Docket No. 25-1598
FRED & MARY JANE SANTAITE
Variances for Lot Coverage & Improved Lot Coverage

WHEREAS, Fred & Mary Jane Santaite ("Applicant"), having an address at 37 Hampshire Road, Mahwah, New Jersey, applied to the Board of Adjustment of the Township of Mahwah ("Board") seeking variance relief from provisions of the Township of Mahwah Zoning Ordinance for property designated as Block 21.05, Lot 10 ("Property") on the Tax Map of the Township of Mahwah; and

WHEREAS, a public hearing was held upon the application on August 6, 2025, and the Applicant having shown, to the satisfaction of this Board, that proper notice was served upon all interested parties as required by Statute; and

WHEREAS, the Board having considered its own local knowledge and having inspected the Property and the surrounding neighborhood, and having had opportunity to receive testimony from and question the Applicant and professionals presented, and opportunity was provided for any interested parties and the general public to be heard, and having carefully considered the application together with all testimony and evidence presented, and any reports, comments and recommendations provided by any applicable Township and County departments and/or other agencies, hereby makes the following findings of fact and conclusions of law:

I. PRELIMINARY INFORMATION

1. The Applicant has been represented in this matter by Bruce Whitaker, Esq. At hearing, the Applicant, who is the Property owner, testified and also presented the testimony of:
   a. William R. Vogt, Jr., P.E., professional engineer.

2. The Property is located in the R-40 Zone and is developed with a single-family dwelling, extensive driveway, pool, patio, terraced retaining walls, and other site improvements. A pool was installed in 2004 under approvals granted at that time based on an as-built survey prepared by Conklin Associates. That as-built indicated compliance with improved lot coverage requirements; however, it was later determined that the coverage was miscalculated in 2004, significantly understating the actual coverage present.

3. The Applicant has since constructed various improvements — some without permits — including a gazebo, composite deck, and curtain drain system. The curtain drain is designed to mitigate significant drainage and flooding issues caused by runoff from higher-elevation neighboring properties.

4. The application as originally filed sought variance relief for lot coverage, improved lot coverage, and maximum number of accessory structures. At the hearing, the application was amended to reduce the number of variances by:
   - Removing the composite deck (454 sq. ft.), reducing proposed lot coverage from 16.3% to 15.22%, and improved lot coverage from 41.03% to 39.95%; and
   - Eliminating the pavilion as a second accessory structure by attaching it to the dwelling, thereby removing the need for relief for the number of accessory structures.

5. In support of the within application, the Applicant has submitted the following items, each of which is expressly made a part of this application and is the basis of any Board decision unless otherwise specifically excepted herein:
   a. Completed Township of Mahwah Board of Adjustment Application, dated June 12, 2025, and Application Checklist;
   b. Addendum to Application;
   c. Thirty (30) colorized photographs of the Property;
   d. Property Survey prepared by Lakeland Surveying, dated August 20, 2024;
   e. Site Plan, 4 sheets, prepared L2A Land Design, dated March 19, 2025;
   f. Hearing Exhibit A-1: 2004 As-Built Plan, prepared by Conklin Associates;
   g. Hearing Exhibit A-2: 3 pages, consisting of: application for 2004 permit, portion of zoning chart as-built, Aug 27, 2004 Boswell Engineering review letter;
   h. Hearing Exhibit A-3: colorized version of site plan submitted (sheet C-100), dated March 19, 2025;
   i. Hearing Exhibit A-4: slide show of Property flooding conditions (2023).

6. The Board received the following reports and memos from Township departments and from its professionals, all of which are incorporated herein by reference:
   a. Zoning Permit Denial from the Township Zoning Officer, dated April 23, 2025; and
   b. Mahwah Township, Departmental Review Memorandum(s), indicating commentary but no objections as to the application.

II. VARIANCES

7. The Applicant's proposal requires, and the Applicant is requesting, relief from the Township of Mahwah Zoning Code by way of the following variances:
   a. Lot Coverage: 15% maximum permitted; 15.22% proposed;
   b. Improved Lot Coverage: 30% maximum permitted; 39.95% proposed.

III. FINDINGS OF FACT

8. The Property is located at 37 Hampshire Road in the R-40 Zone and is developed with a single-family dwelling, in-ground swimming pool, extensive driveway, stone patio areas, terraced retaining walls, and landscaping. The dwelling and pool were lawfully constructed and approved in 2004.

9. At that time, an as-built survey prepared by Conklin Associates was submitted to the Township, and the Board engineer's review letter dated August 27, 2004, confirmed compliance with lot coverage and improved lot coverage limits. However, it has since been discovered that the improved lot coverage in the 2004 as-built was miscalculated as 29.18% when, in fact, the actual improved lot coverage was 40.12%. The incorrect figure was accepted as compliant, and no variance was sought or granted for improved coverage in 2004.

10. The Applicant has since constructed certain improvements, some without permits, including a gazebo, a composite deck, and a curtain drain system with river stone covering. The curtain drain was installed in 2024 to address severe stormwater runoff from higher-elevation properties to the rear, which caused recurring flooding on the subject Property and into the roadway.

11. Testimony of William R. Vogt, Jr., P.E.:
    a. Mr. Vogt testified regarding the 2004 approval history, the miscalculation in improved lot coverage, and the current conditions on site.
    b. 2004 Approval Error:
        (1) The 2004 as-built erroneously calculated improved lot coverage as 29.18%.
        (2) In reality, the improved lot coverage was 40.12%, which should have required variance relief at that time.
        (3) The Board engineer's review letter in 2004 accepted the incorrect figure as compliant.
    c. Existing Site Conditions:
        (1) The front yard features a crescent-shaped driveway with an extension to the attached garage; the driveway's square footage exceeds the footprint of the dwelling.
        (2) The rear yard sits at a higher elevation than the front and contains the in-ground pool, stone patios, and multiple grade changes accommodated by terraced retaining walls.
        (3) The curtain drain system runs along the rear and side property lines, concealed by evergreen plantings and located entirely behind the lot line.
    d. Drainage Improvements:
        (1) The curtain drain is 2 feet wide, 2 feet deep, filled with river stone, and functions to intercept and redirect stormwater before it can enter the pool area or flow toward the dwelling.

(2) This system supplements two 1,000-gallon drywells installed in 2004, increasing total on-site stormwater mitigation capacity by approximately two and a half times.
(3) Approximately 1.15% of the improved lot coverage is attributable solely to the river stone surface of the curtain drain system.

e. Proposed Work:
(1) Retain the majority of existing improvements, including the gazebo and much of the pool patio.
(2) Replace portions of the existing stone patio; remove patio area on the right side of the pool.
(3) Install a pavilion over a proposed outdoor kitchen located on an existing patio surface.
(4) Maintain improved lot coverage at 39.95%, which is slightly less than the 2004 condition if the river stone from the curtain drain is excluded.

12. Testimony of Fred Santaite
a. Mr. Santaite testified that he has owned the Property since 1999 and experienced severe drainage and flooding issues for years, particularly after heavy rains. He introduced photographs (A-4) showing significant flooding from 2023, with stormwater flowing from higher-elevation neighboring properties into the rear yard and pooling near the dwelling.
b. He explained that the curtain drain installed in 2024 completely resolved the flooding issue. The system was designed and constructed to be unobtrusive, hidden from public view, and integrated into the existing landscaping.
c. Mr. Santaite confirmed that the gazebo was purchased as a prefabricated kit, set on cinder blocks, and has no foundation.

13. Amendments to the Application at Hearing
a. During the August 6, 2025 hearing, the Applicant made substantial modifications to the application:
(1) Removal of the composite deck (454 sq. ft.), reducing lot coverage from 16.3% to 15.22% and improved lot coverage from 41.03% to 39.95%.
(2) Elimination of the pavilion as a second accessory structure by attaching it to the dwelling, thereby removing the need for a variance for maximum number of accessory structures.

14. The Applicant, through professionals, testified that variance justification is supported as follows: Property's topographic conditions create a significant hardship and the existence of a lawfully existing structure with a unique setback; the variance can be granted without any detriment to the public good as there will be no potential negative impact to the neighboring Property owners. The Applicant further testified that the benefits outweigh any imagined detriment and that there is no detriment to the Zone plan.

15. At the conclusion of the hearing, the Board voted to approve the application.

IV. LEGAL DISCUSSION, CONCLUSIONS OF LAW

16. The Board has considered the application with reference to the objectives set forth in the applicable Zoning Ordinances and New Jersey State Statutes. Specifically, N.J.S.A. 40:55D-70(c), under which the Applicant has applied, states that the Board shall have the power to:

> (1) Where: (a) by reason of exceptional narrowness, shallowness or shape of a specific piece of Property, or (b) by reason of exceptional topographic conditions or physical features uniquely affecting a specific piece of Property, or (c) by reason of an extraordinary and exceptional situation uniquely affecting a specific piece of Property or the structures lawfully existing thereon, the strict application of any regulation pursuant to article 8 of this act [40:55D-62 et seq.] would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such Property, grant, upon an application or an appeal relating to such Property, a variance from such strict application of such regulation so as to relieve such difficulties or hardship; (2) where in an application or appeal relating to a specific piece of Property the purposes of this act... would be advanced by a deviation from the zoning ordinance requirements and the benefits of the deviation would substantially outweigh any detriment, grant a variance to allow departure from regulations pursuant to article 8 of this act [40:55D-62 et seq.][.]

17. In addition to the statutory requirements above, which are also known as the "positive criteria," the Applicant must also satisfy the "negative criteria" to warrant a grant of the variance. Namely, the Applicant must show that the variance "can be granted without substantial detriment to the public good" and that it "will not substantially impair the intent and purpose of the zone plan and zoning ordinance." (N.J.S.A. 40:55D-70).

18. The Board has considered the application and testimony and all related evidence presented, and after deliberation has found and determined that the Applicant has demonstrated and satisfied the positive and negative criteria required under statute; the Board has determined that the Applicant has presented adequate testimony and evidence to satisfy the statutory criteria for the grant of the variances requested.

19. The Board finds that strict application of the relevant ordinance(s) would result in peculiar and exceptional practical difficulties to, and/or exceptional and undue

hardship upon the Applicant. Therefore, the Board finds that a grant of variance(s) from such strict application of the relevant ordinance, so as to relieve such difficulties or hardship, is appropriate.

20. The Board acknowledged that while the Property is over the standard improved lot coverage limit, a significant portion of the excess is due to the curtain drain's river stone, which is a functional drainage improvement that benefits the Property and surrounding area.

21. The Board finds that the curtain drain greatly enhances stormwater management and alleviates off-site flooding, representing a public benefit. The Board expressed concern about the history of unpermitted construction and emphasized the need for all future work to be properly permitted and approved. The Board finds that limiting the Property to one accessory structure was appropriate and that removal of the deck and pavilion variance was a positive revision. The variances represent the minimum relief necessary, particularly given that the improved lot coverage is now less than the 2004 condition if the curtain drain stone is excluded. The Board further finds that with the amendments, the relief requested was minimal and justified, and that the benefits outweighed any detriment.

22. The Board finds that the Applicant's proposal does not otherwise affect, encumber, or otherwise violate any other bulk requirement under the zoning ordinance. The Board finds that there is no detriment to any neighboring properties and/or the public good, and finds that all other bulk aspects of the Property and lot, among other facts noted, to also be compelling in reaching this conclusion.

23. The Board finds and concludes that the Applicant's proposal is not ambitious and/or out-of-character with the neighborhood and will not over-stress the Property and that the result will be in conformity with current community standards.

24. The Board further finds that the purposes of the Municipal Land Use Law would be advanced by a deviation from the ordinance requirements and the benefits of the deviation would substantially outweigh any detriment.

25. The Board further finds and concludes that the relief granted herein can be granted without causing substantial detriment to the public good and that such granting will not substantially impair the intent and the purpose of the zoning plan and/or of the municipal zoning ordinance.

WHEREAS, the Board of Adjustment of the Township of Mahwah has considered the application and plans submitted with reference to the objectives, requirements and restrictions set forth in the Zoning Ordinance of the Township of Mahwah and Land Use Statutes of the State of New Jersey.

NOW THEREFORE, BE IT RESOLVED that the Board of Adjustment of the Township of Mahwah, for good cause shown and by reason of the findings and

conclusions as set forth herein and/or otherwise on the record at aforementioned public hearing(s), hereby **grants and approves** the Applicant's request for variance relief, as delineated above, specifically:

1. To allow lot coverage of 15.22%, where 15% maximum is permitted;
2. To allow improved lot coverage of 39.95%, where 30% maximum is permitted.

Such relief is granted in accordance with the plans submitted and above referenced, subject to the following **terms and conditions:**

a. The gazebo and pavilion shall never be enclosed.
b. The pavilion shall be attached to the dwelling to remove it from the category of an accessory structure.
c. The existing composite deck shall be removed.
d. The drainage system shall be subject to review and approval by the Board Engineer.
e. No improvements shall be located over the existing easement unless approval is obtained from the Township Council; otherwise, such improvements must be removed.
f. The Applicant shall submit for all required permits within 60 days of the adoption of this Resolution.
g. The Applicant shall comply with all self-imposed terms, conditions and limitations that are a part of the Applicant's application, including, but not limited to any modifications and/or supplements at public hearing.
h. The Applicant shall comply with all applicable ordinances of the Township of Mahwah, and all applicable federal, state and county laws, rules, and requirements.
i. This Resolution is specifically conditioned upon the Applicant paying all required application fees, escrow fees, Township professional fees, and related fees required by this municipality and this Resolution of Approval.
j. The Board and this Resolution incorporate by reference, as if recited verbatim, the content of the Board's transcript and minutes of the Applicant's Board hearing(s). Omission herein of any condition and/or stipulation which was otherwise stated on the record of hearing(s), does not constitute waiver and shall be fully enforceable.

BE IT FURTHER RESOLVED that this approval shall not constitute a recommendation or approval of any application or variance not specifically delineated herein.

BE IT FURTHER RESOLVED that the Administrative Officer shall forward a copy of this Resolution to the Township Engineer, Construction Official and the Applicant.

MOTION was made at hearing of **August 6, 2025** to request and authorize the Board's attorney, Sophy Sedarat, Esq., to draft an appropriate Resolution reflecting the Board's determination as aforesaid.

ROLL CALL VOTE UPON MOTION

Name	*Motion*	*Second*	*Yes*	*No*	*Abstain*	*Absent*
Calljone, Stephen						X
Cannava, Richard			X			
Kearney, Thomas	X		X			
Lockwood, Robert			X			
Sitar, Edward		X	X			
Taylor, William			X			
Molfetta, Jon Paul						X
ALTERNATES	----	----	----	----	----	----
Kasparian, Christian			X			
Serna, Camilo						X
TOTAL	----	----	6		----	----

MOTION was made at the Board's public hearing on **August 20, 2025** to approve and adopt the foregoing Resolution as drafted by Sophy Sedarat, Esq.

ROLL CALL VOTE UPON FORM OF RESOLUTION

Name	*Motion*	*Second*	*Yes*	*No*	*Abstain*	*Absent*
Calljone, Stephen						X
Cannava, Richard			X			
Kearney, Thomas	X		X			
Lockwood, Robert			X			
Sitar, Edward			X			
Taylor, William			X			
Molfetta, Jon Paul						X
ALTERNATES	----	----	----	----	----	----
Kasparian, Christian		X	X			
Serna, Camilo						X
TOTAL	----	----	6		----	----

RICHARD CANNAVA, CHAIRMAN

GERALDINE ENTRUP, ADMINISTRATIVE OFFICER

3c.

SCHEDULE A
March 9, 2026
OVERPAYMENT REFUNDS
TAX COLLECTION DEPARTMENT

The following tax customer is entitled to an overpayment refund:

1. Blk 62/ Lot 4 for 11 Lynn Terrace --$2,089.50 – duplicate payment
2. Blk 139/ Lot 2920 for 920 Thoreau Ct -- $5,360.05 – duplicate payment

3d.

Township Of Mahwah

Municipal Offices: 475 Corporate Drive
P.O. Box 733 • Mahwah, NJ 07430
Tel: 201-529-5757
Fax: 201-529-0061

Office of Administration

www.mahwahtwp.org

MEMO TO: Township Council

FROM: Joanne Becker, QPA

DATE: March 3, 2026

SUBJECT: Houston-Galveston Area Council National Cooperative Purchasing Program – One (1) GM Tahoe Command Vehicle with Console, Rear Command Cabinet and LED Lighting Package, Fire Chief vehicle

The Mahwah Fire Department has requested and received approval to purchase One (1) GM Tahoe vehicle for the Fire Chief with funds allocated in the 2026 Temporary Capital budget.

P.L. 2011, c.139 permits local government contracting units to utilize national cooperative contracts as a method of procurement for goods and services pursuant to N.J.S.A. 52:34-6.2(b)(3).

By Resolution #059-14, the Township entered into an Interlocal Contract #14-3894 for Cooperative Purchasing with the Houston Galveston Area Council's Cooperative Purchasing Program (HGAC) on January 23, 2014, with automatic annual contract renewal. Township of Mahwah Resolution #044-26 authorized the Township to renew its annual membership to this contract for use in 2026.

Administration solicited a quote from HGAC contract #AM10-23 awarded vendor 10-75 Emergency Vehicles. The total cost for One (1) GM Tahoe Command Vehicle with console, rear command cabinet and LED lighting package with options is $119,000.00.

The legal advertising of the Township's intent to purchase this vehicle from HGAC was published in The Record on 02/23/26 for the required 10 days. No other vendor has contacted the Township with another offer.

Pursuant to N.J.S.A. 40A:11-1 et seq., Administration has requested and received from authorized 10-75 Emergency Vehicles, the following required documents:

- New Jersey Business Registration Certificate
- Statement of Corporate Ownership
- Public Contract EEO Compliance Employee Information Report
- Non-Collusion Affidavit
- Russia/Belarus and Iran Disclosure
- Business Entity Disclosure

Administration has conducted a cost savings analysis and determined that this vehicle is available on NJ State Contract T2776S however the vendor awarded the contract is not able to order the SSV model from the manufacturer. The SSV model Tahoe is sold on the open market for $68,780 but does not include certain needed features and would require administrative costs of public bidding. The lighting and console packages on NJ State Contract T0106. There is an overall cost savings of approximately $3,982.36 plus administrative costs by purchasing through the HGAC contract.

Administration requests a Resolution authorizing the purchase of One (1) GM Tahoe Command Vehicle with custom consoles, LED Lighting and Graphics package with Options from 10-75 Emergency Vehicles, in the amount of $119,000.00 utilizing the HGAC National Purchasing Contract #AM10-23, at the March 12, 2026 Council meeting.

The funds for this purchase are from Capital accounts 04-215-55-251-026.

cc: Mayor James Wysocki
Ben Kezmarsky, Business Administrator
Fred Semrau, Esq., Township Attorney
Carolyn George, Municipal Clerk
Corinne Hockman, CFO
Mahwah Fire Department

COST SAVINGS ANALYSIS
GM TAHOE COMMAND VEHICLE, CONSOLE, REAR COMMAND CABINET, LED LIGHTING PKG

METHOD OF PURCHASING - COOPERATIVE / BID	
HGAC CONTRACT #AM10-23 - purchase from 10-75 Emergency Vehicles for GM Tahoe Command Vehicle with custom consoles, LED Lighting and graphics packages	**TOTAL COST = $119,000.00. 10% DISCOUNT OFF LIST PRICING FOR BASE/OPTIONS = $11,249.67 SAVINGS. ADD'L DISCOUNT OF $2,228.43 FOR A TOTAL SAVINGS OF $13,478.10.** NATIONAL CONTRACTS OFFER DISCOUNTS AS THEY ORDER LARGER QUANTITIES FROM MANUFACTURERS AND PASS ALONG SAVINGS TO CO-OP MEMBERS
STATE CONTRACT - VEHICLE ONLY	GENTILINI FORD ON NJ ST.CONTRACT T2776S = **THEY CANNOT ORDER THE TAHOE SSV MODEL, IT IS NOT AVAILABLE AT THIS TIME**
ESCNJ CO-OPERATIVE	THE TAHOE SSV VEHICLE IS NOT AWARDED ON THE ESCNJ CONTRACT
BID	SEARCHED ONLINE AND CANNOT FIND BID AWARDS FOR THIS VEHICLE.
OPEN MARKET PRICING	OPEN MARKET PRICING = QUALITY GMC SELLS A **2026 MODEL TAHOE SSV MODEL = $68,780 (VEHICLE ONLY).** SOME OPTIONS WOULD BE ADDITIONAL. IF BID OUT THERE WOULD BE ADDITIONAL ADMINISTRATIVE COSTS FOR TIME, SPEC PREPARATION, BIDDING, ADVERTISING, ETC.
STATE CONTRACT FOR LIGHTING & CONSOLE PACKAGES WITH GRAPHICS	10-75 EMERG. LIGHTING ON STATE CONTRACT T0106, **COST = $54,202.36**
TOTAL FOR OPEN MARKET COST PLUS LIGHTING, CONSOLES + GRAPHICS	**$122,982.36 PLUS ADDITIONAL OPTIONS AND BIDDING / ADMINISTRATIVE FEES**

3k.

EA 3/3/26

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** Nicholas Bencze

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**

826 Juniper way [redacted]

Street Address of claimant owner's principal residence | Phone # | Email

BERGEN | MAHWAH

County | Municipality

139 | 826 |

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 Feb 3, 2026.

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, or B 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.

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

A. ☒ As of 5/30/2003 (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 of claimant _____ Date 2/27/26

USE ONLY – Block	Lot	Qualifier	Approved	Disallowed
Assessor		Date		

3m.

SCHEDULE A
March 12, 2026
OVERPAYMENT REFUNDS
Utility COLLECTION DEPARTMENT

The following utility customer is entitled to an overpayment refund:

1. Account #202288-0 for 656 Plum Terrace --$1,435.73 – duplicate payment

3n.

McNerney & Associates, Inc.

Real Estate Appraisal Services · 175 Rock Road., PO Box 67, Glen Rock, New Jersey 07452-0067 · (201) 670-8558 · Fax (201) 670-0913

February 6, 2026

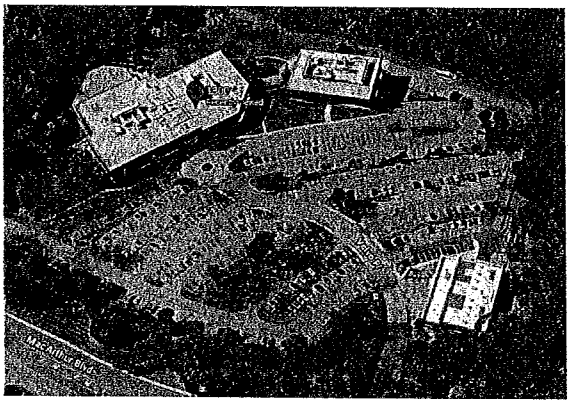
Brian M. Chewcaskie, Esq.
Cleary Giacobbe Alfieri Jacobs, LLC
169 Ramapo Valley Road, UL 105
Oakland, New Jersey 07436

Re: **Proposal for Tax Appeal Valuation Services: Volvo Car USA, LLC v. Mahwah**

- **03/02/26** - Court-Ordered "Trial-Ready" Appraisal Report Exchange Date
- **04/06/26** - Trial Date

Dear Mr. Chewcaskie:

As requested, I have reviewed data relating to the above-referenced property which is under appeal in order to provide a proposal for an appraisal report.

Property Description & Photo	Tax Years Under Appeal	Disputed Equalized Tax Assessment	Disputed Tax Revenue
•Block135 , Lot 60. •1800 Volvo Place. •Three office buildings. Owner-occupied by Volvo. 124,108± SF + 60,714± SF + 12,500± SF = 197,322± total SF. 	2021 2022 2023 2024 2025 2026	$31,701,891 $32,058,493 $36,412,419 $37,964,566 $38,638,829 $42,683,840 $219,460,037	$556,035 $562,020 $580,545 $588,240 $606,195 $608,475 $3,501,510

The fee for preparing a "Trial-Ready" appraisal report for this matter is $15,500. Given the upcoming court-ordered appraisal exchange date, we'll complete the report on time, contingent upon receiving prompt authorization to proceed.

In addition to this professional fee, we will be compensated at a rate of $100 per hour for any time expended by us should we be required (by subpoena or otherwise) or requested by you or your representatives to become involved in any litigation support in any way involving this assignment.

Please do not hesitate to contact me if you have any questions about this proposal.

Sincerely yours,

Robert McNerney, MAI, SRA, CRE
President

30.

McNerney & Associates, Inc.

Real Estate Appraisal Services · 175 Rock Road., PO Box 67, Glen Rock, New Jersey 07452-0067 · (201) 670-8558 · Fax (201) 670-0913

February 9, 2026

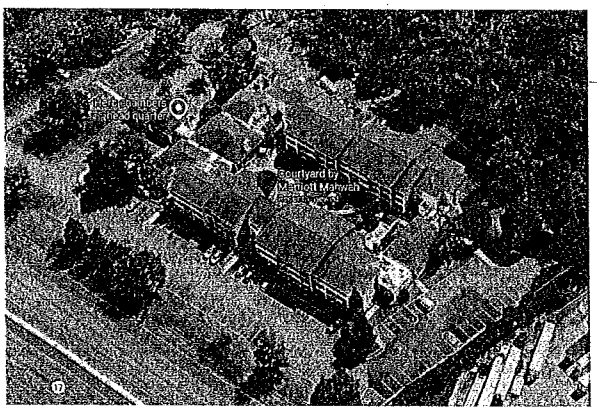
Brian M. Chewcaskie, Esq.
Cleary Giacobbe Alfieri Jacobs, LLC
169 Ramapo Valley Road, UL 105
Oakland, New Jersey 07436

Re: **Proposal for Tax Appeal Valuation Services: Hospitality Prop/Sonesta Select v. Mahwah**

- **03/05/26** - Court-Ordered "Trial-Ready" Appraisal Report Exchange Date
- **04/09/26** - Trial Date

Dear Mr. Chewcaskie:

As requested, I have reviewed data relating to the above-referenced property which is under appeal in order to provide a proposal for an appraisal report.

Property Description & Photo	Tax Years Under Appeal	Disputed Equalized Tax Assessment	Disputed Tax Revenue
•Block129, Lot 2. •140 Route 17. •Marriott Courtyard. 146 guest rooms. 	2021 2022 2023 2024 2025 2026	$13,125,695 $13,273,341 $15,076,019 $15,718,663 $15,997,831 $17,672,607 $90,864,156	$230,218 $232,696 $240,366 $243,552 $250,986 $251,930 $1,449,748

The fee for preparing a "Trial-Ready" appraisal report for this matter is $12,500. Given the upcoming court-ordered appraisal exchange date, we'll complete the report on time, contingent upon receiving prompt authorization to proceed.

In addition to this professional fee, we will be compensated at a rate of $100 per hour for any time expended by us should we be required (by subpoena or otherwise) or requested by you or your representatives to become involved in any litigation support in any way involving this assignment.

Please do not hesitate to contact me if you have any questions about this proposal.

Sincerely yours,

Robert McNerney, MAI, SRA, CRE
President

3p.

Mikie Sherrill, Governor
Dr. Dale G. Caldwell, Lieutenant Governor
Joseph D. Bertoni, Interim Commissioner
Kris Kolluri, President & CEO

TWO GATEWAY
283-299 MARKET STREET
NEWARK, NJ 07102-5310
973-491-7000

TRANSIT

February 25, 2026

Ms. Alicia Duroy, CTRS, CDP
Director of Senior & Human Services
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

Re: Title VI Program Plan Approval

Dear Ms. Duroy,

Thank you for your continued cooperation throughout the Title VI Program review process. Following a review of your most recent draft, I am pleased to announce that the Title VI Plan for the Township of Mahwah has been approved.

The final necessary element of your Title VI Program is approval via resolution by your governing body. Once you have received approval through resolution, meeting minutes, or similar process, please add it as the final section of your Title VI Plan and e-mail the document to me and your Regional Programs Administrator, Milagros Solis, mxsolis@njtransit.com.

Thank you for your continued commitment to community transportation.

Sincerely,

Brian Joseph Miguel
Senior Coordination Administrator
NJ TRANSIT, Local Programs and Community Mobility

3s.

AFFIRMATIVE FAIR HOUSING MARKETING PLAN
For Affordable Housing in **(REGION 1)**

I. APPLICANT AND PROJECT INFORMATION
(Complete Section I individually for all developments or programs within the municipality.)

Administrative Agent Name, Address, Phone Number	Development or Program Name, Address
CGP&H 1249 South River Road, Suite 301 Cranbury, NJ 08512-3633 Phone 609 664-2769 Fax 609 664-2786 Company Website: www.cgph.net	TBD

Number of:	Affordable Rental Units	Affordable For-Sale Units
Affordable Units Total	TBD	TBD
Affordable Age Restricted Units	TBD	TBD
Affordable Non-Age Restricted Units	TBD	TBD
Affordable Supportive Housing Units	TBD	TBD

Price or Rental Range	Approximate Starting Dates
From: TBD To: TBD	Advertising: TBD Occupancy: TBD

Counties:	Preferences, if any: (veteran, regional, NJ)
Bergen, Hudson, Passaic, Sussex	TBD

Accessibility Features, if any:
TBD

Managing/Sales Agent's Name, Address, Phone Number
TBD

Application Fees (if any):

Attach a copy of the pricing calculator and a spreadsheet with information about all units, including number of bedrooms, income level, accessibility features, and square footage to this plan.

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality and with the municipal Affordable Housing Ordinance. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

II. RANDOM SELECTION

Describe the random selection process that will be used once applications are received.
For new projects and when random selection is utilized, the Administrative Agent will assign random numbers to each applicant through a computerized random number generator thereby creating a waiting list. After the list of applications submitted during the initial lottery period is exhausted, the priority of preliminary applications is established by the date that the household submits their preliminary application (**"Interest Date"**).

A separate waiting list will be kept for ownership versus rental units, resulting in a total of two waiting lists for the Municipality. Households waiting for age-restricted and family rental units will be part of the same waiting list. Likewise, households waiting for age-restricted and family ownership units will be part of the same waiting list. In filling an age-restricted property, households that do not meet the age requirements will be skipped.

When brand new Affordable Units become available for rent or sale in a new development, a lottery will be conducted UNLESS there are households on the existing waiting list with lottery numbers that have not been contacted. In these cases:

- Those applicants with lottery numbers will be contacted first.
- Households that submitted a preliminary application after the last lottery (and do not have lottery numbers) will be included in the next lottery if it is required to fill the units.
- Affirmative Marketing will be required before this lottery is held since these are new Affordable Units and the public must be made aware of the new Affordable Housing opportunity.

As an example, if a new housing opportunity arises that will create 150 new Affordable Units and the existing waiting list has only 50 applicants on it (who hold numbers 1 to 50), a new lottery will be held with Affirmative Marketing. If an additional 50 applications are submitted as a result of this marketing effort, then these "new" applications will be assigned numbers 51 to 100 on the waiting list.

The household with the highest lottery number (or oldest Interest Date) may not always be the next person contacted for a specific available unit because of factors impacting waiting list priority. In addition to age-restricted requirements already discussed, these factors include the number of persons in the household, household income level, households with a person with physical disabilities, veterans preference and regional preference as may be established in the Municipal Affordable Housing Ordinance. The Township of Mahwah has selected to use a regional preference and not to use a veterans preference, which appears in the Township of Mahwah's Affordable Housing Ordinance.

III. MARKETING

Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

☐ White (non-Hispanic X Black (non-Hispanic) X Hispanic ☐ American Indian or Alaskan Native

X Asian or Pacific Islander ☐ Other group:

REQUIRED

5:80-26.16(g)1 requires you to advertise your project on the New Jersey Housing Resource Center for at least sixty days before conducting the random selection.

X **HOUSING RESOURCE CENTER** (www.njhousing.gov) A free, online listing of affordable housing

Regional Newspapers

5:80-26.16(g)3 requires you to advertise your project in at least one regional newspaper (either online or in print). You may also select several papers with partial regional coverage, as long as all counties in the region are covered.

TARGETS ENTIRE HOUSING REGION 1

X	The Record	https://www.northjersey.com/	Bergen, Hudson, Passaic
☐	Herald News	https://www.njherald.com/.	Passaic
X	New Jersey Herald	https://www.njherald.com/	Sussex

TARGETS PARTIAL HOUSING REGION 1

☐	Bergen County Review	https://www.bergenreview.com/bergen-county-blog	Bergen
☐	Hudson County View	https://hudsoncountyview.com/	Northern Bergen
☐	Jersey City Times	https://jcitytimes.com/	Hudson
☐	The Observer	https://www.theobserver.com/	Hudson

☐	RLS Media	https://www.rlsmedia.com/	Passaic
☐	Township Journal	https://www.townshipjournal.com/	Hudson/Sussex

Housing Search Websites

5:80-26.16(g)4 requires you to advertise your project on at least one housing search website in addition to the NJHRC. This can include the AA website. List below all housing search websites to be used:

https://www.affordablehomesnewjersey.com/

If you selected a print newspaper(s) as your regional paper above, select TWO additional strategies below with AT LEAST ONE NON-DIGITAL MARKETING STRATEGY.

If you selected a digital newspaper(s) as your regional paper above, select AT LEAST TWO NON-DIGITAL MARKETING STRATEGIES below.

X **Specific Radio and Television Stations**

5:80-26.16(e)1 lists specific radio stations, and television stations throughout the housing region as marketing opportunities. If choosing this option, make sure your proposed stations cover the entire region. You may add more if desired. List the selected publications below or attach a list from the Marketing Outreach Tool.

X	WNJP 88.5 – Sussex County
X	WBGO 88.3 – Bergen, Hudson, Passaic Counties
☐	

Paid Targeted Digital Advertising

5:80-26.16(e)1 offers paid targeted digital advertising as an option. Some common platforms are listed below.

☐	Google Ads
☐	Microsoft Ads
☐	Bing Ads
☐	Other (please list)

☐ **Specific Newspapers and Other Publications**

5:80-26.16(e)2 lists "specific newspapers and other publications circulated within the housing region" as an option, including neighborhood-oriented weekly papers, religious publications, and organizational newsletters. If choosing this option, make sure your proposed publications cover the entire region. You may add more if desired. List the selected publications below or attach a list from the Marketing Outreach Tool.

☐	
☐	
☐	
☐	
☐	

☐ **Employers Throughout the Housing Region**

5:80-26-16(e)3 offers outreach to regional employers as an option. A comprehensive and regularly updated list of employers is available in the Marketing Outreach Tool. Please reach out to each listed employer in the region; you may add more if desired. If an employer no longer exists or has moved, please inform DCA.

☐ **Community Organizations Throughout the Housing Region**
5:80-26-16(e)4 offers community and regional organizations as an option, including nonprofit, religious, governmental, fraternal, civic, and other organizations. A comprehensive and regularly updated list of organizations is available in the Marketing Outreach Tool. Please reach out to each listed organization in the region. You may add more if desired. If an organization no longer exists or has moved, please inform DCA.
X ***Municipal and County Websites***
5:80-26-16(e)5 offers municipal and county website advertising as an option. Insert the URL for the municipality.
Municipality: https://www.mahwahtwp.org/316/Housing

☐ **Social Media**	
5:80-26.16(e)6 offers social media as an option. Some common platforms are listed below. You may place ads on these platforms or market for free on your own page.	
☐	Facebook
☐	TikTok
☐	Instagram
☐	Reddit
☐	YouTube
☐	Snapchat
☐	Other (please list)

IV. APPLICATIONS

Applications for affordable housing or notices thereof, if offered online, for the above units will be available in all County Administration Buildings and Libraries for all counties in the housing region		
	BUILDING	**LOCATION**
X	Sussex County Administration Building	1 Spring Street, Newton, NJ 07860 (973)579-0200
X	Sussex County Main Library	125 Morris Turnpike, Newton, NJ 07860 (973)948-3660
X	Hudson County Administration Building	595 Newark Avenue, Jersey City, NJ 07306 (201) 795-6000
X	Passaic County Administration Building	401 Grand Street, Paterson, NJ 07505 (973) 225-3632
X	Passaic County Library	195 Gregory Avenue, Passaic, NJ 07055 (973) 779-0474
X	Bergen County Administration Building	One Bergen County Plaza, Hackensack, NJ 07601 (201)336-6000
X	Bergen County	21-00 Route 208 South, Suite 130, Fair Lawn, NJ 07410 bccls@bccls.org
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		
Municipal Building 475 Corporate Drive, Mahwah, NJ 07430, David May, MHL		
Library 100 Ridge Road, Mahwah, NJ 07430		
4c. Sales/Rental Office for units (if applicable) TBD		

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI/CHOICE funding).

_____

Name (Type or Print)

_____

Title/Municipality

_____

Signature Date

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3f.

TOWNSHIP OF MAHWAH
2026 AFFORDABLE HOUSING TRUST FUND SPENDING PLAN

February 4, 2026

Council Approval: _____

1) INTRODUCTION

The Township of Mahwah has prepared a Housing Element and Fair Share Plan in accordance with the Municipal Land Use Law (NJSA 40:55D-1 et seq.), the Amended Fair Housing Act (NJSA 52:27D-301), and the applicable affordable housing regulations (NJAC 5:91-1 et seq., NJAC 5:93-1 et seq., NJAC 5:97 et seq, and NJAC 5:99 et seq.). A development fee ordinance creating a dedicated revenue source for affordable housing was originally approved by the Council on Affordable Housing (COAH) on March 9, 1998 and adopted by the municipality on April 30, 1998. An updated development fee ordinance was approved by COAH on October 4, 2006 and adopted on January 15, 2007.[1] The ordinance establishes the Township of Mahwah's affordable housing trust fund for which this spending plan is prepared.

2) REVENUES FOR CERTIFICATION PERIOD

As of April 30, 2025, the Township of Mahwah has collected $9,419.531.83 and expended $8,351,097.55, resulting in a balance of $1,068,434.28. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in Freedom Bank for the purposes of affordable housing. These funds shall be spent in accordance with NJAC 5:99-2.3, as described in the sections that follow.

To calculate a projection of revenue anticipated during the period of the Fourth Round (2025-2035), the Township of Mahwah considered the following:

(a) Development fees:

1. Residential and non-residential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development.

[1] Dates sourced from Affordable Housing Monitoring System, accessed May 29, 2025.

(b) Payment in lieu (PIL):

Actual and committed payments in lieu (PIL) of construction from developers as follows:

- As part of the Settlement Agreement with Crossroads, the developer must pay the Township a total of $3,100,000, which is divided into payments that are triggered when certain milestones are achieved.

(c) Other funding sources:

Funds from other sources, including, but not limited to, the sale of units with extinguished controls, repayment of affordable housing program loans, rental income and proceeds from the sale of affordable units.

- The Township expects to collect $75,000 from Nouvelle for the purchase of 42 Stag Hill Road.
- As part of the agreement with Nouvelle for Cedar Hill Avenue, the developer will pay the Township $300,000 for the properties.

(d) Projected interest:

Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate.

- The Township projects collecting $174,435.62 between 2025 and 2035.

The Township of Mahwah projects a total of $4,341,488.84 in revenue to be collected between 2025 and 2035. This projected amount, when added to the Township's trust fund balance as of April 30, 2025, results in an anticipated total revenue of $5,409,923.12 available to fund and administer its affordable housing plan. All interest earned on the account shall be used only for the purposes of affordable housing. See the table on the following page for a projection of the anticipated revenues.

DRAFT

Projected Revenues – Affordable Housing Trust Fund												
Source of Funds	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
(a) Development fees:												
Approved Residential Development	$39,702	$3,609										$43,311
Residential Development Pending Approval			$21,656	$28,874								$50,530
Projected Residential Development		$14,437	$28,874	$21,656	$14,437	$21,656	$36,093	$14,437	$28,874	$21,656	$36,093	$238,213
Approved Non-Residential Development**	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000					$350,000
Projected Non-Residential Development								$2,500	$2,500	$2,500	$2,500	$10,000
(b) Payments in Lieu of Construction		$1,000,000				$1,000,000				$1,100,000		$3,100,000
(c) Other Funds												
Stag Hill Land Purchase		$75,000										$75,000
Cedar Hill Ave. Land Purchase			$300,000									$300,000
(d) Interest	$2,275	$49,664	$4,675	$4,675	$2,996	$49,832	$4,003	$788	$1,459	$52,273	$1,795	$174,435
Total	$91,977	$1,192,711	$405,205	$105,205	$67,433	$1,121,488	$90,096	$17,725	$32,833	$1,176,429	$40,387	$4,341,488.84

*For purposes of projecting revenues, we have utilized historic residential Certification of Occupancy data and projected forward. Projections assume the estimated value of a new home is $481,238. (This value was provided by the tax assessor and is the average home value within the Township.) The value is then multiplied by 1.5%.

3) ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the Township of Mahwah:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with the Township of Mahwah's development fee ordinance for both residential and non-residential developments in accordance with NJAC 5:91, 5:93, and 5:99, the Amended Fair Housing Act, and the Municipal Land Use Law.

(b) Distribution of development fee revenues:

The Administration forwards a resolution to the governing body recommending the expenditure of development fee revenues as set forth in this spending plan. The governing body reviews the request for consistency with the spending plan and adopts the recommendation by resolution. The release of the funds requires the adoption of the governing body resolution in accordance with the Court- and/or Program-approved spending plan. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

4) DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) Rehabilitation, new construction programs and projects, and other housing activity.

The Township of Mahwah will dedicate a maximum of $200,000 for hard costs to rehabilitate ten units.

Rehabilitation program: Maximum of $200,000

Other housing activity:

- Extension of Controls. Mahwah is committed to continue its program of extending affordability controls on existing affordable units or where controls recently expired. The Housing Element and Fair Share Plan ("HEFSP") anticipates the

extension of control for two units occurring over the next decade, but this document reserves funding for five units to be extended. A maximum of $20,000 would be provided to each homeowner in exchange for a new deed restriction. This will be a first-come, first-served program.

- Ramapo Brae – Sale Extension of Controls. The Township has entered into an agreement with the Housing Authority of Bergen County to place new deed restrictions on the 35 sale units within the complex as the units are sold. This will be an ongoing process during the Fourth Round. As part of the agreement, Mahwah has committed to pay for renovations within the unit. This document sets aside $2,000 per unit for a total of $70,000 for potential repairs and renovations.

- Market to Affordable Program. Mahwah has committed to complete at least one market to affordable unit during the Fourth Round. However, this document reserves funding for three units in case the opportunity arises over the next decade. Up to $1,350,000 is allocated for this mechanism, which is dependent on development fees collected.

- Property Acquisition. Mahwah seeks innovative and creative solutions to meeting its affordable housing obligation. This document reserves up to $1,396,500.12 to purchase land to enable the construction of affordable housing. This amount is dependent on development fees collected.

(b) Affordability Assistance (NJAC 5:99-2.5(a)).

Municipalities are required to "set aside a portion of all development fees collected and interest earned for the purpose of providing affordability assistance to very-low, low-, and moderate-income households in affordable units included in the municipality's fair share plan". The regulations do not specify a certain percentage that must be attained, but for purposes of this document, a goal of 20% has been set. The actual affordability assistance expenditures are calculated on an ongoing basis in the online Affordable Housing Monitoring System platform.

According to the chart on the following page, the Township of Mahwah has set a goal of 20% of all fees and interest earned to be reserved for affordability assistance. This goal translates to $1,421,598.80. Through April 30, 2025, the Township has spent $418,928.67 from the affordable housing trust fund to render units more affordable.

Mahwah proposes the following affordability assistance programs:

- **70 Island Road / BCUW.** Mahwah has committed funding toward this 100% affordable 19 bed facility. The Township's final payment to BCUW is $300,000, which is due upon the achievement of certain milestones. This funding, along with funds previously provided by Mahwah, has enabled the construction of the project.

- **24 Jahn Court / New Concepts for Living.** The Township has partnered with New Concepts for Living to create a six-bedroom group home. The Township's final payment is $237,500, which is due upon the achievement of certain milestones. This funding, along with funds previously provided by Mahwah has enabled the construction of the project.

- **46 Strong Street / Hope Christian.** Mahwah has partnered with Hope Christian to create a five-bedroom group home. The Township has committed a total of $395,833.33 toward the project. This funding has enabled the construction of the project.

- **Lotito Mixed-use Site Assistance.** Mahwah purchased this property and is in the process of RFP'ing the site. The Township seeks to set aside funding to assist the future redeveloper with soft costs associated with the Board application, utility hook ups, etc. A maximum of $25,000 is reserved for this mechanism.

- **Future Supportive/Special Needs Units.** As demonstrated above, Mahwah encourages and enables supportive and special needs housing units to locate within the community. Mahwah seeks to reserve funding for future partnerships to bring additional supportive/special needs units to the Township. This plan envisions up to $500,000 earmarked for this mechanism, which is dependent upon development fees collected.

- **HOA Assistance / HVAC Replacement / Water Heater Replacement.** These programs would only be available to those extending controls on their units. These programs would upgrade the mechanical equipment within the unit, making it more energy efficient. By paying HOA fees, it would free up funds for the homeowner to pay for improvements that have been deferred. A maximum of $2,000 per unit would be available for HOA fees. A maximum of $1,500 per unit would be available for a water heater (existing heater must be eight years or older). A maximum of $7,500 per unit would be available for HVAC replacement (existing HVAC must be ten years or older). These three programs total $55,000.

AFFORDABILITY ASSISTANCE CALCULATION			
Actual development fees through 4.30.2025		$	5,860,616.02
Actual interest earned through 4.30.2025	+	$	380,889.14
Development fees projected 5.1.2025-2035	+	$	692,054.22
Interest projected 5.1.2025-2035	+	$	174,434.62
Total	=	$	7,107,994.00
Calculate 20 percent	x .20 =	$	1,421,598.80
Less Affordability assistance expenditures through 4.30.2025	-	$	418,928.67
Projected Minimum Affordability Assistance Requirement 5.1.2025-2035	=	$	1,002,670.13

(c) Administrative Expenses (NJAC 5:99-2.4(a)).

Municipalities are permitted to use affordable housing trust fund revenue for related administrative costs up to a 20% limitation, exclusive of funds collected to fund an RCA. The actual administrative expense maximum is calculated on an ongoing basis in the online Affordable Housing Monitoring System platform based on actual revenues.

The Township of Mahwah projects that $1,475,536.16 will be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20% cap, include, but are not limited to:

- Township Attorney, Affordable Housing Attorney, Engineer and Planner fees related to attaining affordable housing compliance as well as consulting fees related to the administration and implementation of the Township's affordable housing program(s).
- Salaries and benefits for municipal employees for administration and implementation of the housing plan and program(s).
- Fees for administering the Rehabilitation Program and for the Administrative Agent.
- Municipal Housing Liaison and Administrative Agent training and on-going continuing education.

ADMINISTRATIVE EXPENSE CALCULATION			
Actual dev fees and interest thru 4.30.2025		$	6,241,505.16
Projected dev fees and interest 5.1.2025-2035	+	$	866,488.84
Payments-in-lieu of construction and other deposits thru 4.30.2025	+	$	3,179,026.67
Payments-in-lieu of construction and other deposits 5.1.2025-2035	+	$	3,475,000.00
Total	=	$	13,762,020.67
Calculate 20 percent	x .20 =	$	2,752,404.13
Less admin expenditures thru 4.30.2025	-	$	1,276,867.97
Projected Maximum available for administrative expenses 5.1.2025-2035	=	$	1,475,536.16

5) EXPENDITURE SCHEDULE

The Township of Mahwah intends to use affordable housing trust fund revenues for the creation of affordable units and/or rehabilitation of housing units. It should be noted that the amount spent in a given year for any line item may, in reality, actually span multiple years. The chart on the following page provides an estimated timeline for expenditure and does not restrict the Township from spending the money sooner or later in the Fourth Round period, nor does it prohibit the Township from spending more or less money in one year assuming the funds are in place to make said expenditure.

Projects/Programs	Number of Units Projected	Projected Expenditure Schedule 5.1.2025-2035											
		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
Township Rehab Program	10		$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$200,000
Housing Activity													
Extended Controls	5				$20,000		$20,000		$20,000		$20,000	$20,000	$100,000
Ramapo Brae - Extension of Controls	35		$4,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$6,000	$6,000	$6,000	$70,000
Market to Affordable	3					$450,000		$450,000		$450,000			$1,350,000
Property Acquisition	TBD			$1,396,590									$1,396,590
Affordability Assistance													
70 Island Road	19 beds		$300,000										$300,000
24 Jahn Court Group Home	6 beds		$237,500										$237,500
Hope Christian Group Home	5 beds	$195,833	$200,000										$395,833
Lotito Mixed-Use Assistance	TBD			$25,000									$25,000
Future Supportive/ Special Needs Housing	TBD									$250,000		$250,000	$500,000
Water Heater Replacement	5				$1,500		$1,500		$1,500		$1,500	$1,500	$7,500
HOA Assistance	5				$2,000		$2,000		$2,000		$2,000	$2,000	$10,000
HVAC Replacement	5				$7,500		$7,500		$7,500		$7,500	$7,500	$37,500
Administration		$80,000	$70,000	$70,000	$70,000	$70,000	$70,000	$70,000	$70,000	$70,000	$70,000	$70,000	$780,000
Total		$275,833	$831,500	$1,519,590	$129,000	$548,000	$129,000	$548,000	$129,000	$796,000	$127,000	$377,000	$5,409,923.12

6) EXCESS OR SHORTFALL OF FUNDS

The Township currently has sufficient funds to cover the hard costs of the Rehabilitation Program and all the commitments it has with the affordable housing providers. Any administrative costs above and beyond those that cannot be covered by the trust fund will be sourced from the general fund.

In the event more funds than anticipated are collected or projected funds exceed the amount necessary to implement the Fair Share Plan, the Township will use those excess funds toward affordability assistance, land acquisition, or other innovative techniques.

7) SUMMARY

The Township of Mahwah intends to spend affordable housing trust fund revenues pursuant to NJAC 5:99-2.3 and consistent with the housing programs outlined in the Fourth Round Housing Plan Element and Fair Share Plan.

The Township of Mahwah has a balance of $1,068,434.28 as of April 30, 2025 and anticipates an additional $4,341,488.84 in revenues through 2035 for a total of $5,409,932.12. The Township shall make good-faith efforts to expend trust fund monies in accordance with this Spending Plan as opportunities arise, recognizing that timing, market conditions, and availability of suitable projects may affect the pace of expenditures. This Spending Plan demonstrates the Township's **commitment to expend** $5,409,923.12 through December 31, 2035, including a commitment to expend with respect to the following:

- Commitment to expend a maximum of $200,000 toward the hard costs of a Rehabilitation Program;
- Commitment to expend up to $2,916,590.12 toward housing activities;
- Commitment to expend up to $1,513,333 toward affordability assistance; and
- Commitment to expend up to $780,000 toward administrative costs.

The table on the following page provides a summary of the affordable housing trust fund spending plan.

SPENDING PLAN SUMMARY		
Balance as of April 30, 2025		$1,068,434.28
Projected Revenue 5.1.2025-2035		
Development fees	+	$692,054.22
Payments in lieu of construction	+	$3,100,000.00
Other funds	+	$375,000.00
Interest	+	$174,434.62
TOTAL REVENUE	=	$5,409,923.12
Projected Expenditures 5.1.2025-2035		
Funds used for Rehabilitation	-	$200,000.00
Housing Activity	-	$2,916,590.12
Affordability Assistance	-	$1,513,333.00
Administration	-	$780,000.00
Total Projected Expenditures	=	$5,409,923.12
Remaining Balance	=	($0.00)

3u.

Home Improvement Program

Policies and Procedures Manual

Owner-Occupied and Rental Units

Township of Mahwah

New Jersey

Created April 15, 2019

Updated March 12, 2026- Fourth Round/Funding Limit

Prepared by:

CGP&H

Community Grants, Planning & Housing

Good People. Great Results. Since 1993.

1249 South River Road, Suite 301

Cranbury, NJ 08512-3633

609/664-2769 www.cgph.net

Home Improvement Program

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Home Improvement Program

Policies & Procedures Manual

I. INTRODUCTION

The purpose of this document is to establish policies, guidelines and procedures which will govern the Home Improvement Program (HIP). The HIP was created by the Township to assist properties occupied by very low, low and moderate-income households to correct existing interior and exterior health, safety and code violations in conformity with the standards of the New Jersey State Housing Code, N.J.A.C. 5:28 and the Rehabilitation Subcode, N.J.A.C. 5:23-6.

The HIP is guided by Uniform Housing Affordability Controls (UHAC) promulgated by the New Jersey Housing and Mortgage Finance Agency at N.J.A.C.5:80-26 et seq, the amended Fair Housing Act at N.J.S.A. 52:27D-301 et seq., the Fair Housing Act Regulations promulgated by the Department of Community Affairs, Division of Local Planning Services ("LPS") at N.J.A.C. 5:99 et seq., and statutorily upheld existing regulations of the former Council on Affordable Housing ("COAH") at N.J.A.C. 5:93 and 5:97. The HIP is subject to all laws, regulations, ordinances, and codes of the New Jersey Department of Community Affairs (DCA) and the Municipality. The Municipality contracted with Community Grants, Planning & Housing LLC (CGP&H), a private consulting firm specializing in the implementation of publicly-funded housing rehabilitation programs, to manage and administer the HIP.

This manual reflects changes to UHAC that went into effect in December 2025. These UHAC changes impact every aspect of the Administration of affordable units from income qualification to deed restrictions and there are many outstanding questions about the applicability of the rules and how to implement the regulations. Future changes to the manual will be required after the Department of Community Affairs (DCA) launches its educational program for Administrative Agents. In addition, the New Jersey Housing and Mortgage Finance Agency (NJHMFA) has indicated that they will be publishing an updated "Understanding UHAC" manual that will provide additional clarification to Administrative Agents on the updated regulations. This manual does not include all provisions of UHAC, and UHAC is a companion document to this manual.

The program's funding source is the Township Affordable Housing Trust Fund. If the funding source changes, the manual will be updated to reflect the change as well as changes to regulation requirements, if any.

A. Fair Housing and Equal Housing Opportunities

It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.



For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or https://www.njoag.gov/about/divisions-and-offices/division-on-civil-rights-home. Fair Housing and Equal Housing Opportunities apply to both owner and tenant applications.

II. ELIGIBLE PARTICIPANTS

A. Program Area

The HIP is a Township wide program currently aimed at scattered site housing rehabilitation of housing occupied by very low, low and moderate-income households throughout the Township of Mahwah.

B. Categories of Participants

Both owner-occupied and renter-occupied housing units are eligible to receive funding for rehabilitation provided that the occupants of the units are determined to be income eligible households, the units are determined to be substandard and are for primary residency only. Owners of rental properties do not have to be income eligible. If a structure contains two or more units and an owner, who is not income eligible, occupies one unit, funding may be provided for the rehabilitation of the rest of the units if income-eligible households occupy those units. Rents must be affordable to income eligible households.

For housing units which received past affordable housing state credit, the following rules for repeat assistance shall apply.

- An owner of an existing affordable deed restricted ownership unit with an active deed restriction that is currently meeting a Round 1, Round 2 or Round 3 credit may apply for current rehab assistance for the municipality to obtain a Round 4 present need credit, unless the affordable housing deed restriction receives a new affordable housing credit during Round 4 due to extended controls.

- Housing units which the municipality receives an affordable housing credit in Round 4 in any category are not eligible for additional assistance from the municipality's housing rehabilitation program during Round 4.
- Essentially, a municipality cannot double credits on a unit within the same affordable housing Round.

C. Income Limits

Household income is defined as the combined annual income of all family members over 18 years of age including wages, Social Security, disability insurance, unemployment insurance, pensions, dividend/interest income, alimony, etc. Each unit's total household income must fall within or below the State's affordable income limits based on family size.

Maximum income limits are provided annually by NJHMFA for each of the six Affordable Housing regions. The income limits used for this program are the applicable regional income limits for the region in which the Municipality is located. Current income limits are available at https://nj.gov/dca/hmfa/about/uhac.

D. Application Selection

The program will process new applicants added to the wait list/applicant pool on a first-come, first served basis, to qualified applicants. Priority may be given to homeowners with less than $300,000 in liquid assets. Assets in federally recognized retirement accounts do not apply to the liquid asset limit. The goal is to have a minimum of 50% of the properties assisted comprising of low income households. The HIP wait list/applicant pool was created and is updated from the ongoing program marketing efforts identified in Section IX of this manual.

Emergency Processing Order

Properties with safety and/or health hazards, confirmed/certified as an emergency by the municipal Construction Official or Health Department, can by-pass the first-come, first served process however they must meet all the other program requirements including bringing the unit up to code.

The Program Administrator shall determine that an emergency situation exists based on the following:

A. The repair problem is an immediate and serious threat to the health and safety of the building's residents

B. The problem has been inspected and the threat verified by the appropriate local building inspector and/or health official

Depending on the type and extent of the emergency and with the homeowner's permission, the Program may by-pass the standard bid process outlined in *Section V (Contractor Selection)* to expedite the bid/contractor selection process. Instead, the Program may have a proven qualified contractor familiar with the Program present at the initial property inspection with the homeowner to count as the contractor's site visit. This will allow for a quick turn-around on emergency scope of work to be contracted on a single quote basis. To be awarded the emergency work, the contractor 's quote must be determined to be a reasonable cost based on the Program Inspector's cost estimate and the contractor must commit to a tight timeline to resolve the emergency situation. This emergency process may apply to heavily leaking roofs, inoperable heating systems during the winter months, immediately hazardous electrical systems and/or blocked sewer lines unresolvable to unclog via a simple service call for under $1,000.

Please note that the loan agreement will state that if the homeowner takes the emergency funds to abate the safety/health hazards and then subsequently decides to voluntarily remove themselves from participation in the Township's rehabilitation program to complete the non-emergency substandard code violation components of their project, essentially negating any opportunity for the municipality to gain credit for a fully rehabilitated home for this unit, those public funds used for the emergency shall be immediately due and payable back to the Township.

To address this potential, any homeowner receiving emergency funds will also be required to execute a statement indicating that the Township will place a lien on the property assisted for the Township to recapture the emergency funds, to be repaid with interest, based on the monthly average mortgage loan commitment rates at the time of closing in the event of noncompliance.

III. ELIGIBLE ACTIVITIES

A. Eligible Improvements

The purpose of the program is to bring substandard housing up to code. In order to qualify for participation in the program, the condition of each home must be certifiable as being "substandard" as defined in N.J.A.C. 5:93-1.3.

In other words, at least one of the following major systems must be in need of replacement or substantial repair:

- Roof
- Plumbing (including wells)
- Heating
- Electrical
- Sanitary plumbing (including septic systems)
- Load bearing structural systems
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

The related work may include, but not be limited to the following:

- Lead paint remediation
- Interior and/or exterior doors
- Interior and/or exterior hardware
- Window treatment
- Interior stair repair
- Exterior step repair or replacement
- Porch repair
- Wall surface repair
- Exterior rain carrying system repair

B. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are upgrades/higher than mid-grade and/or strictly cosmetic), carpets, maintenance items, additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools, landscaping, solar panels and generators. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited.

Rehabilitation work performed by property owners shall not be funded under this program.

C. Rehabilitation Standards

Funds are to be used for work and repairs required to make the unit standard and abate all interior and exterior violations of the New Jersey State Housing Code, N.J.A.C. 5:28 and the

Rehabilitation Subcode, N.J.A.C. 5:23-6, any applicable local maintenance code or ordinance (of which the more restrictive requirements will apply), conserve energy and remove health and/or safety hazards; and any other work or repairs, including finishing and painting, which are directly related to the above listed objectives. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

Municipal rehabilitation investment for hard costs shall average at least $10,000 per unit, and include the rehabilitation of at least one major system, as previously defined under eligible improvements.

D. Certifications of Substandard/Standard

The Program Building Inspector will inspect the property to determine which systems, if any, are substandard in accordance with sub-section A above and issue a Certification of Substandard. Upon program construction completion, all code deficiencies noted in the inspection report must be corrected and rehabilitated units must be in compliance with the standards proscribed in sub-section C above upon issuance of a municipal certificate of completion/approval.

IV. FUNDING TERMS FOR OWNER OCCUPIED AND INVESTOR OWNED UNITS

Funding will be provided on the following terms:

A. Terms and Conditions for Owner Occupied Units

Table 1 Owner-Occupied Single Family Home Terms & Conditions

Owner-Occupied Single Family Unit Terms and Conditions of Loan	
Minimum Loan Amount	10,000 per unit.
Maximum Loan Amount	$20,000 per unit
Interest Rate	0% (No monthly payments)
Payment Terms:	100% forgivable if homeowner maintains occupancy and title during the 10-year period. Original Principal is due if house is sold and/or title/occupancy changes years 1 through 10 except for *Exceptions to Loan Repayment Terms* section below.
Mechanism for Securing Loan	Mortgage and Mortgage Note recorded against property

If the owner decides to sell the property, transfer title, or if the owner should die before the terms of the lien expire, the owner, heirs, executors or legal representatives must repay the original loan per the repayment schedule above upon a title change. Rental of house is allowable under certain conditions subject to approval by the Administrative Agent.

Exceptions to Loan Repayment Terms above during the lien period:

1. If the loan transfers due to inheritance by a Class A beneficiary who will take occupancy upon death of Program mortgagee/Borrower and assume the lien (income eligibility not a requirement); or if by inheritance by a qualified income eligible non-Class A beneficiary, or
2. If the house is sold at an affordable price pursuant to UHAC to someone who can be qualified as income eligible, takes occupancy and agrees to assume the program lien, or
3. If the house is sold at an affordable price pursuant to UHAC to an investor who assumes the lien and also signs a deed restriction for the remaining duration of the affordability period to rent the dwelling at the affordability controls restricted rental rate and according to the affirmative marketing requirements for re-rentals. When this occurs, the Township's Administrative Agent will be responsible for monitoring compliance over that unit.

B. Terms and Conditions on Owner-Occupied Multi-Family Rental Units

Table 2 Owner-Occupied Multi-Family Home Terms & Conditions

Owner-Occupied Multi-Family Including Tenant Unit(s) Terms and Conditions of Loan	
Minimum Loan Amount	$10,000 per unit.
Maximum Loan Amount	$20,000 per unit
Interest Rate	0% (No monthly payments)
Payment Terms	100% forgivable if homeowner maintains occupancy and title during the 10 year period. Original Principal is due if not in compliance with affordability controls. Rental restrictions transfer with property. See Restrictions below.
Mechanism for Securing Loan	Mortgage, Mortgage Note and Deed Restriction recorded on property

Assisted unit(s) must be occupied by, and affordable to a household(s) that is(are) certified as an income eligible household as per either the latest Income Limits by Region, or in compliance with the municipality's Settlement Agreement and Court Order, whichever is applicable.

The owner will execute a Mortgage, Mortgage Note, and Deed Restriction, the latter which guarantees the continued availability of the rental unit to low or moderate-income households for the terms of the ten-year deed restricted affordability period. The affordability terms for the rental units do not expire even if the owner sells the property, transfers title to the property, or dies within the ten-year program deed restricted affordability period.

Moreover, if Program funds were expended on the owner-occupied unit, and the homeowner sells, transfers title, dies or is not in compliance during the ten-year deed restricted affordability period, unless ownership is transferred to another low or moderate-income homeowner, any Program funds expended on work done on the owner's individual unit along with a pro-rata portion of the shared improvements must be fully repaid to the Township and used to rehabilitate another housing unit.

Additionally, for rental units in a multi-family owner-occupied home:
For tenant units, the maximum permitted rent is pursuant to UHAC and subject to annual adjustment. If a unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the Deed Restriction shall require the unit to be rented to a low- or moderate- income household at an affordable rental price and will be affirmatively marketed by the Township designated Administrative Agent, in accordance with the Township of Mahwah's Affordable Housing Affirmative Marketing Plan. Landlords are responsible to pay income certification fees and affirmative marketing cost for re-rentals.

For information regarding future rental increases: Please refer to Section VIII of this manual.

When a trustee of a trust deed ownership of a multi-family property is the applicant occupant of the property, the multi-family category terms apply.

C. Terms and Conditions on Investor-Owned Rental Units

Table 3 Investor-Owned Terms & Conditions

Investor-Owned Rental Units Terms and Conditions of Loan	
Minimum Loan Amount	$10,000 per unit.
Maximum Loan Amount	$20,000 per rental unit
Interest Rate	0% (No monthly payments)
Payment Terms	Owner pays 25% of rehab cost at construction agreement signing. 75% balance forgiven if in compliance with rental restrictions. Rental restrictions transfer with property. See restrictions below.
Mechanism for Securing Loan	Mortgage, Mortgage Note and Deed Restriction recorded against property

The ten-year affordability controls against the property will be recorded in a Deed Restriction. The property owner agrees to abide by the rental affordability controls for the life of the Deed Restriction. Additionally, the following conditions apply:

The assisted housing unit(s) must be occupied by and affordable to a household that is certified as an income eligible household as per either the latest Income Limits by Region, or in compliance with the municipality's Settlement Agreement and Court Order, whichever is applicable and as designated by unit in the Deed Restriction. The maximum permitted rent is determined by the Township's Administrative Agent and is pursuant to UHAC and subject to annual adjustment.

Throughout the ten year affordability controls, if a rental unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the Deed Restriction shall require the unit to be rented to a, low- or moderate-income household(as designated by unit in the Deed Restriction) at an affordable price and will be affirmatively marketed in accordance with the Township of Mahwah Affordable Housing Affirmative Marketing Plan by the Townships' current Administrative Agent at the rates and terms defined within that Agreement. Landlords are responsible to pay income certification fees and affirmative marketing costs for re-rentals.

The owner will execute a Mortgage, Mortgage Note and Deed Restriction, the latter which will guarantee the continued availability of the unit to income eligible households for the terms of the ten-year lien affordability period.

Throughout the ten-year deed restrictive period, the affordability terms do not expire even if the owner sells the property, transfers title to the property, dies, or rents to other than low or moderate-income renters, before the terms of the lien expire.

D. Housing Rehabilitation Costs Exceed Program Funding Limit

In situations of housing rehabilitation costs exceeding the program cap:

- The Program will attempt to negotiate with lowest qualified bidding contractor to lower bid price.
- The Program will review scope of work to omit work items without jeopardizing code status.
- The Program will get confirmation of whether or not the homeowner can contribute personal funding.
- If needed, the Program will attempt to partner with other possible funding sources such as the Low Income Home Energy Assistance Program (LIHEAP).
- If no viable options, the case will have to be terminated.

E. Use of Recaptured Program Funds

All recaptured funds will be deposited into a Mahwah Township affordable housing trust fund in accordance with N.J.A.C. 5:93-8.15.

V. IMPLEMENTATION PROCESS

A. Application/Interview

For each prospective applicant, this process starts with a homeowner either submitting an online preliminary application or the Housing Rehabilitation Specialist pre-qualifies the interested homeowner by phone, whichever is the homeowner's preference. The information is entered in the program applicant pool/waiting list. If the homeowner passes the preliminary criteria review, program information, guidelines, and an application package will be mailed or emailed to the applicant when their name is reached in the program's waiting list. Each prospective applicant is to complete the application and return it to the Housing Rehabilitation Specialist, along with the required verification documents. Upon receipt of the completed application package, a case file will be opened for the applicant and a case file number will be assigned to the unit. The Housing Rehabilitation Specialist will be available via a direct phone line to assist applicants during this and all other phases of the process. Additionally, as needed, a Housing Rehabilitation Specialist will be available for face-to-face prescheduled appointments. Once a case is assigned a number, the cases are processed in the order of receipt of completed applications.

B. Eligibility Certification

To be eligible for assistance, households in each unit to be assisted must be determined to be income eligible. All adult members, 18 years of age and older, of both the owner household and tenant household (if any) must be fully certified as income-eligible before any assistance will be provided by the Program.

The Program staff shall determine household income in accordance with the procedure for calculating annual income at the time of household application, stipulated at 24 CFR 5.609, as it was in effect on December 20, 2024, and described in Chapter 5 of HUD [page=2782] Handbook 4350.3: Occupancy Requirements of Subsidized Multifamily Housing Programs, which is available at:

https://www.hud.gov/program_offices/administration/hudclips/handbooks/hsgh/4350.3.

In the future, the Program Staff shall accept household income determinations made within the previous 180 days by another administrative agent that has successfully completed DCA's Education Program. This is not applicable at this time because the Education Program has not been made available and therefore no Administrative Agents have successfully completed the program.

C. Other Eligibility Requirements

Applicant to submit the following in the application package:

- Copy of current homeowner's insurance declarations page (not the policy or receipt).
- Proof of flood insurance, if property is located in a flood zone;
- Copy of recorded deed to the property to be assisted;
- If deed co-holder resides at another location, provide proof of same (driver's license, etc.)
- If you are a widow or widower, copy of Death Certificate should be included;
- Copy of your most current property tax assessment;
- Signed Eligibility Release form;
- Proof that all mortgage payments are current; and
- Copy of any and all other liens recorded against the property.
- Personal identification (a copy of any of the following: Driver's License, Passport, Birth Certificate, Social Security Card, Adoption Papers, Alien Registration Card, etc.)
- Original of signed Eligibility Release form

Properties for sale are ineligible for program assistance as well as any property the homeowner plans to sell within the next two years.

D. Requirements of Property Taxes and Municipal Utilities Accounts Paid Current

All applicants' property tax account as well as municipal water and sewer accounts must be paid current. The Program reserves the right to make an exception to the requirement of paid up property tax account and municipal utilities accounts. Individual files will be reviewed on a case-by-case basis. Upon approval by the appropriate municipal officials and the Program, a Special Needs Eligibility Requirements Waiver may be issued.

E. Sufficient Equity and Carrying Cost

Additionally, to be determined eligible, there must be sufficient equity in the home to cover the program lien. In other words, the market value of the house must be greater than the total of the existing liens and anticipated program lien combined. For the sake of this rule, the market value of the home will be calculated using the municipality's assessed value divided by the equalization ratio. All existing property liens (mortgage, home equity loan, etc.) are then deducted from the calculated house value to determine the current property equity. Additionally, the applicant's income shall be sufficient to meet the carrying costs of the unit or the homeowner is to demonstrate how the unit's carrying costs are funded. The Municipality may consider a Special Needs Waiver approved by the municipality on a case-by-case basis for carrying cost as well as for limited equity, but not for negative equity.

F. House Conditions

All areas of the house must be readily accessible, uncluttered, and clean. This is in anticipation of the program inspector and contractors needs of proper and sanitary access for inspections and construction work progress.

If there are any repairs or renovations currently being undertaken on the home by others or the homeowner or done within the last few years that require or required municipal permits, the work must be completed and the permits closed out prior to the homeowner applying to the Program.

G. Eligibility Scenarios of Multi-Family Structures

Several possibilities exist concerning the determination of eligibility in a multi-family structure.

Scenario 1. The Program Administrator determines that the owner is income eligible and the renters in each unit are income eligible. In this case, all of the units are eligible for rehabilitation.

Scenario 2. The Program Administrator determines that the owner is income eligible, but the renters are not. In this case, only the landlord's unit is eligible for rehabilitation. If a home improvement is undertaken which affects all the units in the house (e.g., replacement of a roof), the HIP will only cover a prorated percentage of the cost. For example, in a two-family home with units of approximately equal size, only 50% of the cost of roof replacement will be covered. Where

units differ by more than 10% in size, the proration should be based on percentage of square footage within each unit compared to the total interior square footage of all other units in the structure. Shared common areas should not be counted in the denominator for the pro rata calculation.

Scenario 3. The Program Administrator determines that the owner is not income eligible, but the renters are. In this case, the rental units are eligible for rehab, but the owner's is not. If a rehab activity is undertaken which affects all of the units in the house (e.g., replacement of roof), the HIP will only cover a prorated percentage of the cost. For example, in a four-family home, only 75% of the cost of roof replacement would be covered. Where units differ in size, the proration is based on percentage of square footage.

If any of the conditions above apply to a particular applicant's case, CGP&H sends a letter that explicitly identifies which of the units is eligible for rehabilitation, as well as specifies any applicable percentage of the hard costs of rehabilitation between the program and the homeowner. The homeowner's monetary contribution is to be paid prior to the start of construction at the preconstruction conference in the form of a money order or certified check made payable to the contractor. The payment is held by the program until the work is satisfactorily completed, at which time the program will release the payment to the contractor.

Investor Properties:

The Program Administrator determines the tenant income for eligibility. The owner's income is not applicable for eligibility review because the owner does not occupy the property getting repair assistance via the Program. Instead, the owner of an investment property pays a set required direct contribution toward construction cost rather than the above prorated portion for owner-occupied multiple family properties. Refer to section IV-C.

H. Eligibility Certification

After the Program Administrator has determined that the household is income eligible and meets all other eligible requirements, the Program Manager will complete and sign the Eligibility Certification. This certification is valid for six months starting from date of eligibility certification. A Construction Agreement must be signed within this time period. If not, the Program Administrator must reevaluate the household's eligibility.

After the household is certified as income eligible, the Homeowner/Program Agreement will be executed between the homeowner and the Municipality.

If an applicant is determined ineligible, for any reason, the Program will issue a Notice of Ineligibility explaining the reason for the ineligibility determination and case termination.

I. Housing Inspection/Substandard Certification/Work Write Up/Cost Estimate

The Program Inspector will perform a comprehensive inspection to determine what work items are necessary to bring the home up to code, as identified in section III C. Photos will be taken at the comprehensive inspection to document existing conditions. As a result of the comprehensive inspection, the Program Inspector will prepare a work write-up and cost estimate. All repairs needed to bring the home up to code will be identified. To the extent that the budget may permit, home weatherization will also be included. This work write-up will include a breakdown of each work item by category and by location in the house. The work write-up will contain information as to the scope of work and specifics on materials such as type, quantity and cost. A total cost estimate will be calculated for each housing unit. In the event that not all items can be accomplished due to program funding caps, the Program Inspector will establish a priority repair system which addresses the code violations before the non-code violations. The HIP's policy is to create Work Write-Ups and Cost Estimates that fall within the HIP funding caps. In unusual hardship cases and when the cost to correct all code violations exceeds the program funding limit, the HIP will seek the homeowner's monetary contribution. If the homeowner is unable to contribute funds or obtain funds from another funding source, refer to Section IV *Special Needs Waivers for Higher Cost Rehabilitation Projects.*

For houses built prior to 1978, refer to Section VII Lead Base Paint (LBP).

J. Contractor Selection

The homeowner, with the approval of the Program Inspector, will select the contractor. The Housing Rehabilitation Specialist will provide the homeowner with a copy of the work write up and the Program contractor list. The homeowner will complete the Work Write-Up Review Form indicating review and approval of the work write-up and advising of any contractors currently on the Program contractor list that the homeowner does not wish to have notified of the availability of the bid package. If the homeowner wishes to solicit a bid from a contractor not currently on the Program contractor list, the homeowner will provide the contractor's name, address and telephone number on the Work Write-Up Review Form. Any contractors that have not been previously qualified are eligible to participate but must submit their qualifications as well as their bid in the bid package.

The Housing Rehabilitation Specialist will notify at least three (3) currently active contractors that a bid package for the property is available. Each contractor must contact the Housing Rehabilitation Specialist to obtain a full bid package and the contractor must submit a bid to the Housing Rehabilitation Specialist by the submission deadline (usually within three (3) weeks of

the date of the bid notification letter). All submitted bids will be opened and recorded by the Program Administrator at a meeting open to all interested parties.

The submitted bids will be reviewed by the homeowner and the Program Inspector. Generally, the lowest responsible bid from a qualified contractor will be chosen. If the homeowner selects a higher bid, he/she must pay the difference between the chosen and the lowest responsible bid.

The Housing Rehabilitation Specialist will email the following documentation to the Qualified Purchasing Agent, with a copy to the Township Administrator, the:

- Bid Tabulation sheet of all bids received
- Submitted contractor bids
- Awarded contractor including Contractor Award Checklist
- For each contractor's first award in a calendar year, will also include awarded contractor Business Registration Certificate (BRC), W-9 and a contractor signed Pay-To Play form.

Contractor award is passed via a Resolution by Township Council. The Township will provide the Housing Rehabilitation Specialist with a copy of the Resolution for placement in the case file.

K. Pre-Construction Conference/Contract Signing

The Program Inspector will conduct a pre-construction conference with the homeowner and contractor. Prior to the pre-construction conference the homeowner will be provided with copies of the loan documents and the Construction Agreement and the contractor will be provided with a copy of the Construction Agreement for review. At the time of the pre-construction conference, the scope of work will once again be reviewed. The homeowner and contractor responsibilities will also be reviewed, as well as the program's construction procedures and program limitations. The homeowner and contractor will each sign the Construction Agreement and receive copies. The homeowner will sign and receive copies of the Mortgage and Mortgage Note in the amount of the HIP subsidy. For rental properties, the property owner will also sign the Deed Restriction.

If the homeowner is providing any funds for the rehabilitation of his/her home, those funds must be provided at the time of the pre-construction conference in the form of a certified check or money order made payable to the contractor. The check will be held by the Program and will be applied towards the contractor's first progress payment.

The contractor will be provided with information regarding the Lead-Based Paint Poisoning Prevention Act (4a.USC 483 1 (b)). The homeowner will be advised of the hazards of lead base

paint in houses built prior to 1978 and provided with the EPA booklet Renovate Right. Both contractor and homeowner will each sign the respective Certifications. Additionally, for houses built prior to 1978, Section VII Lead Base Paint (LBP) applies.

Following the Pre-Construction meeting, the Housing Rehabilitation Specialist will provide the Township with a copy of the first three pages of the Construction Agreement which includes an itemized price list of the work.

It is the contractor's responsibility to ensure all required permits are applied for prior to the start of construction and, if applicable, at the time of any change orders.

The construction permitting process is handled by the municipality's Construction office.

L. Initiate Township Voucher

Upon issuance of the contractor award Resolution, the Township Qualified Purchasing Agent will provide the Housing Rehabilitation Specialist with a copy of the blanket purchase order and contractor award resolution for placement in the applicable case file. Additionally, for each construction job, the Township Purchasing Agent will provide the Housing Rehabilitation Specialist with two blank Township payment vouchers (for future drawdown of two potential payments) for the Contractor to sign at the pre-construction conference at time of contract signing. The Contractor's signed Township payment vouchers will be held by the Housing Rehabilitation Specialist until construction progress is sufficient to submit to the municipality for each payment.

M. Progress Inspections

The Program Inspector will make the necessary inspections of the progress of property improvements. Inspections are necessary to ensure that the ongoing improvements coincide with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Program Inspector when a minimum of 40% of the total contract work is completed. The Program Inspector will schedule the inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the work is ready for inspection.

If work passes the satisfactory progress inspection, the Housing Rehabilitation Specialist will follow the procedures spelled out in Section V *Payment Structure and Process* to process a contractor's progress payment request.

The Program Inspector will notify the contractor and the homeowner in writing of any work deficiencies discovered during the progress inspection. Work deficiencies must be corrected prior to the contractor's request for the next inspection.

For houses built prior to 1978, a work item marked LSWP (Lead Safe Work Practices) cannot be paid for until the work item passes lead clearance. Refer to Section VII *Lead Base Paint (LBP)*.

N. Change Orders

If it is determined during rehabilitation that a change from the original work write-up is required, a Program Change Order Authorization form must be completed and approved by the homeowner, the contractor, the Program and the Township. The Housing Rehabilitation Specialist will forward the executed change order to the Township for approval via Resolution by Township Council. If the change order work discovery is urgent, such as during roof tear off and cannot wait until the next Council meeting, it will be submitted for Township's preliminary special needs approval prior to Resolution at upcoming Council meeting.

The contractor will be notified by the Housing Rehabilitation Specialist of the results, and no change order work should be undertaken by the contractor until he has received a copy of the fully executed Change Order Authorization or the contractor risks non-payment for the change order work.

O. Final Inspection

Prior to requesting a final inspection, it is the contractor's responsibility to:

- Properly close out all the permits and to provide proof of closed out permits to the Housing Rehabilitation Specialist via the municipal Certificate of Approval;
- Deliver to the homeowner a complete release of all liens arising out of the Construction Agreement, a receipt in full covering all labor, materials and equipment for which a lien could be filed or a bond satisfactory to the owner indemnifying owner against any lien; and;
- Provide the homeowner with all applicable warranties for items installed and work completed during the course of the rehabilitation.

Once the contractor has provided the Housing Rehabilitation Specialist with all required job closeout forms, the contractor will be responsible to request the program's final inspection. The Program Inspector will schedule the final inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the rehabilitation work has been completed and is ready for inspection. The Program Inspector will then conduct a final inspection to certify that the required property improvements are complete. The homeowner will be present during the final inspection and the contractor will be present if there are issues to resolve.

Only 100% completed line items will be inspected and considered for payment. If the work passes satisfactory final inspection, the Housing Rehabilitation Specialist will follow the procedures spelled out in Section V *Payment Structure and Process* to process the contractor's final payment request.

For houses built prior to 1978, a work item marked LSWP (Lead Safe Work Practices) cannot be paid for until the work item passes lead clearance. Refer to Section VII *Lead Base Paint (LBP)*.

If the Program Inspector identifies any work deficiencies during the final inspection, the Program Inspector will notify the contractor and the homeowner of the deficiencies in writing and the value of said deficiencies will be deducted from the final payment request. Work deficiencies discovered during the final inspection will require the Program Inspector to conduct a subsequent inspection upon contractor's correction of deficiencies. The Rehabilitation Program reserves the right to hold the contractor responsible to pay the cost of any additional inspections beyond the final inspection at a rate of $350 per inspection for prematurely requesting the final inspection with the work not 100% completely done in a workman-like manner. Additional inspections are those in excess of the one progress inspection and the final inspection which are needed to inspect corrected deficiencies. The contractor must issue the failed final inspection penalty payment directly to CGP&H via a check prior to the program inspector scheduling and repeating the final inspection process. CGP&H will notify the municipality each time a penalty is levied.

The Program lien period will commence upon satisfactory completion of the final inspection. Photographs will be taken of the rehabilitated housing unit by the Program Inspector at the time of the satisfactory final inspection.

P. Payment Structure and Process

The Township will issue all payments, which will be made according to the following schedule:

One progress payment (representing a minimum of 40% of total contract work completed) will be paid. Upon completion of one hundred percent (100%) of the rehabilitation work, the contractor is eligible for final payment of the contract price.

Upon a satisfactory program inspection, and confirmation from the Housing Rehabilitation Specialist that all Contractor's documents have been submitted according to program procedures, the Housing Rehabilitation Specialist will submit to the Qualified Purchasing Agent:

- Program's Request for Payment form with Owner's and Program's written approval
- The Township blank voucher signed by the contractor for the Purchasing Agent's completion.

- Copy of change order, if one occurred

The Township retains the right to make payments to the contractor without homeowner approval should the homeowner become unavailable to sign the Program contractor payment form due to illness, absence or refusal to sign. In such instance, the Program shall make reasonable attempts to contact the homeowner. If such efforts are not successful within a two-week period from the final inspection date, the Program shall advise the Township, provide documentation of efforts to obtain homeowner approval, and may authorize contractor payment without homeowner sign-off, to not hold up payment rightfully due to the Contractor.

The Housing Rehabilitation Specialist is to submit the contractor payment request to the applicable municipal staff and, if acceptable, the payment request will be placed on the upcoming Bill Night agenda. The Township will forward to the Housing Rehabilitation Specialist a copy of the executed payment to the Contractor for case file records.

Upon job completion, the combined Township payments will total the Construction Agreement, including all applicable change order(s) if any, and minus Owner contribution, if any. The combined Township payments will also match the final Township Voucher amount. Progress and final payments will be made payable to the Contractor.

Q. Standard Certification

A Certificate of Approval issued by the municipal construction official at the time the contractor closes out the rehabilitation construction permits, will confirm the scope of rehabilitation work has been completed and that the housing unit is now up to code standard. The contractor is to provide the Certificate of Approval to the Housing Rehabilitation Specialist when requesting the final inspection. The Housing Rehabilitation Specialist will ensure that a copy of the Certificate of Approval is placed in the case file.

R. Record Mortgage Documentation

At construction completion, the Housing Rehabilitation Specialist shall attach a copy of the contractor's final payment form as Schedule B to the program mortgage to document the commencement date of the program lien period. The Housing Rehabilitation Specialist will forward the executed mortgage to the Municipal Housing Liaison and the Township's Attorney for recording. The Township will promptly file the mortgage with the County Clerk. For rental properties, the Deed Restriction will also be recorded.

S. File Closing

The Housing Rehabilitation Specialist will close the homeowner's file after the final payment is made and the mortgage, and when applicable, Deed Restriction is/are returned from the County with recorded date, book and page.

The Housing Rehabilitation Specialist will send the homeowner a case closeout letter explaining the warranty period, importance of program documents for personal record keeping, explaining the homeowner's responsibility to continue to maintain the home, providing the homeowner with a home maintenance checklist as guidance, thanking the owner for program participation, and encouraging him/her to recommend the program to other households in the community and, when applicable, reminding owner of the affordable housing rental requirements listed in the program lien documents and deed restriction.

T. Requests for Subordination

Mahwah may agree to subordination of its lien if the mortgage company supplies an appraisal showing that the new loan plus the balance(s) on all unpaid loans (including the value of the rehabilitation assistance) does not exceed ninety-five (95%) of the appraised value of the unit. If the homeowner is simply refinancing their primary mortgage to a lower interest rate and not "cashing out" any equity, Mahwah will subordinate up to 100% of the appraised value.

The fee to process subordination requests will be paid by the homeowner directly to the Program Administrator in accordance with the fee set forth in the program administration contract.

VI. CONTRACTOR REQUIREMENTS AND RECRUITMENT

A. Marketing

The Program will coordinate with the Township to advertise the availability of construction work on the Township's website and display a contractor outreach poster and handouts in the municipal building, including the local construction office. The contractor outreach material will be posted on CGP&H's www.hip.cgph.net website and via CGP&H's HIP social media.

If determined needed, additional outreach may include CGP&H outreach to home improvement contractors registered with Consumer Affairs who are geographically near or in the municipality, outreach via the local newspapers and through the posting of community notices, and advertising the availability of construction work by posting information at local building supply dealers.

All interested contractors will have the opportunity to apply for inclusion on the Program contractor list, which will be made available for the homeowner's use in selecting rehabilitation contractors.

B. Contractor Qualifications

To qualify, contractors must meet the following minimum requirements:

- Contractors must carry at least $1,000,000 in general liability insurance. The Contractor shall carry full workmen's compensation coverage including Employer's Liability limits of at least $500,000 and statutory state coverage for all his/her employees and those of his/her subcontractors engaged in program rehab work. The Contractor must provide the Housing Rehabilitation Specialist with a certificate of insurance naming the Program as Certificate Holder, and naming the Municipality and CGP&H as additional insureds at time of program job award; and
- At least three favorable references on the successful completion of similar work; and
- The Contractor's State Business Registration Certificate; and
- Current Consumer Affairs Home Improvement Contractor license; and
- Applicable lead certifications for contractors working on houses built prior to 1978. As identified in the scope of work, the contractor must comply with HUD 24 CFR Part 35 and the EPA RRP Rule regarding certification; and
- If claiming prior experience with local, state or federally funding housing rehabilitation programs, a record of satisfactory performance in a neighborhood rehabilitation program or other federal/state programs; and
- Appropriate licenses; e.g. plumbing, electrical.

Contractors must also complete a Contractor Qualification Form. The contractor's qualifications will be reviewed and the references cited will be checked by the Program Inspector before the contractor is awarded a job.

Additionally, CGP&H will also conduct periodic contractor orientation sessions via Zoom. Contractors who are new to the program are required to attend an orientation session either via Zoom, PowerPoint handout or one-on-one with the Program Inspector.

VII. Lead Based Paint (LBP):

Though lead remediation is not a DCA requirement for the HIP or for state rehab credit, for the purpose of rehabilitation, the Township of Mahwah has made a local decision to implement a lead safe component into the HIP as an eligible activity for the occupants' health concerns. Mahwah is opting to follow the lead based paint (LBP) provisions in accordance with HUD regulations 24 CFR Part 35 Lead-Safe Housing Rule for lead hazard reduction. To that end, all Program assisted homes constructed prior to 1978 will be tested for lead-based paint and will also be inspected by a certified risk assessor.

Housing rehabilitation exemptions from lead-based paint regulations are as follows:

- Residential structures built after January 1, 1978
- Emergency action activities
- Properties found not to have lead-based paint during earlier testing that meets the requirements of prior evaluations
- Properties where all lead-based paint has been identified and removed using approved methods
- Rehabilitation that does not disturb paint

At the appropriate time, the Program will provide the homeowner with copies of the following:

- Lead Hazard Information Pamphlet
- Property Owner Disclosure (distributed to owners of a unit known to contain lead-based paint or lead-based paint hazards for disclosure to tenants or prospective purchasers)
- Notice of Lead Hazard Evaluation or Presumption
- Notice of Lead Hazard Reduction Activity including Clearance

Any properties not inclusive of the aforementioned exemptions and applying for program assistance will be inspected by the appropriate professional to identify and evaluate lead hazards. If hazards are identified, the program will then determine the following:

- Required level of lead hazard reduction
- What methods will be used to reduce or eliminate the hazards

The HIP is not federally funded. The Program has opted though to utilize the federal guidelines. Emergency cases are exempt. The program cases will fall into the >$5,000 < $25,000 category of HUD guidelines below.

Amount of Program Assistance	>$5,000 < $25,000
Approach to Lead Hazard Evaluation and Reduction	Identify and control lead hazards
Notification	Yes
Lead Hazard Evaluation	Paint Testing of surfaces to be disturbed by rehabilitation and a Risk Assessment of entire unit
Lead Hazard Reduction	Interim Controls Safe work practices Clearance of unit

The lead hazard reduction will always include safe work practices and clearance and will also include one or more of the following:

- Paint Stabilization
- Interim Controls (or Standard Treatment)

The occupants will be notified of the Program's determination. Prior to the rehabilitation and lead based paint hazard work going out for contractor bids, the Program will determine the type of contractor needed to complete the work required. The lead paint hazard reduction work will be identified in the work specifications. The Program staff, homeowner and contractor(s) awarded the job will review the key aspects of the lead hazard reduction during the pre-construction conference.

The awarded contractor(s) will perform safe work practices at all times which includes but is not limited to:

- Occupant protection
- Work site preparation
- Daily cleanup
- Safe work practices
- Worker protection

Additionally, for houses built prior to 1978, contractors must comply with the Environmental Protection Agency Renovation, Repair and Painting Rules (40 CFR Part 745) when any work item is marked with (EPA-RRP Rule) in the work specifications.

The requirements related to Section VII are spelled out in the General Conditions of the work specifications.

Occupants will be notified of any lead-hazard reduction measures that were taken. Subsequent to the program's final inspection, the Lead-based Paint Inspector will conduct a clearance examination including dust samples to confirm the unit is safe for occupancy and that lead hazard reduction was performed according to the Program's work specifications. If the lead clearance test fails, the unit has to be cleaned again and retested. The contractor will bear the financial responsibility of all additional cleaning and clearance testing required to pass the lead clearance.

Both Notices of Lead Hazard Evaluation and Lead Hazard Reduction will be provided to the occupants within 15 calendar days of the date the Program receives the evaluation report or the date the lead hazard reduction work is completed.

The Program may refer homeowners of houses built prior to 1978 to the NJ Department of Community Affairs (DCA) Lead Assistance Programs found at this link https://www.nj.gov/dca/dhcr/offices/leadsafe.shtml for lead-based paint hazards remediation needs.

VIII. Rental Procedures:

Rental units are subject to Uniform Housing Affordability Controls (UHAC) promulgated by the New Jersey Housing and Mortgage Finance Agency at N.J.A.C.5:80-26 et seq, the amended Fair Housing Act at N.J.S.A. 52:27D-301 et seq., the Fair Housing Act Regulations promulgated by the Department of Community Affairs, Division of Local Planning Services ("LPS") once the rental units are rehabilitated. In addition to the mortgage and mortgage note, the controls on affordability shall be in the form of a deed restriction.

- If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit be rented to an income eligible household at an affordable rent and affirmatively marketed pursuant to UHAC.

- If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to UHAC.
- Rents in rehabilitated units may increase annually based on the standards in UHAC.
- At the time of application, applicant households and/or tenant households shall be subject to income eligibility determinations in accordance with UHAC.

The municipality's Administrative Agent will administer the rental affordability controls during the 10-year affordability period for each rental property assisted. Landlords are responsible to pay income certification fees for re-rentals.

IX. MARKETING STRATEGY

In coordination with the Township, the Program Administrator will employ a variety of proven strategies, as needed, to advertise the program within Mahwah to establish the program's applicant pool/wait list for the program openings. The marketing strategy/plan possibilities include but are not limited to:

- Creation and distribution of program homeowner outreach posters, flyers and handouts
- Place program outreach material on the Township's website and, if available, social media
- Place program outreach material on CGP&H's HIP website and social media
- Obtain Mahwah homeowners from the Bergen County Home Improvement Program.
- Municipal E-newsletter and paper newsletter (if available)
- Appending announcements and/or flyers to other municipal mailings as they become available (tax, etc) or direct mailing, if approved by the municipality
- Municipal email blasts (if available)
- Program marketing will be distributed to local community organizations and major employers including religious organizations, civic groups, senior group, ethnic organizations, etc.
- Free local cable TV advertising (when available)
- Periodic Press releases

- Program group presentations to community organizations or at the Township Municipal Building to prospective homeowners and even to local contractors
- Paid newspaper advertisements (last resort) when deemed necessary and appropriate.

The order of method used will be analyzed to implement the most effective combination of strategies. Extensive marketing efforts are essential for all successful housing rehabilitation programs to meet their productivity objectives.

Available rental units assisted via the HIP will be affirmatively marketed in accordance with the Township of Mahwah Affordable Housing Affirmative Marketing Plan.

X. MAINTENANCE OF RECORDS AND CLIENT FILES

A. Programmatic Recording

The Program files will include:

- The policies and procedures manual, which will also be updated when applicable.
- An applicant pool will be maintained by the program staff to track intake of the people interested in the program and the corresponding outgoing application invites.
- A rehabilitation log will be maintained by the program staff that depicts the status of all applications in progress. The program staff will provide the rehab log to the Municipality quarterly.

B. Participant Record Keeping

The Program will be responsible for ensuring that individual files for each unit are established, maintained and then submitted to the municipality upon completion. Each completed file will contain a minimum of the following:

- Checklist
- Application form
- Tenant Application form (Rental Units Only) including rental lease
- Proof of ownership
- Income verification (for all households)

- Proof of currency of property tax and water/sewer accounts
- Proof of homeowner extended coverage/hazard insurance (Declaration Page)
- Proof that the municipal lien plus the total of other liens does not exceed the market value of the unit.
- Certification of Eligible Household or Notice of Ineligible Household (whichever is applicable)
- Homeowner/Program Agreement
- Certificate of Substandard
- Work Specifications/Cost Estimate aka Work Write-Up
- Letter: forward Lead Hazard Evaluation Notice to homeowner (if applicable)
- Homeowner Confirmation of Receipt of Lead Hazard Evaluation Notice (if applicable
- Bid Notice
- Contractor bids
- Bid Tabulation
- Construction Agreement
- Mortgage and Mortgage Note, and for rental properties, Deed Restriction
- Notice of Right of Rescission
- Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet
- Contractor Confirmation of Receipt of Lead Paint Notice
- Copies of all required permits
- Change orders, if any
- Work progress and final inspection reports
- Copies of contractor payment documentation
- Letter: forward Lead Hazard Reduction Notice-Lead Clearance Report to homeowner (if applicable)

- Homeowner Confirmation of Receipt of Lead Hazard Reduction Notice (if applicable)
- Photographs (Before and After)
- Photographs (Before and After)
- Close-out documents
- Certification of Approval

C. Reporting to the Municipal Housing Liaison

For each unit the following information must be retained to be reported annually:

- Street Address
- Block/Lot/Unit Number
- Owner/Renter
- Income: /Low/Mod
- Final Inspection Date
- Funds expended on Hard Costs
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls
- Length of Affordability Controls (yrs)
- Date Affordability Controls removed
- Reason for removal of Affordability Controls

The Program Administrator will provide each completed unit's data for annual state online monitoring.

D. Financial Recordkeeping

Financial recordkeeping is the responsibility of the Municipal Housing Liaison, with assistance from the Administrative Agent, as may be requested from time to time.

XI. HOUSING ADVISORY COMMITTEE AND APPEALS PROCESS

In homeowner/contractor disputes, as well as disputes with regard to staff decisions, a Housing Advisory Committee (which is the Township's Affordable Housing Sub-committee) formed by the Township will act as a mediator to resolve the differences. Homeowners involved in a dispute will be instructed to submit their concerns in writing. The homeowner may request a hearing conducted by the Housing Advisory Committee. All Housing Advisory Committee decisions are final.

Additionally, the Housing Advisory Committee may decide on cases that are not clearly determined via the Policy and Procedures Manual, requiring either a change to the Manual, a waiver approval or waiver denial. During this process, when discussing case specifics with and among Committee members, the confidentiality of the individual homeowner will be protected by use of case numbers rather than names.

XII. CONCLUSION

If the procedures described in this manual are followed, the Township of Mahwah's Home Improvement Program should operate smoothly and effectively. Where it is found that a new procedure will eliminate a recurring problem, that procedure may be incorporated into the program operation. In addition, this manual may be periodically revised to reflect changes in local, state and federal policies and regulations relative to the Home Improvement Program.

APPENDIX A - LIST OF PROGRAM FORMS

- Application Transmittal Letter
- Program Information Handout
- Application for Assistance- Homeowner
- Application for Assistance- Landlord (Investor)
- Application for Assistance- Tenant
- Eligibility Release Form
- Checklist
- Special Needs Waiver (Eligibility Requirements)
- Special Needs Waiver (Exceed Program Limit)
- Certification of Eligible Household
- Eligibility Determination Form
- Notification of Eligibility
- Notification of Ineligibility
- Homeowner/Program Agreement
- Certificate of Substandard
- Certificate of Substandard – Emergency Situation
- Letter: forward work write-up and contractor list to homeowner
- Work Write-Up review form
- Request for Rehabilitation Bid
- Affidavit of Contractor
- Subcontractor Bid Sheet
- Bid Tabulation/Contractor Selection
- Construction Agreement
- Mortgage
- Mortgage Note – single family, multi family, investor versions
- Notice of Right of Rescission
- COAH Deed Restriction (when applicable)
- Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet
- Contractor Confirmation of Receipt of Lead Paint Notice
- Notice to Proceed
- Contractor's Request for Final Inspection
- Change Order Authorization
- Certificate and Release
- Closeout Statement

3V.

WARD APPARATUS

1250 Schweizer Road
Horseheads, NY 14845

CONTRACT CHANGE ORDER FORM

Customer:	**Mahwah RS1 10' Rescue**	**Change Order #**	**247132-3**
Unit #:	**247132**	**Date:**	**3/9/2025**

SELECT	ITEM #	CHANGE ORDER DESCRIPTION	QTY.	PRICE	TOTAL
1	1	Delete requirement to supply and install Motorola Radio equipment.	1	-$19,515.90	-$19,515.90
TOTAL CHANGES TO CONTRACT			***Add/(Credit)***		***-$19,515.90***

Customer Approved _____ Date _____

3W.

Resolution No. 151-26

Adopted: March 12, 2026

MAYOR AND COUNCIL

MAHWAH, NEW JERSEY

AMENDED TEMPORARY CAPITAL BUDGET

WHEREAS, the Division of Local Government Services requires the adoption of a Local Capital Budget, and
WHEREAS, the local capital budget for the year 2026 has not been adopted, and,
WHEREAS, it is desired to adopt an amended temporary capital budget for the year 2026,
NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Mahwah, that the following capital budget be amended as follows:

RECORDED VOTE:
(Insert Last Names)

AYES {
NAYS {
ABSTAIN {
ABSENT {

CAPITAL BUDGET (Current Year Action)
2026

(1) PROJECT	(2) PROJECT NUMBER	(3) ESTIMATED TOTAL COSTS	(4) AMOUNTS RESERVED IN PRIOR YEARS	PLANNED FUNDING SERVICES FOR CURRENT YEAR 2021					6 TO BE FUNDED IN FUTURE YEARS
				5a 2025 Budget Appropriations	5b Capital Improvement Fund	5c Capital Surplus	5d Grants in Aid and Other Funds	5e Debt Authorized	
General Capital Improvements:									
Road Improvements		$1,355,000.00			$66,000.00			$1,289,000.00	
Acquisition of Police SUV's		$291,000.00			$16,000.00			$275,000.00	
Acquisition of Fire Dept. SUV		$131,000.00			$8,000.00			$123,000.00	
Acquisition of Fire Truck		$1,223,000.00			$60,000.00			$1,163,000.00	
Technology Upgrades		$247,500.00			$12,375.00			$235,125.00	
TOTAL GENERAL CAPITAL		$3,247,500.00			$162,375.00			$3,085,125.00	
Water & Sewer Utility Improvements:									
Technology Upgrades		$225,000.00						$225,000.00	

BE IT FURTHER RESOLVED that the above item(s) will be provided for in the 2026 Capital Budget, and,
BE IT FURTHER RESOLVED that two certified copies of this resolution be filed forthwith in the Office of the Director of Local Government Services.
It is hereby certified that this is a true copy of a resolution adopting a temporary capital budget by the governing body on the 12th day of March, 2026.
Certified by me
March 12, 2026 (Date) _____
Carolyn George, Municipal Clerk

TRENTON, NEW JERSEY
APPROVED _____, 2026

32.

MEMORANDUM OF AGREEMENT ADDENDUM

This Addendum to the June 16, 2021 Memorandum of Agreement between the Mahwah Board of Education ("Board") and the Township of Mahwah ("Township") is made this _____ day of _____, 2026.

Whereas, the Township and the Board entered into a Memorandum of Agreement ("MOA") for the Township to provide the Board with a School Resource Officer ("SRO") to be assigned to Mahwah High School for security and other purposes; and

Whereas, the first term of the MOA was from July 1, 2018 through June 30, 2021; and

Whereas, the parties extend the MOA four additional times - July 2021 through June 30, 2022, July 1, 2022 through June 30, 2023, and July 1, 2023 through June 30 2024, and July 1, 2024 through June 30, 2025; and

Whereas, the parties desire to extend the MOA for one (1) additional year; and

Whereas, the MOA provides that it can be mutually extended by a writing signed by both parties;

Now, therefore, in consideration of the mutual promises and agreements set forth below, the parties agree as follows:

1. The MOA is hereby extended for one year for the term commencing on September 1, 2025 through June 30, 2026.

2. The Board agrees to pay the Township 50% of the total amount set forth below which represents one-half of the SRO's cost. Payments will be made by the Board to the Township on a monthly basis.

Year	Salary	Health*	Pension**	Medicare	Workers Comp	Total	BOE Portion	Township Portion
1	$139,412.53	$17,642.00	$52,427.37	$2,021.48	$3,150.72	$214,654.09	$107,327.05	$107,327.05

3. Section 12.9 of the MOA is amended to include the following language:

- A Certificate of Insurance will be secured and issued for the Township to the Board, evidencing Workers Compensation, Automobile Liability, General Liability (including Police Professional Liability) and Umbrella Coverage, naming the Mahwah Board of Education as an Additional Insured for the Liability coverages so noted.
- A Certificate of Insurance will be secured and issued for the Board to the Township, evidencing the Board's Liability and naming the Township as an Additional Insured as it relates to the obligations under the Agreement.
- Upon receipt, such Certificates will be distributed to both the District and the Township.

4. All other terms of the MOA shall remain unchanged unless amended by the parties in writing.

5. This addendum is subject to approval by the Board and the Township.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year above written.

Mahwah Board of Education

By: _____
Dr. Michael DeTuro, Superintendent

Date:

Township of Mahwah

By: _____
James J. Wysocki, Mayor

Date:

3aa.

TEMPORARY SHARED SERVICES AGREEMENT

This **TEMPORARY SHARED SERVICES AGREEMENT** (the "Agreement") shall be and hereby is entered between the Borough of Lincoln Park, a municipality in the County of Morris and State of New Jersey, whose address is 34 Chapel Hill Road, Lincoln Park, New Jersey 07035 and the Mahwah Township, a municipality in the County of Bergen and State of New Jersey whose address is 475 Corporate Drive, Mahwah, New Jersey 07430, dated as of March 2, 2026.

WITNESSETH:

WHEREAS, The Borough of Lincoln Park ("Lincoln Park") presently employs a Registered Environmental Health Specialist (REHS) to perform certain services for Lincoln Park; and

WHEREAS, The Mahwah Township ("Mahwah") is in need of a REHS to perform Septic Inspection services for Mahwah; and

WHEREAS, Lincoln Park and Mahwah desire to enter into a temporary shared services agreement whereby the Lincoln Park REHS would perform Septic Inspection services for Mahwah; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1 *et seq.*, also known as "The Uniform Shared Services and Consolidation Act," municipalities may enter into agreements for shared services with each other to provide or receive any service that the local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, procedures for payment, and assignment and allocation of responsibility for meeting standards between and among the parties; and

WHEREAS, Lincoln Park has offered to provide the services of its REHS to Mahwah and

WHEREAS, Lincoln Park and Mahwah have adopted Resolutions to authorize this agreement;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. SCOPE OF PERFORMANCE AND RESPONSIBILITIES OF THE PARTIES

Lincoln Park shall serve as the lead agency for this shared services agreement with Mahwah.

The parties agree that the REHS shall be and remain a Lincoln Park employee. The REHS shall Provide Septic Inspection services in each municipality.

Lincoln Park shall be required to ensure that all certifications, insurance, bonding, etc., shall be met.

The REHS will be permitted to perform work for either municipality regardless of location.

The parties will maintain a set of separate financial records and separate reporting for each jurisdiction.

A. Original Inspection Records. All original inspection reports, permits, notices of violation, certificates of compliance, and other documentation generated in the performance of services for Mahwah hereunder shall be the exclusive property of Mahwah, shall be maintained in Mahwah's offices, and shall be managed in accordance with the Mahwah's record retention policies and the New Jersey Records Retention Schedule.

B. Indemnification by Lincoln Park. Lincoln Park shall indemnify, defend, and hold harmless Mahwah, its officers, officials, employees, and agents from and against any and all claims, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from (i) the negligent or wrongful acts or omissions of the Lincoln Park or the Assigned Inspector(s) in performing services hereunder; or (ii) any breach by Lincoln Park of its obligations or representations under this Agreement.

C. Indemnification by Mahwah. Mahwah shall indemnify, defend, and hold harmless Lincoln Park, its officers, officials, employees, and agents from and against any and all claims, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from (i) the negligent or wrongful acts or omissions of Mahwah's officials or employees in the administration and oversight of services hereunder; or (ii) any breach by Mahwah of its obligations or representations under this Agreement.

D. New Jersey Tort Claims Act. Nothing in this Article shall expand the liability of either Party beyond the limits established by the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and any indemnification obligations hereunder shall remain subject to the immunities, defenses, and limitations provided therein.

E. The parties agree to take such actions and enter such further agreements as may be necessary to carry out the terms of this agreement in compliance with N.J.S.A. 40A:65-1 et seq.,

2. TERM OF AGREEMENT

Effective March 10, 2026, until May 30, 2026, Lincoln Park REHS will perform Septic Inspection services for Mahwah. The Agreement may be extended for an additional thirty (30) days upon agreement by both parties.

3. Mahwah shall pay Lincoln Park the total sum of $100.00 per hour for Septic Inspection services performed by Lincoln Park REHS. Travel time between Lincoln Park and Mahwah will also be invoiced at $100.00 per hour. Payment for Septic Inspection services rendered by Lincoln Park REHS will be billed to Mahwah monthly.

BOROUGH OF LINCOLN PARK,
COUNTY OF MORRIS
STATE OF NEW JERSEY

By: _____
DAVID RUNFELDT, MAYOR

Attest By: _____
COURTNEY FITZPATRICK, CLERK
BOROUGH OF LINCOLN PARK

MAHWAH TOWNSHIP
COUNTY OF BERGEN
STATE OF NEW JERSEY

By: _____
JIM WYSOCKI, MAYOR

Attest By: _____
CAROLYN GEORGE, CLERK
MAHWAH TOWNSHIP

TOWNSHIP OF MAHWAH
BOARD OF HEALTH

Resolution 2026-09 Temporary Shared Service Agreement for Septic Consulting

---

BE IT RESOLVED BY THE BOARD OF HEALTH of the Township of Mahwah, County of Bergen, State of New Jersey that Mahwah shall enter into a Shared Local Services Agreement with the Borough of Lincoln Park for the purpose of retaining Temporary Septic Consulting Services for the period of March 10, 2026 through May 30, 2026. The Agreement shall be extended for an additional thirty (30) days upon agreement by both parties.

BE IT FURTHER RESOLVED that the Borough of Lincoln Park will be paid the total sum of $100.00 per hour for septic inspection services performed by Lincoln Park REHS.

BE IT FURTHER RESOLVED, that travel time between Lincoln Park and Mahwah will also be invoiced at $100.00 per hour. Inspection services rendered by Lincoln Park REHS will be billed to Mahwah monthly.

BE IT FURTHER RESOLVED, that the Township Board of Health Administrative Secretary shall keep a copy of this Resolution and the Contract on file and available for inspection in the Office of the Health Department.

Dated/
Introduced/ **3/10/2026**
Adopted

Kathryn Hagan

Kathryn Hagan, Administrative Secretary

Introduced by: _____

Seconded by: _____

ROLL CALL:	AYE	NAY	ABSTAIN	ABSENT
Dr. Choi				✓
Dr. DeMaria	✓			
Mrs. DeSilva				✓
Ms. Esty	✓			
Mr. Matysiak	✓			
Ms. Sawchuk	✓			
Ms. Varrato				✓

46.

ASSOCIATION #	COMPANY #	LINE #
FOR STATE OFFICE USE ONLY		

New Jersey State Firefighter's Association Application for Membership

Form 100 – REV 9/23

Date 3/6/26

Relief Association Name _____ Assoc. Number _____ Municipality Mahwah County Bergen

Fire Company Name Fire Company #2 Fire Department Name Mahwah Fire Dept

Applicant Name James (First) P (Middle Initial) Keane (Last) _____ Suffix

Home Address [redacted] (Street, Municipality, Zip Code) [redacted] # of years

Date of Birth [redacted] Birth Place [redacted] SS # [redacted] (REQUIRED)

Applicant Phone Number [redacted] Applicant Email Address [redacted]

Have you ever applied to be a member of the NJSFA? ☐ Yes ☑ No If yes, when _____ where _____

If you have a line number with another Relief Association: ☐ Stay with previous Association ☐ Move records to new Association

*** It is the Applicant's responsibility to notify their Local Relief Secretary of any address change throughout their career/membership. ***

Signature of Applicant (witnessed by a Notary Public): James P Keane

State of New Jersey, County of Bergen

On March 6, 2026 before me, Carolyn W. George, Notary Public in and for said county, personally appeared James P. Keane, (signer) who has satisfactorily identified himself/herself as the signer of the above referenced document.

My Commission Expires: 4/12/26 Carolyn W George
Notary Public Signature

CAROLYN W GEORGE
NOTARY PUBLIC
State of New Jersey
ID # 2454727
My Commission Expires 4/12/2026

_____ Signature of Relief Association Secretary

_____ Signature of Chief of Department

Type of Firefighter the Applicant will be: ☐ Career (full time paid) ☑ Volunteer

Municipal/Fire District Approval: I hereby certify that this applicant was admitted to active membership in the Department and has been approved by the governing body of _____ on the ____ day of _____, 20____.

Signature of Municipal Clerk/Board of Fire Commissioners: _____

A. Application portion should be completed by Applicant – Typed or Printed ONLY
B. Application must have the Physical Test Record completed by a New Jersey Licensed Physician, Nurse Practitioner or Physician's Assistant
C. The completed Application and Physical Test Record must be returned to the Local Relief Secretary
D. The Local Relief Secretary shall review the application for completeness, attain the proper signatures, and forward to the NJSFA State office.

The Applicant is not a member of the NJSFA until the completed ORIGINAL hard-copy application is received AND approved at the NJSFA State office. Do NOT scan & email. Original hard-copy only will be processed.

Form 100 – REV 9/23

Physical Test Record (Valid for one (1) year from the Date Examined)

To be filled out by a Physician, Nurse Practitioner or Physician's Assistant that is licensed in the State of New Jersey. Once the Physical has been completed, this form must be returned to the Local Relief Association Secretary at the address listed below.

All sections of the Physical must be properly filled out. If improperly filled out or questions are left blank, the Physical will be returned for correction or completion. NO SECTION CAN BE LEFT BLANK.

Please Print

Name James P Keane M
First Middle Initial Last Sex

[redacted]

I CERTIFY THAT AS A PRACTICING PHYSICIAN, NURSE PRACTITIONER OR PHYSICIAN'S ASSISTANT LICENSED IN THE STATE OF NEW JERSEY, THE APPLICANT IS FREE FROM ANY ACUTE OR CHRONIC DISEASE AND HAS NO PHYSICAL DEFECTS THAT WOULD HINDER HIS/HER ABILITY TO PERFORM THE DUTIES OF A FIREFIGHTER.

Date Examined 3/6/2024 Examined at _____
Address of office

_____ Michel Williams-Healy NP _____
Examiner's Phone # Print Examiner's Name Signature of Examiner

☐ Physician
☒ Nurse Practitioner
☐ Physician's Ass't

* If a Nurse Practitioner or Physician's Assistant, please indicate the name of the collaborating or supervising physician *

_____ Seana Shokari, D.O.
NPI Number Print Physician's Name

THE NEW JERSEY STATE FIREFIGHTER'S ASSOCIATION RESERVES THE RIGHT TO HAVE THIS APPLICATION REVIEWED BY A MEDICAL DOCTOR OF ITS CHOICE, INCLUDING A NEW PHYSICAL EXAMINATION IF NECESSARY.

This Application/Physical must be returned to the local Relief Association Secretary:

_____ _____ _____
Local Relief Secretary Name Address Zip code

TOWNSHIP OF MAHWAH

ORDINANCE NO. 2090

BOND ORDINANCE PROVIDING FOR TECHNOLOGY UPGRADES IN AND BY THE TOWNSHIP OF MAHWAH, IN THE COUNTY OF BERGEN, NEW JERSEY, APPROPRIATING $247,500 THEREFOR AND AUTHORIZING THE ISSUANCE OF $235,125 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF.

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MAHWAH, IN THE COUNTY OF BERGEN, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Township of Mahwah, in the County of Bergen, New Jersey (the "Township") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of $247,500, including the sum of $12,375 as the down payment required by the Local Bond Law. The down payment is now available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of $235,125 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby

authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is technology upgrades, including all work and materials necessary therefor and incidental thereto and further including all related costs and expenditures incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The

chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Township may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 5 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such

statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by $235,125, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding $22,500 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

Section 7. The Township hereby declares the intent of the Township to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of the Treasury Regulations.

Section 8. Any grant moneys received for the purpose described in Section 3(a) hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of

obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Introduced: 3/12/26
Adopted:
Effective Date:

TOWNSHIP OF MAHWAH

_____
Robert M. Ferguson, III
Council President

ATTEST:

_____
Carolyn George, RMC
Municipal Clerk

TOWNSHIP OF MAHWAH

ORDINANCE NO. 2091

BOND ORDINANCE PROVIDING FOR TECHNOLOGY UPGRADES FOR THE WATER AND SEWER UTILITY IN AND BY THE TOWNSHIP OF MAHWAH, IN THE COUNTY OF BERGEN, NEW JERSEY, APPROPRIATING $225,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $225,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF.

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MAHWAH, IN THE COUNTY OF BERGEN, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Township of Mahwah, in the County of Bergen, New Jersey (the "Township"). For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of $225,000. No down payment is required as the purpose authorized herein is deemed self-liquidating and the bonds and bond anticipation notes authorized herein are deductible from the gross debt of the Township, as more fully explained in Section 6(e) of this bond ordinance.

Section 2. In order to finance the cost of the improvement or purpose, negotiable bonds are hereby authorized to be issued in the principal amount of $225,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is technology upgrades for the Water and Sewer Utility, including all work and materials necessary therefor and incidental thereto and further including all related costs and expenditures incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the

description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Township may lawfully undertake as a self-liquidating purpose of a municipal public utility. No part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 5 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by $225,000, but that the net debt of the Township determined as provided in the Local

Bond Law is not increased by this bond ordinance. The obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding $22,500 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

(e) This bond ordinance authorizes obligations of the Township solely for purposes described in N.J.S.A. 40A:2-7(h). The obligations authorized herein are to be issued for a purpose that is deemed to be self-liquidating pursuant to N.J.S.A. 40A:2-47(a) and are deductible from the gross debt of the Township pursuant to N.J.S.A. 40A:2-44(c).

Section 7. The Township hereby declares the intent of the Township to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of the Treasury Regulations.

Section 8. Any grant moneys received for the purpose described in Section 3 hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market

disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Introduced: 3/12/26
Adopted:
Effective Date:

TOWNSHIP OF MAHWAH

_____
Robert M. Ferguson, III
Council President

ATTEST:

_____
Carolyn George, RMC
Municipal Clerk

TOWNSHIP OF MAHWAH
ORDINANCE NO. 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

WHEREAS, the Mayor and Township Council of the Township of Mahwah desire to honor retiring employees who have accumulated at least twenty years of continuous service with the Township by posting an honorary street sign displaying their name; and

WHEREAS, such signs will be posted on Township property at a location reasonably near where the individual worked, for a period not to exceed one year; and

WHEREAS, the Township Council desires to amend the Code to incorporate this change.

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

SECTION 1. Chapter 15, Streets, Sidewalks and Sanitation, of the Township Code is hereby amended to add Section 15-10, Honorary Street Designation, to read as follows:

§ 15-10 **TEMPORARY HONORARY STREET SIGN DESIGNATION**

a. Eligibility. Any retiring Township employee with at least twenty years of continuous service with the Township may apply for an honorary street sign designation.
b. Resolution. The street sign designation shall be memorialized by resolution of the Township Council. The resolution shall state the basis for the granting of an honorary street sign designation to the individual and designate the street on which the individual shall be honored.
c. Approval of an honorary street sign designation by the Township Council shall entitle the individual to the following:
    1. A dedicated street sign shall be posted on Township of Mahwah property with the name of the individual being honored.
    2. When available and appropriate, the street selected shall be the street near where the individual worked. Otherwise, the Township Council shall select an appropriate alternative location.
    3. The sign shall be constructed to be 30 inches in length by six inches in height and be consistent in color and design as other honorary street designation signs.
    4. The sign shall be posted for a maximum period of one year. After the one-year period, the Township will provide the sign to the retired employee.

SECTION 2. Ordinances, resolutions, regulations or parts of ordinances, resolutions and regulations inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 3. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such a decision shall not affect the remaining portions of this Ordinance.

SECTION 4. This ordinance shall take effect twenty (20) days following final passage, approval, and publication as required by law.

SECTION 5. A certified copy of the adopted ordinance shall be transmitted by the clerk of the municipality to the commissioner within 30 days of adoption, together with: a copy of the municipal or county engineer's certification, a statement of the reasons for the municipal or county engineer's decision, detailed information as to the location of streets, intersections, and signs affected by the ordinance, resolution, or regulation, and traffic count, crash, and speed sampling data, when appropriate.

Introduced: 2/5/26
Adopted:
Effective Date:

TOWNSHIP OF MAHWAH

_____
Robert M. Ferguson, III
Council President

ATTEST:

_____
Carolyn George, RMC
Municipal Clerk

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).

l. 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: 2/19/26
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 here into 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: 2/19/26
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. 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: 2/19/26
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

24 Attachment 5

Township of Mahwah

Area, Bulk and Yard Requirements

		Minimum Area Requirements			Maximum Bulk Requirements				Minimum Yard Requirements**			
Zone	District	Lot Area (Sq. Ft.)	Lot Width (Ft.)	Lot Depth (Ft)	Improved Lot Coverage (%)	Lot Coverage (%)	Bldg. Ht. Principal*		Front Yard (Ft.)	Side Yard		Rear Yard (Ft.)
							Feet	Story		One (Ft.)	Both (Ft.)	
C200	Conservation	200,000	300	400	15	5	35	2 ½	75	50	100	75
POS	Public Open Space	200,000	300	400	15	5	35	2 ½	75	50	100	75
R80	One-Family	80,000	200	300	20	10	35	2 1/2	60	40	80	50
R40	One-Family	40,000	150	175	30	15	35	2 1/2	40	30	60	40
R20	One-Family	20,000	100	150	40	20	35	2 1/2	35	20	40	35
R15	One-Family	15,000	90	125	40	20	35	2 1/2	30	10	25	30
R10	One-Family	10,000	75	100	40	25	35	2 1/2	30	10	25	30
R5	One-Family	5,000	50	100	40	30	35	2 1/2	25	6	18	25
R11	One-Family	5,000	50	100	40	30	35	2 1/2	25	6	18	25
	Two-Family	11,000	80	100	50	30	35	2 1/2	25	10	25	25
GA200	One-Family	10,000	75	100	40	25	35	2 1/2	30	10	25	30
	Garden Apt.	200,000	300	400	70	30	35	2 1/2	50	30	60	75
PRD4	One-Family	20,000	100	150	40	20	35	2 1/2	35	20	40	35
	Other Uses (PRD)	See §24-3.8 k. and Attachment 6 (Schedule of Area, Yard, and Bulk Requirements for Planned Residential Developments)										
PRD6	One-Family	20,000	100	150	40	20	35	2 1/2	35	20	40	35
	Other Uses (PRD)	See §24-3.8 k. and Attachment 6 (Schedule of Area, Yard, and Bulk Requirements for Planned Residential Developments)										
RM6	One-Family	20,000	100	150	40	20	35	2 1/2	35	20	40	35
	Manufactured Homes	400,000	400	500	50	30	35	2 1/2	See §24-4.14			
CB360	Community Business	90,000	360	400	70	25	40	3	75	40	80	75
B200	Shopping Center	200,000	300	400	80	40	40	3	75	40	75	75
B40	Highway Business	40,000	150	200	80	40	40	3	75	20	40	40
B12	General Business	12,000	80	100	80	40	40	3	40	15	30	40
B10	Neighborhood Business	10,000	50	100	80	50	40	3	10	10	20	40
OP200	Office Park	200,000	300	400	60	30	300	25	See §24-4.32.c2			
ORP200	Office Research Park	200,000	300	350	60	30	40	3	75	40	80	75
IP120	Industrial Park	120,000	300	400	70	35	40	3	60	40	75	65
GI80	General Industry	80,000	200	300	80	40	40	3	50	25	50	65
CEM	Cemetery	200,000	300	400	–	35	35	–	See §24-4.23			
FP	Flood Plain	See §24-4.22										
BZ	Buffer Zone	See §24-5.6										
PRD4S	Adult/Patio Housing	See §24-3.8 k. and Attachment 6 (Schedule of Area, Yard, and Bulk Requirements for Planned Residential Developments)										
*LOD	Limited Office District	80,000	200	200	30	5	35	2	60	30	60	40
ED	Education District	200,000	150	300	65	30	35	2	45	25	50	35
ML1	Mount Laurel	See §22-11.6										
ML2	Mount Laurel	See §22-11.6										
MF-1	Multi Family 1	4.5 Acres			35	20	39	3	25	†	†	25
MF-2	Multi Family 2	21,780	75	100	70	35	35	3	25	10	20	25
MF-3	Multi-Family 3 Overlay	4 Acres	200	500	50	25	40	4	40	20	100	200
MUD-1	Mixed-Use Development 1	See §24-4.29										
MUD-2	Mixed-Use Development 2	See §24-4.30										
MUD-3	Mixed-Use Development 3	See §24-4.37										

*See §24-4.32c.5 concerning height limits in the OP200 Zone.

**See §4.32c concerning yard requirements of the OP200 Zone.

†A 42-foot side yard setback is to buildings and a 30-foot side yard setback is to decks/patios.

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.

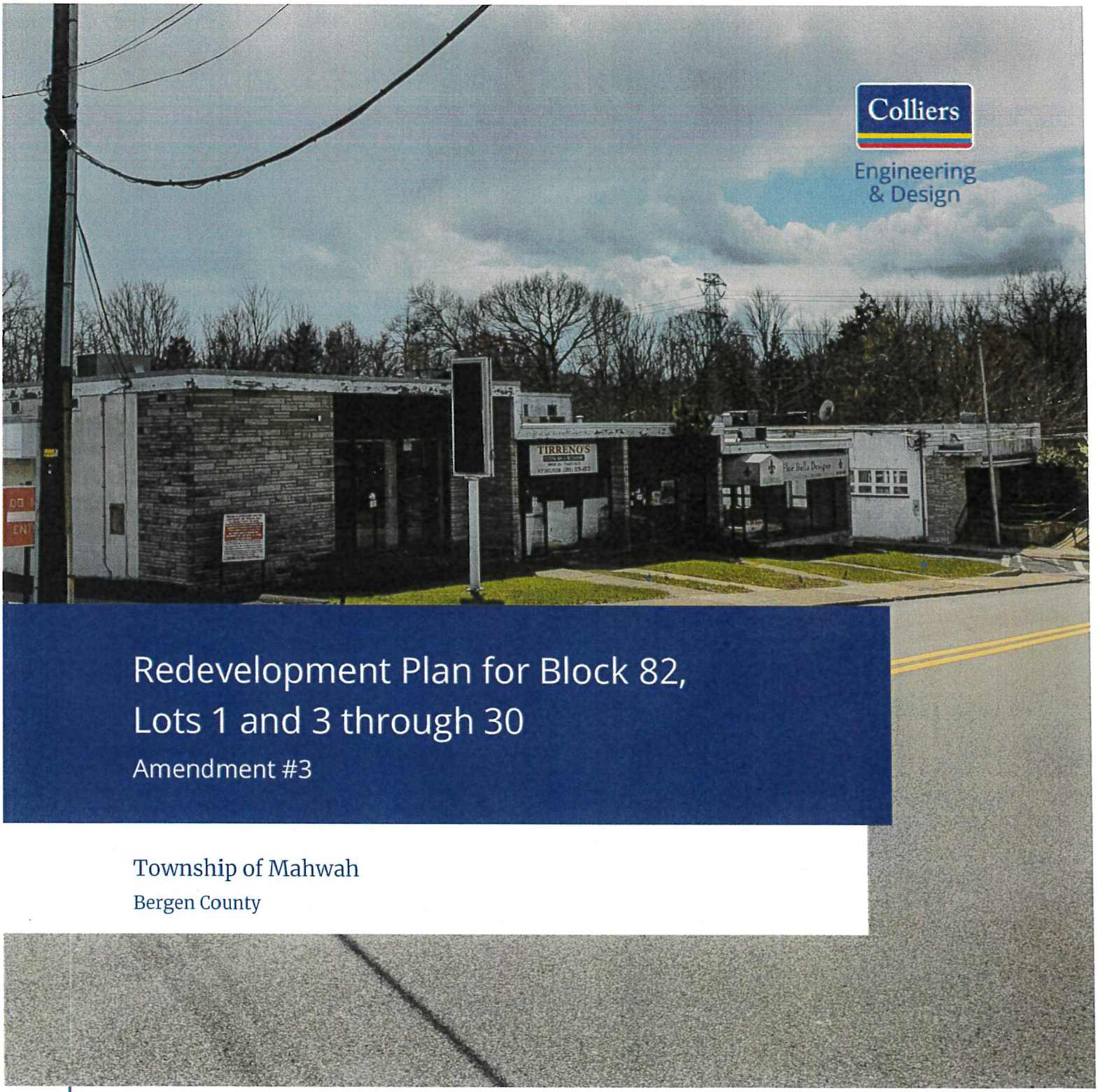
Introduced: 2/19/26
Adopted:
Effective Date:

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

Colliers Engineering & Design, Inc.
Shelbourne at Hunterdon
53 Frontage Road Suite 110
Hampton, New Jersey 08827

Main: 908 238 0900
Colliersengineering.com

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 Consulting[1] 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 Cards[2] 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

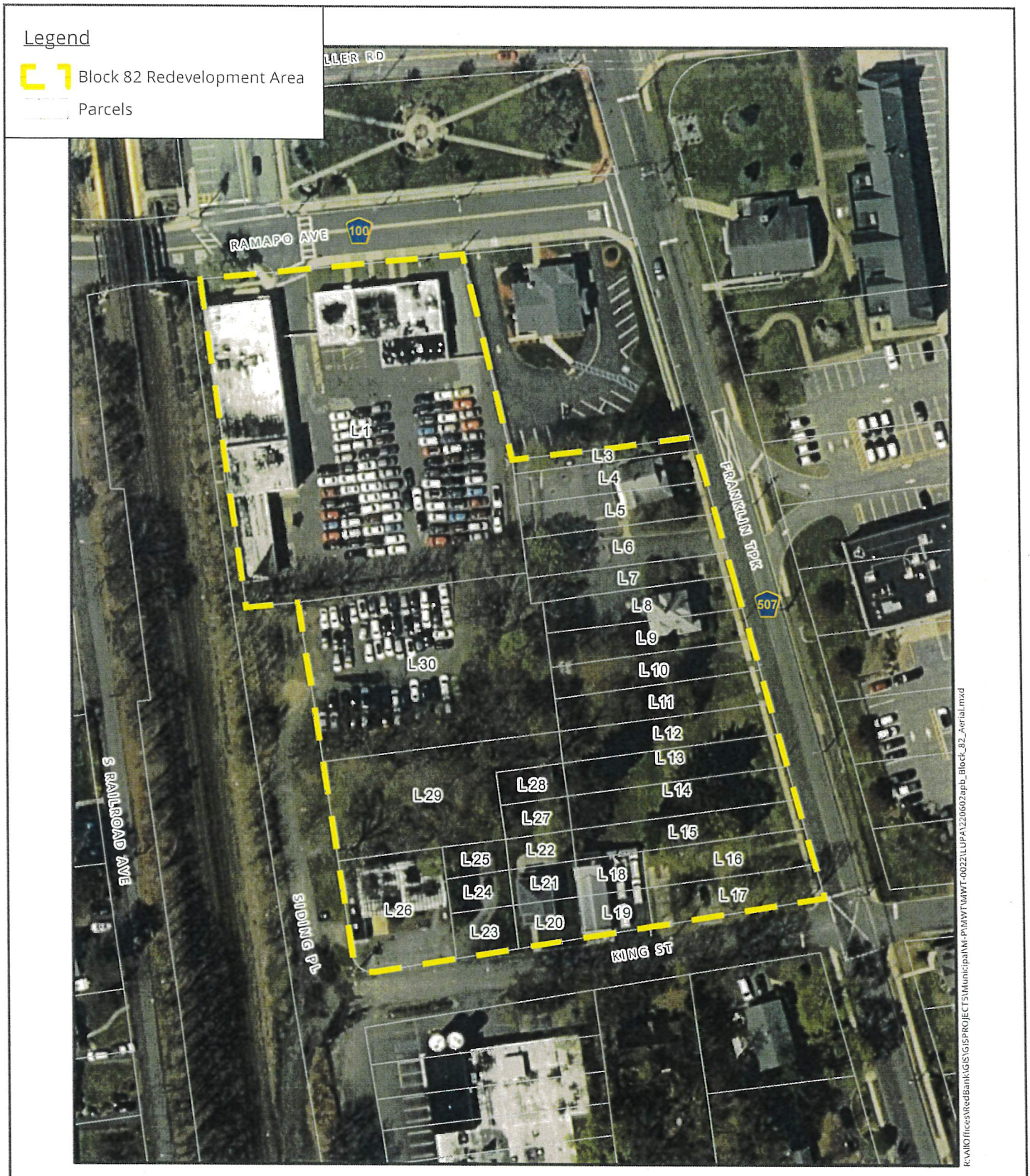
Lot 1 is the largest parcel in the Redevelopment Area and is located at 6 East Ramapo Avenue. The property is 1.22 acres and has approximately 200 feet of frontage on East Ramapo Avenue and roughly 254 linear feet of frontage along Siding Place. According to the Tax Card, the property is owned by Mahwah 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]

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[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.



N

0 50 100 Feet

1 inch = 100 feet

Aerial Map
Block 82

Township of Mahwah
Bergen County, New Jersey

Colliers Engineering & Design

June 2022



N

0 75 150 Feet

1 inch = 150 feet

Zoning Map
Block 82

Township of Mahwah
Bergen County, New Jersey

Colliers Engineering & Design

June 2022



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.



Photo 2 - Building on Lot 8

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.

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

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[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

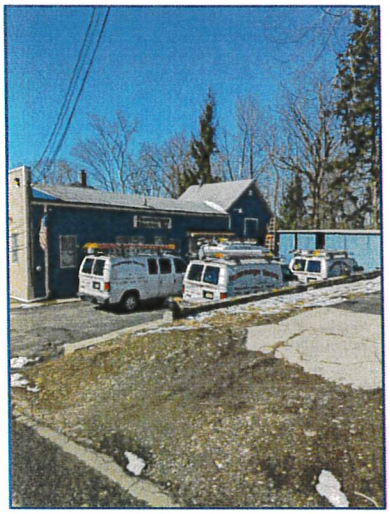


Photo 5 – Industrial building on Lot 19

[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.

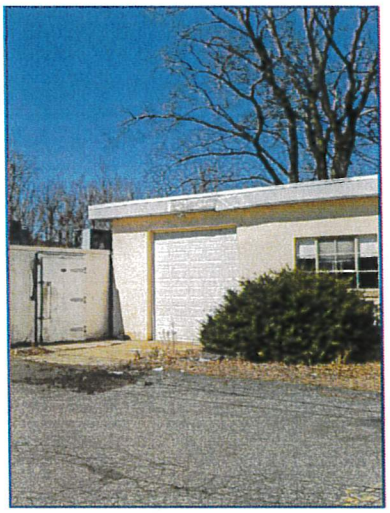


Photo 6 - Building on Lot 26

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.

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[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.mahwahtwp.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 feet[18]
- 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 appliable 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 6J: 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 6O: 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 6O2: 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 6O3: 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 6O4: 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

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[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 Township[25]:

- 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 by 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
David May
Council President

Carolyn George, Deputy Clerk
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.

Carolyn George Deputy Clerk
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

David May, Council President

ATTEST:

Carolyn George

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.

Christine Farrington

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

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 TOWNSHP'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:

Project	Units	Bonus	Type/Tenure	Status
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.

****THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK****

Witness/Attest

CarolynGeorge

Name: CarolynGeorge
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 MAHWAH

Robert M. Ferguson, III
Council President

ATTEST:

Carolyn George

Carolyn George, RMC
Municipal Clerk

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #125-26
DATE: March 12, 2026

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

BE IT RESOLVED, that the Township Council of the Township of Mahwah hereby authorizes the Mayor and Municipal Clerk to execute the Developer's Agreement between the Township and HMH Carrier Clinic Inc. d/b/a/ The Retreat and Recovery for property located at 1071 Ramapo Valley Road, Block 23, Lot 45 in the Township of Mahwah. Said Developer's Agreement is subject to the filing of the required securities being approved by the Township Attorney.

BE IT FURTHER RESOLVED, that the Municipal Clerk shall forward a copy of this resolution to the Mayor, Township Engineer, Township Attorney, Business Administrator, and HMH Carrier Clinic d/b/a/ The Retreat and Recovery.

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 the 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #126-26
DATE: March 12, 2026

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

WHEREAS, Resolution #126-26 was adopted to authorize a settlement of the tax appeal litigation entitled. Mahwah Township v. PP Tango NJ 2 LLC-Revantage.

WHEREAS, an appeal of the 2023 real property tax assessment of the following property has been filed in the Tax Court of New Jersey:

PROPERTY OWNER	**BLOCK**	**LOT**	**ADDRESS**
PP Tango NJ 2 LLC-Revantage	64	12	301 Island Rd

; and

WHEREAS, the settlement of this matter, as set forth herein, is in the best interest of the Township of Mahwah and is recommended by the Township Tax Assessor & Township Counsel and should, therefore, be settled pursuant to the terms set forth herein.

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

1. The settlement of the following tax appeal filed at the Tax Court of New Jersey is hereby authorized as follows:

PROPERTY OWNER	YEAR	ORIGINAL ASSESSMENT	PROPOSED SETTLEMENT
PP Tango NJ 2 LLC-Revantage	2023	Withdraw Complaint	
PP Tango NJ 2 LLC-Revantage	2026	$10,000,000	$12,000,000

2. All municipal officials are hereby authorized to take whatever actions may be necessary to implement the terms of this Resolution.

3. The Tax Collector is hereby authorized to take whatever actions may be necessary to implement the terms of this Resolution.

4. Dorsey & Semrau shall be permitted to file at the Bergen County Board of Taxation to effectuate the settlement pertaining to the 2026 assessment.

5. This Resolution shall take effect immediately.

CERTIFICATION

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 this 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #127-26
DATE: March 12, 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 (145 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 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement is made on _____, ~~2025~~ 2026, by and between **GERALDINE CORTAZZO,** whose address is 145 Fardale Avenue, Mahwah, New Jersey 07430 (hereinafter, "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 (hereinafter, "Grantee" or "Township").

WITNESSETH:

WHEREAS, the Grantee owns and maintains a culvert on Fardale Avenue, which culvert is located between Pendleton Road and West Road (the "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, the Grantor is the property owner of Block 158, Lot 8 as designated on the Township of Mahwah Tax Map, and commonly known as 145 Fardale Avenue (the "Property"); and

WHEREAS, the Grantee wishes to create a temporary encroachment within a portion of the Property for the public purpose of replacing the Culvert; and

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

WHEREAS, the Grantor is willing to grant the Temporary Construction Easement to the Grantee for the use of the Grantee to replace the Culvert; and

WHEREAS, the Temporary Construction 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 four thousand dollars and zero cents ($4,000) and other good and valuable consideration, and upon the terms and conditions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee a non-exclusive Temporary Construction Easement. In addition to the $4,000 referenced above, the Township shall compensate the Grantor for any additional damages or loss of use of the Property caused by delays, damages, or access

interference clearly identified as caused by the Township as a result of the work performed in connection with this Agreement. This shall not include any change to the value of the Property.

2. **Purpose**. The Temporary Construction Easement is for the public purpose of access by the Grantee to replace the Culvert in accordance with applicable laws, rules, regulations, orders, approvals, permits, and ordinances.

3. **Grantor's Representations**. The Grantor represents that she is the owner in fee title of the Property, and that it has full legal authority to grant this Temporary Construction 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.** The Grantee represents as additional consideration in exchange for the Temporary Construction Easement, the Township shall install Decorative Tall Maiden Grass plantings positioned in such a way as to provide covering behind the guide rail that faces the home and Little Bunny Fountain Grass plantings in front of the guide rail facing the road that will provide covering facing the road. Grantor expressly grants the Township the right to access and conduct work on Grantor's private property as needed to provide the consideration described above. If the property is not restored properly, as set forth above, when the Grantee's work is completed, Grantor can notify Grantee and Grantee shall take all reasonable and necessary steps to repair the plantings.

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. **General Access**. Subject to a right of entry of the Grantee, which will not be unreasonably refused, nothing herein shall, or shall be construed to, limit the rights of a party to enter upon the Property for the purposes of constructing on, or making replacements, changes, restorations, alterations, improvements or repairs, or for the Grantor's general use of the Property, provided that in doing so they do not materially interfere with the use or enjoyment of the Property. The Grantee acknowledges any construction work performed shall be done in a reasonable manner, and at reasonable times, and Grantee shall restore the Property, including lawns, landscaping, fences, and driveways, to the same or better condition as existed prior to commencement of work. Restoration shall be completed within 30 days of completion of the work. If the Township fails to restore as required herein, Grantor may perform restoration and be reimbursed for all costs and expenses of same within 30 days upon submission of an invoice to the Grantee. Except in the event of an emergency, the Grantee shall provide reasonable notice of not less than 72 hours to the Grantor prior to accessing the Property for construction work. All access to the Property shall be limited to daylight hours, not before 8 a.m. nor after 5 p.m., Monday through Friday, unless otherwise approved by in writing by the Grantor.

7. **Timing for Work.** The work to be performed by the Grantee and the right of entry shall automatically terminate upon completion of the culvert replacement and restoration of the Easement Area to its prior condition, but in no event later than six (6) months from commencement of work, unless extended by mutual written agreement. Upon completion of the

work, Grantor shall have the right to inspect the Property to confirm full restoration prior to Township's demobilization.

8. **Binding Nature of Conveyance**. The Temporary Construction Easement and the rights and obligations created and imposed 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 Temporary Construction Easement shall not constitute a waiver or forfeiture of the right to enforce such provision in the future. The grant and conveyance evidenced hereby shall automatically terminate as provided herein.

9. **Indemnification and Insurance.** Grantee shall indemnify, defend, and hold harmless Grantor, her 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. The Township shall maintain general liability insurance with limits not less than $2,000,000 per occurrence, naming Grantor as an additional insured, and shall provide certificates of insurance to the Grantor prior to entry.

10. **Modification and Headings.** This Temporary Construction Easement 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 Temporary Construction Easement.

11. **Governing Law.** This Temporary Construction 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 Temporary Construction 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. Notice may also be provided by electronic mail, provided that receipt is confirmed by reply or read receipt.

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

Witness:

By: _____
Name: Ari Bernstein

Grantor:

By: _____
Name: Geraldine Cortazzo
2-27-26

Witness:

By: _____
Name: Carolyn George, RMC

Grantee: Township of Mahwah

By: _____
Name: James Wysocki

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #128-26
DATE: March 12, 2026

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

WHEREAS, the owner of the property located at 37 Hampshire Road, Mahwah, New Jersey 07430 (Block 21.05, Lot 10), has requested permission through counsel from the Township Council to keep a rock wall within the municipal easement on their property; and

WHEREAS, the Township Engineer and Township Sewer Superintendent have reviewed the request and advised that they have no objections, subject to certain conditions set forth in the attached License Agreement, which Agreement is recommended by the Township Attorney; and

WHEREAS, the Township Council has reviewed the recommendations of the Township Engineer, Township Sewer Superintendent and Township Attorney and desires to approve the request.

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 consents to the request and grants permission to keep the rock wall within the municipal easement located on the property at 37 Hampshire Road, Mahwah, New Jersey 07430 (Block 21.05, Lot 10), conditioned upon the owner entering into the attached License Agreement to be recorded with the Bergen County Clerk's Office at the property owners' expense.
2. This resolution shall take effect immediately.

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 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

TEMPORARY LICENSE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026, by and between:

THE TOWNSHIP OF MAHWAH, a body politic and corporation
of the State of New Jersey, whose address is
475 Corporate Drive,
Mahwah, New Jersey 07430

(the "Licensor" or "Township")

and:

MARY JANE SANTAITE & FRED SANTAITE
37 Hampshire Road
Mahwah, New Jersey 07430

(the "Licensee" or "Owner")

W I T N E S S E T H :

WHEREAS, Mary Jane Santaite and Fred Santaite are the owners (the "Owners") of property located at 237 Hampshire Road, Mahwah, New Jersey 07430, designated as Block 21.05, Lot 10 on the official Tax Map of the Township of Mahwah (the "Property"); and

WHEREAS, the Owners received variance approvals from the Mahwah Township Zoning Board of Adjustment for their single-family home, as memorialized by Resolution No. 25-1598 adopted on August 20, 2025 and Resolution No. 25-1598 (Amended), adopted on January 7, 2026; and

WHEREAS, per condition "e" of the August 20, 2025 resolution, the Owners must either remove a rock wall that encroaches upon a Township easement (the "Township Easement") or obtain permission from the Township Council for the rock wall to remain, conditioned upon Owners removing the rock wall, at their cost, if required by the Township in the future due to an overriding health and public safety reason; and

WHEREAS, the Owners have requested permission to keep the rock wall in place until such time as the Township may require it to be removed; and

WHEREAS, the Township desires to grant the Owners a temporary license for the portion of the rock wall that extends into the Township Easement, subject to the terms and conditions set forth in this Temporary License Agreement (the "Agreement").

NOW, THEREFORE, IN CONSIDERATION OF the sum of **ONE DOLLAR ($1.00)**, and the mutual undertakings herein, the Township hereby gives, grants and conveys to

the Owner, a temporary license for the purpose of permitting access and use of the Township's easement as further set forth and described herein and subject to the following conditions:

1. Licensees request permission for an existing rock wall located within the Township Easement to remain on the Property. Licensees shall not erect, place, plant, permit, or allow growth or obstructions that would interfere with the use of the Township Easement or impair Licensor's ability to access same for the purposes stated herein, its intended purposes, or prohibit access by Licensor.

2. Licensees shall be responsible for the maintenance of the rock wall placed in the portion of the Township Easement that is the subject of this Agreement. However, the granting of this license does not prejudice or preclude the Township's right to enter upon the Township Easement for any reason whatsoever, including to maintain, construct, operate, repair, replace or remove said sanitary sewer and facilities and appurtenances thereto. Licensor shall provide Licensees with forty-eight (48) hour advance written notice prior to entering upon the Property, except in the case of an emergency.

3. This approval is subject to any approvals or restrictions required by the N.J. Department of Environmental Protection ("NJDEP"), due to the existence of wetlands, wetlands transition area and riparian buffers on the property. Licensees will be proceeding at their own risk if they do not obtain any required NJDEP approvals.

4. Licensor shall not be responsible for any costs to replace the rock wall or any other structures or landscaping that are displaced as the result of any required maintenance, repair or reconstruction activities, or emergency removal by Licensor in furtherance of the Agreement.

5. In further consideration of the license, Licensees agree to save, hold and keep harmless and indemnify Licensor from any and all claims and liability for losses or damage to property or injury to any persons caused by them or their agents occurring during and relating to this license.

6. Licensees shall furnish the Township with a Certificate of Insurance showing coverage for bodily injury of at least $250,000/$500,000 and property damage of at least $100,000. The Certificate of Insurance must clearly indicate that the Township of Mahwah is an additional insured on all liability policies and shall contain a ninety (90) day notice of cancellation to the Township.

7. Licensor and Licensees each, binds themself, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in this Agreement. This Agreement shall run with the land and may be enforceable by a subsequent owner of the Property or the Township Easement.

8. This Agreement contains the entire Agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto relating to the subject matter hereof. There are no

other understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement. No representations, warranties, covenants or conditions expressed or implied, whether by statute or otherwise, other than as set forth herein have been made by any party hereto.

9. This Agreement may not be modified by either party unless both the Licensor and Licensees agree to such modifications in writing.

10. This license shall cease and be abandoned upon either of the following: (1) the Licensees remove the existing rock wall from the Township Easement; or (2) the Township declares an overriding health and public safety reason to terminate the license.

11. This Agreement shall be recorded with the Bergen County Clerk's Office by the Township Attorney, at Licensees' cost.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused their proper corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated below.

WITNESS/ATTEST:

TOWNSHIP OF MAHWAH/LICENSOR

_____
Carolyn George, RMC
Municipal Clerk

By: _____
James Wysocki, Mayor

WITNESS/ATTEST:

LICENSEE

_____

By: _____
Mary Jane Santaite

WITNESS/ATTEST:

LICENSEE

_____

By: _____
Fred Santaite

[ACKNOWLEDGMENTS ON FOLLOWING PAGES]

STATE OF NEW JERSEY:
: SS:
COUNTY OF BERGEN :

I CERTIFY that on , 2026 CAROLYN GEORGE personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the CLERK of the TOWNSHIP OF MAHWAH, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is JAMES WYSOCKI, the MAYOR of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Council; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

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

_____
Carolyn George, Municipal Clerk

_____
(Notary sign, seal, stamp)

STATE OF NEW JERSEY }
} SS.:
COUNTY OF }

I CERTIFY that on _____, 2026, _____ personally came before me and acknowledged under oath, to my satisfaction:

(A) that he/she is the owner of Property located at _____, Mahwah, New Jersey _____;

(B) signed, sealed and delivered this document as his/her act and deed.

_____

STATE OF NEW JERSEY }
}
} SS.:
COUNTY OF }

I CERTIFY that on _____, 2026, _____ personally came before me and acknowledged under oath, to my satisfaction:

(A) that he/she is the owner of Property located at _____, Mahwah, New Jersey _____;

(B) signed, sealed and delivered this document as his/her act and deed.

_____

Record & Return to:
Susan C. Sharpe, Esq.
Dorsey & Semrau, LLC
714 Main Street
Boonton, NJ 07005
(973) 334-1900

McDonnell & Whitaker, L.L.C.

Counsellors at Law

BRUCE E. WHITAKER

RICHARD C. MCDONNELL
(1969-2011)

245 East Main Street
P.O. Box379
Ramsey, New Jersey 07446-0379
201.934.0110
Fax 201.934.0448
mcwhitlaw@optonline.net

January 23, 2026

Via Email

Township of Mahwah
Mayor and Council
400 Corporate Drive
Mahwah, NJ 07430

Re: Santalte
37 Hampshire Road, Mahwah, NJ

Dear Mayor and Council:

Our office represent Fred & Mary Jane Santalte who are the owners of the above referenced property. They have received variance approval from the Mahwah Zoning Board of Adjustment. A copy of the two Resolutions in regards to this matter are attached.

Condition E of the original Resolution of Approval requires that a rock wall that is on a Township easement to either be removed or to obtain permission from the Mayor and Council to permit the rock wall to remain with the understanding that if the Township of Mahwah requires the rock wall to be removed in the future, the owner of the property would be required to do so at owner's expense.

We request on behalf of our client that a standard Hold Harmless Agreement be entered into between the owner and the Township that would permit the rock wall to remain with the understanding that if the rock wall is required to be removed at some future date by the Township of Mahwah, the owner of the property would be required to do this at owner's expense and the Township would have no obligation to reinstall the rock wall. We have been advised through our engineer that the possibility of needing access to this easement is very remote but nevertheless, this would be an obligation that would run with the land and be an obligation of all future owners because the agreement would be recorded in the Bergen County Clerk's Office to alert all future owners of this situation.

On behalf of our client, I am requesting that the Governing Body permit this and if consent is granted, I will work with the Township Attorney who is copied on this letter to finalize a written agreement.

On behalf of my client, I thank you for your consideration.

Very truly yours,

BRUCE E. WHITAKER
BEW/cp
Enclosure
Cc: client via email
L2A Engineering via email
Fred Semrau, Esq via email
Michael Kelly, PE via email

RESOLUTION

BOARD OF ADJUSTMENT
TOWNSHIP OF MAHWAH
COUNTY OF BERGEN, STATE OF NEW JERSEY

Docket No. 25-1598A (AMENDED)
FRED & MARY JANE SANTAITE
Variances for Lot Coverage & Improved Lot Coverage

WHEREAS, Fred & Mary Jane Santaite ("Applicant"), having an address at 37 Hampshire Road, Mahwah, New Jersey, had previously applied to the Board of Adjustment of the Township of Mahwah ("Board") pursuant to Docket No. 25-1598, seeking variance relief from provisions of the Township of Mahwah Zoning Ordinance for property designated as Block 21.05, Lot 10 ("Property") on the Tax Map of the Township of Mahwah (the "Application"); and

WHEREAS, a Public Hearing was held upon the Application on August 6, 2025, wherein the Applicant was represented by Bruce Whitaker, Esq., and the testimony of William R. Vogt, Jr., P.E., was provided on behalf of the Applicant who testified that the Property is located in the R-40 Zone and is developed with a single-family dwelling, driveway, pool, patio, terraced retaining walls, and other site improvements, including a gazebo, composite deck, and curtain drain system and the Applicant required variances as to: Lot Coverage: 15% maximum permitted and 15.22% proposed and Improved Lot Coverage: 30% maximum permitted and 39.95% proposed; and

WHEREAS, the Application also sought relief for greater than one Accessory Structure on the Property - both an existing Gazebo and a proposed Pavilion - which is prohibited under the Township Code and during the course of the Application, the Applicant agreed that the Pavilion would be attached to the principal dwelling and therefore not constitute a second Accessory Structure; and

WHEREAS, the Application was ultimately granted with several conditions, including the condition that: "The pavilion shall be attached to the dwelling to remove it from the category of an accessory structure" (hereinafter, the "Condition"), thereby resulting in there being only one Accessory Structure on the Property; and

WHEREAS, since the date of the Application, the Applicant has removed the Gazebo from the Property thereby eliminating that existing Accessory Structure, and has filed the within Amended Application, pursuant to Docket No. 25-1598A, based upon amended plans which verify the removal of the Gazebo and which proposes that the Pavilion (now, the single Accessory Structure) no longer be required to be attached to the dwelling and to lift the Condition; and

WHEREAS, the Applicant has filed the within Amended Application (hereinafter, the "Amended Application) seeking to lift the Condition which Amended Application was presented

to the Board at public hearing on December 17, 2025, upon public notice, by counsel for the Applicant, Bruce Whitaker, Esq., of the law firm of McDonnell & Whitaker LLC.

FINDINGS OF FACT AND APPLICABLE LAW

1. The Applicant adduced the testimony of William Vogt, Jr., PE, of L2A Land Design, LLC ("Vogt"), who testified as to a "Site Improvement Plan", entitled Minor Site Plan, Site Improvements, 37 Hampshire Road, Township of Mahwah, Bergen County, Newer Jersey, Block: 21.05, Lot 10, Tax Map 20, Zone: R 40-One Family District, dated March 19, 2025, revised September 17, 2025.
2. Vogt confirmed that the Gazebo which was part of the Application has been removed from the Property and, at present, there are no Accessory Structures on the Property. He indicated that the Applicant now proposes to "disconnect" the Pavilion from the dwelling which would result in the following: A) The Pavilion would become the single Accessory Structure on the Property; B) The dwelling would no longer require a variance for Side Yard Setback due to the lessened side yard setback requirements for an Accessory Structure; C) Lot Coverage has been slightly reduced as a result of these revisions and is now 14.87%; and D) Improved Lot Coverage is reduced and is now proposed at 39.91%.
3. The Board also considered the Report of Michael J. Kelly, PE, on behalf of the Board, dated October 2, 2025.
4. The Board accepts the testimony offered by Vogt and the Report of Michael J., Kelly, PE.
5. The within Amended Application seeks to excise or lift a condition imposed during the Public Hearing on the Application, wherein the Applicant was obligated to "attach" a proposed Pavilion to the dwelling in order to avoid the creation of a second Accessory Structure.
6. In *Orloski v. Planning Bd.,* 226 N.J. Super. 666, 672 (Law Div. 1988), aff'd o.b. 234 N.J. Super. 1 (App. Div. 1989), the court considered the validity of conditions and concluded that...To be valid, conditions must (1) not offend against any provisions of the zoning ordinance; (2) not require illegal conduct on the part of the permittee; (3) be in the public interest; (4) be reasonably calculated to achieve some legitimate objective of the zoning ordinance; and (5) not be unnecessarily burdensome to the landowner. Our Courts have held that a board, in granting a variance may impose conditions to safeguard the public interest, so long as they are reasonable and advance the purposes of zoning. *Berninger v. Board of Adjustment,* 254 N.J. Super. 401 (App. Div. 1991), aff'd o.b. *Berninger v. Board of Adjustment of Bor. of Midland Park,* 127 N.J. 226 (1992); *Kali Bari Temple v. Readington Bd. of Adj.,* 271 N.J. Super. 241, 251 (App. Div. 1994). In fact, as stated in *Alperin v. Mayor and Tp. Com. of Middletown Tp.,* 91 N.J. Super. 190, 196 (Ch. Div. 1966), a board is *required* to provide adequate protective conditions and safeguards where it appears proper to grant a variance but such protective measures are necessary to further the zoning objectives.
7. Once lawful conditions are imposed, the elimination of a condition should generally be heard by the board that imposed the same board that imposed the condition. *Amato v. Randolph Tp. Planning Bd.,* 188 N.J. Super. 439, 447 (App. Div. 1982). A previously-imposed condition may become unreasonable through changed circumstances. Our courts have held that boards have the power to modify or eliminate conditions upon a "proper

showing of changed circumstances or other good cause" warranting modification or amendment, *Cohen v. Fair Lawn*, 85 N.J. Super. 234, 237 (App. Div. 1964), or where "enforcement of the restrictions would frustrate an appropriate purpose," *Allied Realty v. Upper Saddle River*, 221 N.J. Super. 407, 414 (App. Div. 1987), certif. den. 110 N.J. 304 (1988). As to a determination of "good cause," our courts have held that the board's intent in imposing the condition in the first instance should be considered, and whether the proposal to modify or eliminate the condition is consistent with or contrary to that intent. *Sherman v. Harvey Cedars Board of Adjustment*, 242 N.J. Super. at 430.

FINDINGS AND CONCLUSIONS OF LAW

1. The Board has considered the Amended Application, the testimony, and all related evidence presented, and after deliberation has found and determined that the Applicant has demonstrated that the Condition, imposed during the Application, may be excised or "lifted". The Board finds that the Condition that "The pavilion shall be attached to the dwelling to remove it from the category of an accessory structure" is no longer necessary inasmuch as the previously existing Gazebo structure on the Property has been removed and the Pavilion as a matter of fact could no longer be a non-permitted, second, accessory structure, but that it will be a single, permitted, accessory structure.
2. The Board finds that the intent of the cited condition was to assure that the Property did not violate the Township Code by creating two Accessory Structures by attaching one of the proposed structures to the dwelling. At present, circumstances have changed and the Gazebo (one of the Accessory Structures) has been demolished and there is no longer a concern about there being potentially two Accessory Structures or the need to attach one of the structures to the dwelling. Accordingly, the Board finds that the subject condition is not necessary, it no longer serves a valid zoning purpose, and there exists good cause to lift the condition.
3. The Board also finds that recent alterations to the Property, including the removal of the Gazebo, result in the additional benefit of reducing Improved Lot Coverage and Building Coverage. Lifting the aforesaid condition also serves to eliminate a Side Yard Setback variance that was created by the Pavilion's expansion of the dwelling, defectively the Pavilion, thereby rendering it as an Accessory Structure, permits the application of the lesser setback requirements for Accessory Structures and the elimination of said variance. The Board finds that these added, ancillary, benefits of lifting the cited condition also constitute "good cause" and eliminate or reduce variances and advance the purposes of zoning.
4. The Board further finds and concludes that the relief granted herein can be granted without causing substantial detriment to the public good and that such granting will not substantially impair the intent and the purpose of the zoning plan and/or of the municipal zoning ordinance.
5. The Board notes that the Application was heard on August 6, 2025 and the Resolution containing the Condition was adopted on August 20, 2025. Unlike many applications to remove or modify a condition which are presented long after the condition is imposed, the within condition is approximately four months old. The Condition was imposed by the Board as currently constituted and the Application and the reasons and purpose of the

Condition is well known to the Board. The Board makes its' decision in the within Amended Application with a full, and recent, recollection of the purpose of the Condition and has carefully considered the reasons why Condition may be lifted.

WHEREAS, the Board of Adjustment of the Township of Mahwah has considered the Amended Application and plans submitted with reference to the objectives, requirements and restrictions set forth in the Zoning Ordinance of the Township of Mahwah and Land Use Statutes of the State of New Jersey.

NOW THEREFORE, BE IT RESOLVED that the Board of Adjustment of the Township of Mahwah, for good cause shown and by reason of the findings and conclusions as set forth herein and/or otherwise on the record at aforementioned public hearing(s), hereby **grants and approves** the Applicant's request to lift the condition imposed during the Application that the "The pavilion shall be attached to the dwelling to remove it from the category of an accessory structure."

Such relief is granted in accordance with the plans submitted and above referenced, subject to the following **terms and conditions**:

a. All findings, conclusions and conditions of the Board's Resolution adopted on August 20, 2025, as the result of the vote taken at public hearing held on August 6, 2025 are hereby adopted and incorporated herein, and shall remain in full force and effect unless modified by the within Amended Application and this Resolution.
b. The Applicant shall comply with all requirements and conditions set forth in the Report of Michael J. Kelly, PE, on behalf of the Board, dated October 2, 2025.

BE IT FURTHER RESOLVED that the Administrative Officer shall forward a copy of this Resolution to the Township Engineer, Construction Official and the Applicant.

MOTION was made at hearing of December 17, 2025, to request and authorize the Acting Board attorney, Mark D. Madaio, Esq., to draft an appropriate Resolution reflecting the Board's determination as aforesaid.

ROLL CALL VOTE UPON MOTION

Name	*Motion*	*Second*	*Yes*	*No*	*Abstain*	*Absent*
Calijone, Stephen						X
Cannava, Richard			X			
Kearney, Thomas						X
Lockwood, Robert			X			
Sitar, Edward	X		X			
Taylor, William			X			
Molfetta, Jon Paul		X	X			
ALTERNATES						
Kasparian, Christian						X
Serna, Camilo						X
TOTAL	------	------	5		------	------

MOTION was made at the Board's public hearing on January 7, 2026, to approve and adopt the foregoing Resolution as drafted by Acting Board Attorney, Mark D. Madaio, Esq.

ROLL CALL VOTE UPON FORM OF RESOLUTION

Name	*Motion*	*Second*	*Yes*	*No*	*Abstain*	*Absent*
Calijone, Stephen						X
Cannava, Richard			X			
Kearney, Thomas						X
Lockwood, Robert		X	X			
Sitar, Edward						X
Taylor, William			X			
Molfetta, Jon Paul	X		X			
ALTERNATES						
Kasparian, Christian						X
Serna, Camilo						X
TOTAL	------	------	4		------	------

RICHARD CANNAVA, CHAIRMAN

GERALDINE ENTRUP, ADMINISTRATIVE OFFICER

RESOLUTION

BOARD OF ADJUSTMENT
TOWNSHIP OF MAHWAH
COUNTY OF BERGEN, STATE OF NEW JERSEY

Docket No. 25-1598
FRED & MARY JANE SANTAITE
Variances for Lot Coverage & Improved Lot Coverage

WHEREAS, Fred & Mary Jane Santaite ("Applicant"), having an address at 37 Hampshire Road, Mahwah, New Jersey, applied to the Board of Adjustment of the Township of Mahwah ("Board") seeking variance relief from provisions of the Township of Mahwah Zoning Ordinance for property designated as Block 21.05, Lot 10 ("Property") on the Tax Map of the Township of Mahwah; and

WHEREAS, a public hearing was held upon the application on August 6, 2025, and the Applicant having shown, to the satisfaction of this Board, that proper notice was served upon all interested parties as required by Statute; and

WHEREAS, the Board having considered its own local knowledge and having inspected the Property and the surrounding neighborhood, and having had opportunity to receive testimony from and question the Applicant and professionals presented, and opportunity was provided for any interested parties and the general public to be heard, and having carefully considered the application together with all testimony and evidence presented, and any reports, comments and recommendations provided by any applicable Township and County departments and/or other agencies, hereby makes the following findings of fact and conclusions of law:

I. PRELIMINARY INFORMATION

1. The Applicant has been represented in this matter by Bruce Whitaker, Esq. At hearing, the Applicant, who is the Property owner, testified and also presented the testimony of:
   a. William R. Vogt, Jr., P.E., professional engineer.

2. The Property is located in the R-40 Zone and is developed with a single-family dwelling, extensive driveway, pool, patio, terraced retaining walls, and other site improvements. A pool was installed in 2004 under approvals granted at that time based on an as-built survey prepared by Conklin Associates. That as-built indicated compliance with improved lot coverage requirements; however, it was later determined that the coverage was miscalculated in 2004, significantly understating the actual coverage present.

3. The Applicant has since constructed various improvements — some without permits — including a gazebo, composite deck, and curtain drain system. The curtain drain is designed to mitigate significant drainage and flooding issues caused by runoff from higher-elevation neighboring properties.

4. The application as originally filed sought variance relief for lot coverage, improved lot coverage, and maximum number of accessory structures. At the hearing, the application was amended to reduce the number of variances by:
   - Removing the composite deck (454 sq. ft.), reducing proposed lot coverage from 16.3% to 15.22%, and improved lot coverage from 41.03% to 39.95%; and
   - Eliminating the pavilion as a second accessory structure by attaching it to the dwelling, thereby removing the need for relief for the number of accessory structures.

5. In support of the within application, the Applicant has submitted the following items, each of which is expressly made a part of this application and is the basis of any Board decision unless otherwise specifically excepted herein:
   a. Completed Township of Mahwah Board of Adjustment Application, dated June 12, 2025, and Application Checklist;
   b. Addendum to Application;
   c. Thirty (30) colorized photographs of the Property;
   d. Property Survey prepared by Lakeland Surveying, dated August 20, 2024;
   e. Site Plan, 4 sheets, prepared L2A Land Design, dated March 19, 2025;
   f. Hearing Exhibit A-1: 2004 As-Built Plan, prepared by Conklin Associates;
   g. Hearing Exhibit A-2: 3 pages, consisting of: application for 2004 permit, portion of zoning chart as-built, Aug 27, 2004 Boswell Engineering review letter;
   h. Hearing Exhibit A-3: colorized version of site plan submitted (sheet C-100), dated March 19, 2025;
   i. Hearing Exhibit A-4: slide show of Property flooding conditions (2023).

6. The Board received the following reports and memos from Township departments and from its professionals, all of which are incorporated herein by reference:
   a. Zoning Permit Denial from the Township Zoning Officer, dated April 23, 2025; and
   b. Mahwah Township, Departmental Review Memorandum(s), indicating commentary but no objections as to the application.

II. VARIANCES

7. The Applicant's proposal requires, and the Applicant is requesting, relief from the Township of Mahwah Zoning Code by way of the following variances:
   a. Lot Coverage: 15% maximum permitted; 15.22% proposed;
   b. Improved Lot Coverage: 30% maximum permitted; 39.95% proposed.

III. FINDINGS OF FACT

8. The Property is located at 37 Hampshire Road in the R-40 Zone and is developed with a single-family dwelling, in-ground swimming pool, extensive driveway, stone patio areas, terraced retaining walls, and landscaping. The dwelling and pool were lawfully constructed and approved in 2004.

9. At that time, an as-built survey prepared by Conklin Associates was submitted to the Township, and the Board engineer's review letter dated August 27, 2004, confirmed compliance with lot coverage and improved lot coverage limits. However, it has since been discovered that the improved lot coverage in the 2004 as-built was miscalculated as 29.18% when, in fact, the actual improved lot coverage was 40.12%. The incorrect figure was accepted as compliant, and no variance was sought or granted for improved coverage in 2004.

10. The Applicant has since constructed certain improvements, some without permits, including a gazebo, a composite deck, and a curtain drain system with river stone covering. The curtain drain was installed in 2024 to address severe stormwater runoff from higher-elevation properties to the rear, which caused recurring flooding on the subject Property and into the roadway.

11. Testimony of William R. Vogt, Jr., P.E.:
    a. Mr. Vogt testified regarding the 2004 approval history, the miscalculation in improved lot coverage, and the current conditions on site.
    b. 2004 Approval Error:
        (1) The 2004 as-built erroneously calculated improved lot coverage as 29.18%.
        (2) In reality, the improved lot coverage was 40.12%, which should have required variance relief at that time.
        (3) The Board engineer's review letter in 2004 accepted the incorrect figure as compliant.
    c. Existing Site Conditions:
        (1) The front yard features a crescent-shaped driveway with an extension to the attached garage; the driveway's square footage exceeds the footprint of the dwelling.
        (2) The rear yard sits at a higher elevation than the front and contains the in-ground pool, stone patios, and multiple grade changes accommodated by terraced retaining walls.
        (3) The curtain drain system runs along the rear and side property lines, concealed by evergreen plantings and located entirely behind the lot line.
    d. Drainage Improvements:
        (1) The curtain drain is 2 feet wide, 2 feet deep, filled with river stone, and functions to intercept and redirect stormwater before it can enter the pool area or flow toward the dwelling.

(2) This system supplements two 1,000-gallon drywells installed in 2004, increasing total on-site stormwater mitigation capacity by approximately two and a half times.
(3) Approximately 1.15% of the improved lot coverage is attributable solely to the river stone surface of the curtain drain system.

e. Proposed Work:
(1) Retain the majority of existing improvements, including the gazebo and much of the pool patio.
(2) Replace portions of the existing stone patio; remove patio area on the right side of the pool.
(3) Install a pavilion over a proposed outdoor kitchen located on an existing patio surface.
(4) Maintain improved lot coverage at 39.95%, which is slightly less than the 2004 condition if the river stone from the curtain drain is excluded.

12. Testimony of Fred Santaite
a. Mr. Santaite testified that he has owned the Property since 1999 and experienced severe drainage and flooding issues for years, particularly after heavy rains. He introduced photographs (A-4) showing significant flooding from 2023, with stormwater flowing from higher-elevation neighboring properties into the rear yard and pooling near the dwelling.
b. He explained that the curtain drain installed in 2024 completely resolved the flooding issue. The system was designed and constructed to be unobtrusive, hidden from public view, and integrated into the existing landscaping.
c. Mr. Santaite confirmed that the gazebo was purchased as a prefabricated kit, set on cinder blocks, and has no foundation.

13. Amendments to the Application at Hearing
a. During the August 6, 2025 hearing, the Applicant made substantial modifications to the application:
(1) Removal of the composite deck (454 sq. ft.), reducing lot coverage from 16.3% to 15.22% and improved lot coverage from 41.03% to 39.95%.
(2) Elimination of the pavilion as a second accessory structure by attaching it to the dwelling, thereby removing the need for a variance for maximum number of accessory structures.

14. The Applicant, through professionals, testified that variance justification is supported as follows: Property's topographic conditions create a significant hardship and the existence of a lawfully existing structure with a unique setback; the variance can be granted without any detriment to the public good as there will be no potential negative impact to the neighboring Property owners. The Applicant further testified that the benefits outweigh any imagined detriment and that there is no detriment to the Zone plan.

15. At the conclusion of the hearing, the Board voted to approve the application.

IV. LEGAL DISCUSSION, CONCLUSIONS OF LAW

16. The Board has considered the application with reference to the objectives set forth in the applicable Zoning Ordinances and New Jersey State Statutes. Specifically, N.J.S.A. 40:55D-70(c), under which the Applicant has applied, states that the Board shall have the power to:

> (1) Where: (a) by reason of exceptional narrowness, shallowness or shape of a specific piece of Property, or (b) by reason of exceptional topographic conditions or physical features uniquely affecting a specific piece of Property, or (c) by reason of an extraordinary and exceptional situation uniquely affecting a specific piece of Property or the structures lawfully existing thereon, the strict application of any regulation pursuant to article 8 of this act [40:55D-62 et seq.] would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such Property, grant, upon an application or an appeal relating to such Property, a variance from such strict application of such regulation so as to relieve such difficulties or hardship; (2) where in an application or appeal relating to a specific piece of Property the purposes of this act... would be advanced by a deviation from the zoning ordinance requirements and the benefits of the deviation would substantially outweigh any detriment, grant a variance to allow departure from regulations pursuant to article 8 of this act [40:55D-62 et seq.][.]

17. In addition to the statutory requirements above, which are also known as the "positive criteria," the Applicant must also satisfy the "negative criteria" to warrant a grant of the variance. Namely, the Applicant must show that the variance "can be granted without substantial detriment to the public good" and that it "will not substantially impair the intent and purpose of the zone plan and zoning ordinance." (N.J.S.A. 40:55D-70).

18. The Board has considered the application and testimony and all related evidence presented, and after deliberation has found and determined that the Applicant has demonstrated and satisfied the positive and negative criteria required under statute; the Board has determined that the Applicant has presented adequate testimony and evidence to satisfy the statutory criteria for the grant of the variances requested.

19. The Board finds that strict application of the relevant ordinance(s) would result in peculiar and exceptional practical difficulties to, and/or exceptional and undue

hardship upon the Applicant. Therefore, the Board finds that a grant of variance(s) from such strict application of the relevant ordinance, so as to relieve such difficulties or hardship, is appropriate.

20. The Board acknowledged that while the Property is over the standard improved lot coverage limit, a significant portion of the excess is due to the curtain drain's river stone, which is a functional drainage improvement that benefits the Property and surrounding area.

21. The Board finds that the curtain drain greatly enhances stormwater management and alleviates off-site flooding, representing a public benefit. The Board expressed concern about the history of unpermitted construction and emphasized the need for all future work to be properly permitted and approved. The Board finds that limiting the Property to one accessory structure was appropriate and that removal of the deck and pavilion variance was a positive revision. The variances represent the minimum relief necessary, particularly given that the improved lot coverage is now less than the 2004 condition if the curtain drain stone is excluded. The Board further finds that with the amendments, the relief requested was minimal and justified, and that the benefits outweighed any detriment.

22. The Board finds that the Applicant's proposal does not otherwise affect, encumber, or otherwise violate any other bulk requirement under the zoning ordinance. The Board finds that there is no detriment to any neighboring properties and/or the public good, and finds that all other bulk aspects of the Property and lot, among other facts noted, to also be compelling in reaching this conclusion.

23. The Board finds and concludes that the Applicant's proposal is not ambitious and/or out-of-character with the neighborhood and will not over-stress the Property and that the result will be in conformity with current community standards.

24. The Board further finds that the purposes of the Municipal Land Use Law would be advanced by a deviation from the ordinance requirements and the benefits of the deviation would substantially outweigh any detriment.

25. The Board further finds and concludes that the relief granted herein can be granted without causing substantial detriment to the public good and that such granting will not substantially impair the intent and the purpose of the zoning plan and/or of the municipal zoning ordinance.

WHEREAS, the Board of Adjustment of the Township of Mahwah has considered the application and plans submitted with reference to the objectives, requirements and restrictions set forth in the Zoning Ordinance of the Township of Mahwah and Land Use Statutes of the State of New Jersey.

NOW THEREFORE, BE IT RESOLVED that the Board of Adjustment of the Township of Mahwah, for good cause shown and by reason of the findings and

conclusions as set forth herein and/or otherwise on the record at aforementioned public hearing(s), hereby **grants and approves** the Applicant's request for variance relief, as delineated above, specifically:

1. To allow lot coverage of 15.22%, where 15% maximum is permitted;
2. To allow improved lot coverage of 39.95%, where 30% maximum is permitted.

Such relief is granted in accordance with the plans submitted and above referenced, subject to the following **terms and conditions:**

a. The gazebo and pavilion shall never be enclosed.
b. The pavilion shall be attached to the dwelling to remove it from the category of an accessory structure.
c. The existing composite deck shall be removed.
d. The drainage system shall be subject to review and approval by the Board Engineer.
e. No improvements shall be located over the existing easement unless approval is obtained from the Township Council; otherwise, such improvements must be removed.
f. The Applicant shall submit for all required permits within 60 days of the adoption of this Resolution.
g. The Applicant shall comply with all self-imposed terms, conditions and limitations that are a part of the Applicant's application, including, but not limited to any modifications and/or supplements at public hearing.
h. The Applicant shall comply with all applicable ordinances of the Township of Mahwah, and all applicable federal, state and county laws, rules, and requirements.
i. This Resolution is specifically conditioned upon the Applicant paying all required application fees, escrow fees, Township professional fees, and related fees required by this municipality and this Resolution of Approval.
j. The Board and this Resolution incorporate by reference, as if recited verbatim, the content of the Board's transcript and minutes of the Applicant's Board hearing(s). Omission herein of any condition and/or stipulation which was otherwise stated on the record of hearing(s), does not constitute waiver and shall be fully enforceable.

BE IT FURTHER RESOLVED that this approval shall not constitute a recommendation or approval of any application or variance not specifically delineated herein.

BE IT FURTHER RESOLVED that the Administrative Officer shall forward a copy of this Resolution to the Township Engineer, Construction Official and the Applicant.

MOTION was made at hearing of **August 6, 2025** to request and authorize the Board's attorney, Sophy Sedarat, Esq., to draft an appropriate Resolution reflecting the Board's determination as aforesaid.

ROLL CALL VOTE UPON MOTION

Name	*Motion*	*Second*	*Yes*	*No*	*Abstain*	*Absent*
Calijone, Stephen						X
Cannava, Richard			X			
Kearney, Thomas	X		X			
Lockwood, Robert			X			
Sitar, Edward		X	X			
Taylor, William			X			
Molfetta, Jon Paul						X
ALTERNATES	----	----	----	----	----	----
Kasparian, Christian			X			
Serna, Camilo						X
TOTAL	----	----	6		----	----

MOTION was made at the Board's public hearing on **August 20, 2025** to approve and adopt the foregoing Resolution as drafted by Sophy Sedarat, Esq.

ROLL CALL VOTE UPON FORM OF RESOLUTION

Name	*Motion*	*Second*	*Yes*	*No*	*Abstain*	*Absent*
Calijone, Stephen						X
Cannava, Richard			X			
Kearney, Thomas	X		X			
Lockwood, Robert			X			
Sitar, Edward			X			
Taylor, William			X			
Molfetta, Jon Paul						X
ALTERNATES	----	----	----	----	----	----
Kasparian, Christian		X	X			
Serna, Camilo						X
TOTAL	----	----	6		----	----

RICHARD CANNAVA, CHAIRMAN

GERALDINE ENTRUP, ADMINISTRATIVE OFFICER

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #129-26
DATE: March 12, 2026

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

RESOLUTION SETTING RECREATION FEES FOR 2026

BE IT RESOLVED by the Township Council of the Township of Mahwah that the following Fee Schedule shall be effective for the 2026 Season for Mahwah Recreation Programs and Township Events and shall be as follows:

REGISTRATION	FEES – 2025	FEES – 2026
MAHWAH RESIDENTS		
Women's Adult Softball	$55.00	$40.00
Men's Adult Softball	$65.00	$65.00
Co-Ed Adult Soccer	$50.00	$50.00
Summer Rec: - Half Day per week- 9:00 – 12:00 - Half Day per week for additional child in same family - Summer School kids – 10:00 to 12:00 - 3-Day 4th of July week - CIT per week	 $90.00 $90.00 $80.00 $80.00 $25.00	 $90.00 $90.00 $80.00 $80.00 $25.00

REGISTRATION	FEES – 2025	FEES – 2026
Mahwah Day Corporate Sponsor - Township Non-Profit/Community - Additional Booth(s) - Crafter/Farmer Market Table -	 $500 1st Booth Free $250/booth $125	 $500 1st Booth Free $250/booth $125
Food Truck Festival - Participant Fee - Beer Garden Fee	$225/truck Up to $5/person Up to $15/person	$225/truck Up to $5/person Up to $15/person
Cornhole Tournament – per team of 2	$20.00	$20.00
Evening Recreation Classes	$25-$100 per person	$25-$100 per person
NON-RESIDENTS		
Women's Adult Softball	$65.00	$50.00
CANCELLED OR LATE		
CANCELLATION FEE FOR ALL CANCELLED/REFUNDED PROGRAMS	$10.00	$10.00
LATE REGISTRATION FEE (if applicable)	$10.00	$10.00

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Mayor, Business Administrator, Administrative Support Specialist, Recreation Director, and CMFO.

CERTIFICATION

I hereby certify that this resolution consisting of 2 page(s) was adopted at a meeting of the Township Council of the Township of Mahwah on the 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #130-26
DATE: March 12, 2026

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

RESOLUTION SETTING POOL FEES FOR 2026

BE IT RESOLVED by the Township Council of the Township of Mahwah that the following Fee Schedule shall be effective for the 2026 Season for Mahwah Pool Services:

TOWNSHIP POOL	FEES - 2024	FEES - 2025	FEES - 2026
Emergency Services: Fire, Amb., OEM Operational Members	$100 per family	$100 per family	$100 per family
Emergency Services: Individual Membership	$50	$50	$50
MAHWAH RESIDENTS			
Adult	$160	$160	$165
Teenager ages 13 – 18 (single membership)	$160	$160	$165
Child ages 3 – 21 (with a same household parent/adult membership)	$70	$75	$75
Senior (62+)	$55	$60	$60
Family Cap	$600	$600	$600

TOWNSHIP POOL	FEES - 2024	FEES - 2025	FEES - 2026
NON-RESIDENT			
Adult	$185	$185	$195
Teenager ages 13 – 18 (single membership)	$185	$185	$195
Child ages 3 – 21 (with a same household parent/adult membership)	$85	$90	$90
Senior (62+)	$80	$85	$85
Family Cap	$650	$650	$650
GUEST PASSES WITH MEMBER			
Adult	See Day Passes below.	See Day Passes below.	See Day Passes below.
Child	See Day Passes below.	See Day Passes below.	See Day Passes below.
Senior (65+)	See Day Passes below.	See Day Passes below.	See Day Passes below.
GUEST PASS CARDS (BOOK OF 10)			
Members only	$85	$85	$85
DAY PASSES (RESIDENTS OR WITH A CURRENT MEMBER)			
Adult	$15 ($10 after 5 pm)	$15 ($10 after 5 pm)	$15 ($10 after 5 pm)
Teenager	$15 ($10 after 5 pm)	$15 ($10 after 5 pm)	$15 ($10 after 5 pm)
Child	$10 ($5 after 5 pm)	$10 ($5 after 5 pm)	$10 ($5 after 5 pm)
Senior (65+)	$10 ($5 after 5 pm)	$10 ($5 after 5 pm)	$10 ($5 after 5 pm)
OTHER			
Swim Lessons	$50/Week	$50/Week	$50/Week
Swim & Dive Teams	$85 (first family member) $50 (each additional)	$85 (first family member) $50 (each additional)	$85 (first family member) $50 (each additional)

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Mayor, Business Administrator, Administrative Support Specialist, Pool Manager, Recreation Director, and CMFO.

CERTIFICATION

I hereby certify that this resolution consisting of 3 page(s) was adopted at a meeting of the Township Council of the Township of Mahwah on the 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #131-26
DATE: March 12, 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 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

SCHEDULE A
March 9, 2026
OVERPAYMENT REFUNDS
TAX COLLECTION DEPARTMENT

The following tax customer is entitled to an overpayment refund:

1. Blk 62/ Lot 4 for 11 Lynn Terrace --$2,089.50 – duplicate payment
2. Blk 139/ Lot 2920 for 920 Thoreau Ct -- $5,360.05 – duplicate payment

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #132-26
DATE: March 12, 2026

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

WHEREAS, P.L. 2011, c.139 permits local government units to utilize national cooperative contracts as a method of procurement for goods and services pursuant to N.J.S.A. 52:34-6.2.(b)(3); and

WHEREAS, Township of Mahwah Resolution #044-26 authorizes the Township of Mahwah to utilize the Houston Galveston Area Council's Cooperative Purchasing Program (HGAC) as a duly qualified national cooperative purchasing entity; and

WHEREAS, the Township of Mahwah has been authorized to purchase one (1) GM Tahoe Command Vehicle, Console, Rear Command Cabinet and LED Lighting Package with options as an Assistant Fire Chief Vehicle for the Mahwah Fire Department; and

WHEREAS, the Township solicited and received a proposal from 10-75 Emergency Vehicles, Inc. dated January 28, 2026 for one (1) GM Tahoe Command Vehicle base model 10-75-SUV-COM-TAH with Console, Rear Command Cabinet and LED Lighting Package with Options utilizing Houston Galveston Area Council's Cooperative Purchasing Program (HGAC) National Purchasing Contract AM-10-23 in the amount of $119,000.00; and

WHEREAS, Administration has fulfilled the requirements of using a national cooperative pursuant to N.J.S.A. 52:34-6.2(b)(3) including a cost savings analysis for the purchase from 10-75 Emergency Vehicles, using HGAC Contract #AM-10-23; and

WHEREAS, a cost savings analysis shows that there is a savings by purchasing from the HGAC contract vs. purchasing from the New Jersey state contract for the vehicle, lighting and console packages separately, as well as from purchasing through the public bidding process; and

WHEREAS, the Chief Financial Officer has provided a Certification As To Availability of Funds; and

WHEREAS, the Township has requested and received from 10-75 Emergency Vehicles, required documents, including a Business Entity Disclosure Certificate, pursuant to N.J.S.A. P.L. 2011, c.139, to be in compliance with N.J.S.A. 40A:11-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey awards a contract with 10-75 Emergency Vehicles, as an authorized vendor of HGAC National Purchasing Contract #AM10-23 for the purchase of one (1) GM Tahoe Command Vehicle, model 10-75-SUV-COM-TAH with Console, Rear Command Cabinet and LED Lighting Package with Options in the amount not to exceed $119,000.00 in accordance with the quoted HGAC Contract Pricing Worksheet dated January 28, 2026.

BE IT FURTHER RESOLVED, that the contract amount shall not exceed the amount of agreement to be entered into between the parties without further authorization of the Governing Body; and the Chief Financial Officer has certified that the funds are available in Capital account number 04-215-55-251-026.

BE IT FURTHER RESOLVED, that the Municipal Clerk shall forward a copy of this Resolution to the Business Administrator, CFO, QPA, Mahwah Fire Chief, HGAC and 10-75 Emergency Vehicles, 14 First Avenue Unit 3, Haskell, NJ 07420.

CERTIFICATION

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 this 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

COST SAVINGS ANALYSIS
GM TAHOE COMMAND VEHICLE, CONSOLE, REAR COMMAND CABINET, LED LIGHTING PKG

METHOD OF PURCHASING - COOPERATIVE / BID	
HGAC CONTRACT #AM10-23 - purchase from 10-75 Emergency Vehicles for GM Tahoe Command Vehicle with custom consoles, LED Lighting and graphics packages	**TOTAL COST = $119,000.00. 10% DISCOUNT OFF LIST PRICING FOR BASE/OPTIONS = $11,249.67 SAVINGS. ADD'L DISCOUNT OF $2,228.43 FOR A TOTAL SAVINGS OF $13,478.10.** NATIONAL CONTRACTS OFFER DISCOUNTS AS THEY ORDER LARGER QUANTITIES FROM MANUFACTURERS AND PASS ALONG SAVINGS TO CO-OP MEMBERS
STATE CONTRACT - VEHICLE ONLY	GENTILINI FORD ON NJ ST.CONTRACT T2776S = **THEY CANNOT ORDER THE TAHOE SSV MODEL, IT IS NOT AVAILABLE AT THIS TIME**
ESCNJ CO-OPERATIVE	THE TAHOE SSV VEHICLE IS NOT AWARDED ON THE ESCNJ CONTRACT
BID	SEARCHED ONLINE AND CANNOT FIND BID AWARDS FOR THIS VEHICLE.
OPEN MARKET PRICING	OPEN MARKET PRICING = QUALITY GMC SELLS A **2026 MODEL TAHOE SSV MODEL = $68,780 (VEHICLE ONLY).** SOME OPTIONS WOULD BE ADDITIONAL. IF BID OUT THERE WOULD BE ADDITIONAL ADMINISTRATIVE COSTS FOR TIME, SPEC PREPARATION, BIDDING, ADVERTISING, ETC.
STATE CONTRACT FOR LIGHTING & CONSOLE PACKAGES WITH GRAPHICS	10-75 EMERG. LIGHTING ON STATE CONTRACT T0106, **COST = $54,202.36**
TOTAL FOR OPEN MARKET COST PLUS LIGHTING, CONSOLES + GRAPHICS	**$122,982.36 PLUS ADDITIONAL OPTIONS AND BIDDING / ADMINISTRATIVE FEES**

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #133-26
DATE: March 12, 2026

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

WHEREAS, the Township of Mahwah issued Request for Proposals (RFP) #22-06 "2022 Contract for Food Beverage Concession at Township of Mahwah Municipal Pool"; and

WHEREAS, the Township Council of the Township of Mahwah awarded Resolution #162-22 on April 28, 2022 to The Waldwick Whistle Stop, awarding a contract for the Pool Season May 28, 2022 through September 5, 2022 in the amount of $100.00 for the 2022 pool season, with the option that the Township may extend the license for an additional four (4) consecutive one-year extensions at its sole discretion, not to exceed five years; and

WHEREAS, the Township Council of the Township of Mahwah wishes to extend the license for the fourth one-year contract extension for Contract Year 5, for the 2026 pool season May 23, 2026 through September 7, 2026.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township Mahwah, County of Bergen, State of New Jersey, hereby extends RFP #22-06 to The Waldwick Whistle Stop for the license fee of $100.00 payable to the Township for the 2026 Contract for Food Beverage Concession at Township of Mahwah Municipal Pool season, from May 23, 2026 through September 7, 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 forward a copy of this Resolution to the Business Administrator, QPA, Recreation Director, Municipal Pool Manager, Health Department, DPW Director, CFO, and The Waldwick Whistle Stop LLC, 23 Frederick Street, Waldwick, New Jersey 07463-1822.

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 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #134-26
DATE: March 12, 2026

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

WHEREAS, the Township of Mahwah issued Request for Proposals (RFP) #24-02 "License to Operate the Food and Beverage Concessions at Continental Soldiers Park and Commodore Perry Field"; and

WHEREAS, the Township Council of the Township of Mahwah awarded Resolution #271-24 on July 22, 2024, to The Waldwick Whistle Stop, for a contract for the remainder of 2024 and the 2025 season, April 1 through November 30, 2025, with the option that the Township may extend the license for an additional four (4) consecutive one-year extensions at its sole discretion, not to exceed five years; and

WHEREAS, the Township Council of the Township of Mahwah wishes to extend the license with the Waldwick Whistle Stop for the first one-year extension for Contract Year 2, for the license fee payable to the Township in the amount of $500.00 for the operating season from April 1, 2026 through December 6, 2026.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township Mahwah, County of Bergen, State of New Jersey, hereby extends RFP #24-02 License to Operate the Food and Beverage Concession at Continental Soldiers Park and Commodore Perry Field, to The Waldwick Whistle Stop, for the license fee of $500.00 payable to the Township for the 2026 season from April 1, 2026 through December 6, 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 forward a copy of this Resolution to the Business Administrator, QPA, Recreation Director, Health Department, DPW Director, CFO, and The Waldwick Whistle Stop, 27 Frederick Street, Waldwick, NJ 07463.

CERTIFICATION

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 this 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #135-26
DATE: March 12, 2026

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

WHEREAS, the Department of Public Works solicited quotes for computer work order program for scheduling and tracking daily and open work orders and it was awarded to the lowest responsive/responsible vendor, DUDE Solutions®; and

WHEREAS, the annual maintenance agreement for DUDE Solutions® software is set to expire; and

WHEREAS, DUDE Solutions® name has been changed to Brightly Software, Inc.; and

WHEREAS, Brightly Software, Inc. has submitted a letter verifying that the computer software/hardware license for Asset Essentials Professional Plus program is proprietary to Brightly Software, Inc. and Brightly Software, Inc. will provide maintenance support service for this computer work order scheduling and tracking program in the amount not to exceed $25,793.16 for the 2026 contract; and

WHEREAS, Brightly Software, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer has provided a Certification As To Availability of Funds.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah that the Asset Essentials Professional Plus software for DPW work order scheduling and tracking computer program is proprietary to Brightly Software, Inc., formerly DUDE Solutions®, and the Township of

Mahwah shall renew the Annual Maintenance Contract for the period of January 1, 2026 through December 31, 2026 at a cost not to exceed $25,793.16

BE IT FURTHER RESOLVED, that compensation for said contract for the year 2026 shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-18 and pursuant to agreement to be entered into between the parties; and

BE IT FURTHER RESOLVED, that the Chief Financial Officer has certified that the funds are available in accounts 01-201-26-301-214 and 09-201-55-503-214.

BE IT FURTHER RESOLVED the Municipal Clerk shall forward a copy of this Resolution to the Business Administrator, QPA, DPW Director, Chief Financial Officer and Brightly Software, Inc., DUDE Solutions®, 11000 Regency Parkway, Suite #300, Cary, North Carolina 27518.

CERTIFICATION

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 this 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #136-26
DATE: March 12, 2026

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

RESOLUTION AUTHORIZING THE APPROVAL OF A CONTRACT WITH HUDSON COUNTY MOTORS, INC., IN EXCESS OF THE BID THRESHOLD, UTILIZING THE COOPERATIVE PRICING AGREEMENT WITH THE LEAD AGENCY, THE COUNTY OF BERGEN, FOR THE #CK04 NEW JERSEY COOPERATIVE PURCHASING ALLIANCE

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 #041-26 dated January 5, 2026, has entered into a Cooperative Pricing Agreement with the Lead Agency, the County of Bergen, for the #CK04 New Jersey Cooperative Purchasing Alliance; 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 large scale vehicle parts and repair services; and

WHEREAS, Hudson County Motors, Inc., is an authorized vendor awarded on the New Jersey Cooperative Purchasing Alliance Contract #CK-04, Subcontract #24-36 entitled Large Scale Vehicle Parts and Repair Services; and

WHEREAS, the total cost of various large scale vehicle parts and repair services to be purchased in 2026 on this contract award may exceed the bid threshold; and the Chief Financial Officer has certified that funds are available in the 2026 operating budget.

THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mahwah, hereby authorizes the approval of 2026 contracts with Hudson County Motors, Inc. for large scale vehicle parts and repair services, on awarded Bergen County Cooperative Purchasing Alliance Contract #CK04, Subcontract #24-36, at a cost that may exceed the bid threshold.

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, DPW Director, and Hudson County Motors, Inc., 614 New County Road, Secaucus, NJ 07096.

CERTIFICATION

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 this 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #137-26
DATE: MARCH 12, 2026

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

RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS AUTOMOTIVE PARTS FROM ROUTE 23 AUTO MALL, UTILIZING THE COOPERATIVE PRICING AGREEMENT WITH THE LEAD AGENCY, THE COUNTY OF BERGEN, FOR THE #CK04 NEW JERSEY COOPERATIVE PURCHASING ALLIANCE

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 #041-26 dated January 5, 2026, has entered into a Cooperative Pricing Agreement with the Lead Agency, the County of Bergen, for the #CK04 New Jersey Cooperative Purchasing Alliance; 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 to purchase automotive parts for various Township vehicles; and

WHEREAS, Route 23 AutoMall is an authorized vendor awarded on the New Jersey Cooperative Purchasing Alliance Contract #CK-04, Subcontract #24-43 entitled Cars, Crossovers, Class 1-3 Pickup Trucks/Chassis, Sport Utility Vehicles and Vans, which includes additional items discounts for authorized dealer automotive parts; and

THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mahwah, hereby authorizes the approval of contracts with Route 23 AutoMall, Inc., for the purchase of various automotive parts on awarded Bergen County Cooperative Purchasing Alliance Contract #CK04, Subcontract #24-43.

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, DPW Director, and Route 23 AutoMall, LLC, 1301 Route 23 South, Butler, NJ 07405.

CERTIFICATION

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 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #138-26
DATE: March 12, 2026

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

RESOLUTION AUTHORIZING THE APPROVAL OF CONTRACTS WITH JASON MAZZER PLUMBING & HEATING, LLC., THAT MAY EXCEED THE BID THRESHOLD, UTILIZING THE COOPERATIVE PRICING AGREEMENT WITH THE LEAD AGENCY, THE COUNTY OF BERGEN, FOR THE #CK04 NEW JERSEY COOPERATIVE PURCHASING ALLIANCE

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 #041-26 dated January 5, 2026, has entered into a Cooperative Pricing Agreement with the Lead Agency, the County of Bergen, for the #CK04 New Jersey Cooperative Purchasing Alliance; 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 Department of Public Works has the need to utilize HVAC & Plumbing services for its Township Buildings; and

WHEREAS, Jason Mazzer Plumbing & Heating, LLC. is an authorized vendor awarded on the New Jersey Cooperative Purchasing Alliance Contract #CK-04, Subcontract #24-18 entitled Provision of Plumbing Services; and

WHEREAS, the total cost of HVAC and plumbing services and repairs may exceed the bid threshold; and the Chief Financial Officer has certified that funds are available in the 2026 operating budget.

THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mahwah, hereby authorizes the approval of contract to Jason Mazzer Plumbing & Heating, LLC., for the utilization of plumbing services and repairs for the Department of Public Works, on awarded New Jersey Cooperative Purchasing Alliance Contract #CK04, Subcontract #24-18, that may exceed $53,000 in 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 shall forward a copy of this Resolution to the Business Administrator, QPA, CFO, Accounts Payable, Department of Public Works, and Jason Mazzer Plumbing & Heating, LLC. 200 Floral Lane Saddle Brook, NJ 07663.

CERTIFICATION

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 this 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #139-26
DATE: March 12, 2026

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

WHEREAS, Nicholas Bernice, Owner of Block 139 Lot 826, known as 826 Juniper Way 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 February 3, 2026.

NOW, THEREFORE, BE IT RESOLVED the Tax Collector shall refund the amount of $955.22 for taxes paid from the exemption date of February 3, 2026, 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 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

EF 3/3/26

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** Nicholas Bianco

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**

826 Sunset Way [redacted]

Street Address of claimant owner's principal residence | Phone # | Email

Bergen | Mahwah

County | Municipality

139 | 826 | |

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 Feb 3, 2026.

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, or B 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.

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

A. ☒ As of 5/30/2003 (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 of claimant _____ Date 2/27/26

USE ONLY – Block _____ Lot _____ Qualifier _____ Approved _____ Disallowed _____

Assessor _____ Date _____

This form is prescribed by the Director, Division of Taxation, as required by law, and may not be altered without the approval of the Director.
Form: D.V.S.S.E. Rev: November 2020.

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #140-26
DATE: March 12, 2026

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

RESOLUTION DONATING A 2004 SEAGRAVE FIRE TRUCK TO SANDYSTON TOWNSHIP

WHEREAS, the Township of Mahwah has determined that a 2004 Seagrave fire truck bearing VIN #1F9EE38T34CST2090 is no longer needed for a public purpose; and

WHEREAS, Sandyston Township has expressed an interest in owning the vehicle, and

WHEREAS, pursuant to N.J.S.A. 40A:11-36(2), the Township is authorized to sell or donate personal property no longer needed for public use to any other governmental unit in the United States.

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

1. The donation of a 2004 Seagrave fire truck bearing VIN #1F9EE38T34CST2090 is hereby authorized.
2. Township personnel are hereby authorized to execute any and all documents necessary to effectuate the donation of said vehicle, including transfer of title.

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 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #141-26
DATE: March 12, 2026

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

AUTHORIZING REFUND OF CERTAIN OVERPAYMENTS UTILITY COLLECTION DEPARTMENT

WHEREAS, it has been determined by the Tax Collector that the utility customers indicated on the attached Schedule A, attached, are entitled to utility 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 utility 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 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

SCHEDULE A
March 12, 2026
OVERPAYMENT REFUNDS
Utility COLLECTION DEPARTMENT

The following utility customer is entitled to an overpayment refund:

1. Account #202288-0 for 656 Plum Terrace --$1,435.73 – duplicate payment

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #142-26
DATE: March 12, 2026

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

A RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO MCNERNEY & ASSOCIATES, INC. FOR TAX APPEAL VALUATION SERVICES: VOLVO CAR USA, LLC v. MAHWAH

WHEREAS, there exists a need for a professional Tax Appraiser Consultant to conduct Tax Appeal Valuation Services pertaining to the matter; Volvo Car USA, LLC v. Mahwah; and

WHEREAS, McNerney & Associates, Inc. has submitted a written Proposal, dated February 6, 2026, to perform said Tax Appeal Valuation services, at a cost not-to-exceed $15,500.00; and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds in Account 01-201-20-150-204;

NOW, THEREFORE, BE IT RESOLVED that a contract be and is hereby awarded to McNerney & Associates, Inc. in accordance with their proposal dated February 6, 2026, to perform the Tax Appeal Valuation Services at a cost not-to-exceed $15,500.00.

BE IT FURTHER RESOLVED, that the contract amount shall not exceed $ 15,500.00 without the further authorization of the Governing Body and the CMFO has certified that the funds are available.

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

BE IT FURTHER RESOLVED, that a notice of this action is to be printed in the official newspaper of the Township of Mahwah.

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution and Contract 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, Township Tax Assessor, Assistant to the Business Administrator, and McNerney & Associates, Inc., 266 Harristown Road, PO Box 67 Glen Rock NJ 07452-0067.

CERTIFICATION

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 this 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

McNerney & Associates, Inc.

Real Estate Appraisal Services · 175 Rock Road., PO Box 67, Glen Rock, New Jersey 07452-0067 · (201) 670-8558 · Fax (201) 670-0913

February 6, 2026

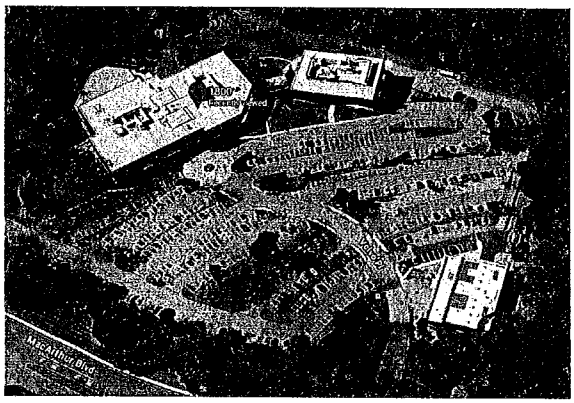
Brian M. Chewcaskie, Esq.
Cleary Giacobbe Alfieri Jacobs, LLC
169 Ramapo Valley Road, UL 105
Oakland, New Jersey 07436

Re: **Proposal for Tax Appeal Valuation Services: Volvo Car USA, LLC v. Mahwah**

- **03/02/26** - Court-Ordered "Trial-Ready" Appraisal Report Exchange Date
- **04/06/26** - Trial Date

Dear Mr. Chewcaskie:

As requested, I have reviewed data relating to the above-referenced property which is under appeal in order to provide a proposal for an appraisal report.

Property Description & Photo	Tax Years Under Appeal	Disputed Equalized Tax Assessment	Disputed Tax Revenue
•Block135 , Lot 60. •1800 Volvo Place. •Three office buildings. Owner-occupied by Volvo. 124,108± SF + 60,714± SF + 12,500± SF = 197,322± total SF. 	2021 2022 2023 2024 2025 2026	$31,701,891 $32,058,493 $36,412,419 $37,964,566 $38,638,829 $42,683,840 $219,460,037	$556,035 $562,020 $580,545 $588,240 $606,195 $608,475 $3,501,510

The fee for preparing a "Trial-Ready" appraisal report for this matter is $15,500. Given the upcoming court-ordered appraisal exchange date, we'll complete the report on time, contingent upon receiving prompt authorization to proceed.

In addition to this professional fee, we will be compensated at a rate of $100 per hour for any time expended by us should we be required (by subpoena or otherwise) or requested by you or your representatives to become involved in any litigation support in any way involving this assignment.

Please do not hesitate to contact me if you have any questions about this proposal.

Sincerely yours,

Robert McNerney, MAI, SRA, CRE
President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #143-26
DATE: March 12, 2026

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

A RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO MCNERNEY & ASSOCIATES, INC. FOR TAX APPEAL VALUATION SERVICES: HOSPITALITY PROPERTY/SONESTA SELECT v. MAHWAH

WHEREAS, there exists a need for a professional Tax Appraiser Consultant to conduct Tax Appeal Valuation Services pertaining to the matter; Hospitality Property/Sonesta Select v. Mahwah; and

WHEREAS, McNerney & Associates, Inc. has submitted a written Proposal, dated February 9, 2026, to perform said Tax Appeal Valuation services, at a cost not-to-exceed $12,500.00; and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds in Account 01-201-20-150-204;

NOW, THEREFORE, BE IT RESOLVED that a contract be and is hereby awarded to McNerney & Associates, Inc. in accordance with their proposal dated February 9, 2026, to perform the Tax Appeal Valuation Services at a cost not-to-exceed $12,500.00.

BE IT FURTHER RESOLVED, that the contract amount shall not exceed $ 12,500.00 without the further authorization of the Governing Body and the CMFO has certified that the funds are available.

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

BE IT FURTHER RESOLVED, that a notice of this action is to be printed in the official newspaper of the Township of Mahwah.

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution and Contract 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, Township Tax Assessor, Assistant to the Business Administrator, and McNerney & Associates, Inc., 266 Harristown Road, PO Box 67 Glen Rock NJ 07452-0067.

CERTIFICATION

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 this 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

McNerney & Associates, Inc.

Real Estate Appraisal Services · 175 Rock Road., PO Box 67, Glen Rock, New Jersey 07452-0067 · (201) 670-8558 · Fax (201) 670-0913

February 9, 2026

Brian M. Chewcaskie, Esq.
Cleary Giacobbe Alfieri Jacobs, LLC
169 Ramapo Valley Road, UL 105
Oakland, New Jersey 07436

Re: **Proposal for Tax Appeal Valuation Services: Hospitality Prop/Sonesta Select v. Mahwah**

- **03/05/26** - Court-Ordered "Trial-Ready" Appraisal Report Exchange Date
- **04/09/26** - Trial Date

Dear Mr. Chewcaskie:

As requested, I have reviewed data relating to the above-referenced property which is under appeal in order to provide a proposal for an appraisal report.

Property Description & Photo	Tax Years Under Appeal	Disputed Equalized Tax Assessment	Disputed Tax Revenue
•Block129, Lot 2. •140 Route 17. •Marriott Courtyard. 146 guest rooms. 	2021 2022 2023 2024 2025 2026	$13,125,695 $13,273,341 $15,076,019 $15,718,663 $15,997,831 $17,672,607 $90,864,156	$230,218 $232,696 $240,366 $243,552 $250,986 $251,930 $1,449,748

The fee for preparing a "Trial-Ready" appraisal report for this matter is $12,500. Given the upcoming court-ordered appraisal exchange date, we'll complete the report on time, contingent upon receiving prompt authorization to proceed.

In addition to this professional fee, we will be compensated at a rate of $100 per hour for any time expended by us should we be required (by subpoena or otherwise) or requested by you or your representatives to become involved in any litigation support in any way involving this assignment.

Please do not hesitate to contact me if you have any questions about this proposal.

Sincerely yours,

Robert McNerney, MAI, SRA, CRE
President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #144-26
DATE: March 12, 2026

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

WHEREAS, the Township of Mahwah Access Transportation Program is available to all Township residents 60 years of age or older or disabled residents.

WHEREAS, the Township of Mahwah Department of Human Services operates an Access Transportation program without regard to race, color or national origin in accordance with Title VI of the Civil Rights Act of 1964, as amended; and

NOW, THEREFORE, BE IT RESOLVED that the Township Council offers its full approval of the Title VI plan for the Access Transportation Program, as presented by the Director of Human Services.

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 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

Mikie Sherrill, Governor
Dr. Dale G. Caldwell, Lieutenant Governor
Joseph D. Bertoni, Interim Commissioner
Kris Kolluri, President & CEO

TWO GATEWAY
283-299 MARKET STREET
NEWARK, NJ 07102-5310
973-491-7000

TRANSIT

February 25, 2026

Ms. Alicia Duroy, CTRS, CDP
Director of Senior & Human Services
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

Re: Title VI Program Plan Approval

Dear Ms. Duroy,

Thank you for your continued cooperation throughout the Title VI Program review process. Following a review of your most recent draft, I am pleased to announce that the Title VI Plan for the Township of Mahwah has been approved.

The final necessary element of your Title VI Program is approval via resolution by your governing body. Once you have received approval through resolution, meeting minutes, or similar process, please add it as the final section of your Title VI Plan and e-mail the document to me and your Regional Programs Administrator, Milagros Solis, mxsolis@njtransit.com.

Thank you for your continued commitment to community transportation.

Sincerely,

Brian Joseph Miguel
Senior Coordination Administrator
NJ TRANSIT, Local Programs and Community Mobility

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #145-26
DATE: March 12, 2026

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

A RESOLUTION AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT WITH TOLL NJ I, LLC, IN CONNECTION WITH THE TOWNSHIP'S FOURTH ROUND AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the Township of Mahwah ("Township") filed a Resolution of Participation in the Affordable Housing Dispute Resolution Program ("Program") and a Declaratory Judgment Action pursuant to the Fair Housing Act on January 30, 2025; and

WHEREAS, on May 13, 2025, the Court entered an order establishing the Township's Fourth Round affordable housing obligations and directing the Township to file its Housing Element and Fair Share Plan ("HEFSP") by June 30, 2025; and

WHEREAS, the Township filed its HEFSP on June 23, 2025; and

WHEREAS, Toll NJ I, LLC ("Toll"), has become the contract purchaser for the Property known as Block 82, Lots 1 and 3 through 30 on the tax maps of the Township of Mahwah, which was included within the Township's HEFSP; and

WHEREAS, the Township and Toll have negotiated to address the issues relative to the site and have come to a mutual agreement regarding the development of the site; and

WHEREAS, these mediation efforts have resulted in a proposed Settlement (**Exhibit A**) Agreement that resolves the issues and establishes a path toward compliance certification for the Township in the Fourth Round; and

WHEREAS, the Mayor and Township Council find that entering into the Settlement Agreement is in the best interests of the Township, will facilitate compliance with the Fair Housing Act, and will allow the Program and the Mount Laurel judge to review the HEFSP and implementing ordinances for compliance.

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

1. The Mayor and Township Clerk are hereby authorized and directed to execute, on behalf of the Township, the Settlement Agreement between the Township of Mahwah and Toll, subject to de minimis changes from counsel.

2. The Township's Affordable Housing Counsel is hereby authorized to take any and all steps necessary to effectuate the Settlement Agreement, including preparing and submitting filings, participating in any additional proceedings before the Program, coordinating with the Township's professionals, and implementing all requirements contained in the Agreement.

3. The Township Attorney, Affordable Housing Counsel, Township Planner, Township Administrator, and all other appropriate Township officials are authorized and directed to take any additional actions necessary to implement the terms of the Mediation Agreement and to advance the Township's efforts toward obtaining compliance certification.

4. This Resolution shall take effect immediately upon adoption according to law.

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 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #146-26
DATE: March 12, 2026

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

RESOLUTION ENDORSING THE AMENDED FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN, AS AMENDED

WHEREAS, the Township of Mahwah (hereinafter the "Township") has a long-standing history of compliance with its affordable housing obligations under the Mount Laurel doctrine; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the New Jersey Fair Housing Act and established a statutory framework for municipal affordable housing compliance during the Fourth Round; and

WHEREAS, in accordance with the amended Fair Housing Act, the Township adopted a binding resolution committing to its present and prospective Fourth Round affordable housing obligations and timely filed a Declaratory Judgment Complaint with the Affordable Housing Dispute Resolution Program (the "Program"); and

WHEREAS, the Township thereafter prepared and submitted a Fourth Round Housing Element and Fair Share Plan ("HEFSP") addressing its affordable housing obligations; and

WHEREAS, following submission of the Township's Fourth Round HEFSP, challenges and objections were filed by interested parties pursuant to the amended Fair Housing Act and the procedures of the Program; and

WHEREAS, as a result of those challenges, the Township participated in mediation before the Affordable Housing Dispute Resolution Program in good faith and in accordance with statutory requirements; and

WHEREAS, the mediation process resulted in the identification of issues requiring revisions to the Township's previously adopted Fourth Round HEFSP, thereby necessitating the preparation of an amended plan; and

WHEREAS, the Township's affordable housing planner prepared an Amended Fourth Round Housing Element and Fair Share Plan reflecting the outcomes of mediation before the Program; and

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board conducted a public hearing on the Amended Fourth Round Housing Element and Fair Share Plan and duly adopted same by resolution; and

WHEREAS, the Planning Board has transmitted the duly adopted Amended Fourth Round Housing Element and Fair Share Plan to the Governing Body and has requested that the Governing Body consider endorsing same; and

WHEREAS, the Governing Body has reviewed the Amended Fourth Round Housing Element and Fair Share Plan and finds that endorsement thereof is in the best interests of the Township and consistent with the Township's obligations under the amended Fair Housing Act.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Mahwah, County of Bergen, State of New Jersey, that the Governing Body hereby endorses the Amended Fourth Round Housing Element and Fair Share Plan as adopted by the Planning Board.

BE IT FURTHER RESOLVED that the Governing Body authorizes the Township's professionals to provide such supplemental information, clarifications, or certifications as may be reasonably required in connection with judicial or administrative review of the Township's affordable housing compliance.

BE IT FURTHER RESOLVED that the Governing Body authorizes the Township's professionals to make any non-substantive or de minimis revisions or clarifications to the Amended Fourth Round Housing Element and Fair Share Plan, as may be reasonably required to effectuate the intent of this Resolution and to facilitate judicial or Program review.

CERTIFICATION

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 this 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #147-26
DATE: March 12, 2026

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

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF MAHWAH ADOPTING AFFIRMATIVE MARKETING PLAN

WHEREAS, the Township of Mahwah (the "Township") is constitutionally obligated under the Mount Laurel doctrine to provide a realistic opportunity for the construction of affordable housing for low- and moderate-income households; and

WHEREAS, the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., as amended by P.L. 2024, c.2 (the "Amended Fair Housing Act"), establishes procedures for municipalities to obtain judicial review and compliance certification of their affordable housing obligations; and

WHEREAS, the Township timely filed a Resolution of Participation in the Affordable Housing Dispute Resolution Program and a Fourth Round Declaratory Judgment action in the Superior Court of New Jersey, Law Division, seeking a determination of its Fourth Round affordable housing obligations and continued protection from exclusionary zoning litigation; and

WHEREAS, as part of its Fourth Round affordable housing requirements, the Township is required to adopt an updated Affirmative Marketing Plan; and

WHEREAS, the Township has prepared an updated Affirmative Marketing Plan that is consistent with the applicable statutes and regulations.

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

1. The Township of Mahwah ("Township") does hereby adopt the Affirmative Marketing Plan attached hereto as Exhibit A.

2. This Resolution shall take effect immediately upon adoption according to law.

CERTIFICATION

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 this 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

AFFIRMATIVE FAIR HOUSING MARKETING PLAN
For Affordable Housing in **(REGION 1)**

I. APPLICANT AND PROJECT INFORMATION
(Complete Section I individually for all developments or programs within the municipality.)

Administrative Agent Name, Address, Phone Number	Development or Program Name, Address
CGP&H 1249 South River Road, Suite 301 Cranbury, NJ 08512-3633 Phone 609 664-2769 Fax 609 664-2786 Company Website: www.cgph.net	TBD

Number of:	Affordable Rental Units	Affordable For-Sale Units
Affordable Units Total	TBD	TBD
Affordable Age Restricted Units	TBD	TBD
Affordable Non-Age Restricted Units	TBD	TBD
Affordable Supportive Housing Units	TBD	TBD

Price or Rental Range	Approximate Starting Dates
From: TBD To: TBD	Advertising: TBD Occupancy: TBD

Counties:	Preferences, if any: (veteran, regional, NJ)
Bergen, Hudson, Passaic, Sussex	TBD

Accessibility Features, if any:
TBD

Managing/Sales Agent's Name, Address, Phone Number
TBD

Application Fees (if any):

Attach a copy of the pricing calculator and a spreadsheet with information about all units, including number of bedrooms, income level, accessibility features, and square footage to this plan.

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality and with the municipal Affordable Housing Ordinance. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

II. RANDOM SELECTION

Describe the random selection process that will be used once applications are received.
For new projects and when random selection is utilized, the Administrative Agent will assign random numbers to each applicant through a computerized random number generator thereby creating a waiting list. After the list of applications submitted during the initial lottery period is exhausted, the priority of preliminary applications is established by the date that the household submits their preliminary application ("**Interest Date**").

A separate waiting list will be kept for ownership versus rental units, resulting in a total of two waiting lists for the Municipality. Households waiting for age-restricted and family rental units will be part of the same waiting list. Likewise, households waiting for age-restricted and family ownership units will be part of the same waiting list. In filling an age-restricted property, households that do not meet the age requirements will be skipped.

When brand new Affordable Units become available for rent or sale in a new development, a lottery will be conducted UNLESS there are households on the existing waiting list with lottery numbers that have not been contacted. In these cases:

- Those applicants with lottery numbers will be contacted first.
- Households that submitted a preliminary application after the last lottery (and do not have lottery numbers) will be included in the next lottery if it is required to fill the units.
- Affirmative Marketing will be required before this lottery is held since these are new Affordable Units and the public must be made aware of the new Affordable Housing opportunity.

As an example, if a new housing opportunity arises that will create 150 new Affordable Units and the existing waiting list has only 50 applicants on it (who hold numbers 1 to 50), a new lottery will be held with Affirmative Marketing. If an additional 50 applications are submitted as a result of this marketing effort, then these "new" applications will be assigned numbers 51 to 100 on the waiting list.

The household with the highest lottery number (or oldest Interest Date) may not always be the next person contacted for a specific available unit because of factors impacting waiting list priority. In addition to age-restricted requirements already discussed, these factors include the number of persons in the household, household income level, households with a person with physical disabilities, veterans preference and regional preference as may be established in the Municipal Affordable Housing Ordinance. The Township of Mahwah has selected to use a regional preference and not to use a veterans preference, which appears in the Township of Mahwah's Affordable Housing Ordinance.

III. MARKETING

Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

☐ White (non-Hispanic X Black (non-Hispanic) X Hispanic ☐ American Indian or Alaskan Native

X Asian or Pacific Islander ☐ Other group:

REQUIRED

5:80-26.16(g)1 requires you to advertise your project on the New Jersey Housing Resource Center for at least sixty days before conducting the random selection.

X **HOUSING RESOURCE CENTER** (www.njhousing.gov) A free, online listing of affordable housing

Regional Newspapers

5:80-26.16(g)3 requires you to advertise your project in at least one regional newspaper (either online or in print). You may also select several papers with partial regional coverage, as long as all counties in the region are covered.

TARGETS ENTIRE HOUSING REGION 1			
X	The Record	https://www.northjersey.com/	Bergen, Hudson, Passaic
☐	Herald News	https://www.njherald.com/	Passaic
X	New Jersey Herald	https://www.njherald.com/	Sussex
TARGETS PARTIAL HOUSING REGION 1			
☐	Bergen County Review	https://www.bergenreview.com/bergen-county-blog	Bergen
☐	Hudson County View	https://hudsoncountyview.com/	Northern Bergen
☐	Jersey City Times	https://jcitytimes.com/	Hudson
☐	The Observer	https://www.theobserver.com/	Hudson

☐	RLS Media	https://www.rlsmedia.com/	Passaic
☐	Township Journal	https://www.townshipjournal.com/	Hudson/Sussex

Housing Search Websites

5:80-26.16(g)4 requires you to advertise your project on at least one housing search website in addition to the NJHRC. This can include the AA website. List below all housing search websites to be used:

https://www.affordablehomesnewjersey.com/

If you selected a print newspaper(s) as your regional paper above, select TWO additional strategies below with AT LEAST ONE NON-DIGITAL MARKETING STRATEGY.

If you selected a digital newspaper(s) as your regional paper above, select AT LEAST TWO NON-DIGITAL MARKETING STRATEGIES below.

X **Specific Radio and Television Stations**

5:80-26.16(e)1 lists specific radio stations, and television stations throughout the housing region as marketing opportunities. If choosing this option, make sure your proposed stations cover the entire region. You may add more if desired. List the selected publications below or attach a list from the Marketing Outreach Tool.

X	WNJP 88.5 – Sussex County
X	WBGO 88.3 – Bergen, Hudson, Passaic Counties
☐	

Paid Targeted Digital Advertising

5:80-26.16(e)1 offers paid targeted digital advertising as an option. Some common platforms are listed below.

☐	Google Ads
☐	Microsoft Ads
☐	Bing Ads
☐	Other (please list)

☐ **Specific Newspapers and Other Publications**

5:80-26.16(e)2 lists "specific newspapers and other publications circulated within the housing region" as an option, including neighborhood-oriented weekly papers, religious publications, and organizational newsletters. If choosing this option, make sure your proposed publications cover the entire region. You may add more if desired. List the selected publications below or attach a list from the Marketing Outreach Tool.

☐	
☐	
☐	
☐	
☐	

☐ **Employers Throughout the Housing Region**

5:80-26-16(e)3 offers outreach to regional employers as an option. A comprehensive and regularly updated list of employers is available in the Marketing Outreach Tool. Please reach out to each listed employer in the region; you may add more if desired. If an employer no longer exists or has moved, please inform DCA.

☐ **Community Organizations Throughout the Housing Region**
5:80-26-16(e)4 offers community and regional organizations as an option, including nonprofit, religious, governmental, fraternal, civic, and other organizations. A comprehensive and regularly updated list of organizations is available in the Marketing Outreach Tool. Please reach out to each listed organization in the region. You may add more if desired. If an organization no longer exists or has moved, please inform DCA.
X ***Municipal and County Websites***
5:80-26-16(e)5 offers municipal and county website advertising as an option. Insert the URL for the municipality.
Municipality: https://www.mahwahtwp.org/316/Housing

☐ **Social Media**	
5:80-26.16(e)6 offers social media as an option. Some common platforms are listed below. You may place ads on these platforms or market for free on your own page.	
☐	Facebook
☐	TikTok
☐	Instagram
☐	Reddit
☐	YouTube
☐	Snapchat
☐	Other (please list)

IV. APPLICATIONS

Applications for affordable housing or notices thereof, if offered online, for the above units will be available in all County Administration Buildings and Libraries for all counties in the housing region		
	BUILDING	**LOCATION**
X	Sussex County Administration Building	1 Spring Street, Newton, NJ 07860 (973)579-0200
X	Sussex County Main Library	125 Morris Turnpike, Newton, NJ 07860 (973)948-3660
X	Hudson County Administration Building	595 Newark Avenue, Jersey City, NJ 07306 (201) 795-6000
X	Passaic County Administration Building	401 Grand Street, Paterson, NJ 07505 (973) 225-3632
X	Passaic County Library	195 Gregory Avenue, Passaic, NJ 07055 (973) 779-0474
X	Bergen County Administration Building	One Bergen County Plaza, Hackensack, NJ 07601 (201)336-6000
X	Bergen County	21-00 Route 208 South, Suite 130, Fair Lawn, NJ 07410 bccls@bccls.org
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		
Municipal Building 475 Corporate Drive, Mahwah, NJ 07430, David May, MHL		
Library 100 Ridge Road, Mahwah, NJ 07430		
4c. Sales/Rental Office for units (if applicable) TBD		

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI/CHOICE funding).

_____

Name (Type or Print)

_____

Title/Municipality

_____

Signature Date

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RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #148-26
DATE: March 12, 2026

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

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MAHWAH APPROVING A FOURTH ROUND AFFORDABLE HOUSING TRUST FUND SPENDING PLAN AND REQUESTING PROGRAM AND/OR COURT APPROVAL OF THE SPENDING PLAN

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the "Amended FHA") which governs how municipalities will comply with their affordable housing obligations for the Fourth Round (2025-2035); and

WHEREAS, the Administrative Office of the Courts issued Directive #14-24 ("AOC Directive #14-24), governing how municipalities file their compliance documents with the Affordable Housing Dispute Resolution Program ("the Program"); and

WHEREAS, the Amended FHA, AOC Directive #14-24, and applicable regulations, inclusive of the recently adopted N.J.A.C. 5:99, require a spending plan which projects anticipated revenues to the Township's Affordable Housing Trust Fund and describes the anticipated expenditures of funds; and

WHEREAS, the Township seeks to adopt this spending plan to account for the updated requirements pursuant to N.J.A.C. 5:99; and

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

1. The Township Council of the Township of Mahwah hereby approves the Fourth Round Spending Plan that is attached hereto as Exhibit A, and requests that the Program and/or the Court review and approve the Township's Fourth Round Spending Plan.

2. This Resolution shall take effect immediately upon adoption, according to law.

CERTIFICATION

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 this 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

TOWNSHIP OF MAHWAH
2026 AFFORDABLE HOUSING TRUST FUND SPENDING PLAN

February 4, 2026

Council Approval: _____

1) INTRODUCTION

The Township of Mahwah has prepared a Housing Element and Fair Share Plan in accordance with the Municipal Land Use Law (NJSA 40:55D-1 et seq.), the Amended Fair Housing Act (NJSA 52:27D-301), and the applicable affordable housing regulations (NJAC 5:91-1 et seq., NJAC 5:93-1 et seq., NJAC 5:97 et seq, and NJAC 5:99 et seq.). A development fee ordinance creating a dedicated revenue source for affordable housing was originally approved by the Council on Affordable Housing (COAH) on March 9, 1998 and adopted by the municipality on April 30, 1998. An updated development fee ordinance was approved by COAH on October 4, 2006 and adopted on January 15, 2007.[1] The ordinance establishes the Township of Mahwah's affordable housing trust fund for which this spending plan is prepared.

2) REVENUES FOR CERTIFICATION PERIOD

As of April 30, 2025, the Township of Mahwah has collected $9,419.531.83 and expended $8,351,097.55, resulting in a balance of $1,068,434.28. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in Freedom Bank for the purposes of affordable housing. These funds shall be spent in accordance with NJAC 5:99-2.3, as described in the sections that follow.

To calculate a projection of revenue anticipated during the period of the Fourth Round (2025-2035), the Township of Mahwah considered the following:

(a) Development fees:

1. Residential and non-residential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development.

[1] Dates sourced from Affordable Housing Monitoring System, accessed May 29, 2025.

(b) Payment in lieu (PIL):

Actual and committed payments in lieu (PIL) of construction from developers as follows:

- As part of the Settlement Agreement with Crossroads, the developer must pay the Township a total of $3,100,000, which is divided into payments that are triggered when certain milestones are achieved.

(c) Other funding sources:

Funds from other sources, including, but not limited to, the sale of units with extinguished controls, repayment of affordable housing program loans, rental income and proceeds from the sale of affordable units.

- The Township expects to collect $75,000 from Nouvelle for the purchase of 42 Stag Hill Road.
- As part of the agreement with Nouvelle for Cedar Hill Avenue, the developer will pay the Township $300,000 for the properties.

(d) Projected interest:

Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate.

- The Township projects collecting $174,435.62 between 2025 and 2035.

The Township of Mahwah projects a total of $4,341,488.84 in revenue to be collected between 2025 and 2035. This projected amount, when added to the Township's trust fund balance as of April 30, 2025, results in an anticipated total revenue of $5,409,923.12 available to fund and administer its affordable housing plan. All interest earned on the account shall be used only for the purposes of affordable housing. See the table on the following page for a projection of the anticipated revenues.

DRAFT

Projected Revenues – Affordable Housing Trust Fund												
Source of Funds	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
(a) Development fees:												
Approved Residential Development	$39,702	$3,609										$43,311
Residential Development Pending Approval			$21,656	$28,874								$50,530
Projected Residential Development		$14,437	$28,874	$21,656	$14,437	$21,656	$36,093	$14,437	$28,874	$21,656	$36,093	$238,213
Approved Non-Residential Development**	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000					$350,000
Projected Non-Residential Development								$2,500	$2,500	$2,500	$2,500	$10,000
(b) Payments in Lieu of Construction		$1,000,000				$1,000,000				$1,100,000		$3,100,000
(c) Other Funds												
Stag Hill Land Purchase		$75,000										$75,000
Cedar Hill Ave. Land Purchase			$300,000									$300,000
(d) Interest	$2,275	$49,664	$4,675	$4,675	$2,996	$49,832	$4,003	$788	$1,459	$52,273	$1,795	$174,435
Total	$91,977	$1,192,711	$405,205	$105,205	$67,433	$1,121,488	$90,096	$17,725	$32,833	$1,176,429	$40,387	$4,341,488.84

*For purposes of projecting revenues, we have utilized historic residential Certification of Occupancy data and projected forward. Projections assume the estimated value of a new home is $481,238. (This value was provided by the tax assessor and is the average home value within the Township.) The value is then multiplied by 1.5%.

3) ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the Township of Mahwah:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with the Township of Mahwah's development fee ordinance for both residential and non-residential developments in accordance with NJAC 5:91, 5:93, and 5:99, the Amended Fair Housing Act, and the Municipal Land Use Law.

(b) Distribution of development fee revenues:

The Administration forwards a resolution to the governing body recommending the expenditure of development fee revenues as set forth in this spending plan. The governing body reviews the request for consistency with the spending plan and adopts the recommendation by resolution. The release of the funds requires the adoption of the governing body resolution in accordance with the Court- and/or Program-approved spending plan. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

4) DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) Rehabilitation, new construction programs and projects, and other housing activity.

The Township of Mahwah will dedicate a maximum of $200,000 for hard costs to rehabilitate ten units.

Rehabilitation program: Maximum of $200,000

Other housing activity:

- Extension of Controls. Mahwah is committed to continue its program of extending affordability controls on existing affordable units or where controls recently expired. The Housing Element and Fair Share Plan ("HEFSP") anticipates the

extension of control for two units occurring over the next decade, but this document reserves funding for five units to be extended. A maximum of $20,000 would be provided to each homeowner in exchange for a new deed restriction. This will be a first-come, first-served program.

- Ramapo Brae – Sale Extension of Controls. The Township has entered into an agreement with the Housing Authority of Bergen County to place new deed restrictions on the 35 sale units within the complex as the units are sold. This will be an ongoing process during the Fourth Round. As part of the agreement, Mahwah has committed to pay for renovations within the unit. This document sets aside $2,000 per unit for a total of $70,000 for potential repairs and renovations.

- Market to Affordable Program. Mahwah has committed to complete at least one market to affordable unit during the Fourth Round. However, this document reserves funding for three units in case the opportunity arises over the next decade. Up to $1,350,000 is allocated for this mechanism, which is dependent on development fees collected.

- Property Acquisition. Mahwah seeks innovative and creative solutions to meeting its affordable housing obligation. This document reserves up to $1,396,500.12 to purchase land to enable the construction of affordable housing. This amount is dependent on development fees collected.

(b) Affordability Assistance (NJAC 5:99-2.5(a)).

Municipalities are required to "set aside a portion of all development fees collected and interest earned for the purpose of providing affordability assistance to very-low, low-, and moderate-income households in affordable units included in the municipality's fair share plan". The regulations do not specify a certain percentage that must be attained, but for purposes of this document, a goal of 20% has been set. The actual affordability assistance expenditures are calculated on an ongoing basis in the online Affordable Housing Monitoring System platform.

According to the chart on the following page, the Township of Mahwah has set a goal of 20% of all fees and interest earned to be reserved for affordability assistance. This goal translates to $1,421,598.80. Through April 30, 2025, the Township has spent $418,928.67 from the affordable housing trust fund to render units more affordable.

Mahwah proposes the following affordability assistance programs:

DRAFT

- **70 Island Road / BCUW.** Mahwah has committed funding toward this 100% affordable 19 bed facility. The Township's final payment to BCUW is $300,000, which is due upon the achievement of certain milestones. This funding, along with funds previously provided by Mahwah, has enabled the construction of the project.

- **24 Jahn Court / New Concepts for Living.** The Township has partnered with New Concepts for Living to create a six-bedroom group home. The Township's final payment is $237,500, which is due upon the achievement of certain milestones. This funding, along with funds previously provided by Mahwah has enabled the construction of the project.

- **46 Strong Street / Hope Christian.** Mahwah has partnered with Hope Christian to create a five-bedroom group home. The Township has committed a total of $395,833.33 toward the project. This funding has enabled the construction of the project.

- **Lotito Mixed-use Site Assistance.** Mahwah purchased this property and is in the process of RFP'ing the site. The Township seeks to set aside funding to assist the future redeveloper with soft costs associated with the Board application, utility hook ups, etc. A maximum of $25,000 is reserved for this mechanism.

- **Future Supportive/Special Needs Units.** As demonstrated above, Mahwah encourages and enables supportive and special needs housing units to locate within the community. Mahwah seeks to reserve funding for future partnerships to bring additional supportive/special needs units to the Township. This plan envisions up to $500,000 earmarked for this mechanism, which is dependent upon development fees collected.

- **HOA Assistance / HVAC Replacement / Water Heater Replacement.** These programs would only be available to those extending controls on their units. These programs would upgrade the mechanical equipment within the unit, making it more energy efficient. By paying HOA fees, it would free up funds for the homeowner to pay for improvements that have been deferred. A maximum of $2,000 per unit would be available for HOA fees. A maximum of $1,500 per unit would be available for a water heater (existing heater must be eight years or older). A maximum of $7,500 per unit would be available for HVAC replacement (existing HVAC must be ten years or older). These three programs total $55,000.

AFFORDABILITY ASSISTANCE CALCULATION			
Actual development fees through 4.30.2025		$	5,860,616.02
Actual interest earned through 4.30.2025	+	$	380,889.14
Development fees projected 5.1.2025-2035	+	$	692,054.22
Interest projected 5.1.2025-2035	+	$	174,434.62
Total	=	$	7,107,994.00
Calculate 20 percent	x .20 =	$	1,421,598.80
Less Affordability assistance expenditures through 4.30.2025	-	$	418,928.67
Projected Minimum Affordability Assistance Requirement 5.1.2025-2035	=	$	1,002,670.13

(c) Administrative Expenses (NJAC 5:99-2.4(a)).

Municipalities are permitted to use affordable housing trust fund revenue for related administrative costs up to a 20% limitation, exclusive of funds collected to fund an RCA. The actual administrative expense maximum is calculated on an ongoing basis in the online Affordable Housing Monitoring System platform based on actual revenues.

The Township of Mahwah projects that $1,475,536.16 will be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20% cap, include, but are not limited to:

- Township Attorney, Affordable Housing Attorney, Engineer and Planner fees related to attaining affordable housing compliance as well as consulting fees related to the administration and implementation of the Township's affordable housing program(s).
- Salaries and benefits for municipal employees for administration and implementation of the housing plan and program(s).
- Fees for administering the Rehabilitation Program and for the Administrative Agent.
- Municipal Housing Liaison and Administrative Agent training and on-going continuing education.

ADMINISTRATIVE EXPENSE CALCULATION		
Actual dev fees and interest thru 4.30.2025		$ 6,241,505.16
Projected dev fees and interest 5.1.2025-2035	+	$ 866,488.84
Payments-in-lieu of construction and other deposits thru 4.30.2025	+	$ 3,179,026.67
Payments-in-lieu of construction and other deposits 5.1.2025-2035	+	$ 3,475,000.00
Total	=	$ 13,762,020.67
Calculate 20 percent	x .20 =	$ 2,752,404.13
Less admin expenditures thru 4.30.2025	-	$ 1,276,867.97
Projected Maximum available for administrative expenses 5.1.2025-2035	=	$ 1,475,536.16

5) EXPENDITURE SCHEDULE

The Township of Mahwah intends to use affordable housing trust fund revenues for the creation of affordable units and/or rehabilitation of housing units. It should be noted that the amount spent in a given year for any line item may, in reality, actually span multiple years. The chart on the following page provides an estimated timeline for expenditure and does not restrict the Township from spending the money sooner or later in the Fourth Round period, nor does it prohibit the Township from spending more or less money in one year assuming the funds are in place to make said expenditure.

Projects/Programs	Number of Units Projected	Projected Expenditure Schedule 5.1.2025-2035											
		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
Township Rehab Program	10		$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$200,000
Housing Activity													
Extended Controls	5				$20,000		$20,000		$20,000		$20,000	$20,000	$100,000
Ramapo Brae - Extension of Controls	35		$4,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$6,000	$6,000	$6,000	$70,000
Market to Affordable	3					$450,000		$450,000		$450,000			$1,350,000
Property Acquisition	TBD			$1,396,590									$1,396,590
Affordability Assistance													
70 Island Road	19 beds		$300,000										$300,000
24 Jahn Court Group Home	6 beds		$237,500										$237,500
Hope Christian Group Home	5 beds	$195,833	$200,000										$395,833
Lotito Mixed-Use Assistance	TBD			$25,000									$25,000
Future Supportive/ Special Needs Housing	TBD									$250,000		$250,000	$500,000
Water Heater Replacement	5				$1,500		$1,500		$1,500		$1,500	$1,500	$7,500
HOA Assistance	5				$2,000		$2,000		$2,000		$2,000	$2,000	$10,000
HVAC Replacement	5				$7,500		$7,500		$7,500		$7,500	$7,500	$37,500
Administration		$80,000	$70,000	$70,000	$70,000	$70,000	$70,000	$70,000	$70,000	$70,000	$70,000	$70,000	$780,000
Total		$275,833	$831,500	$1,519,590	$129,000	$548,000	$129,000	$548,000	$129,000	$796,000	$127,000	$377,000	$5,409,923.12

6) EXCESS OR SHORTFALL OF FUNDS

The Township currently has sufficient funds to cover the hard costs of the Rehabilitation Program and all the commitments it has with the affordable housing providers. Any administrative costs above and beyond those that cannot be covered by the trust fund will be sourced from the general fund.

In the event more funds than anticipated are collected or projected funds exceed the amount necessary to implement the Fair Share Plan, the Township will use those excess funds toward affordability assistance, land acquisition, or other innovative techniques.

7) SUMMARY

The Township of Mahwah intends to spend affordable housing trust fund revenues pursuant to NJAC 5:99-2.3 and consistent with the housing programs outlined in the Fourth Round Housing Plan Element and Fair Share Plan.

The Township of Mahwah has a balance of $1,068,434.28 as of April 30, 2025 and anticipates an additional $4,341,488.84 in revenues through 2035 for a total of $5,409,932.12. The Township shall make good-faith efforts to expend trust fund monies in accordance with this Spending Plan as opportunities arise, recognizing that timing, market conditions, and availability of suitable projects may affect the pace of expenditures. This Spending Plan demonstrates the Township's **commitment to expend** $5,409,923.12 through December 31, 2035, including a commitment to expend with respect to the following:

- Commitment to expend a maximum of $200,000 toward the hard costs of a Rehabilitation Program;
- Commitment to expend up to $2,916,590.12 toward housing activities;
- Commitment to expend up to $1,513,333 toward affordability assistance; and
- Commitment to expend up to $780,000 toward administrative costs.

The table on the following page provides a summary of the affordable housing trust fund spending plan.

SPENDING PLAN SUMMARY		
Balance as of April 30, 2025		$1,068,434.28
Projected Revenue 5.1.2025-2035		
Development fees	+	$692,054.22
Payments in lieu of construction	+	$3,100,000.00
Other funds	+	$375,000.00
Interest	+	$174,434.62
TOTAL REVENUE	=	$5,409,923.12
Projected Expenditures 5.1.2025-2035		
Funds used for Rehabilitation	-	$200,000.00
Housing Activity	-	$2,916,590.12
Affordability Assistance	-	$1,513,333.00
Administration	-	$780,000.00
Total Projected Expenditures	=	$5,409,923.12
Remaining Balance	=	($0.00)

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #149-26
DATE: March 12, 2026

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

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF MAHWAH ADOPTING REHABILITATION MANUAL

WHEREAS, the Township of Mahwah (the "Township") is constitutionally obligated under the Mount Laurel doctrine to provide a realistic opportunity for the construction of affordable housing for low- and moderate-income households; and

WHEREAS, the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., as amended by P.L. 2024, c.2 (the "Amended Fair Housing Act"), establishes procedures for municipalities to obtain judicial review and compliance certification of their affordable housing obligations; and

WHEREAS, the Township timely filed a Resolution of Participation in the Affordable Housing Dispute Resolution Program and a Fourth Round Declaratory Judgment action in the Superior Court of New Jersey, Law Division, seeking a determination of its Fourth Round affordable housing obligations and continued protection from exclusionary zoning litigation; and

WHEREAS, as part of its Fourth Round affordable housing requirements, the Township is required to adopt an updated Rehabilitation Manual; and

WHEREAS, the Township has prepared an updated Rehabilitation Manual that is consistent with the applicable statutes and regulations; and

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

1. The Township of Mahwah ("Township") does hereby adopt the Rehabilitation Manual attached hereto as Exhibit A.

2. This Resolution shall take effect immediately upon adoption according to law.

CERTIFICATION

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 this 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

Home Improvement Program

Policies and Procedures Manual

Owner-Occupied and Rental Units

Township of Mahwah

New Jersey

Created April 15, 2019

Updated March 12, 2026- Fourth Round/Funding Limit

Prepared by:

CGP&H

Community Grants, Planning & Housing

Good People. Great Results. Since 1993.

1249 South River Road, Suite 301

Cranbury, NJ 08512-3633

609/664-2769 www.cgph.net

Home Improvement Program

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Home Improvement Program

Policies & Procedures Manual

I. INTRODUCTION

The purpose of this document is to establish policies, guidelines and procedures which will govern the Home Improvement Program (HIP). The HIP was created by the Township to assist properties occupied by very low, low and moderate-income households to correct existing interior and exterior health, safety and code violations in conformity with the standards of the New Jersey State Housing Code, N.J.A.C. 5:28 and the Rehabilitation Subcode, N.J.A.C. 5:23-6.

The HIP is guided by Uniform Housing Affordability Controls (UHAC) promulgated by the New Jersey Housing and Mortgage Finance Agency at N.J.A.C.5:80-26 et seq, the amended Fair Housing Act at N.J.S.A. 52:27D-301 et seq., the Fair Housing Act Regulations promulgated by the Department of Community Affairs, Division of Local Planning Services ("LPS") at N.J.A.C. 5:99 et seq., and statutorily upheld existing regulations of the former Council on Affordable Housing ("COAH") at N.J.A.C. 5:93 and 5:97. The HIP is subject to all laws, regulations, ordinances, and codes of the New Jersey Department of Community Affairs (DCA) and the Municipality. The Municipality contracted with Community Grants, Planning & Housing LLC (CGP&H), a private consulting firm specializing in the implementation of publicly-funded housing rehabilitation programs, to manage and administer the HIP.

This manual reflects changes to UHAC that went into effect in December 2025. These UHAC changes impact every aspect of the Administration of affordable units from income qualification to deed restrictions and there are many outstanding questions about the applicability of the rules and how to implement the regulations. Future changes to the manual will be required after the Department of Community Affairs (DCA) launches its educational program for Administrative Agents. In addition, the New Jersey Housing and Mortgage Finance Agency (NJHMFA) has indicated that they will be publishing an updated "Understanding UHAC" manual that will provide additional clarification to Administrative Agents on the updated regulations. This manual does not include all provisions of UHAC, and UHAC is a companion document to this manual.

The program's funding source is the Township Affordable Housing Trust Fund. If the funding source changes, the manual will be updated to reflect the change as well as changes to regulation requirements, if any.

A. Fair Housing and Equal Housing Opportunities

It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.



For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or https://www.njoag.gov/about/divisions-and-offices/division-on-civil-rights-home. Fair Housing and Equal Housing Opportunities apply to both owner and tenant applications.

II. ELIGIBLE PARTICIPANTS

A. Program Area

The HIP is a Township wide program currently aimed at scattered site housing rehabilitation of housing occupied by very low, low and moderate-income households throughout the Township of Mahwah.

B. Categories of Participants

Both owner-occupied and renter-occupied housing units are eligible to receive funding for rehabilitation provided that the occupants of the units are determined to be income eligible households, the units are determined to be substandard and are for primary residency only. Owners of rental properties do not have to be income eligible. If a structure contains two or more units and an owner, who is not income eligible, occupies one unit, funding may be provided for the rehabilitation of the rest of the units if income-eligible households occupy those units. Rents must be affordable to income eligible households.

For housing units which received past affordable housing state credit, the following rules for repeat assistance shall apply.

- An owner of an existing affordable deed restricted ownership unit with an active deed restriction that is currently meeting a Round 1, Round 2 or Round 3 credit may apply for current rehab assistance for the municipality to obtain a Round 4 present need credit, unless the affordable housing deed restriction receives a new affordable housing credit during Round 4 due to extended controls.

- Housing units which the municipality receives an affordable housing credit in Round 4 in any category are not eligible for additional assistance from the municipality's housing rehabilitation program during Round 4.
- Essentially, a municipality cannot double credits on a unit within the same affordable housing Round.

C. Income Limits

Household income is defined as the combined annual income of all family members over 18 years of age including wages, Social Security, disability insurance, unemployment insurance, pensions, dividend/interest income, alimony, etc. Each unit's total household income must fall within or below the State's affordable income limits based on family size.

Maximum income limits are provided annually by NJHMFA for each of the six Affordable Housing regions. The income limits used for this program are the applicable regional income limits for the region in which the Municipality is located. Current income limits are available at https://nj.gov/dca/hmfa/about/uhac.

D. Application Selection

The program will process new applicants added to the wait list/applicant pool on a first-come, first served basis, to qualified applicants. Priority may be given to homeowners with less than $300,000 in liquid assets. Assets in federally recognized retirement accounts do not apply to the liquid asset limit. The goal is to have a minimum of 50% of the properties assisted comprising of low income households. The HIP wait list/applicant pool was created and is updated from the ongoing program marketing efforts identified in Section IX of this manual.

Emergency Processing Order

Properties with safety and/or health hazards, confirmed/certified as an emergency by the municipal Construction Official or Health Department, can by-pass the first-come, first served process however they must meet all the other program requirements including bringing the unit up to code.

The Program Administrator shall determine that an emergency situation exists based on the following:

A. The repair problem is an immediate and serious threat to the health and safety of the building's residents

B. The problem has been inspected and the threat verified by the appropriate local building inspector and/or health official

Depending on the type and extent of the emergency and with the homeowner's permission, the Program may by-pass the standard bid process outlined in *Section V (Contractor Selection)* to expedite the bid/contractor selection process. Instead, the Program may have a proven qualified contractor familiar with the Program present at the initial property inspection with the homeowner to count as the contractor's site visit. This will allow for a quick turn-around on emergency scope of work to be contracted on a single quote basis. To be awarded the emergency work, the contractor 's quote must be determined to be a reasonable cost based on the Program Inspector's cost estimate and the contractor must commit to a tight timeline to resolve the emergency situation. This emergency process may apply to heavily leaking roofs, inoperable heating systems during the winter months, immediately hazardous electrical systems and/or blocked sewer lines unresolvable to unclog via a simple service call for under $1,000.

Please note that the loan agreement will state that if the homeowner takes the emergency funds to abate the safety/health hazards and then subsequently decides to voluntarily remove themselves from participation in the Township's rehabilitation program to complete the non-emergency substandard code violation components of their project, essentially negating any opportunity for the municipality to gain credit for a fully rehabilitated home for this unit, those public funds used for the emergency shall be immediately due and payable back to the Township.

To address this potential, any homeowner receiving emergency funds will also be required to execute a statement indicating that the Township will place a lien on the property assisted for the Township to recapture the emergency funds, to be repaid with interest, based on the monthly average mortgage loan commitment rates at the time of closing in the event of noncompliance.

III. ELIGIBLE ACTIVITIES

A. Eligible Improvements

The purpose of the program is to bring substandard housing up to code. In order to qualify for participation in the program, the condition of each home must be certifiable as being "substandard" as defined in N.J.A.C. 5:93-1.3.

In other words, at least one of the following major systems must be in need of replacement or substantial repair:

- Roof
- Plumbing (including wells)
- Heating
- Electrical
- Sanitary plumbing (including septic systems)
- Load bearing structural systems
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

The related work may include, but not be limited to the following:

- Lead paint remediation
- Interior and/or exterior doors
- Interior and/or exterior hardware
- Window treatment
- Interior stair repair
- Exterior step repair or replacement
- Porch repair
- Wall surface repair
- Exterior rain carrying system repair

B. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are upgrades/higher than mid-grade and/or strictly cosmetic), carpets, maintenance items, additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools, landscaping, solar panels and generators. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited.

Rehabilitation work performed by property owners shall not be funded under this program.

C. Rehabilitation Standards

Funds are to be used for work and repairs required to make the unit standard and abate all interior and exterior violations of the New Jersey State Housing Code, N.J.A.C. 5:28 and the

Rehabilitation Subcode, N.J.A.C. 5:23-6, any applicable local maintenance code or ordinance (of which the more restrictive requirements will apply), conserve energy and remove health and/or safety hazards; and any other work or repairs, including finishing and painting, which are directly related to the above listed objectives. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

Municipal rehabilitation investment for hard costs shall average at least $10,000 per unit, and include the rehabilitation of at least one major system, as previously defined under eligible improvements.

D. Certifications of Substandard/Standard

The Program Building Inspector will inspect the property to determine which systems, if any, are substandard in accordance with sub-section A above and issue a Certification of Substandard. Upon program construction completion, all code deficiencies noted in the inspection report must be corrected and rehabilitated units must be in compliance with the standards proscribed in sub-section C above upon issuance of a municipal certificate of completion/approval.

IV. FUNDING TERMS FOR OWNER OCCUPIED AND INVESTOR OWNED UNITS

Funding will be provided on the following terms:

A. Terms and Conditions for Owner Occupied Units

Table 1 Owner-Occupied Single Family Home Terms & Conditions

Owner-Occupied Single Family Unit Terms and Conditions of Loan	
Minimum Loan Amount	10,000 per unit.
Maximum Loan Amount	$20,000 per unit
Interest Rate	0% (No monthly payments)
Payment Terms:	100% forgivable if homeowner maintains occupancy and title during the 10-year period. Original Principal is due if house is sold and/or title/occupancy changes years 1 through 10 except for *Exceptions to Loan Repayment Terms* section below.
Mechanism for Securing Loan	Mortgage and Mortgage Note recorded against property

If the owner decides to sell the property, transfer title, or if the owner should die before the terms of the lien expire, the owner, heirs, executors or legal representatives must repay the original loan per the repayment schedule above upon a title change. Rental of house is allowable under certain conditions subject to approval by the Administrative Agent.

Exceptions to Loan Repayment Terms above during the lien period:

1. If the loan transfers due to inheritance by a Class A beneficiary who will take occupancy upon death of Program mortgagee/Borrower and assume the lien (income eligibility not a requirement); or if by inheritance by a qualified income eligible non-Class A beneficiary, or
2. If the house is sold at an affordable price pursuant to UHAC to someone who can be qualified as income eligible, takes occupancy and agrees to assume the program lien, or
3. If the house is sold at an affordable price pursuant to UHAC to an investor who assumes the lien and also signs a deed restriction for the remaining duration of the affordability period to rent the dwelling at the affordability controls restricted rental rate and according to the affirmative marketing requirements for re-rentals. When this occurs, the Township's Administrative Agent will be responsible for monitoring compliance over that unit.

B. Terms and Conditions on Owner-Occupied Multi-Family Rental Units

Table 2 Owner-Occupied Multi-Family Home Terms & Conditions

Owner-Occupied Multi-Family Including Tenant Unit(s) Terms and Conditions of Loan	
Minimum Loan Amount	$10,000 per unit.
Maximum Loan Amount	$20,000 per unit
Interest Rate	0% (No monthly payments)
Payment Terms	100% forgivable if homeowner maintains occupancy and title during the 10 year period. Original Principal is due if not in compliance with affordability controls. Rental restrictions transfer with property. See Restrictions below.
Mechanism for Securing Loan	Mortgage, Mortgage Note and Deed Restriction recorded on property

Assisted unit(s) must be occupied by, and affordable to a household(s) that is(are) certified as an income eligible household as per either the latest Income Limits by Region, or in compliance with the municipality's Settlement Agreement and Court Order, whichever is applicable.

The owner will execute a Mortgage, Mortgage Note, and Deed Restriction, the latter which guarantees the continued availability of the rental unit to low or moderate-income households for the terms of the ten-year deed restricted affordability period. The affordability terms for the rental units do not expire even if the owner sells the property, transfers title to the property, or dies within the ten-year program deed restricted affordability period.

Moreover, if Program funds were expended on the owner-occupied unit, and the homeowner sells, transfers title, dies or is not in compliance during the ten-year deed restricted affordability period, unless ownership is transferred to another low or moderate-income homeowner, any Program funds expended on work done on the owner's individual unit along with a pro-rata portion of the shared improvements must be fully repaid to the Township and used to rehabilitate another housing unit.

Additionally, for rental units in a multi-family owner-occupied home:
For tenant units, the maximum permitted rent is pursuant to UHAC and subject to annual adjustment. If a unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the Deed Restriction shall require the unit to be rented to a low- or moderate- income household at an affordable rental price and will be affirmatively marketed by the Township designated Administrative Agent, in accordance with the Township of Mahwah's Affordable Housing Affirmative Marketing Plan. Landlords are responsible to pay income certification fees and affirmative marketing cost for re-rentals.

For information regarding future rental increases: Please refer to Section VIII of this manual.

When a trustee of a trust deed ownership of a multi-family property is the applicant occupant of the property, the multi-family category terms apply.

C. Terms and Conditions on Investor-Owned Rental Units

Table 3 Investor-Owned Terms & Conditions

Investor-Owned Rental Units Terms and Conditions of Loan	
Minimum Loan Amount	$10,000 per unit.
Maximum Loan Amount	$20,000 per rental unit
Interest Rate	0% (No monthly payments)
Payment Terms	Owner pays 25% of rehab cost at construction agreement signing. 75% balance forgiven if in compliance with rental restrictions. Rental restrictions transfer with property. See restrictions below.
Mechanism for Securing Loan	Mortgage, Mortgage Note and Deed Restriction recorded against property

The ten-year affordability controls against the property will be recorded in a Deed Restriction. The property owner agrees to abide by the rental affordability controls for the life of the Deed Restriction. Additionally, the following conditions apply:

The assisted housing unit(s) must be occupied by and affordable to a household that is certified as an income eligible household as per either the latest Income Limits by Region, or in compliance with the municipality's Settlement Agreement and Court Order, whichever is applicable and as designated by unit in the Deed Restriction. The maximum permitted rent is determined by the Township's Administrative Agent and is pursuant to UHAC and subject to annual adjustment.

Throughout the ten year affordability controls, if a rental unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the Deed Restriction shall require the unit to be rented to a, low- or moderate-income household(as designated by unit in the Deed Restriction) at an affordable price and will be affirmatively marketed in accordance with the Township of Mahwah Affordable Housing Affirmative Marketing Plan by the Townships' current Administrative Agent at the rates and terms defined within that Agreement. Landlords are responsible to pay income certification fees and affirmative marketing costs for re-rentals.

The owner will execute a Mortgage, Mortgage Note and Deed Restriction, the latter which will guarantee the continued availability of the unit to income eligible households for the terms of the ten-year lien affordability period.

Throughout the ten-year deed restrictive period, the affordability terms do not expire even if the owner sells the property, transfers title to the property, dies, or rents to other than low or moderate-income renters, before the terms of the lien expire.

D. Housing Rehabilitation Costs Exceed Program Funding Limit

In situations of housing rehabilitation costs exceeding the program cap:

- The Program will attempt to negotiate with lowest qualified bidding contractor to lower bid price.
- The Program will review scope of work to omit work items without jeopardizing code status.
- The Program will get confirmation of whether or not the homeowner can contribute personal funding.
- If needed, the Program will attempt to partner with other possible funding sources such as the Low Income Home Energy Assistance Program (LIHEAP).
- If no viable options, the case will have to be terminated.

E. Use of Recaptured Program Funds

All recaptured funds will be deposited into a Mahwah Township affordable housing trust fund in accordance with N.J.A.C. 5:93-8.15.

V. IMPLEMENTATION PROCESS

A. Application/Interview

For each prospective applicant, this process starts with a homeowner either submitting an online preliminary application or the Housing Rehabilitation Specialist pre-qualifies the interested homeowner by phone, whichever is the homeowner's preference. The information is entered in the program applicant pool/waiting list. If the homeowner passes the preliminary criteria review, program information, guidelines, and an application package will be mailed or emailed to the applicant when their name is reached in the program's waiting list. Each prospective applicant is to complete the application and return it to the Housing Rehabilitation Specialist, along with the required verification documents. Upon receipt of the completed application package, a case file will be opened for the applicant and a case file number will be assigned to the unit. The Housing Rehabilitation Specialist will be available via a direct phone line to assist applicants during this and all other phases of the process. Additionally, as needed, a Housing Rehabilitation Specialist will be available for face-to-face prescheduled appointments. Once a case is assigned a number, the cases are processed in the order of receipt of completed applications.

B. Eligibility Certification

To be eligible for assistance, households in each unit to be assisted must be determined to be income eligible. All adult members, 18 years of age and older, of both the owner household and tenant household (if any) must be fully certified as income-eligible before any assistance will be provided by the Program.

The Program staff shall determine household income in accordance with the procedure for calculating annual income at the time of household application, stipulated at 24 CFR 5.609, as it was in effect on December 20, 2024, and described in Chapter 5 of HUD [page=2782] Handbook 4350.3: Occupancy Requirements of Subsidized Multifamily Housing Programs, which is available at:

https://www.hud.gov/program_offices/administration/hudclips/handbooks/hsgh/4350.3.

In the future, the Program Staff shall accept household income determinations made within the previous 180 days by another administrative agent that has successfully completed DCA's Education Program. This is not applicable at this time because the Education Program has not been made available and therefore no Administrative Agents have successfully completed the program.

C. Other Eligibility Requirements

Applicant to submit the following in the application package:

- Copy of current homeowner's insurance declarations page (not the policy or receipt).
- Proof of flood insurance, if property is located in a flood zone;
- Copy of recorded deed to the property to be assisted;
- If deed co-holder resides at another location, provide proof of same (driver's license, etc.)
- If you are a widow or widower, copy of Death Certificate should be included;
- Copy of your most current property tax assessment;
- Signed Eligibility Release form;
- Proof that all mortgage payments are current; and
- Copy of any and all other liens recorded against the property.
- Personal identification (a copy of any of the following: Driver's License, Passport, Birth Certificate, Social Security Card, Adoption Papers, Alien Registration Card, etc.)
- Original of signed Eligibility Release form

Properties for sale are ineligible for program assistance as well as any property the homeowner plans to sell within the next two years.

D. Requirements of Property Taxes and Municipal Utilities Accounts Paid Current

All applicants' property tax account as well as municipal water and sewer accounts must be paid current. The Program reserves the right to make an exception to the requirement of paid up property tax account and municipal utilities accounts. Individual files will be reviewed on a case-by-case basis. Upon approval by the appropriate municipal officials and the Program, a Special Needs Eligibility Requirements Waiver may be issued.

E. Sufficient Equity and Carrying Cost

Additionally, to be determined eligible, there must be sufficient equity in the home to cover the program lien. In other words, the market value of the house must be greater than the total of the existing liens and anticipated program lien combined. For the sake of this rule, the market value of the home will be calculated using the municipality's assessed value divided by the equalization ratio. All existing property liens (mortgage, home equity loan, etc.) are then deducted from the calculated house value to determine the current property equity. Additionally, the applicant's income shall be sufficient to meet the carrying costs of the unit or the homeowner is to demonstrate how the unit's carrying costs are funded. The Municipality may consider a Special Needs Waiver approved by the municipality on a case-by-case basis for carrying cost as well as for limited equity, but not for negative equity.

F. House Conditions

All areas of the house must be readily accessible, uncluttered, and clean. This is in anticipation of the program inspector and contractors needs of proper and sanitary access for inspections and construction work progress.

If there are any repairs or renovations currently being undertaken on the home by others or the homeowner or done within the last few years that require or required municipal permits, the work must be completed and the permits closed out prior to the homeowner applying to the Program.

G. Eligibility Scenarios of Multi-Family Structures

Several possibilities exist concerning the determination of eligibility in a multi-family structure.

Scenario 1. The Program Administrator determines that the owner is income eligible and the renters in each unit are income eligible. In this case, all of the units are eligible for rehabilitation.

Scenario 2. The Program Administrator determines that the owner is income eligible, but the renters are not. In this case, only the landlord's unit is eligible for rehabilitation. If a home improvement is undertaken which affects all the units in the house (e.g., replacement of a roof), the HIP will only cover a prorated percentage of the cost. For example, in a two-family home with units of approximately equal size, only 50% of the cost of roof replacement will be covered. Where

units differ by more than 10% in size, the proration should be based on percentage of square footage within each unit compared to the total interior square footage of all other units in the structure. Shared common areas should not be counted in the denominator for the pro rata calculation.

Scenario 3. The Program Administrator determines that the owner is not income eligible, but the renters are. In this case, the rental units are eligible for rehab, but the owner's is not. If a rehab activity is undertaken which affects all of the units in the house (e.g., replacement of roof), the HIP will only cover a prorated percentage of the cost. For example, in a four-family home, only 75% of the cost of roof replacement would be covered. Where units differ in size, the proration is based on percentage of square footage.

If any of the conditions above apply to a particular applicant's case, CGP&H sends a letter that explicitly identifies which of the units is eligible for rehabilitation, as well as specifies any applicable percentage of the hard costs of rehabilitation between the program and the homeowner. The homeowner's monetary contribution is to be paid prior to the start of construction at the preconstruction conference in the form of a money order or certified check made payable to the contractor. The payment is held by the program until the work is satisfactorily completed, at which time the program will release the payment to the contractor.

Investor Properties:

The Program Administrator determines the tenant income for eligibility. The owner's income is not applicable for eligibility review because the owner does not occupy the property getting repair assistance via the Program. Instead, the owner of an investment property pays a set required direct contribution toward construction cost rather than the above prorated portion for owner-occupied multiple family properties. Refer to section IV-C.

H. Eligibility Certification

After the Program Administrator has determined that the household is income eligible and meets all other eligible requirements, the Program Manager will complete and sign the Eligibility Certification. This certification is valid for six months starting from date of eligibility certification. A Construction Agreement must be signed within this time period. If not, the Program Administrator must reevaluate the household's eligibility.

After the household is certified as income eligible, the Homeowner/Program Agreement will be executed between the homeowner and the Municipality.

If an applicant is determined ineligible, for any reason, the Program will issue a Notice of Ineligibility explaining the reason for the ineligibility determination and case termination.

I. Housing Inspection/Substandard Certification/Work Write Up/Cost Estimate

The Program Inspector will perform a comprehensive inspection to determine what work items are necessary to bring the home up to code, as identified in section III C. Photos will be taken at the comprehensive inspection to document existing conditions. As a result of the comprehensive inspection, the Program Inspector will prepare a work write-up and cost estimate. All repairs needed to bring the home up to code will be identified. To the extent that the budget may permit, home weatherization will also be included. This work write-up will include a breakdown of each work item by category and by location in the house. The work write-up will contain information as to the scope of work and specifics on materials such as type, quantity and cost. A total cost estimate will be calculated for each housing unit. In the event that not all items can be accomplished due to program funding caps, the Program Inspector will establish a priority repair system which addresses the code violations before the non-code violations. The HIP's policy is to create Work Write-Ups and Cost Estimates that fall within the HIP funding caps. In unusual hardship cases and when the cost to correct all code violations exceeds the program funding limit, the HIP will seek the homeowner's monetary contribution. If the homeowner is unable to contribute funds or obtain funds from another funding source, refer to Section IV *Special Needs Waivers for Higher Cost Rehabilitation Projects.*

For houses built prior to 1978, refer to Section VII Lead Base Paint (LBP).

J. Contractor Selection

The homeowner, with the approval of the Program Inspector, will select the contractor. The Housing Rehabilitation Specialist will provide the homeowner with a copy of the work write up and the Program contractor list. The homeowner will complete the Work Write-Up Review Form indicating review and approval of the work write-up and advising of any contractors currently on the Program contractor list that the homeowner does not wish to have notified of the availability of the bid package. If the homeowner wishes to solicit a bid from a contractor not currently on the Program contractor list, the homeowner will provide the contractor's name, address and telephone number on the Work Write-Up Review Form. Any contractors that have not been previously qualified are eligible to participate but must submit their qualifications as well as their bid in the bid package.

The Housing Rehabilitation Specialist will notify at least three (3) currently active contractors that a bid package for the property is available. Each contractor must contact the Housing Rehabilitation Specialist to obtain a full bid package and the contractor must submit a bid to the Housing Rehabilitation Specialist by the submission deadline (usually within three (3) weeks of

the date of the bid notification letter). All submitted bids will be opened and recorded by the Program Administrator at a meeting open to all interested parties.

The submitted bids will be reviewed by the homeowner and the Program Inspector. Generally, the lowest responsible bid from a qualified contractor will be chosen. If the homeowner selects a higher bid, he/she must pay the difference between the chosen and the lowest responsible bid.

The Housing Rehabilitation Specialist will email the following documentation to the Qualified Purchasing Agent, with a copy to the Township Administrator, the:

- Bid Tabulation sheet of all bids received
- Submitted contractor bids
- Awarded contractor including Contractor Award Checklist
- For each contractor's first award in a calendar year, will also include awarded contractor Business Registration Certificate (BRC), W-9 and a contractor signed Pay-To Play form.

Contractor award is passed via a Resolution by Township Council. The Township will provide the Housing Rehabilitation Specialist with a copy of the Resolution for placement in the case file.

K. Pre-Construction Conference/Contract Signing

The Program Inspector will conduct a pre-construction conference with the homeowner and contractor. Prior to the pre-construction conference the homeowner will be provided with copies of the loan documents and the Construction Agreement and the contractor will be provided with a copy of the Construction Agreement for review. At the time of the pre-construction conference, the scope of work will once again be reviewed. The homeowner and contractor responsibilities will also be reviewed, as well as the program's construction procedures and program limitations. The homeowner and contractor will each sign the Construction Agreement and receive copies. The homeowner will sign and receive copies of the Mortgage and Mortgage Note in the amount of the HIP subsidy. For rental properties, the property owner will also sign the Deed Restriction.

If the homeowner is providing any funds for the rehabilitation of his/her home, those funds must be provided at the time of the pre-construction conference in the form of a certified check or money order made payable to the contractor. The check will be held by the Program and will be applied towards the contractor's first progress payment.

The contractor will be provided with information regarding the Lead-Based Paint Poisoning Prevention Act (4a.USC 483 1 (b)). The homeowner will be advised of the hazards of lead base

paint in houses built prior to 1978 and provided with the EPA booklet Renovate Right. Both contractor and homeowner will each sign the respective Certifications. Additionally, for houses built prior to 1978, Section VII Lead Base Paint (LBP) applies.

Following the Pre-Construction meeting, the Housing Rehabilitation Specialist will provide the Township with a copy of the first three pages of the Construction Agreement which includes an itemized price list of the work.

It is the contractor's responsibility to ensure all required permits are applied for prior to the start of construction and, if applicable, at the time of any change orders.

The construction permitting process is handled by the municipality's Construction office.

L. Initiate Township Voucher

Upon issuance of the contractor award Resolution, the Township Qualified Purchasing Agent will provide the Housing Rehabilitation Specialist with a copy of the blanket purchase order and contractor award resolution for placement in the applicable case file. Additionally, for each construction job, the Township Purchasing Agent will provide the Housing Rehabilitation Specialist with two blank Township payment vouchers (for future drawdown of two potential payments) for the Contractor to sign at the pre-construction conference at time of contract signing. The Contractor's signed Township payment vouchers will be held by the Housing Rehabilitation Specialist until construction progress is sufficient to submit to the municipality for each payment.

M. Progress Inspections

The Program Inspector will make the necessary inspections of the progress of property improvements. Inspections are necessary to ensure that the ongoing improvements coincide with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Program Inspector when a minimum of 40% of the total contract work is completed. The Program Inspector will schedule the inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the work is ready for inspection.

If work passes the satisfactory progress inspection, the Housing Rehabilitation Specialist will follow the procedures spelled out in Section V *Payment Structure and Process* to process a contractor's progress payment request.

The Program Inspector will notify the contractor and the homeowner in writing of any work deficiencies discovered during the progress inspection. Work deficiencies must be corrected prior to the contractor's request for the next inspection.

For houses built prior to 1978, a work item marked LSWP (Lead Safe Work Practices) cannot be paid for until the work item passes lead clearance. Refer to Section VII *Lead Base Paint (LBP)*.

N. Change Orders

If it is determined during rehabilitation that a change from the original work write-up is required, a Program Change Order Authorization form must be completed and approved by the homeowner, the contractor, the Program and the Township. The Housing Rehabilitation Specialist will forward the executed change order to the Township for approval via Resolution by Township Council. If the change order work discovery is urgent, such as during roof tear off and cannot wait until the next Council meeting, it will be submitted for Township's preliminary special needs approval prior to Resolution at upcoming Council meeting.

The contractor will be notified by the Housing Rehabilitation Specialist of the results, and no change order work should be undertaken by the contractor until he has received a copy of the fully executed Change Order Authorization or the contractor risks non-payment for the change order work.

O. Final Inspection

Prior to requesting a final inspection, it is the contractor's responsibility to:

- Properly close out all the permits and to provide proof of closed out permits to the Housing Rehabilitation Specialist via the municipal Certificate of Approval;
- Deliver to the homeowner a complete release of all liens arising out of the Construction Agreement, a receipt in full covering all labor, materials and equipment for which a lien could be filed or a bond satisfactory to the owner indemnifying owner against any lien; and;
- Provide the homeowner with all applicable warranties for items installed and work completed during the course of the rehabilitation.

Once the contractor has provided the Housing Rehabilitation Specialist with all required job closeout forms, the contractor will be responsible to request the program's final inspection. The Program Inspector will schedule the final inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the rehabilitation work has been completed and is ready for inspection. The Program Inspector will then conduct a final inspection to certify that the required property improvements are complete. The homeowner will be present during the final inspection and the contractor will be present if there are issues to resolve.

Only 100% completed line items will be inspected and considered for payment. If the work passes satisfactory final inspection, the Housing Rehabilitation Specialist will follow the procedures spelled out in Section V *Payment Structure and Process* to process the contractor's final payment request.

For houses built prior to 1978, a work item marked LSWP (Lead Safe Work Practices) cannot be paid for until the work item passes lead clearance. Refer to Section VII *Lead Base Paint (LBP)*.

If the Program Inspector identifies any work deficiencies during the final inspection, the Program Inspector will notify the contractor and the homeowner of the deficiencies in writing and the value of said deficiencies will be deducted from the final payment request. Work deficiencies discovered during the final inspection will require the Program Inspector to conduct a subsequent inspection upon contractor's correction of deficiencies. The Rehabilitation Program reserves the right to hold the contractor responsible to pay the cost of any additional inspections beyond the final inspection at a rate of $350 per inspection for prematurely requesting the final inspection with the work not 100% completely done in a workman-like manner. Additional inspections are those in excess of the one progress inspection and the final inspection which are needed to inspect corrected deficiencies. The contractor must issue the failed final inspection penalty payment directly to CGP&H via a check prior to the program inspector scheduling and repeating the final inspection process. CGP&H will notify the municipality each time a penalty is levied.

The Program lien period will commence upon satisfactory completion of the final inspection. Photographs will be taken of the rehabilitated housing unit by the Program Inspector at the time of the satisfactory final inspection.

P. Payment Structure and Process

The Township will issue all payments, which will be made according to the following schedule:

One progress payment (representing a minimum of 40% of total contract work completed) will be paid. Upon completion of one hundred percent (100%) of the rehabilitation work, the contractor is eligible for final payment of the contract price.

Upon a satisfactory program inspection, and confirmation from the Housing Rehabilitation Specialist that all Contractor's documents have been submitted according to program procedures, the Housing Rehabilitation Specialist will submit to the Qualified Purchasing Agent:

- Program's Request for Payment form with Owner's and Program's written approval
- The Township blank voucher signed by the contractor for the Purchasing Agent's completion.

- Copy of change order, if one occurred

The Township retains the right to make payments to the contractor without homeowner approval should the homeowner become unavailable to sign the Program contractor payment form due to illness, absence or refusal to sign. In such instance, the Program shall make reasonable attempts to contact the homeowner. If such efforts are not successful within a two-week period from the final inspection date, the Program shall advise the Township, provide documentation of efforts to obtain homeowner approval, and may authorize contractor payment without homeowner sign-off, to not hold up payment rightfully due to the Contractor.

The Housing Rehabilitation Specialist is to submit the contractor payment request to the applicable municipal staff and, if acceptable, the payment request will be placed on the upcoming Bill Night agenda. The Township will forward to the Housing Rehabilitation Specialist a copy of the executed payment to the Contractor for case file records.

Upon job completion, the combined Township payments will total the Construction Agreement, including all applicable change order(s) if any, and minus Owner contribution, if any. The combined Township payments will also match the final Township Voucher amount. Progress and final payments will be made payable to the Contractor.

Q. Standard Certification

A Certificate of Approval issued by the municipal construction official at the time the contractor closes out the rehabilitation construction permits, will confirm the scope of rehabilitation work has been completed and that the housing unit is now up to code standard. The contractor is to provide the Certificate of Approval to the Housing Rehabilitation Specialist when requesting the final inspection. The Housing Rehabilitation Specialist will ensure that a copy of the Certificate of Approval is placed in the case file.

R. Record Mortgage Documentation

At construction completion, the Housing Rehabilitation Specialist shall attach a copy of the contractor's final payment form as Schedule B to the program mortgage to document the commencement date of the program lien period. The Housing Rehabilitation Specialist will forward the executed mortgage to the Municipal Housing Liaison and the Township's Attorney for recording. The Township will promptly file the mortgage with the County Clerk. For rental properties, the Deed Restriction will also be recorded.

S. File Closing

The Housing Rehabilitation Specialist will close the homeowner's file after the final payment is made and the mortgage, and when applicable, Deed Restriction is/are returned from the County with recorded date, book and page.

The Housing Rehabilitation Specialist will send the homeowner a case closeout letter explaining the warranty period, importance of program documents for personal record keeping, explaining the homeowner's responsibility to continue to maintain the home, providing the homeowner with a home maintenance checklist as guidance, thanking the owner for program participation, and encouraging him/her to recommend the program to other households in the community and, when applicable, reminding owner of the affordable housing rental requirements listed in the program lien documents and deed restriction.

T. Requests for Subordination

Mahwah may agree to subordination of its lien if the mortgage company supplies an appraisal showing that the new loan plus the balance(s) on all unpaid loans (including the value of the rehabilitation assistance) does not exceed ninety-five (95%) of the appraised value of the unit. If the homeowner is simply refinancing their primary mortgage to a lower interest rate and not "cashing out" any equity, Mahwah will subordinate up to 100% of the appraised value.

The fee to process subordination requests will be paid by the homeowner directly to the Program Administrator in accordance with the fee set forth in the program administration contract.

VI. CONTRACTOR REQUIREMENTS AND RECRUITMENT

A. Marketing

The Program will coordinate with the Township to advertise the availability of construction work on the Township's website and display a contractor outreach poster and handouts in the municipal building, including the local construction office. The contractor outreach material will be posted on CGP&H's www.hip.cgph.net website and via CGP&H's HIP social media.

If determined needed, additional outreach may include CGP&H outreach to home improvement contractors registered with Consumer Affairs who are geographically near or in the municipality, outreach via the local newspapers and through the posting of community notices, and advertising the availability of construction work by posting information at local building supply dealers.

All interested contractors will have the opportunity to apply for inclusion on the Program contractor list, which will be made available for the homeowner's use in selecting rehabilitation contractors.

B. Contractor Qualifications

To qualify, contractors must meet the following minimum requirements:

- Contractors must carry at least $1,000,000 in general liability insurance. The Contractor shall carry full workmen's compensation coverage including Employer's Liability limits of at least $500,000 and statutory state coverage for all his/her employees and those of his/her subcontractors engaged in program rehab work. The Contractor must provide the Housing Rehabilitation Specialist with a certificate of insurance naming the Program as Certificate Holder, and naming the Municipality and CGP&H as additional insureds at time of program job award; and
- At least three favorable references on the successful completion of similar work; and
- The Contractor's State Business Registration Certificate; and
- Current Consumer Affairs Home Improvement Contractor license; and
- Applicable lead certifications for contractors working on houses built prior to 1978. As identified in the scope of work, the contractor must comply with HUD 24 CFR Part 35 and the EPA RRP Rule regarding certification; and
- If claiming prior experience with local, state or federally funding housing rehabilitation programs, a record of satisfactory performance in a neighborhood rehabilitation program or other federal/state programs; and
- Appropriate licenses; e.g. plumbing, electrical.

Contractors must also complete a Contractor Qualification Form. The contractor's qualifications will be reviewed and the references cited will be checked by the Program Inspector before the contractor is awarded a job.

Additionally, CGP&H will also conduct periodic contractor orientation sessions via Zoom. Contractors who are new to the program are required to attend an orientation session either via Zoom, PowerPoint handout or one-on-one with the Program Inspector.

VII. Lead Based Paint (LBP):

Though lead remediation is not a DCA requirement for the HIP or for state rehab credit, for the purpose of rehabilitation, the Township of Mahwah has made a local decision to implement a lead safe component into the HIP as an eligible activity for the occupants' health concerns. Mahwah is opting to follow the lead based paint (LBP) provisions in accordance with HUD regulations 24 CFR Part 35 Lead-Safe Housing Rule for lead hazard reduction. To that end, all Program assisted homes constructed prior to 1978 will be tested for lead-based paint and will also be inspected by a certified risk assessor.

Housing rehabilitation exemptions from lead-based paint regulations are as follows:

- Residential structures built after January 1, 1978
- Emergency action activities
- Properties found not to have lead-based paint during earlier testing that meets the requirements of prior evaluations
- Properties where all lead-based paint has been identified and removed using approved methods
- Rehabilitation that does not disturb paint

At the appropriate time, the Program will provide the homeowner with copies of the following:

- Lead Hazard Information Pamphlet
- Property Owner Disclosure (distributed to owners of a unit known to contain lead-based paint or lead-based paint hazards for disclosure to tenants or prospective purchasers)
- Notice of Lead Hazard Evaluation or Presumption
- Notice of Lead Hazard Reduction Activity including Clearance

Any properties not inclusive of the aforementioned exemptions and applying for program assistance will be inspected by the appropriate professional to identify and evaluate lead hazards. If hazards are identified, the program will then determine the following:

- Required level of lead hazard reduction
- What methods will be used to reduce or eliminate the hazards

The HIP is not federally funded. The Program has opted though to utilize the federal guidelines. Emergency cases are exempt. The program cases will fall into the >$5,000 < $25,000 category of HUD guidelines below.

Amount of Program Assistance	>$5,000 < $25,000
Approach to Lead Hazard Evaluation and Reduction	Identify and control lead hazards
Notification	Yes
Lead Hazard Evaluation	Paint Testing of surfaces to be disturbed by rehabilitation and a Risk Assessment of entire unit
Lead Hazard Reduction	Interim Controls Safe work practices Clearance of unit

The lead hazard reduction will always include safe work practices and clearance and will also include one or more of the following:

- Paint Stabilization
- Interim Controls (or Standard Treatment)

The occupants will be notified of the Program's determination. Prior to the rehabilitation and lead based paint hazard work going out for contractor bids, the Program will determine the type of contractor needed to complete the work required. The lead paint hazard reduction work will be identified in the work specifications. The Program staff, homeowner and contractor(s) awarded the job will review the key aspects of the lead hazard reduction during the pre-construction conference.

The awarded contractor(s) will perform safe work practices at all times which includes but is not limited to:

- Occupant protection
- Work site preparation
- Daily cleanup
- Safe work practices
- Worker protection

Additionally, for houses built prior to 1978, contractors must comply with the Environmental Protection Agency Renovation, Repair and Painting Rules (40 CFR Part 745) when any work item is marked with (EPA-RRP Rule) in the work specifications.

The requirements related to Section VII are spelled out in the General Conditions of the work specifications.

Occupants will be notified of any lead-hazard reduction measures that were taken. Subsequent to the program's final inspection, the Lead-based Paint Inspector will conduct a clearance examination including dust samples to confirm the unit is safe for occupancy and that lead hazard reduction was performed according to the Program's work specifications. If the lead clearance test fails, the unit has to be cleaned again and retested. The contractor will bear the financial responsibility of all additional cleaning and clearance testing required to pass the lead clearance.

Both Notices of Lead Hazard Evaluation and Lead Hazard Reduction will be provided to the occupants within 15 calendar days of the date the Program receives the evaluation report or the date the lead hazard reduction work is completed.

The Program may refer homeowners of houses built prior to 1978 to the NJ Department of Community Affairs (DCA) Lead Assistance Programs found at this link https://www.nj.gov/dca/dhcr/offices/leadsafe.shtml for lead-based paint hazards remediation needs.

VIII. Rental Procedures:

Rental units are subject to Uniform Housing Affordability Controls (UHAC) promulgated by the New Jersey Housing and Mortgage Finance Agency at N.J.A.C.5:80-26 et seq, the amended Fair Housing Act at N.J.S.A. 52:27D-301 et seq., the Fair Housing Act Regulations promulgated by the Department of Community Affairs, Division of Local Planning Services ("LPS") once the rental units are rehabilitated. In addition to the mortgage and mortgage note, the controls on affordability shall be in the form of a deed restriction.

- If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit be rented to an income eligible household at an affordable rent and affirmatively marketed pursuant to UHAC.

- If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to UHAC.
- Rents in rehabilitated units may increase annually based on the standards in UHAC.
- At the time of application, applicant households and/or tenant households shall be subject to income eligibility determinations in accordance with UHAC.

The municipality's Administrative Agent will administer the rental affordability controls during the 10-year affordability period for each rental property assisted. Landlords are responsible to pay income certification fees for re-rentals.

IX. MARKETING STRATEGY

In coordination with the Township, the Program Administrator will employ a variety of proven strategies, as needed, to advertise the program within Mahwah to establish the program's applicant pool/wait list for the program openings. The marketing strategy/plan possibilities include but are not limited to:

- Creation and distribution of program homeowner outreach posters, flyers and handouts
- Place program outreach material on the Township's website and, if available, social media
- Place program outreach material on CGP&H's HIP website and social media
- Obtain Mahwah homeowners from the Bergen County Home Improvement Program.
- Municipal E-newsletter and paper newsletter (if available)
- Appending announcements and/or flyers to other municipal mailings as they become available (tax, etc) or direct mailing, if approved by the municipality
- Municipal email blasts (if available)
- Program marketing will be distributed to local community organizations and major employers including religious organizations, civic groups, senior group, ethnic organizations, etc.
- Free local cable TV advertising (when available)
- Periodic Press releases

- Program group presentations to community organizations or at the Township Municipal Building to prospective homeowners and even to local contractors
- Paid newspaper advertisements (last resort) when deemed necessary and appropriate.

The order of method used will be analyzed to implement the most effective combination of strategies. Extensive marketing efforts are essential for all successful housing rehabilitation programs to meet their productivity objectives.

Available rental units assisted via the HIP will be affirmatively marketed in accordance with the Township of Mahwah Affordable Housing Affirmative Marketing Plan.

X. MAINTENANCE OF RECORDS AND CLIENT FILES

A. Programmatic Recording

The Program files will include:

- The policies and procedures manual, which will also be updated when applicable.
- An applicant pool will be maintained by the program staff to track intake of the people interested in the program and the corresponding outgoing application invites.
- A rehabilitation log will be maintained by the program staff that depicts the status of all applications in progress. The program staff will provide the rehab log to the Municipality quarterly.

B. Participant Record Keeping

The Program will be responsible for ensuring that individual files for each unit are established, maintained and then submitted to the municipality upon completion. Each completed file will contain a minimum of the following:

- Checklist
- Application form
- Tenant Application form (Rental Units Only) including rental lease
- Proof of ownership
- Income verification (for all households)

- Proof of currency of property tax and water/sewer accounts
- Proof of homeowner extended coverage/hazard insurance (Declaration Page)
- Proof that the municipal lien plus the total of other liens does not exceed the market value of the unit.
- Certification of Eligible Household or Notice of Ineligible Household (whichever is applicable)
- Homeowner/Program Agreement
- Certificate of Substandard
- Work Specifications/Cost Estimate aka Work Write-Up
- Letter: forward Lead Hazard Evaluation Notice to homeowner (if applicable)
- Homeowner Confirmation of Receipt of Lead Hazard Evaluation Notice (if applicable
- Bid Notice
- Contractor bids
- Bid Tabulation
- Construction Agreement
- Mortgage and Mortgage Note, and for rental properties, Deed Restriction
- Notice of Right of Rescission
- Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet
- Contractor Confirmation of Receipt of Lead Paint Notice
- Copies of all required permits
- Change orders, if any
- Work progress and final inspection reports
- Copies of contractor payment documentation
- Letter: forward Lead Hazard Reduction Notice-Lead Clearance Report to homeowner (if applicable)

- Homeowner Confirmation of Receipt of Lead Hazard Reduction Notice (if applicable)
- Photographs (Before and After)
- Photographs (Before and After)
- Close-out documents
- Certification of Approval

C. Reporting to the Municipal Housing Liaison

For each unit the following information must be retained to be reported annually:

- Street Address
- Block/Lot/Unit Number
- Owner/Renter
- Income: /Low/Mod
- Final Inspection Date
- Funds expended on Hard Costs
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls
- Length of Affordability Controls (yrs)
- Date Affordability Controls removed
- Reason for removal of Affordability Controls

The Program Administrator will provide each completed unit's data for annual state online monitoring.

D. Financial Recordkeeping

Financial recordkeeping is the responsibility of the Municipal Housing Liaison, with assistance from the Administrative Agent, as may be requested from time to time.

XI. HOUSING ADVISORY COMMITTEE AND APPEALS PROCESS

In homeowner/contractor disputes, as well as disputes with regard to staff decisions, a Housing Advisory Committee (which is the Township's Affordable Housing Sub-committee) formed by the Township will act as a mediator to resolve the differences. Homeowners involved in a dispute will be instructed to submit their concerns in writing. The homeowner may request a hearing conducted by the Housing Advisory Committee. All Housing Advisory Committee decisions are final.

Additionally, the Housing Advisory Committee may decide on cases that are not clearly determined via the Policy and Procedures Manual, requiring either a change to the Manual, a waiver approval or waiver denial. During this process, when discussing case specifics with and among Committee members, the confidentiality of the individual homeowner will be protected by use of case numbers rather than names.

XII. CONCLUSION

If the procedures described in this manual are followed, the Township of Mahwah's Home Improvement Program should operate smoothly and effectively. Where it is found that a new procedure will eliminate a recurring problem, that procedure may be incorporated into the program operation. In addition, this manual may be periodically revised to reflect changes in local, state and federal policies and regulations relative to the Home Improvement Program.

APPENDIX A - LIST OF PROGRAM FORMS

- Application Transmittal Letter
- Program Information Handout
- Application for Assistance- Homeowner
- Application for Assistance- Landlord (Investor)
- Application for Assistance- Tenant
- Eligibility Release Form
- Checklist
- Special Needs Waiver (Eligibility Requirements)
- Special Needs Waiver (Exceed Program Limit)
- Certification of Eligible Household
- Eligibility Determination Form
- Notification of Eligibility
- Notification of Ineligibility
- Homeowner/Program Agreement
- Certificate of Substandard
- Certificate of Substandard – Emergency Situation
- Letter: forward work write-up and contractor list to homeowner
- Work Write-Up review form
- Request for Rehabilitation Bid
- Affidavit of Contractor
- Subcontractor Bid Sheet
- Bid Tabulation/Contractor Selection
- Construction Agreement
- Mortgage
- Mortgage Note – single family, multi family, investor versions
- Notice of Right of Rescission
- COAH Deed Restriction (when applicable)
- Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet
- Contractor Confirmation of Receipt of Lead Paint Notice
- Notice to Proceed
- Contractor's Request for Final Inspection
- Change Order Authorization
- Certificate and Release
- Closeout Statement

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #150-26
DATE: March 12, 2026

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

WHEREAS, by Resolution #396-24, dated November 7, 2024, the Township Council awarded a contract with Ward Apparatus, LLC, as an authorized vendor of HGAC National Purchasing Contract #FS-12-23 for the purchase of one (1) Ward Rescue Support Vehicle, Responder Series 10' All Aluminum Walk-Around Rescue on Ford F450 Gas, 2 Door 4 x 2 Chassis with Options, in the amount not-to-exceed $355,003.00, in accordance with the quoted HGAC Contract Pricing Worksheet dated October 14, 2024; and

WHEREAS, by Resolution #197-25 dated May 5, 2025, the Township Council awarded Change Order #1 to increase the contract amount by $4,532.00 based on pre-construction updates and necessary changes; and

WHEREAS, Ward Apparatus, LLC has submitted Change Order #2 on February 5, 2026 which approved an alternate tire model to be used instead of the proposed discontinued model, resulting in no change in cost; and

WHEREAS, Ward Apparatus, LLC has submitted Change Order #3 dated March 5, 2025, for a decrease in the contract amount by $19,515.90 to delete the requirement of supplying and installing Motorola Radio equipment, which will then be purchased from Motorola directly by the Township; and

WHEREAS, in accordance with N.J.A.C. 5:30-11.3, the total number of change orders has not caused the originally awarded contract price to be exceeded by more than twenty percent (20%).

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mahwah that Change Order #3 be hereby approved and that the aforesaid, not-to-exceed Contract amount be and is hereby decreased by $19,515.90 to a final amended, not-to-exceed Contract amount of $340,019.10.

BE IT FURTHER RESOLVED, that the amended Contract amount of $340,019.10 shall not be exceeded without the further authorization of the Governing Body and the CMFO has certified that funds are available; 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; Mahwah Fire Chief and Ward Apparatus, LLC, 1250 Schweizer Road, Horseheads, NY 14845.

CERTIFICATION

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 this 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

WARD APPARATUS
1250 Schweizer Road
Horseheads, NY 14845

CONTRACT CHANGE ORDER FORM

Customer:	**Mahwah RS1 10' Rescue**	**Change Order #**	**247132-3**
Unit #:	**247132**	**Date:**	**3/9/2025**

SELECT	ITEM #	CHANGE ORDER DESCRIPTION	QTY.	PRICE	TOTAL
1	1	Delete requirement to supply and install Motorola Radio equipment.	1	-$19,515.90	-$19,515.90
TOTAL CHANGES TO CONTRACT			***Add/(Credit)***		***-$19,515.90***

Customer Approved _____ Date _____

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION: #151-26
DATE: MARCH 12, 2026

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

See attached Amended Temporary Capital Budget, consisting of one (1) page.

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 the 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

Resolution No. 151-26

MAYOR AND COUNCIL

Adopted: March 12, 2026

MAHWAH, NEW JERSEY
AMENDED TEMPORARY CAPITAL BUDGET

WHEREAS, the Division of Local Government Services requires the adoption of a Local Capital Budget, and
WHEREAS, the local capital budget for the year 2026 has not been adopted, and,
WHEREAS, it is desired to adopt an amended temporary capital budget for the year 2026,
NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Mahwah, that the following capital budget be amended as follows:

RECORDED VOTE: (Insert Last Names) AYES { NAYS { ABSTAIN { ABSENT {

CAPITAL BUDGET (Current Year Action)
2026

(1) PROJECT	(2) PROJECT NUMBER	(3) ESTIMATED TOTAL COSTS	(4) AMOUNTS RESERVED IN PRIOR YEARS	PLANNED FUNDING SERVICES FOR CURRENT YEAR 2021					6 TO BE FUNDED IN FUTURE YEARS
				5a 2025 Budget Appropriations	5b Capital Improvement Fund	5c Capital Surplus	5d Grants in Aid and Other Funds	5e Debt Authorized	
General Capital Improvements:									
Road Improvements		$1,355,000.00			$66,000.00			$1,289,000.00	
Acquisition of Police SUV's		$291,000.00			$16,000.00			$275,000.00	
Acquisition of Fire Dept. SUV		$131,000.00			$8,000.00			$123,000.00	
Acquisition of Fire Truck		$1,223,000.00			$60,000.00			$1,163,000.00	
Technology Upgrades		$247,500.00			$12,375.00			$235,125.00	
TOTAL GENERAL CAPITAL		$3,247,500.00			$162,375.00			$3,085,125.00	
Water & Sewer Utility Improvements:									
Technology Upgrades		$225,000.00						$225,000.00	

BE IT FURTHER RESOLVED that the above item(s) will be provided for in the 2026 Capital Budget, and,
BE IT FURTHER RESOLVED that two certified copies of this resolution be filed forthwith in the Office of the Director of Local Government Services.
It is hereby certified that this is a true copy of a resolution adopting a temporary capital budget by the governing body on the 12th day of March, 2026.
Certified by me
March 12, 2026 (Date) _____
Carolyn George, Municipal Clerk

TRENTON, NEW JERSEY
APPROVED _____, 2026

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION: #152-26
DATE: MARCH 12, 2026

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

TRANSFER OF APPROPRIATIONS

WHEREAS, certain transfer of funds for various 2025 budget appropriations are necessary to cover anticipated expenditures; and

WHEREAS, N.J.S.A. 40A:4-58 provides for transfers from appropriations with an excess over and above the amount deemed to be necessary to fulfill the purpose for such appropriations, to those appropriations deemed to be insufficient;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Mahwah, that the transfers be made between the 2025 budget appropriations as follows:

	FROM	TO
CURRENT FUND		
GENERAL APPROPRIATIONS		
Operations - within "CAPS"		
Tax Collection:		
Salaries and Wages	30,000.00	
Computer Account:		
Other Expenses		30,000.00
Tax Collection:		
Salaries and Wages	10,000.00	
Liability Insurance:		
Other Expenses		10,000.00
Division of Law		
Other Expenses	60,000.00	
Liability Insurance		
Other Expenses		60,000.00
Fire Department		
Salaries and Wages	40,000.00	
Liability Insurance		
Other Expenses		40,000.00

Recycle Sanitation		
Other Expenses	40,000.00	
Liability Insurance		
Other Expenses		40,000.00
Sanitation Disposal		
Other Expenses	140,000.00	
Workers Compensation		
Other Expenses		140,000.00
	$320,000.00	$320,000.00

WATER FUND

Water:		
Other Expenses	20,000.00	
Water:		
Insurance		20,000.00
	20,000.00	20,000.00

SEWER FUND

Sewer Fund:		
Other Expenses	6,000.00	
Sewer Fund:		
Insurance Expenses		6,000.00
	6,000.00	6,000.00

AFFORDABLE HOUSING FUND

Affordable Housing:		
Other Expenses	30,000.00	
Affordable Housing:		
Liability Insurance		30,000.00
	30,000.00	30,000.00

BE IT FURTHER RESOLVED that the Township shall forward a copy of this Resolution to the Mayor, Business Administrator and Chief Financial Officer.

I hereby certify that this resolution consisting of two pages, was adopted at a meeting of the Township Council of the Township of Mahwah, 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION 153-26
DATE: March 12, 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, RESCINDING CONTRACT AWARD TO DOBCO, INC. FOR THE NEW DPW FACILITY PROJECT

WHEREAS, on November 24, 2025, the Township Council of the Township of Mahwah adopted Resolution No. 375-25, awarding a contract for the project known as the New DPW Facility (hereinafter the "Project") to Dobco, Inc. (hereinafter the "Contractor") as the lowest responsible bidder; and

WHEREAS, the performance of said contract is strictly contingent upon the Township's ability to provide and utilize certain essential design documents and specifications for the construction of the Project; and

WHEREAS, subsequent to the adoption of Resolution No. 375-25, the Project Architect, DiGeronimo P.C., withdrew its signed and sealed design documents from the Township, and the Township commenced litigation in the Superior Court of New Jersey, Chancery Division, Bergen County, Docket No. BER-C-000011-26, seeking injunctive relief compelling the Project Architect to restore its professional seal to the design documents; and

WHEREAS, in connection with that litigation, the Township and Dobco, Inc. entered into a Second Stipulation to Extend Time for Contract Execution in January 2026 (hereinafter the "Second Stipulation"), extending the deadline for contract execution to February 28, 2026, during which time Paragraph 5 of the Second Stipulation expressly preserved the Township's right to rescind the award should the underlying issues regarding the design documents not be resolved to the Township's satisfaction, including but not limited to the Project Architect's restoration of his professional seal to the design documents and the Project Architect's ability to serve as architect of record for the Project in good professional standing; and

WHEREAS, on February 18, 2026, the Superior Court entered an Order requiring the Project Architect to restore its professional seal to the design documents by February 27, 2026; thereafter, counsel for the Project Architect notified the Court that the Project Architect did not intend to comply with the Court's Order; and

WHEREAS, as a result of the Project Architect's failure and refusal to provide signed and sealed design documents, the underlying issues regarding the design documents have not been resolved within the time period provided by the Second Stipulation, and the Township Council has determined that rescission of the contract award is necessary and in the best interests of the Township and its taxpayers, consistent with the purposes of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and pursuant to the Township's reserved rights under Paragraph 5 of the Second Stipulation.

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

1. That Resolution No. 375-25, adopted on November 24, 2025, awarding the contract for the New DPW Facility to Dobco, Inc., is hereby rescinded and vacated.

2. That the Township shall take such steps as are necessary to determine how to move the New DPW Facility Project forward in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

3. That the Chief Financial Officer is hereby authorized and directed to immediately return the Bid Guarantee and/or Bid Bond submitted by Dobco, Inc.

4. That the Township Clerk is directed to forward a certified copy of this Resolution to Dobco, Inc.

This Resolution will take effect immediately.

CERTIFICATION

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 this 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #154-26
DATE: March 12, 2026

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

RESOLUTION AUTHORIZING EXECUTION OF SECOND MEMORANDUM OF AGREEMENT ADDENDUM TO PROVIDE THE MAHWAH BOARD OF EDUCATION WITH A SCHOOL RESOURCE OFFICER FOR AN ADDITIONAL YEAR THROUGH JUNE 30, 2026

WHEREAS, the Township and the Board entered into a Memorandum of Agreement ("MOA") for the Township to provide the Board with a School Resource Officer ("SRO") to be assigned to Mahwah High School for security and other purposes; and

WHEREAS, the first term of the MOA was from July 1, 2018 through June 30, 2021; and

WHEREAS, the parties extend the MOA four additional times - July 2021 through June 30, 2022, July 1, 2022 through June 30, 2023, and July 1, 2023 through June 30 2024, and July 1, 2024 through June 30, 2025; and

WHEREAS, the parties desire to extend the MOA for one (1) additional year; and

WHEREAS, under the MOA Addendum, the Board will pay the Township 50% of the SRO's cost, in the total amount of $107,327.05

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

1. The Mayor is authorized to execute, and the Township Clerk to attest, the Second MOA Addendum, attached hereto, between the Township of Mahwah and the Mahwah Board of Education.

2. A copy of the MOA Addendum will be kept on file in the Township Clerk's Office.
3. All terms and conditions are in accordance with the Second MOA Addendum and MOA dated June 25, 2018.
4. Certified copies of this resolution shall be forwarded to the Department of Community Affairs/Division of Local Government Services (DLGS), the Mahwah Board of Education, Superintendent of Schools, School Administrator, Township Administrator, CFO, Chief of Police, Personnel Department and any other interested parties.

This Resolution shall take effect immediately.

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 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

MEMORANDUM OF AGREEMENT ADDENDUM

This Addendum to the June 16, 2021 Memorandum of Agreement between the Mahwah Board of Education ("Board") and the Township of Mahwah ("Township") is made this _____ day of _____, 2026.

Whereas, the Township and the Board entered into a Memorandum of Agreement ("MOA") for the Township to provide the Board with a School Resource Officer ("SRO") to be assigned to Mahwah High School for security and other purposes; and

Whereas, the first term of the MOA was from July 1, 2018 through June 30, 2021; and

Whereas, the parties extend the MOA four additional times - July 2021 through June 30, 2022, July 1, 2022 through June 30, 2023, and July 1, 2023 through June 30 2024, and July 1, 2024 through June 30, 2025; and

Whereas, the parties desire to extend the MOA for one (1) additional year; and

Whereas, the MOA provides that it can be mutually extended by a writing signed by both parties;

Now, therefore, in consideration of the mutual promises and agreements set forth below, the parties agree as follows:

1. The MOA is hereby extended for one year for the term commencing on September 1, 2025 through June 30, 2026.

2. The Board agrees to pay the Township 50% of the total amount set forth below which represents one-half of the SRO's cost. Payments will be made by the Board to the Township on a monthly basis.

Year	Salary	Health*	Pension**	Medicare	Workers Comp	Total	BOE Portion	Township Portion
1	$139,412.53	$17,642.00	$52,427.37	$2,021.48	$3,150.72	$214,654.09	$107,327.05	$107,327.05

3. Section 12.9 of the MOA is amended to include the following language:

- A Certificate of Insurance will be secured and issued for the Township to the Board, evidencing Workers Compensation, Automobile Liability, General Liability (including Police Professional Liability) and Umbrella Coverage, naming the Mahwah Board of Education as an Additional Insured for the Liability coverages so noted.
- A Certificate of Insurance will be secured and issued for the Board to the Township, evidencing the Board's Liability and naming the Township as an Additional Insured as it relates to the obligations under the Agreement.
- Upon receipt, such Certificates will be distributed to both the District and the Township.

4. All other terms of the MOA shall remain unchanged unless amended by the parties in writing.

5. This addendum is subject to approval by the Board and the Township.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year above written.

Mahwah Board of Education

By: _____
Dr. Michael DeTuro, Superintendent

Date:

Township of Mahwah

By: _____
James J. Wysocki, Mayor

Date:

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

Resolution: 155-26
Date: March 12, 2026

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

BE IT RESOLVED, by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, that the Mayor and Municipal Clerk are hereby authorized and directed to execute the Temporary Shared Services Agreement between the Township of Mahwah and Borough of Lincoln Park for a Septic Consultant according to Mahwah Board of Health Resolution 2026-09.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be provided to the Borough of Lincoln Park, 34 Chapel Hill Road, Lincoln Park, NJ 07035 and copies to the Mayor, Business Administrator, QPA, Assistant to the Business Administrator, CMFO, and Mahwah Board of Health.

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 the 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #156-26
DATE: MARCH 12, 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, INDICATING INTENT TO ISSUE A PLENARY RETAIL CONSUMPTION LICENSE (HOTEL/MOTEL EXCEPTION) IN ACCORDANCE WITH N.J.S.A. 33:1-1 ET SEQ.

WHEREAS, N.J.S.A. 33:1-1 et seq. authorizes municipalities to issue new liquor licenses under certain conditions; and

WHEREAS, the Township Council has determined that it possesses the authority to issue a new Plenary Retail Consumption License (Hotel/Motel Exception) pursuant to N.J.S.A. 33:1-12.20, which authorizes issuance of such license to a hotel or motel that contains at least 100 guest sleeping rooms, irrespective of the municipal population restriction for licenses; and

WHEREAS, in accordance with N.J.S.A. 33:1-19.1, a municipality may hold a public bid for a Plenary Retail Consumption License (Hotel/Motel Exception), and establish a minimum bid and conditions of sale, with the reservation of the right to reject all bids where the highest bid is not accepted; and

WHEREAS, N.J.S.A. 33:1-12.20c authorizes the Township to establish a minimum bid not to exceed $25,000 plus $50 per sleeping room for issuance of such license; and

WHEREAS, the Township hereby advises of its intent to issue one such license, and to accept applications, bid deposits, and sealed bids to that end; and

WHEREAS, all bidders must be qualified to have an interest in a Plenary Retail Consumption License (Hotel/Motel Exception) under the standards set forth in the Alcoholic Beverage Control Act and regulations thereunder, N.J.S.A. 33:1-1 et seq. and N.J.A.C. 13:2-1.1 et seq., the Mahwah Township Code, and all applicable local ordinances, and specifically, must qualify under the Hotel/Motel exception set forth in N.J.S.A. 33:1-12.20; and

WHEREAS, the Township Council will award the license to the highest qualified bidder; and

WHEREAS, all bids must be submitted in a sealed envelope clearly marked "Plenary Retail Consumption License (Hotel/Motel Exception) Bid" and addressed to Carolyn George, Township Clerk, Richard J. Martel Municipal Center, 475 Corporate Drive, Mahwah, NJ 07430; and

WHEREAS, all bidders must submit a non-refundable application fee in the amount of $50 by check made payable to the "Township of Mahwah" with the bid; and

WHEREAS, the minimum bid is hereby established as not less than $25,000 plus $50 per guest sleeping room; and

WHEREAS, within five (5) days of the adoption of a resolution by the Mahwah Township Council accepting the highest qualified bid, the successful bidder must present a check to the Township Clerk, made payable to the "Township of Mahwah," in an amount equal to 50% of the bid amount as a good-faith deposit; and

WHEREAS, the ultimate issuance of the license is subject to the payment of the balance of the bid price, payment of the annual State and municipal licensing fees, satisfactory outcome of municipal background checks to investigate the source of funds used to purchase the license, the receipt of favorable State and/or federal criminal background checks, and the compliance with the publication, hearing and resolution requirement under N.J.A.C. 13:2-2.1 et seq. for the issuance of a license.

WHEREAS, the Mahwah Township Council reserves the right to reject all bids if the highest bid is not accepted.

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 Clerk is hereby directed to take any and all steps necessary to effectuate the issuance of a Plenary Retail Consumption License (Hotel/Motel Exception) in accordance with this Resolution and N.J.S.A. 33:1-1 et seq.
2. The Mahwah Township Council reserves the right to reject all bids if the highest bid is not accepted.
3. This Resolution shall be effective immediately.

CERTIFICATION

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 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #157-26
DATE: March 12, 2026

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

BE IT RESOLVED by the Township Council of the Township of Mahwah, James Keane, of 3 Brook Street, Suffern, NY, 10901 is hereby appointed as a Firefighter of the Mahwah Fire Department Fire Company #2.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Fire Chief and Firefighter Keane.

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 the 12th day of March, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President