

License No. GH1863



State of New Jersey
Department of Human Services
Office of Licensing

PROVISIONAL LICENSE

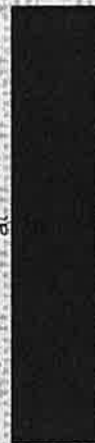
ADVANCING OPPORTUNITIES/CEREBRAL PALSY OF NEW JERSEY, INC.

1005 Whitehead Road Ext
Suite 1
Ewing, NJ 08638-2424

Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department,
is hereby licensed as a

Group Home Developmental Disability
for 3 individuals

at



This License is effective from 05/16/2014 to 04/30/2015.


Jennifer V. C. Commissioner
Office of Licensing

License Number GH1863



State of New Jersey
DEPARTMENT OF HUMAN SERVICES

**Group Home
LICENSE**

This is to certify that

NJ 07424

Operated by

ADVANCING OPPORTUNITIES/CEREBRAL PALSY OF NEW JERSEY, INC.

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,

and the regulations of this Department, is hereby licensed as a

for 3
(number)

Individuals

from
5/16/2014
(date issued)

effective to

4/30/2015
(expiration date)

A handwritten signature in black ink, appearing to read "Jennifer Velez".

Jennifer Velez, Commissioner, Department of Human Services

Appendix J | Administrative Agent Resolution

**BOROUGH OF WOODLAND PARK
PASSAIC COUNTY, NEW JERSEY
RESOLUTION R25-092**

MOTIONED BY: Councilman Torres
SECONDED BY: Councilman DeCesare

**RESOLUTION RE-APPOINT COMMUNITY GRANTS, PLANNING
AND HOUSING (CGP&H) AS ADMINISTRATIVE AGENT TO ADDRESS THE
BOROUGH OF WOODLAND PARKS AFFORDABLE HOUSING OBLIGATIONS**

WHEREAS, on May 1, 2024 the Mayor and Council re-appointed Community Grants, Planning and Housing (CGP&H) as administrative Agent to address the Borough's affordable housing obligation; and

WHEREAS, the Mayor and Council received an updated proposal from CGP&H for Administrative Agent General Services and desire to set forth various duties, terms and responsibilities; and

WHEREAS, the Mayor and Council and Borough Administrator have reviewed the proposal and hereby approve to re-appoint CGP&H as Administrative Agent General Services for all components of the Housing Element and Fair Share Plan; and


NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Woodland Park, County of Passaic, State of New Jersey, that

1. The Borough hereby approves the re-appointment of Community Grants, Planning and Housing (CGP&H), 101 Interchange Plaza, Suite 301, Cranbury, New Jersey 08512 as its Administrative Agent for all administrative services as per the Agreement to begin on February 28th, 2025 and terminate on February 27, 2026, at a cost to the Borough not to exceed \$14,500.00; and
2. That the Mayor and the Borough Administrator are authorized to execute the Agreement with CGP&H on behalf of the Borough of Woodland Park.
3. This Resolution shall take effect immediately.

Record of Mayor and Council Vote on Passage

	AYE	NAY	Abstain	Absent		AYE	NAY	Abstain	Absent
Chaabane	✓				Tiseo	✓			
DeCesare	✓				Torres	✓			
Gatti	✓				Mayor Kallert	✓			
Sica	✓								

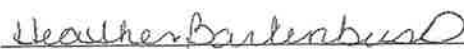
This resolution was approved by the Mayor and Council of the Borough of Woodland Park at a regular scheduled meeting held on the 19th day of March, 2025. Signed and sealed before me.


Sandra Olivola, Municipal Clerk

March 19, 2025

Dated

I, Heather Barkenbush, Chief Financial Officer for the Borough of Woodland Park do hereby confirm that there are sufficient funds available for said agreement T-24-56-850-000-801.


Heather Barkenbush, Chief Financial Officer

March 19, 2025

Dated

Appendix K | 1108 McBride Avenue 2023 Board Resolution

**BOROUGH OF WOODLAND PARK
ZONING BOARD OF ADJUSTMENT**

**MEMORIALIZATION RESOLUTION AS
TO APPLICATION NO. WDW-0012**

In the Matter of the Application of
TVH Properties, LLC
1108 McBride Avenue for Variance Relief
to Block 90, Lots 7, 8, 9 and 10
Application No. WDW-0012

WHEREAS, the Applicant proposed to renovate the existing two-story structure and construct a two-story addition to accommodate two (2) commercial spaces and a one-bedroom apartment on the first floor and three (3) one-bedroom apartments on the second floor; and

WHEREAS, the property is known as Block 90, Lots 7, 8, 9 and 10 on the Tax Map of the Borough of Woodland Park, commonly known as 1108 McBride Avenue; and

WHEREAS, the property is located within the Central Business Zone (CBD) Zone; and

WHEREAS, the property consists of four (4) rectangularly-shaped tax lot parcels located at 1108 McBride Avenue (Block 90, Lots 7, 8, 9 and 10) comprising approximately 7971 square feet. The premises are located on the northerly side of McBride Avenue, at the northwest corner of the four way intersection with Passaic Avenue and Memorial Drive. The site is accessed by way of an existing driveway along McBride Avenue, which services the existing site parking lot. The property is

bound by residential properties in all directions, including across both McBride Avenue and Passaic Avenue; and

WHEREAS, the existing site is currently occupied by a two-story frame/brick building, which contains first-floor commercial and office uses. The second story within the existing building appears to contain office space and residential space. Additionally, the premises contain an asphalt parking lot and walkways. The Applicant is proposing to renovate the existing two-story structure and construct a two-story addition to accommodate two (2) commercial spaces and a one-bedroom apartment on the first floor and three (3) one-bedroom apartments on the second floor. Additional site improvements include a landscaping area, drainage and parking lot improvements and concrete walkways; and

WHEREAS, the proposal requires "D" and "C" variances; and

WHEREAS, the following "D1" variance is required:

1. Section 22-4.4 via Section 22-15.1a. D(1) variance for use. The CBD Zone permits a variety of uses including "Multi-family residential above the first story of any structure in which the first floor is devoted to retail and/or service commercial use.

A d(1) Use Variance is required for the first floor apartment, which is not permitted in the CBD District; and

WHEREAS, the following "C" variances are required:

1. Section 22-4.6 via Section 22-15.1c. – Variance for number of parking spaces. The Applicant requires eleven parking spaces however seven parking spaces were proposed; and

2. Section 22-15.6a. – Variance for building wall partitions. The Ordinance does not permit building partitions within the front 25 feet as measured from the wall closest to the front lot line.

3. Section 22-15.7. – Variance for fencing. The Ordinance does not permit chain link fences in the CBD Zone.

The Applicant proposes a six-foot tall chain link fence with privacy slats as the trash enclosure.

4. Section 22-33.2. – Variance for shade trees. Based on the lot dimensions, the following number of shade trees are required:

Based on the Ordinance, a total of at least five shade trees are required.

The Applicant did not propose any shade trees along either street.

WHEREAS, the following pre-existing non-conforming conditions exist based on the information received:

1. Section 22-4.5 via Section 22-15.1b – The Ordinance requires a minimum front yard setback of zero feet and a maximum front yard setback of ten feet in the CBD Zone. The existing building has a 32.4 foot front yard setback to Passaic Avenue according to the Survey. This non-conformity will be eliminated by the proposed development.

2. Section 22-4.5 via Section 22-15.1b- The Ordinance requires a minimum coverage of 75%. The site currently has a lot coverage of 71.4%.

3. Section 22-15.11a.-The Ordinance does not permit off-street parking in front or side yards. The existing parking area is located in the side yard adjacent to the northern property line. It should be noted that the Applicant does not propose to modify the existing parking area except for proposed parking space striping.

4. Section 22-15.11b.-The Ordinance requires a ten-foot landscaped buffer for parking areas abutting a residential use. The subject property is adjacent to residential uses along the north and west property lines, which requires a ten-foot buffer to a parking area. The existing parking area is located 2.4 feet from the northern property line and 2.5 feet from the western property line.

5. Section 22-33.1a.- The Ordinance does not permit structures, activities, storage of materials, or parking of vehicles, within required buffers. As noted above, the existing parking area is located within the required ten-foot parking buffer required by Section 22-15.11b. The Applicant does not propose to modify the existing parking area except for proposed parking space striping.

6. Section 22-33.1b.- The Ordinance requires buffer areas to be planted and maintained with either grass or ground cover, together with a screen of shrubs or scattered planting of trees, shrubs or other plant material.

WHEREAS, the Applicant was represented by Richard Brigliadoro, Esq.; and

WHEREAS, the matter came on before the Board on July 24, 2023; and

WHEREAS, the Applicant presented the testimony of:

Pat McClland, Engineer

Bill Severino, Architect

Jill Hartmann, Planner

WHEREAS, members of the public were afforded the opportunity to question the Applicant's witnesses and no one appeared; and

NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of Adjustment of the Borough of Woodland Park that the following findings of fact and conclusions of law are made by the Board:

(1) That all of the Whereas Recitals set forth above are incorporated, as if set forth at length herein, as part of the Board's findings.

(2) That the application, plans and documents submitted herewith to the Board are made a part of this record.

(3) The granting of these variances demonstrate that they can be granted without substantial detriment to the public good and without impairment to the intent and purpose of the zone plan and ordinance of the Borough, especially in view of the Applicant accepting the conditions of approval below.

NOW THEREFORE BASED ON THE FOREGOING FINDINGS AND CONCLUSIONS, BE IT RESOLVED by the Zoning Board of the Borough of Woodland Park that the Applicant's request for a Variance to renovate the existing two-story structure and construct a two-story addition to accommodate two (2) commercial spaces and a one-bedroom apartment on the first floor and three one-bedroom apartments on the second floor pursuant to the plans and specifications filed with the Board is granted, subject to the following:

- (a) The Applicant shall be responsible for obtaining any and all other approvals from the County of Passaic or the State of New Jersey, or permits required by law, and shall comply with any requirements or conditions of such approvals and permits.
- (b) The Applicant must pay all fees and escrows due to the Borough of Woodland Park.
- (c) This approval is subject to the Applicant complying with the comments and recommendations of the Colliers Engineering and Design, as provided in their July 19, 2023 planning report. (Attached)
- (d) This approval is subject to the Applicant complying with the comments and recommendations of the Neglia Group, as provided in their July 14, 2023 review letter. (Attached)
- (e) If this property is located in the Historical District, the Applicant shall apply for and obtain a Certificate of Appropriateness by the Historic Preservation Commission before a permit is issued or before Applicant can commence work.
- (f) This Resolution is further conditioned upon the project being built as provided in the plans submitted before the Board. Any substantial changes to the plans will require the matter to come back before the Board. The Board and its professional reserve the right to determine whether any such changes meet the definition of "substantial".
- (g) The approval is subject to the Applicant complying with any directives of

the Borough Engineer regarding any drainage issues to the satisfaction of the Borough Engineer.

BE IT FURTHER RESOLVED that notice of this decision shall be published in the official newspaper of the Borough of Woodland Park.

BE IT FURTHER RESOLVED that the members of this Board of Adjustment who voted for said variances at its official public meeting held on the 24th day of July, 2023 do hereby **MEMORIALIZE AND CONFIRM** the foregoing findings of fact, determinations and decisions set forth in this Resolution of Memorialization as the official action taken by this Board on said date, in accordance with the provisions of N.J.S.A. 40:55D-10(g)(2) of the New Jersey Municipal Land Use Law this 25th day of September, 2023.

I hereby certify that this Resolution of Memorialization was duly adopted by a majority vote of the members of the Woodland Park Zoning Board of Adjustment who voted in favor of said decision, a quorum of the membership being present, at an official public meeting of said Board held on the 25th day of September, 2023.


RUTH PATTERSON, Chairperson

Vote for the Approval of Variances

Board Member	Motion	Second	Yes	No	Abstain	Absent
Brian Holland			x			
Phyllis Hornstra			x			
Russell Juzdan						x
Joseph Keating	x		x			
Sean Lijoi			x			
JoAnne Mitchell		x	x			
George O'Brien			x			
Ruth Patterson			x			
Janet Russo			x			

Vote for the Memorialization

Board Member	Motion	Second	Yes	No	Abstain	Absent
Brian Holland		✓	✓			
Phyllis Hornstra	✓		✓			
Russell Juzdan						
Joseph Keating						
Sean Lijoi			✓			
JoAnne Mitchell						
George O'Brien						
Ruth Patterson			✓			
Janet Russo						

Appendix L | 12 Browertown Road Contract of Sale,
Pro-forma, Construction Schedule, Draft Ordinance,
Resolution R25-173

CONTRACT OF SALE

1. PURCHASE AGREEMENT AND PROPERTY DESCRIPTION;

Estate of Maureen Mulroony by their Co-Administrators Andrew V. Mingione and Kristen L. Taffin, whose address is c/o 205 Rose Place, Woodland Park, New Jersey 07424, (hereinafter referred to as "Seller") agrees to sell to BOROUGH OF WOODLAND PARK, whose address is No. 5 Brophy Lane, Woodland Park, New Jersey, 07424 (hereinafter referred to as "Buyer"), at the price and terms stated below, the following property:

2. **PROPERTY.** The property (called the "Property") to be sold consists of the land and all the buildings, other improvements and fixtures on the land and all of the Seller's rights relating to the land and all personal property specifically included in this contract. The Real Property to be sold is commonly known as 12 Browertown Road, **Woodland Park, New Jersey, 07424**, shown on the municipal tax map of the Borough of Woodland Park, as Block 507, Lot 19 and 20.

3. PURCHASE PRICE.

The total purchase price is. \$770,000.00

4. MANNER OF PAYMENT.

Deposit paid by Buyer within ten days after conclusion of attorney review to be held by Buyer's Settlement Agent, in escrow until the closing of title and passing of deed. \$

The balance of the purchase price shall be paid by cash, certified check or Attorney's Trust Account check or Title Company's check on delivery of a Bargain and Sale Covenants v. Grantors Deed. Title to the Property will be free from all claims or rights of others. The deed shall contain the full legal description of the Property. At the same time, Seller will deliver the usual Affidavit of Title. Payment of the balance of the purchase price and delivery of the deed and affidavit of title occur at the closing. \$ _____

TOTAL PURCHASE PRICE. \$770,000.00

5. **TIME AND PLACE OF CLOSING.** The Buyer and Seller agree to make on or before _____, **2025**, the date for the closing. Both parties will fully cooperate so the closing can take place on or before the closing date. The closing will be held at the office of Buyer's attorney, _____ or by mail. The closing of title may take place by mail if agreed upon by Buyers & Seller.

6. **TRANSFER OF OWNERSHIP.** At the closing, the Seller will transfer ownership of the Property to the Buyer. The Seller will give the Buyer's a properly executed deed and an adequate affidavit of title. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the sale.

7. TYPE OF DEED. A deed is a written document used to transfer ownership of property. In this sale, the Seller agrees to provide and the Buyer agrees to accept a deed known as bargain and sale with covenants against grantors' acts.

8. QUALITY OF TITLE. The sale will be subject to easements and restrictions of record, if any and such state of facts as a accurate survey might disclose. Generally, an easement is a right of a person other than the owner of Property to use a portion of the Property for a special purpose. A restriction is a recorded limitation in the manner in which a Property owner may use his/her/their property. The Buyer do not have to complete the purchase, however, if any easement, restriction, or facts disclosed by an accurate survey would substantially interfere with the use of the Property for residential purposes. The sale will also be made subject to applicable zoning ordinances

Title to the Property shall be good, marketable and insurable, at regular rates, by a reputable title insurance company licensed to do business in the State of New Jersey, subject only to the claims and rights described in this Section and Section 4. Buyer agrees to order title insurance commitment (title search) and survey if necessary and to furnish copies to Seller. In the event Seller's title shall contain any exceptions other than as set forth in this paragraph, Buyer shall notify Seller and Seller shall have 30 days within which to eliminate those exceptions. If Seller cannot remove those exceptions, Buyer shall have the option to void this contract or to proceed with closing of title without any reduction in the purchase price. If Buyer elect to void this contract, the deposit money shall be returned to Buyer and Seller shall reimburse Buyer for search and survey expenses not exceeding actual cost.

9. PERSONAL PROPERTY AND FIXTURES. Many items of property become so attached to a building or other real property that they become a part of it. These items are called fixtures. They include such items as fireplaces, patios and built-in shelving. All fixtures are included in this sale unless they are listed below as being EXCLUDED.

A) The following items are included in this sale: gas and electric fixtures, cooking ranges and oven.

The following items are excluded from this sale: personal property of Seller

10. PHYSICAL CONDITION OF THE PROPERTY. This Property is being sold "AS IS." The Seller does not make any claims or promises about the condition or value of any of the Property included in this sale. The Buyer has inspected the Property and relies on this inspection and any rights which may be provided for elsewhere in this contract. The Seller agrees to maintain the grounds, buildings and improvements subject to ordinary wear and tear. The Seller represents that there is no underground storage tank associated with the property, if one is discovered and the Seller is unwilling to remove and remediate any contamination, if present, Buyer may terminate the contract and all deposit monies returned.

11. PROPERTY LINES. The Seller states to the best of its knowledge and belief that all buildings, driveways and other improvements on the Property are within its boundary lines. Also, no improvements on adjoining properties extend across the boundary lines of this Property.

12. OWNERSHIP. The Seller agrees to transfer and the Buyer agree to accept ownership of the Property free of all claims and rights of others, except for:

a) The rights of utility companies to maintain pipes, cables and wires over, on and under the street, the part of the Property next to the street or running to any house or other improvement on the Property;

b) Recorded agreements which limit the use of the Property, unless the agreements (a) are presently violated; (2) provide that the Property would be forfeited if they were violated, or (3) unreasonably limit the normal use of the Property; and

c) All items included in Schedule A as part of the description of the Property. In addition to the above, the ownership of the Buyer must be insurable at regular rates by any title insurance company authorized to do business in New Jersey subject only to the above exception.

13. CORRECTING DEFECTS. If the property does not comply with paragraphs 12 or 13 of this contract, the Seller will be notified and given 30 days to make it comply. If the Property still does not comply after that date, the Buyer may cancel this contract or give the Seller more time to comply.

14. ADJUSTMENTS AT CLOSING. Water charges, sewer charges, real estate taxes, interest on any existing mortgage to be assumed by Buyer and fuel are to be apportioned as of the date of actual closing of title as well as condominium fees.

15. SELLER'S RIGHT TO PAY CLAIMS AT CLOSING. The Seller shall have the privilege of paying off any person with a claim or right affecting the Property from the proceeds of this sale at the time of closing.

16. BUYER'S RIGHT TO POSSESSION. The Buyer shall be entitled to possession of the Property and any rents or profits from the Property, immediately upon the delivery of the deed and closing of title. Any other or unauthorized entry upon, access to or possession of the Property by Buyer, without express prior consent of the Seller, shall constitute a trespass and material breach of this Agreement and shall entitle the Seller to any and all legal remedies applicable and in addition shall entitle Seller to cancel and terminate this agreement.

17. RISK OF LOSS. The risk of loss or damage to the Property by fire or otherwise, except ordinary wear or tear, is on the Seller until the Closing.

18. NO RELIANCE ON OTHERS. This Agreement is entered into based on the knowledge of the parties as to the value of the land and whatever buildings are upon the Property and not on any representation made by Seller, the named Broker or their agents as to character or quality. THIS MEANS THAT THE PROPERTY IS BEING SOLD "AS IS," EXCEPT AS OTHERWISE MENTIONED IN THIS AGREEMENT.

19. NO ASSIGNMENT. This Agreement shall not be assigned without the written consent of the Seller. This means that the Buyer may not transfer to anyone else his/her/their rights under this Agreement to buy the Property.

20. BROKER'S COMMISSION. The parties agree that no real estate broker or agent was instrumental in this agreement and that no commission is owed pursuant to this contract. Each party indemnifies the other for any claims made by any real estate agent or broker.

21. ENTIRE AGREEMENT. This contract contains the entire agreement of the parties. No representations have been made by any of the parties, the Brokers or his/her/their agents except as set forth in this agreement.

22. FAILURE OF BUYER OR SELLER TO SETTLE. In the event the Seller willfully fails to close in accordance with this Contract, the Buyer may commence any legal or equitable action to which the Buyer may be entitled. In the event the Buyer fails to close in accordance with this Contract. Seller may commence any legal or equitable action to which Seller may be entitled.

23. **PARTIES LIABLE.** This agreement is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

24. **NOTICES.** All notices as required in this Contract must be in writing. All notices shall be regular mail or telefax or be delivered to the other party's attorney.

25. **OMISSIONS OR ERRORS.** Seller and Buyer agree that any omissions or errors in making the final adjustments at the time of closing shall be corrected and paid within 15 days after written notification of such error by either party is given to the other party or their respective Attorneys. This representation shall survive the closing of title notwithstanding the delivery of the deed and execution of the closing statement at closing.

26. **WAIVER OF ATTORNEY REVIEW.** Both parties acknowledge that a realtor did not draft this contract, and that they have had the benefit of consultation with any attorney of their choice prior to the execution of this contract, and therefore, they hereby waive any right they may possess to an attorney review subsequent to the execution of this contract.

27. Seller makes no representation, expressed or implied, as to the condition or operability of any appliances in the subject property other than to represent that the heating system will be in working order at the time of closing, which representation shall not survive closing of title.

DATED: 6-2-2025

ATTEST:

Sandra Orosio

BOROUGH OF WOODLAND PARK (Buyer)

Paul J. Florio, Jr.

DATED:

WITNESS:

Robert J. Corrad

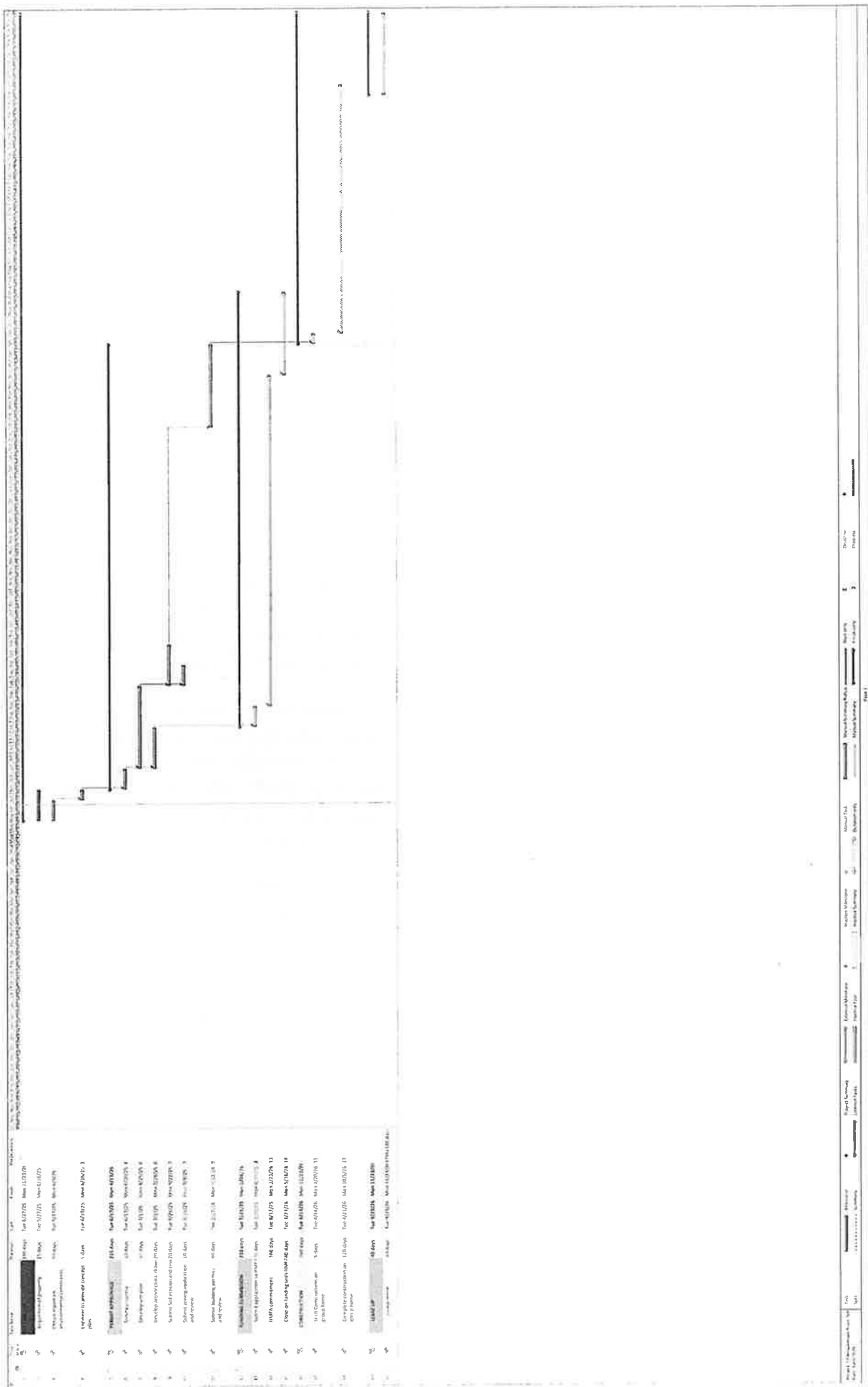
ESTATE OF MAUREEN MULROONY

By:

Andrew V. Mingione
Co-Administrator

By:

Kristen L. Taffin
Kristen L. Taffin
Co-Administrator



**BOROUGH OF WOODLAND PARK
ORDINANCE NO. 25-XX**

**AN ORDINANCE OF THE BOROUGH OF WOODLAND PARK AMENDING AND
SUPPLEMENTING CHAPTER 22 “ZONING”, SECTION 22-4.4 “SCHEDULE OF
PERMITTED USES” AND SECTION 22-24.1 “RESERVED” TO CREATE A NEW
CONDITIONAL USE**

WHEREAS, the Borough of Woodland Park has a constitutionally mandated requirement to provide affordable housing; and

WHEREAS, the Mayor and Borough Council desires to create opportunities for the creation of affordable housing within the Borough; and

WHEREAS, the Borough has determined that deed restricted, affordable community residences should be permitted in the Borough’s R-B Residence “B” District.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Borough Council of the Borough of Woodland Park, in the County of Passaic and State of New Jersey, that:

SECTION 1. Chapter 22, “Zoning”, Section 22-4.4, “Schedule of Permitted Uses”, which includes Attachment 2, “Schedule of Permitted Uses”, is hereby amended and supplemented to add the following underlined text as shown in Appendix A included in this Ordinance.

SECTION 2. Chapter 22, “Zoning”, Section 22-24.1 “(RESERVED)” is hereby amended and supplemented to add the following underlined text and remove text in ~~strikeout~~:

§22-24.1 ~~(RESERVED)~~ Deed Restricted, Affordable Community Residences

- a. Deed restricted, affordable community residences shall be a permitted as a conditional use in the R-B Residence “B” District, subject to the provisions of this section.
- b. Community residences must be deed restricted and credit worthy pursuant to the applicable affordable housing rules.
- c. The following standards are required, but any deviations shall be treated as “c” bulk variances:
 1. Minimum lot area: 6,500 square feet
 2. Minimum lot frontage: 50 feet
 3. Minimum front yard setback: 20 feet
 4. Minimum side yard setback (one): 5 feet

5. Minimum side yard setback (total): 15 feet
6. Minimum rear yard setback: 30% of lot depth, not less than 25 feet
7. Maximum building coverage: 40%
8. Maximum lot coverage: 55%
9. Maximum building height: 2.5 stories and 35 feet

SECTION 3. Any article, section, paragraph, subsection, clause, or other provision of the Code of the Borough of Woodland Park, inconsistent with the provisions of this ordinance is hereby repealed to the extent of such inconsistency.

SECTION 4. If any section, paragraph, subsection, clause, or other provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

SECTION 5. This ordinance shall take effect upon its passage and publication and filing with the Passaic County Planning Board, and as otherwise provided for by law.

Attest:

Approved:

Introduced: Month Day, 2025

Adopted: Month Day, 2025

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documents\250612dag_draft_deed_restricted_affordable_community_residences_conditional_use_ordinance.docx

ZONING

22 Attachment 2

Borough of Woodland Park

SCHEDULE OF PERMITTED USES

(Subsection 22-4.4)

[Amended 4-4-2018 by Ord. No. 18-06; 9-4-2019 by Ord. No. 19-11]

Zone	Permitted Uses	Conditional Uses*	Accessory Uses
R-A (1/2 acre)	<ul style="list-style-type: none"> Single-family dwellings Municipal buildings Parks, playgrounds, recreational uses 	<ul style="list-style-type: none"> House of worship Home occupations Rooming/boardinghouse Satellite antenna 	<ul style="list-style-type: none"> Incidental to single-family residential use Solar panels
R-B (10,000 SF)	<ul style="list-style-type: none"> Single-family dwellings Parks, playgrounds, recreational uses Municipal buildings 	<ul style="list-style-type: none"> House of worship Home occupations Rooming/boardinghouse Satellite Antenna <u>Deed restricted, affordable community residences</u> 	<ul style="list-style-type: none"> Incidental to single-family residential use Solar panels
R-C (6,000 SF)	<ul style="list-style-type: none"> Single-family dwellings Parks, playgrounds, recreational uses Municipal buildings 	<ul style="list-style-type: none"> House of worship Two-family dwellings Home occupations Rooming/boardinghouse Satellite antenna 	<ul style="list-style-type: none"> Incidental to single-family or two-family residential use Solar panels
R-D (Garden Apt.) – 10 acres	<ul style="list-style-type: none"> Garden apartments of 2 stories or less Parks, playgrounds, recreational uses Municipal buildings 	<ul style="list-style-type: none"> House of worship Home occupations Rooming/boardinghouse Satellite antenna 	<ul style="list-style-type: none"> Solar panels
R-E (Townhouse) – 15 acres	<ul style="list-style-type: none"> Townhouses Single-family dwellings Parks, playgrounds, recreational uses Municipal buildings 	<ul style="list-style-type: none"> House of worship Solar panels Home occupations Rooming/boardinghouse Satellite antenna 	
R-F (PRD - MF) (Inclusionary) – 15 acres	<ul style="list-style-type: none"> Townhouses Single-family dwellings Parks, playgrounds, recreational uses Municipal buildings 	<ul style="list-style-type: none"> House of worship Solar panels Home occupations Rooming/boardinghouse Satellite antenna 	<ul style="list-style-type: none"> Recreational uses serving the townhouse development

WOODLAND PARK CODE

Zone	• Permitted Uses	• Conditional Uses*	• Accessory Uses
R-G (Adult 55+ MF) – 15 acres	<ul style="list-style-type: none"> • Attached and multifamily dwellings, such as townhouses, garden-style homes, and villas • Parks, playgrounds, recreational uses • Community center • Municipal buildings • Residential A or Residential B permitted uses 	<ul style="list-style-type: none"> • House of worship • Solar panels • Home occupations • Rooming/boardinghouse • Satellite antenna 	<ul style="list-style-type: none"> • Clubhouse or related structures used for exercise, athletic, and recreational facilities • Meeting rooms, club rooms and other facilities for social activities • Homeowners' association offices • Swimming pool • Maintenance and equipment storage • Ancillary kitchen facilities
R-H (Inclusionary MF) – 5 acres	<ul style="list-style-type: none"> • Attached and multifamily dwellings, such as townhouses, garden-style homes, and villas 	<ul style="list-style-type: none"> • House of worship • Home occupations • Rooming/boardinghouse 	<ul style="list-style-type: none"> • Clubhouse or related structures used for exercise, athletic, and recreational facilities • Meeting rooms, club rooms and other facilities for social activities • Homeowners' association offices • Swimming pool • Maintenance and equipment storage • Ancillary kitchen facilities • Maintenance, storage and utility facilities, inclusive of garages and communication equipment • Solar panels

ZONING

Zone	• Permitted Uses	• Conditional Uses*	• Accessory Uses
R-I (Inclusionary Multi-Family Residential)	<ul style="list-style-type: none"> • Multiple-family dwellings • Townhouses • Stacked townhouses • Public or private open space and recreation areas 		<ul style="list-style-type: none"> • Clubhouses • Common or centralized mailboxes • Fences and walls, including retaining walls • Gatehouse/guardhouse • Lounge, mail room, and similar residential amenities incorporated into a larger building design • Off-street surface parking and parking garages incorporated into the principal building design • Public and private utilities • Public or private recreational facilities, including, but not limited to, community pools, tennis courts, and playgrounds • Trash enclosures and compactors
Senior Citizen District (55+) – 5 acres	<ul style="list-style-type: none"> • Multifamily dwellings for seniors 55+ 	<ul style="list-style-type: none"> • House of worship • Solar panels • Satellite antenna 	<ul style="list-style-type: none"> • Customarily incidental to primary use

WOODLAND PARK CODE

Zone	Permitted Uses	Conditional Uses*	Accessory Uses
CBD	<ul style="list-style-type: none"> • Art galleries and studios • Workshops for craftsmen with a retail component only • Banks (no drive-throughs) • Business, professional, and medical offices • Financial institutions • Multifamily residential above the first story of any structure in which the first floor is devoted to retail and/or service commercial use • Retail and service commercial uses, including spas, gyms, dry cleaners, tailors, retail florists, ice cream shops, coffee shops, educational uses, and drugstores • Recreational uses (karate, dance studio, etc.) • Movie theaters, concert halls and exhibition galleries, and other similar entertainment uses (requiring a license by the Borough) • Package liquor stores • Indoor farmers' market • Hotels • Sit-down or fast-casual restaurants (eating and drinking establishments) • Municipal buildings • Parks and playgrounds 	<ul style="list-style-type: none"> • Essential services • Child-care centers • Bowling alley • Skating rink • Outdoor dining, provided a 10-foot sidewalk or a courtyard is provided • Alcohol and drug rehabilitation centers • Advertising billboard signs • Outdoor farmers' market requiring a permit by the Borough • Home occupations • Satellite antenna 	<ul style="list-style-type: none"> • Off-street parking and loading facilities • Signs • Accessory storage within a fully enclosed permanent structure for materials, goods and supplies intended for sale or consumption on the premises • Live entertainment to a restaurant use (requiring a license by the Borough) • Recreation facilities • Fences and walls • Other customary accessory uses and buildings which are clearly incidental to the principal uses and buildings permitted in this zone • Solar panels
NC Neighborhood Commercial (Local Commercial on Land Use Plan)	<ul style="list-style-type: none"> • General retail uses • Personal service uses • Restaurant – fast-casual • Restaurant – sit down, with bar • Restaurant – sit down, without bar • Restaurant, take-out • Convenience store • Professional business offices • Finance, real estate, and insurance services • Commercial schools • Child-care centers • Municipal buildings • Parks and playgrounds • Veterans and civic clubs 	<ul style="list-style-type: none"> • Satellite antenna • Convenience stores with gas stations 	<ul style="list-style-type: none"> • Solar panels

ZONING

Zone	Permitted Uses	Conditional Uses*	Accessory Uses
RGC Regional Commercial	<ul style="list-style-type: none"> Hotels Hotels with banquet facilities Restaurant – fast-casual Restaurant – sit down, with bar Restaurant – sit down, without bar Restaurant - take-out Restaurant – fast-food, no drive-through Restaurant – fast-food with drive through Shopping centers Furniture or major appliance store Grocery stores Building materials or home improvement store Banks – with drive-through Banks – no drive-through Auto sales Auto sales and repair Car wash Car wash with oil lube Retail sales Personal service uses Tattoo parlors and body piercing establishments Massage establishments 	<ul style="list-style-type: none"> Satellite antenna Adult entertainment Convenience stores with gas stations 	<ul style="list-style-type: none"> Solar panels
MO (Mid-Rise Office)	<ul style="list-style-type: none"> Professional and medical offices Hotels Hotels with banquet facilities 	<ul style="list-style-type: none"> Satellite antenna 	<ul style="list-style-type: none"> Food sales accessory to the office use Child-care centers accessory to the office use Solar panels
HO (High Rise Office)	<ul style="list-style-type: none"> Professional and medical offices Hotels Hotels with banquet facilities 	<ul style="list-style-type: none"> Satellite antenna 	<ul style="list-style-type: none"> Food sales accessory to the office use Child-care centers accessory to office use Solar panels

WOODLAND PARK CODE

Zone	Permitted Uses	Conditional Uses*	Accessory Uses
AIR - Adaptive Industrial Reuse Zone	<ul style="list-style-type: none"> • Light industrial and manufacturing uses within a fully enclosed building • Warehousing, except storage of highly combustible or explosive matter, or any other material deleterious to the health, safety, and welfare of the public • Art galleries and studios • Workshops for craftsmen with or without a wholesale component; if provided, showroom will not exceed 10% of the total square footage of the use • Business and professional offices • Recreational uses, including karate, gymnastics, specialized training centers for sports, dancing schools, and other similar uses, including indoor fields • Food co-ops and indoor farmers' markets • Spas and fitness facilities • Dog and cat grooming facilities • Auto detailing facilities • Commercial laundries • Self-storage • Skating rinks 	<ul style="list-style-type: none"> • Houses of worship • Satellite antenna • Veterans and civic clubs • Repair automotive uses 	<ul style="list-style-type: none"> • Off-street parking and loading facilities • Signs • Accessory storage within a fully enclosed permanent structure for materials, goods and supplies intended for sale or consumption on the premises • Cafes • Fences and walls • Other customary accessory uses and buildings which are clearly incidental to the principal uses and buildings permitted in this zone • Solar panels
OSR Open Space and Recreation Zone	<ul style="list-style-type: none"> • Parks • Open space • Recreational activities, including, but not limited to, ballfields, skating rinks, playgrounds, shuffleboard, etc. 		
MXD Mixed Use	See § 22-21		

Notes:

*See § 22-24 for regulations regarding conditional uses.

**BOROUGH OF WOODLAND PARK
PASSAIC COUNTY, NEW JERSEY
RESOLUTION R25-173**

MOTIONED BY: Council President Sica
SECONDED BY: Councilwoman Tiseo

**MEMORANDUM OF UNDERSTANDING
BETWEEN HOUSING DEVELOPER, NOUVELLE, LLC AND
THE BOROUGH OF WOODLAND PARK**

WHEREAS, the Mayor and Council of the Borough of Woodland Park, County of Passaic, State of New Jersey recognize the need to enter into a Memorandum of Agreement (MOU) with Nouvelle, LLC, and or its assigns with offices located at 610 Anderson Avenue, Cliffside Park, NJ 07010 to define the working relationship between the Nouvelle, LLC and the Borough of Woodland Park to develop (2) 4 bedroom group home very-low-income housing units for special needs residents (the "Project") on property located at Browertown Road, also known as Block 507, Lot 19 and 20 (the "Property"), to assist the Borough of Woodland Park to further prepare for its affordable housing for the Borough; and

WHEREAS, the sole purpose of this Memorandum of Understanding ("MOU") is to outline the terms under which the Borough of Woodland Park and the Housing Developer Nouvelle, LLC will work to develop the affordable housing units to construct a group home with a minimum of two (2) four (4) bedrooms for special need residents. The HD will provide a concept plan which may change based on input from the Housing Developer, the Borough, and the Borough's Planner in order to make the project more cost effective and time efficient.

WHEREAS, the Borough if required, shall provide all required zoning information applicable to the concept plan, including but not limited to zoning, bulk requirements, etc., in order for the Housing Developer to construct the affordable units based on the concept plan; and

WHEREAS, the parties have agreed to work cooperatively as a team to facilitate obtaining approvals, and the parties understand the critical level of communication that is needed to make this project successful.

NOW, THEREFORE BE IT RESOLVED, the following represents the understanding of both parties regarding their respective roles and responsibilities, and both parties agree, therefore, that it is in the best interests of all concerned to enter into this MOU.

SECTION II – DESCRIPTION OF NOUVELLE, LLC ROLES AND RESPONSIBILITIES

Scope of Services: The Housing Developer agrees to the following:

- A. Once Housing Developer has attended the initial meeting, it will provide a development narrative of what funding could be applied for and where the funding will need to come from in order to develop the Property consistent with the concept plan and architectural design.
- B. Housing Developer agrees to purchase the Property located at Browertown Road, Block 507, Lot 19 and 20, Woodland Park, New Jersey, which will be contingent on the Housing Developer obtaining all necessary governmental approvals at a sale price of \$300,000.00 (\$150,000.00 per lot).
- C. Once the Housing Developer has received a fully executed Affordable Housing Developers Agreement, the Housing Developer shall be solely responsible for obtaining all governmental approvals, including all fees and costs required to obtain same, including permits from governmental entities having jurisdiction for the Project.
- D. Once the Housing Developer has received a fully executed Affordable Housing Developer Agreement, the Housing Developer will proceed with obtaining all governmental approvals for the Project.

SECTION III – DESCRIPTION OF THE BOROUGH OF WOODLAND PARK ROLES AND RESPONSIBILITIES

Scope of Services: The Borough of Woodland Park agrees to the following:

- A. If required, consider zoning and bulk requirements to permit a group home of at least four bedrooms. The Property is located within the Zoning District.
- B. Arrange initial meeting to discuss the Project and coordinate the distribution of materials based on the concept plan and past communications.
- C. Obtain and negotiate affordable housing obligations with the governing body and other Borough agencies with the coordination and approval of the Housing Developer.
- D. Provide a contract of sale consistent with the Local Land and Buildings Law, N.J.S.A. 40A:12-1, et seq., and other applicable law, in the amount of \$300,000.00 for the acquisition of the Property from the Borough of Woodland Park, the terms of which shall be subject to further discussion. The sale is expressly conditioned upon the Borough Council adopting a resolution or ordinance authorizing the sale of public property.
- E. Enter into negotiations so long as the project qualifies for an acceptable program for a payment in lieu of taxes or if a non for profit the property taxes shall be exempt with the Housing Developer, the terms of which shall be subject to further discussion.

SECTION IV – GENERAL TERMS

- 1) **Funding** – This MOU is contingent upon the Housing Developer obtaining approvals for the Project from governmental entities having jurisdiction over the Project. The funding will be based on said approvals and concept plan that the Housing Developer finds suitable to the Project. The funding could change based on funding sources becoming available and the Borough approving the Project based on the concept plans or a plan that the Housing Developer finds acceptable in coordination with the Borough.
- 2) **Term** – This MOU is effective as of the last date recorded on the signature page of this MOU between the parties. If the parties are unable to negotiate a binding agreement setting forth their respective rights and responsibilities within six (6) months from the effective date of this MOU, either party shall have the right to terminate this MOU. In the event of termination, neither party shall have any further obligations towards the other.
- 3) **Agreement** - This MOU shall not be considered to be a binding contract of sale or a formal development agreement. Pursuant to the terms of this MOU, the parties agree to negotiate in good faith on the terms of a formal binding development and disposition agreement concerning the Property and the Project during the term of this MOU.
- 4) **Fees / Costs** – It is also understood that all terms in this MOU, except where noted, are agreed to without expectation of payment from the agreeing parties until a binding contract is in place and the funding is in place for development and construction as required by the affordable housing agreement between the government agencies having jurisdiction and the Borough with the approval of the Housing Developer.
- 5) **Confidentiality** – The Borough and Housing Developer agree that by virtue of entering into this MOU they will have access to certain confidential information regarding the other party's operations related to this project. The Borough and the Housing Developer agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this MOU or required by law, which includes the New Jersey Open Public Records Act.
- 6) **Amendments**: This MOU may be amended only in writing and authorized by the designated representatives of the parties.

- 7) The affordable units referenced herein shall be developed, and at all times maintained and operated in accordance with the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq., the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26.1 et seq., and the Borough of woodland Park's Affordable Housing Ordinances, including any amendments and/or successor regulations; all other applicable Federal, State, County and local statutes, laws, regulations and ordinances; and any conditions of approval/compliance required in any approvals from any State, County, and/or local administrative agencies. Prior to issuance of any final certificate of occupancy, and as an express condition thereof, the Housing Developer shall be required to execute an affordable housing deed restriction on forms provided by the Borough and subject to the approval of the Borough Municipal Attorney.

BE IT FURTHER RESOLVED, that the Mayor and Borough Administrator are hereby authorized to execute the Memorandum of Understanding on behalf of the Borough of Woodland Park.

Record of Mayor and Council Vote on Passage

	AYE	NAY	Abstain	Absent		AYE	NAY	Abstain	Absent
Chaabane				✓	Torres	✓			
DeCesare	✓				Tiseo	✓			
Gatti	✓				Mayor Kallert	✓			
Sica	✓								

This resolution was approved by the Mayor and Council of the Borough of Woodland Park at a regular scheduled meeting held on the 18th day of June 2025. Signed and sealed before me.



Sandra Olivola, Municipal Clerk

June 18, 2025

Dated

Appendix M | 3 Garret Mountain Plaza Draft Zoning Ordinance

**BOROUGH OF WOODLAND PARK
ORDINANCE NO. 25-XX**

**AN ORDINANCE OF THE BOROUGH OF WOODLAND PARK AMENDING AND
SUPPLEMENTING CHAPTER 22 “ZONING”, SECTION 22-4.1 “ZONE DISTRICT”,
SECTION 22-4.4 “SCHEDULE OF PERMITTED USES”, SECTION 22-4.5 “SCHEDULE
OF BULK ZONING REQUIREMENTS”, AND SECTION 22-27 “RESERVED” TO
CREATE A NEW RESIDENCE “J” DISTRICT (INCLUSIONARY MULTI-FAMILY
RESIDENTIAL)**

WHEREAS, the Borough of Woodland Park has a constitutionally mandated requirement to provide affordable housing; and

WHEREAS, the Mayor and Borough Council desire to create opportunities for the creation of affordable housing within the Borough; and

WHEREAS, the Borough has determined that Block 32, Lot 1 is appropriate to be rezoned to permit inclusionary development.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Borough Council of the Borough of Woodland Park, in the County of Passaic and State of New Jersey, that:

SECTION 1. Chapter 22 “Zoning”, Section 22-4.1 “Zone District”, is hereby amended and supplemented to add the following underlined text and remove text in ~~strikeout~~:

The ~~2120~~ districts into which the Borough is divided are:

Insert the text Residence “J” District (Inclusionary Multi-Family Residential) between “Residence “I” Districts (Inclusionary Multi-Family Residential Districts)” and “Senior Citizen Residential Districts”.

SECTION 2. Chapter 22 “Zoning”, Section 22-4.4 “Schedule of Permitted Uses”, which includes Attachment 2, “Schedule of Permitted Uses”, is hereby amended and supplemented to add the following underlined text as shown in Appendix A included in this Ordinance.

SECTION 3. Chapter 22 “Zoning”, Section 22-4.5, “Schedule of Bulk Zoning Requirements”, which includes Attachment 3, “Schedule of Bulk Zoning Requirements”, is hereby amended and supplemented to add the following underlined text as shown in Appendix B included in this Ordinance.

SECTION 4. Chapter 22, “Zoning”, Section 22-27 “(RESERVED)” is hereby amended and supplemented to add the following underlined text and remove text in ~~strikeout~~:

~~§22-27 (RESERVED)~~ R-J Residence “J” District (Inclusionary Multi-Family Residential)

a. Objectives.

1. To provide a realistic opportunity for affordable housing development.

b. Uses. In the R-J Residence “J” District, no lot shall be used, and no building shall be erected, altered, or occupied for any purposes other than the following:

1. Permitted Principal Uses. See the Schedule of Permitted Uses in Subsection 22-4.4.

2. Permitted Accessory Uses. See the Schedule of Permitted Uses in Subsection 22-4.4.

c. Bulk Regulations.

1. Minimum lot area: 7.5 acres.

2. Minimum tract setbacks:

(a) From Squirrelwood Road: 200 feet.

(b) From New Street: 100 feet.

(c) From Northern Property Line: 150 feet.

(d) From Western Property Line: 45 feet.

3. Maximum building coverage: 15%

4. Maximum lot coverage: 65%

5. Maximum density: 20 units per acre.

6. Maximum building height: 5 stories and 60 feet.

d. Affordable Housing Requirements.

1. The R-J Residence “J” District shall have an obligation to deed-restrict a minimum of 20% of the units built as affordable units, regardless of tenure. The units shall meet the very-low, low-, and moderate-income split required by the Uniform Housing Affordability Controls and 13% of the required units shall be very-low-income as defined by the Fair Housing Act (30% of the region’s median income).

2. Affordable units shall be dispersed throughout the site and designed to be architecturally compatible with the market-rate units.

3. The affordable units shall have at least a forty-year deed restriction if they are rental. Sale units may have a thirty-year deed restriction. Any such affordable units shall comply with Uniform Housing Affordability Code, applicable COAH affordable

housing regulations, the Fair Housing Act, any applicable order of the Court, and other applicable laws.

4. The units shall meet the bedroom distribution required by the Uniform Housing Affordability Controls.
5. The developer/owner shall be responsible for retaining a qualified administrative agent, subject to the reasonable approval of the Mayor and Council to oversee the sales/rentals of the affordable housing units, at the developer's sole cost and expense.
6. The affordable units shall be compliant with Chapter 34, Affordable Housing.
7. All necessary steps shall be taken to make the affordable units provided creditworthy pursuant to applicable law for purposes of addressing the Borough's affordable housing obligation.

e. Parking.

1. Off-street parking shall be subject to the requirements of Section 22-4.6.
2. Parking spaces shall measure nine feet wide by 18 feet long.
3. There shall be no parking of recreational vehicles, trailers, or boats.
4. Hairpin striping shall be utilized to delineate parking spaces.

f. Landscaping.

1. Landscaping shall be provided to promote a desirable visual environment, to accentuate building design, define entranceways, screen parking areas, mitigate adverse visual impacts and enhance buffer areas. The landscape design shall create visual diversity and contrast through variation in size, shaped, texture, and color. The selection of plants in terms of susceptibility to disease and insect damage, wind damage, habitat (wet-side, drought, sun, and shade tolerance), soil conditions, growth rate, maintenance requirements, etc., shall be considered.
2. Foundation plantings. The landscape plan shall include foundation plantings that provide an attractive visual setting for the development. 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 groups of small trees in order to provide human scale to the building facades and winter interest. Foundation plantings shall be planted along the front facades of all buildings and along/beside primary building access points.
3. Parking lot landscaping.
 - (a) For every 20 surface parking spaces, there shall be one landscaped area, which may include the end caps, that is at least 162 square feet.

- (b) The landscape area shall contain trees and/or shrubs.
 - (c) Trees shall be planted at a minimum two and one-half-inch caliper.
 - (d) Shrubs shall be planted at a minimum height of 24 inches.
 - 4. Landscaping within sight triangles shall not exceed a mature height of 30 inches.
 - 5. The landscape plan shall be prepared by a certified landscape architect certified by the New Jersey State Board of Landscape Architects.
- g. Signs.
- 1. The following types of signs are permitted in the R-J Residence District:
 - (a) Monument signs.
 - (1) One sign per street frontage is permitted.
 - (2) The maximum sign area, excluding the base, shall be 40 square feet per side.
 - (3) The maximum sign height shall be six feet above grade.
 - (4) Monument signs shall be setback a minimum of 10 feet from any property line and located outside of any sight triangles.
 - (5) Monument signs may be externally or internally illuminated.
- h. Architectural Standards.
- 1. Buildings shall avoid long, monotonous, uninterrupted walls or roof planes. Building wall offsets, including projections such as balconies, canopies and recesses shall be used to add architectural interest and variety and to relieve the visual effect of a simple, long wall.
 - 2. The maximum spacing between building wall offsets shall be 50 feet.
 - 3. The minimum projection or depth of any individual vertical offset shall not be less than one foot.
 - 4. Roofline offsets, which include dormers and gables, shall be provided to provide architectural interest and variety to the massing of a building and to relieve the effect of a single, long roof. The maximum spacing between roof offsets shall be 80 feet.
 - 5. The architectural treatment of the front facade shall be continued in its major features around all visibly exposed sides of a building. All sides of a building shall be architecturally designed to be consistent regarding style, materials, colors, and details.
 - 6. Fenestration shall be architecturally compatible with the style, materials, colors, and details of the building. Windows shall be vertically proportioned.

7. All entrances to a building shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticoes, porches, overhangs, railings, etc.
8. 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.
9. All rooftop mechanical equipment shall be screened from view.
- i. Lighting.
 1. Parking lot lighting shall be no more than 20 feet in height.
 2. A minimum average of at least 0.5 footcandles shall be maintained within parking lots and over all pedestrian walkways.
 3. Footcandles at any property line shall not exceed 0.5 footcandle, except where there are entrance/exit driveways.
 4. Parking lot fixtures shall be full cut-off.
 5. Low-pressure sodium or mercury vapor lighting is prohibited.
- j. Fences and walls. In addition to the requirements provided in §22-34.1, the following regulations shall also apply to fences and walls:
 1. The use of retaining walls should be in the form of terraces to accommodate severe grade changes, rather than single, tall retaining walls. No individual retaining wall shall exceed a height of 15 feet. Where provided, retaining walls shall be screened with a variety of landscaping materials, in groupings, rather than utilizing hedges or uniform plant species and spacing. Retaining walls shall be offset from one another so the face of each retaining wall is no closer than five feet.
 2. Fences and walls shall not be located in any required sight triangles.
 3. Fences or walls around trash receptacles or compactors may be a maximum of eight feet tall.
- k. Trash.
 1. Trash and recycling receptacles and compactors shall not be visible from any public street.
 2. All trash and recycling receptacles and compactors shall be screened by a solid fence or solid decorative masonry wall on three sides and heavy-duty gate closures on the fourth side.

3. The trash and recycling enclosure shall be surrounded and screened on three sides by a mixture of deciduous and evergreen plant species.
- l. Utilities. All utilities shall be underground.
- m. Off-site improvements.
 1. Off-tract improvements are required whenever an application for development requires the construction of off-tract improvements that are clearly, directly and substantially related to or necessitated by the proposed development. The Planning Board, as the case may be, shall require as a condition of final site plan or subdivision approval that the applicant provide for such off-tract improvements. Off-tract improvements shall include water, sanitary sewer, drainage, and street improvements, including such easements as are necessary or as may otherwise be permitted by law.
 2. Determination of cost. When off-tract improvements are required, the Borough Engineer shall calculate the cost of such improvements in accordance with the procedures for determining performance guaranty amounts in N.J.S.A. 50:55-D-53.4. Such costs may include, but not be limited to, any or all costs of planning, surveying, permit acquisition, design, specification, property and easement acquisition, bidding, construction, construction management, inspection, legal, traffic control and other common and necessary costs of the construction of improvements. The Borough Engineer shall also determine the percentage of off-tract improvements that are attributable to the applicant's development proposal and shall expeditiously report his findings to the board of jurisdiction and the applicant.
 3. Improvements required solely for the application's development. Where the need for an off-tract improvement is necessitated by the proposed development and no other property owners receive a special (i.e., more than incidental) benefit thereby, or where no planned capital improvement by a governmental entity is contemplated, or the improvement is required to meet the minimum standard of the approving authority, the applicant shall be solely responsible for the cost and installation of the required off-tract improvements. The applicant shall elect to either install the off-tract improvements or pay the municipality for the cost of the installation of the required off-tract improvements.
 4. Improvements required for the applicant's development and benefiting others. Where the off-tract improvements would provide capacity in infrastructure in excess of the requirements in Subsection C(4) above, or address an existing deficiency, the applicant shall elect to either install the off-tract improvements, pay its pro rata share of the cost to the Borough, or pay more than its pro rata share of the cost to facilitate the construction of the improvement(s) and accept future reimbursement so as to reduce its payment to an amount equal to its pro rata share. If a developer elects to address the required off-tract improvement(s) by making a payment, such payment shall be made

prior to the issuance of any building permit. If the applicant elects to install the off-tract improvements or to pay more than its pro rata share of the cost of the improvements, it shall be eligible for partial reimbursement of costs of providing such excess. The calculation of excess shall be based on an appropriate and recognized standard for the off-tract improvement being constructed, including but not limited to gallonage, cubic feet per second and number of vehicles. Nothing herein shall be construed to prevent a different standard from being agreed to by the applicant and the Borough Engineer. The process, procedures and calculation used in the determination of off-tract costs shall be memorialized in a developer's agreement to be reviewed and approved by the Borough Attorney, who may request advice and assistance from the Board Attorney. Future developers benefiting from the excess capacity provided or funded by the initial developer shall be assessed in their pro rata share of off-tract improvement cost based on the same calculation used in the initial calculation. Such future developers shall pay their assessment, plus a two-percent administration fee not to exceed \$2,000, to the Borough at the time of the signing of the final plat or final site plan as a condition precedent to such signing. The Borough shall forward the assessment payment to the initial developer, less any administration fee, within 90 days of such payment.

5. Performance guaranty. If the applicant elects to construct the improvements, the applicant shall be required to provide, as a condition of final approval, a performance guaranty for the off-tract improvements in accordance with N.J.S.A. 50:55D-53.
6. Certification of costs. Once the required off-tract improvements are installed and the performance bond released, the developer shall provide a certification to the Borough Engineer of the actual costs of the installation. The Borough Engineer shall review the certification of costs and shall either accept them, reject them, or conditionally accept them. In the review of costs, the Borough Engineer shall have the right to receive copies of invoices from the developer sufficient to substantiate the certification. Failure of the developer to provide such invoices within six months of the Borough Engineer's request shall constitute forfeiture of the right of future reimbursement for improvements that benefit other.
7. Time limit for reimbursement. Notwithstanding any other provisions to the contrary, no reimbursement for the construction of off-tract improvements providing excess capacity shall be made after 10 years has elapsed from the date of the acceptance of the certification of costs by the Borough Engineer.

SECTION 5. Any article, section, paragraph, subsection, clause, or other provision of the Code of the Borough of Woodland Park, inconsistent with the provisions of this ordinance is hereby repealed to the extent of such inconsistency.

SECTION 6. If any section, paragraph, subsection, clause, or other provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

SECTION 7. This ordinance shall take effect upon its passage and publication and filing with the Passaic County Planning Board, and as otherwise provided for by law.

Attest:

Approved:

Introduced: Month Day, 2025

Adopted: Month Day, 2025

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ZONING

22 Attachment 2

Borough of Woodland Park

SCHEDULE OF PERMITTED USES

(Subsection 22-4.4)

[Amended 4-4-2018 by Ord. No. 18-06; 9-4-2019 by Ord. No. 19-11]

Zone	Permitted Uses	Conditional Uses*	Accessory Uses
R-A (1/2 acre)	<ul style="list-style-type: none"> Single-family dwellings Municipal buildings Parks, playgrounds, recreational uses 	<ul style="list-style-type: none"> House of worship Home occupations Rooming/boardinghouse Satellite antenna 	<ul style="list-style-type: none"> Incidental to single-family residential use Solar panels
R-B (10,000 SF)	<ul style="list-style-type: none"> Single-family dwellings Parks, playgrounds, recreational uses Municipal buildings 	<ul style="list-style-type: none"> House of worship Home occupations Rooming/boardinghouse Satellite Antenna 	<ul style="list-style-type: none"> Incidental to single-family residential use Solar panels
R-C (6,000 SF)	<ul style="list-style-type: none"> Single-family dwellings Parks, playgrounds, recreational uses Municipal buildings 	<ul style="list-style-type: none"> House of worship Two-family dwellings Home occupations Rooming/boardinghouse Satellite antenna 	<ul style="list-style-type: none"> Incidental to single-family or two-family residential use Solar panels
R-D (Garden Apt.) – 10 acres	<ul style="list-style-type: none"> Garden apartments of 2 stories or less Parks, playgrounds, recreational uses Municipal buildings 	<ul style="list-style-type: none"> House of worship Home occupations Rooming/boardinghouse Satellite antenna 	<ul style="list-style-type: none"> Solar panels
R-E (Townhouse) – 15 acres	<ul style="list-style-type: none"> Townhouses Single-family dwellings Parks, playgrounds, recreational uses Municipal buildings 	<ul style="list-style-type: none"> House of worship Solar panels Home occupations Rooming/boardinghouse Satellite antenna 	
R-F (PRD - MF) (Inclusionary) – 15 acres	<ul style="list-style-type: none"> Townhouses Single-family dwellings Parks, playgrounds, recreational uses Municipal buildings 	<ul style="list-style-type: none"> House of worship Solar panels Home occupations Rooming/boardinghouse Satellite antenna 	<ul style="list-style-type: none"> Recreational uses serving the townhouse development

WOODLAND PARK CODE

Zone	• Permitted Uses	• Conditional Uses*	• Accessory Uses
R-G (Adult 55+ MF) – 15 acres	<ul style="list-style-type: none"> • Attached and multifamily dwellings, such as townhouses, garden-style homes, and villas • Parks, playgrounds, recreational uses • Community center • Municipal buildings • Residential A or Residential B permitted uses 	<ul style="list-style-type: none"> • House of worship • Solar panels • Home occupations • Rooming/boardinghouse • Satellite antenna 	<ul style="list-style-type: none"> • Clubhouse or related structures used for exercise, athletic, and recreational facilities • Meeting rooms club rooms and other facilities for social activities • Homeowners' association offices • Swimming pool • Maintenance and equipment storage • Ancillary kitchen facilities
R-H (Inclusionary MF) – 5 acres	<ul style="list-style-type: none"> • Attached and multifamily dwellings, such as townhouses, garden-style homes, and villas 	<ul style="list-style-type: none"> • House of worship • Home occupations • Rooming/boardinghouse 	<ul style="list-style-type: none"> • Clubhouse or related structures used for exercise, athletic, and recreational facilities • Meeting rooms, club rooms and other facilities for social activities • Homeowners' association offices • Swimming pool • Maintenance and equipment storage • Ancillary kitchen facilities • Maintenance, storage and utility facilities, inclusive of garages and communication equipment • Solar panels

ZONING

Zone	• Permitted Uses	• Conditional Uses*	• Accessory Uses
R-I (Inclusionary Multi-Family Residential)	<ul style="list-style-type: none"> Multiple-family dwellings Townhouses Stacked townhouses Public or private open space and recreation areas 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> Clubhouses Common or centralized mailboxes Fences and walls, including retaining walls Gatehouse/guardhouse Lounge, mail room, and similar residential amenities incorporated into a larger building design Off-street surface parking and parking garages incorporated into the principal building design Public and private utilities Public or private recreational facilities, including, but not limited to, community pools, tennis courts, and playgrounds Trash enclosures and compactors
<u>R-J (Inclusionary Multi-Family Residential)</u>	<ul style="list-style-type: none"> <u>Multiple-family dwellings</u> 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> <u>Fences and walls, including retaining walls</u> <u>Lounge, mail room, fitness facilities, and similar interior common residential amenities incorporated into a larger building design</u> <u>Off-street surface parking and parking garages incorporated into the principal building design</u> <u>Public and private utilities</u> <u>Public or private recreational facilities, including but not limited to, community pools, tennis courts, and playgrounds</u> <u>Trash enclosures and compactors</u> <u>Solar panels</u>
Senior Citizen District (55+) – 5 acres	<ul style="list-style-type: none"> Multifamily dwellings for seniors 55+ 	<ul style="list-style-type: none"> House of worship Solar panels Satellite antenna 	<ul style="list-style-type: none"> Customarily incidental to primary use

WOODLAND PARK CODE

Zone	Permitted Uses	Conditional Uses*	Accessory Uses
CBD	<ul style="list-style-type: none"> • Art galleries and studios • Workshops for craftsmen with a retail component only • Banks (no drive-throughs) • Business, professional, and medical offices • Financial institutions • Multifamily residential above the first story of any structure in which the first floor is devoted to retail and/or service commercial use • Retail and service commercial uses, including spas, gyms, dry cleaners, tailors, retail florists, ice cream shops, coffee shops, educational uses, and drugstores • Recreational uses (karate, dance studio, etc.) • Movie theaters, concert halls and exhibition galleries, and other similar entertainment uses (requiring a license by the Borough) • Package liquor stores • Indoor farmers' market • Hotels • Sit-down or fast-casual restaurants (eating and drinking establishments) • Municipal buildings • Parks and playgrounds 	<ul style="list-style-type: none"> • Essential services • Child-care centers • Bowling alley • Skating rink • Outdoor dining, provided a 10-foot sidewalk or a courtyard is provided • Alcohol and drug rehabilitation centers • Advertising billboard signs • Outdoor farmers' market requiring a permit by the Borough • Home occupations • Satellite antenna 	<ul style="list-style-type: none"> • Off-street parking and loading facilities • Signs • Accessory storage within a fully enclosed permanent structure for materials, goods and supplies intended for sale or consumption on the premises • Live entertainment to a restaurant use (requiring a license by the Borough) • Recreation facilities • Fences and walls • Other customary accessory uses and buildings which are clearly incidental to the principal uses and buildings permitted in this zone • Solar panels
NC Neighborhood Commercial (Local Commercial on Land Use Plan)	<ul style="list-style-type: none"> • General retail uses • Personal service uses • Restaurant – fast-casual • Restaurant – sit down, with bar • Restaurant – sit down, without bar • Restaurant, take-out • Convenience store • Professional business offices • Finance, real estate, and insurance services • Commercial schools • Child-care centers • Municipal buildings • Parks and playgrounds • Veterans and civic clubs 	<ul style="list-style-type: none"> • Satellite antenna • Convenience stores with gas stations 	<ul style="list-style-type: none"> • Solar panels

ZONING

Zone	Permitted Uses	Conditional Uses*	Accessory Uses
RGC Regional Commercial	<ul style="list-style-type: none"> Hotels Hotels with banquet facilities Restaurant – fast-casual Restaurant – sit down, with bar Restaurant – sit down, without bar Restaurant - take-out Restaurant – fast-food, no drive-through Restaurant – fast-food with drive through Shopping centers Furniture or major appliance store Grocery stores Building materials or home improvement store Banks – with drive-through Banks – no drive-through Auto sales Auto sales and repair Car wash Car wash with oil lube Retail sales Personal service uses Tattoo parlors and body piercing establishments Massage establishments 	<ul style="list-style-type: none"> Satellite antenna Adult entertainment Convenience stores with gas stations 	<ul style="list-style-type: none"> Solar panels
MO (Mid-Rise Office)	<ul style="list-style-type: none"> Professional and medical offices Hotels Hotels with banquet facilities 	<ul style="list-style-type: none"> Satellite antenna 	<ul style="list-style-type: none"> Food sales accessory to the office use Child-care centers accessory to the office use Solar panels
HO (High Rise Office)	<ul style="list-style-type: none"> Professional and medical offices Hotels Hotels with banquet facilities 	<ul style="list-style-type: none"> Satellite antenna 	<ul style="list-style-type: none"> Food sales accessory to the office use Child-care centers accessory to office use Solar panels

WOODLAND PARK CODE

Zone	Permitted Uses	Conditional Uses*	Accessory Uses
AIR - Adaptive Industrial Reuse Zone	<ul style="list-style-type: none"> • Light industrial and manufacturing uses within a fully enclosed building • Warehousing, except storage of highly combustible or explosive matter, or any other material deleterious to the health, safety, and welfare of the public • Art galleries and studios • Workshops for craftsmen with or without a wholesale component; if provided, showroom will not exceed 10% of the total square footage of the use • Business and professional offices • Recreational uses, including karate, gymnastics, specialized training centers for sports, dancing schools, and other similar uses, including indoor fields • Food co-ops and indoor farmers' markets • Spas and fitness facilities • Dog and cat grooming facilities • Auto detailing facilities • Commercial laundries • Self-storage • Skating rinks 	<ul style="list-style-type: none"> • Houses of worship • Satellite antenna • Veterans and civic clubs • Repair automotive uses 	<ul style="list-style-type: none"> • Off-street parking and loading facilities • Signs • Accessory storage within a fully enclosed permanent structure for materials, goods and supplies intended for sale or consumption on the premises • Cafes • Fences and walls • Other customary accessory uses and buildings which are clearly incidental to the principal uses and buildings permitted in this zone • Solar panels
OSR Open Space and Recreation Zone	<ul style="list-style-type: none"> • Parks • Open space • Recreational activities, including, but not limited to, ballfields, skating rinks, playgrounds, shuffleboard, etc. 		
MXD Mixed Use	See § 22-21		

Notes:

*See § 22-24 for regulations regarding conditional uses.

ZONING

22 Attachment 3

Borough of Woodland Park

SCHEDULE OF BULK ZONING REQUIREMENTS

(Subsection 22-4.5)

Zone	Lot Area	Lot Width	Lot Depth	Front Yard	Side Yard (one/both) Note 1	Rear Yard Note 1	Building Coverage	Lot Coverage	Building Height (ST/ FT) Note 2	Density	F.A.R.	Buffer
R-A	½ acre	100'	200'	35'	15'/30'	30% of depth, not less than 25'	35%	50%	2 ½ / 35'	N/A	N/A	N/A
R-B	10,000 SF	100'	100'	25'	5'/15'	30% of depth, not less than 25'	35%	50%	2 ½ / 35'	N/A	N/A	N/A
R-C	6,000 SF	60'	100'	20'	5'/15'	30% of depth, not less than 25'	40%	55%	2 ½ / 35'	N/A	N/A	N/A
R-D (Garden Apt.)	10 acres	200' (frontage on public street)	N/A	50'	50'	50'	20%	N/A	2 ½ / 35'	16 du/ac; 18 du/ac with 10% of total area for recreation	N/A	N/A
R-E (Townhouse)	15 acres	200' (frontage on public street)	N/A	50' (public street) 25' (private street)	35' to residential (average) 25' to residential (minimum)	35' to residential (average) 25' to residential (minimum)	20%	50%	2 ½ / 35'	7 du/ac	N/A	25' adjacent to residential
R-F (PRD)	15 acres	N/A	N/A	40' (public street) 25' (private street)	35'	35'	20%	50%	2 ½ / 35'	6 du/ac	N/A	25'
R-G (55+)	15 acres	N/A	N/A	40' (3 stories) 60' (4 stories)	N/A	40' (3 stories) 50' (4 stories)	30%	60%	4/ 60'	11.5 du/ac	N/A	25'

WOODLAND PARK CODE

Zone	Lot Area	Lot Width	Lot Depth	Front Yard	Side Yard (one/both) Note 1	Rear Yard Note 1	Building Coverage	Lot Coverage	Building Height (ST/ FT) Note 2	Density	F.A.R.	Buffer
R-H (Multi-family Inclusionary)	5 acres	N/A	N/A	40' (3 stories; townhouses) 60' (4 stories; apartments)	N/A	40' (3 stories) 50' (4 stories)	30%	60%	4 ½ ST / 60' (multi-family); 3 ST / 40' townhouses, garden-style homes	20 du/ac	N/A	10'
R-I (Inclusionary Multi-Family Residential)	See Section 22-22											
<u>R-I</u> (Inclusionary Multi-Family Residential)	See Section 22-27											
Senior Citizen Multi-Family Housing	5 acres	200' frontage on public street		50'; 100' to existing residential	50'; 100' to existing residential	50'; 100' to existing residential	20%	40%	5 ST / 75'	10 du/ac	N/A	15' along any residential property
CBD	N/A	N/A	N/A	0' minimum; 10' maximum	0' to non-residential use; 10' to residential use; 12' if access to parking in rear	0'; 10' buffer to residential use	50% minimum	75% minimum; 85% maximum; 100% if green building materials are used	3ST / 35'; 4 ST / 45' if 4 th story setback 6' or greater	35 du/ac; 40 du/ac if affordable housing is provided	2.4; 2.65 if affordable housing is provided	N/A
NC Neighborhood Commercial	20,000 SF	N/A	N/A	15'	15'/30'	20' except for through lots	45%	80%	2 ST/35'	N/A	N/A	10' along any residential property or zone

ZONING

RGC Regional Commercial	1 acre	N/A	N/A	60'	20'/40'	30' except for through lots	50%	90%	8 ST/96'	N/A	N/A	20' along any residential property
MO Mid-Rise Office	1 acre	N/A	N/A	60'	8'/20'; 15'/25'; abutting residential zone	20' except for through lots	50%	75%	2 ½ ST/35'; 3 ST/40'; with first floor parking	N/A	N/A	10' along all property lines
HO High-Rise Office	6 acres	N/A	N/A	100'	100'/200' from residential zone	100'/200' from residential zone	40%	65%	12 ST/144'	N/A	N/A	100' along all property lines abutting other zones
AIR	0.5 acres	N/A	N/A	20'	20'	30'	70%	85%	2 ST/35'	N/A	2.0	15' to R.O.W.
OSR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
MXD*	See Section 22-21											

Note 1: Nothing herein contained shall prevent the projection of an open fire escape or stairway into a rear or side yard for a distance not to exceed eight (8) feet.

Note 2: Nothing herein contained shall be interpreted to limit or restrict the height of a church spire, belfry, clock tower, elevator bulkhead, stage tower, scenery lift or similar structure.

Appendix N | Draft CBD Zone and R-O Ordinance

**BOROUGH OF WOODLAND PARK
ORDINANCE NO. 25-XX**

**AN ORDINANCE OF THE BOROUGH OF WOODLAND PARK AMENDING AND
SUPPLEMENTING CHAPTER 34 “AFFORDABLE HOUSING”, SECTION 34-1.4
“INCLUSIONARY ZONING” TO AMEND THE AFFORDABLE HOUSING SET-ASIDE
REQUIREMENT FOR THE CBD CENTRAL BUSINESS DISTRICT AND
AFFORDABLE HOUSING R-O OVERLAY ZONE**

WHEREAS, the Borough’s Affordable Housing Ordinance requires inclusionary development in the Central Business District (CBD) Zone and Affordable Housing R-O Overlay Zone to provide a 20% affordable housing set-aside for for-sale developments and a 15% affordable housing set-aside for rental developments; and

WHEREAS, the Borough seeks to amend the affordable housing set-aside in the CBD District and R-O Overlay Zone to 20% regardless of tenure.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Borough Council of the Borough of Woodland Park, in the County of Passaic and State of New Jersey, that:

SECTION 1. Chapter 34 “Affordable Housing”, Section 1.4 “Inclusionary Zoning”, is hereby amended to add the following underlined text and remove text in ~~strikeout~~:

§34-1.4 Inclusionary Zoning.

- a. Presumptive densities and set-asides. To ensure the efficient use of land through compact forms of development and to create realistic opportunities for the construction of affordable housing, inclusionary zoning permits minimum presumptive densities and presumptive maximum affordable housing set-asides as follows:

2. Rental developments.

- (c) The zoning of the R-O Overlay Zone provides for a 20%15% set-aside for restricted units and a density of 22 units per acre.

- (e) The zoning of the CBD Zone provides for a 20%15% set-aside for restricted units and a density of 40 units per acre.

SECTION 2. Any article, section, paragraph, subsection, clause, or other provision of the Code of the Borough of Woodland Park, inconsistent with the provisions of this ordinance is hereby repealed to the extent of such inconsistency.

SECTION 3. If any section, paragraph, subsection, clause, or other provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

SECTION 4. This ordinance shall take effect upon its passage and publication and filing with the Passaic County Planning Board, and as otherwise provided for by law.

Attest:

Approved:

Introduced: Month Day, 2025

Adopted: Month Day, 2025

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Appendix O | Draft 2025 Spending Plan

BOROUGH OF WOODLAND PARK
2025 AFFORDABLE HOUSING TRUST
FUND SPENDING PLAN

June 6, 2025

Council Approval: _____

1) INTRODUCTION

The Borough of Woodland Park 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., and NJAC 5:97 et seq.). A development fee ordinance creating a dedicated revenue source for affordable housing was originally approved by the Council on Affordable Housing on November 30, 1999 and adopted by the municipality on November 26, 2008.¹ The ordinance establishes the Borough of Woodland Park's affordable housing trust fund for which this spending plan is prepared.

2) REVENUES FOR CERTIFICATION PERIOD

As of April 30, 2025, the Borough of Woodland Park has collected \$2,731,361.95 and expended \$1,099,251.35, resulting in a balance of \$1,632,110.60. 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 Capital One Bank for the purposes of affordable housing. These funds shall be spent in accordance with NJAC 5:93-8.16, as described in the sections that follow.

To calculate a projection of revenue anticipated during the period of the fourth round (2025-2035), the Borough of Woodland Park 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 26, 2025.

(b) Payment in lieu (PIL):

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

- No funds are anticipated at this time.

(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.

- \$300,000 is anticipated from the sale of 12 Browertown Road.

(d) Projected interest:

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

- The Borough projects collecting \$38,635.97 between 2025 and 2035.

The Borough of Woodland Park projects a total of \$364,721.42 in revenue to be collected between 2025 and 2035. This projected amount, when added to the Borough's trust fund balance as of April 30, 2025, results in an anticipated total revenue of \$1,996,832.02 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.

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												\$0
Residential Development Pending Approval												\$0
Projected Residential Development	\$0	\$5,217	\$0	\$5,217	\$0	\$5,217	\$0	\$5,217	\$0	\$5,217	\$0	\$26,085
(b) Payments in Lieu of Construction												
												\$0
(c) Other Funds												
12 Browertown Land Purchase		\$300,000										\$300,000
(d) Interest	\$38,028	\$122	\$0	\$122	\$0	\$122	\$0	\$122	\$0	\$122	\$0	\$38,635.97
Total	\$38,028	\$305,339	\$0	\$5,339	\$0	\$5,339	\$0	\$5,339	\$0	\$5,339	\$0	\$364,721.42

*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 \$347,806. (This value was provided by the Tax Assessor and is the average home value within the Borough.) 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 Borough of Woodland Park:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with the Borough of Woodland Park's development fee ordinance for both residential and non-residential developments in accordance with NJAC 5:91 and 5:93, 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 and new construction programs and projects.

The Borough of Woodland Park will dedicate a maximum of \$50,000 for hard costs (renovation work) to rehabilitate five units.

Rehabilitation program: Maximum of \$100,000

New construction project(s): \$0

(b) Affordability Assistance (NJAC 5:93-8.16).

Municipalities are required to spend a minimum of 30% of development fee revenue to render existing affordable units more affordable and one-third of that amount must be dedicated to very-low income households (i.e. households earning less than 30% of the regional median income). The actual affordability assistance minimums are calculated on an ongoing basis in the online Affordable Housing Monitoring System platform based on actual revenues.

According to the chart on the following page, the Borough of Woodland Park is required to dedicate \$50,216.55 from the affordable housing trust fund to render units more affordable, including \$16,738.85 to render units more affordable to households earning 30% or less of median income by region, as follows:

- **12 Browertown Road Acquisition.** The Borough is in the process of buying 12 Browertown Road. This site will be utilized to construct two very-low-income group homes. After the purchase is final, the Borough will sell the property to Nouvelle,

LLC who will build the two homes. While the purchase price is \$770,000, ultimately only \$470,000 will be sourced from the trust fund as Nouvelle will pay the Borough \$300,000.

- **12 Browertown Road Soft Costs.** The Borough is reserving up to \$50,000 to assist with the soft costs related to the construction of the two group homes. This includes, but is not limited to, permit fees, and sewer and water connection fees.
- **Affordable Family Rental Unit Soft Costs.** The Borough is required to provide a certain percent of its affordable units as family rental units. To incentivize a developer to construct affordable family rental units, the Borough will provide up to \$10,000 per affordable family rental unit in soft costs to enable the construction of the family rental units. This document reserves up to \$200,000 to enable this program, which is dependent on development fees collected.
- **Other Future Affordable Housing Opportunities.** Woodland Park is seeking a vacant land adjustment as part of its Fourth Round housing compliance. However, if the opportunity arises over the next decade to partner with an entity to construct supportive / special needs affordable housing, work with Habitat for Humanity, construct a 100% affordable development, etc., Woodland Park would like to reserve funds to aid in bringing said units to fruition. It is anticipated that the program would be structured to provide funding per unit or bed in exchange for a deed restricted unit / bed. Up to \$719,641 will be available for this mechanism, which is dependent on development fees collected.

AFFORDABILITY ASSISTANCE CALCULATION			
Actual development fees through 4.30.2025	\$	533,975.41	
Actual interest earned through 4.30.2025	+	\$ 179,445.01	
Development fees projected 5.1.2025-2035	+	\$ 26,085.45	
Interest projected 5.1.2025-2035	+	\$ 38,635.97	
Less housing activity expenditures through 4.30.2025	-	\$ -	
Total	=	\$ 778,141.84	
Calculate 30 percent	x .30 =	\$ 233,442.55	
Less Affordability assistance expenditures through 4.30.2025	-	\$ 183,226.00	
Projected Minimum Affordability Assistance Requirement 5.1.2025-2035	=	\$ 50,216.55	
Projected Minimum Very Low-Income Affordability Assistance Requirement 5.1.2025-2035	÷ 3 =	\$ 16,738.85	

(c) Administrative Expenses (NJAC 5:97-8.9).

Municipalities are permitted to use affordable housing trust fund revenue for related administrative costs up to a 20% limitation pending funding availability after programmatic and affordability assistance expenditures. The actual administrative expense maximum is calculated on an ongoing basis in the online Affordable Housing Monitoring System platform based on actual revenues.

The Borough of Woodland Park projects that \$207,191.32 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:

- Borough Attorney, Engineer and Planner fees related to attaining affordable housing compliance as well as consulting fees related to the administration and implementation of the Borough'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	\$	713,420.42		
Projected dev fees and interest 5.1.2025-2035	+	\$ 64,721.42		
Payments-in-lieu of construction and other deposits thru 4.30.2025	+	\$ 2,017,941.53		
Less RCA expenditures thru 4.30.2025	-	\$ 705,000.00		
Total	=	\$ 2,091,083.37		
Calculate 20 percent	x .20 =	\$ 418,216.67		
Less admin expenditures thru 4.30.2025	-	\$ 211,025.35		
Projected Maximum available for administrative expenses 5.1.2025-2035	=	\$ 207,191.32		

5) EXPENDITURE SCHEDULE

The Borough of Woodland Park intends to use affordable housing trust fund revenues for the creation and/or rehabilitation of housing units. It should be noted that the amount spent in a given year for any line item may actually span multiple years in reality. The chart below provides an estimated timeline for expenditure and does not restrict the Borough from spending the money sooner or later in the Fourth Round period, nor does it prohibit the Borough 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												Total
		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035		
Borough Rehab Program	5		\$10,000		\$10,000		\$10,000		\$10,000				\$10,000	\$50,000
Affordability Assistance														
12 Browertown Road Acquisition	8 beds	\$770,000												\$770,000
12 Browertown Road Soft Costs	8 beds		\$50,000											\$50,000
Affordable Family Rental Unit Soft Costs	10 to 20				\$200,000									\$200,000
Other Future Affordable Housing Opportunities	TBD										\$500,000	\$219,641		\$719,641
Administration		\$20,000	\$20,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$19,191	\$20,000	\$20,000	\$207,191
Total		\$790,000	\$80,000	\$18,000	\$228,000	\$18,000	\$28,000	\$18,000	\$28,000	\$19,191	\$520,000	\$249,641		\$1,996,832.02

6) EXCESS OR SHORTFALL OF FUNDS

The Borough currently has sufficient funds to cover the hard costs (renovation work) of the Rehabilitation Program. 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 Borough will use those excess funds towards rehabilitation or affordability assistance.

7) SUMMARY

The Borough of Woodland Park intends to spend affordable housing trust fund revenues pursuant to NJAC 5:97-8.7 through 8.9 and consistent with the housing programs outlined in the Fourth Round Housing Plan Element and Fair Share Plan.

The Borough of Woodland Park has a balance of \$1,632,110.60 as of April 30, 2025 and anticipates an additional \$364,721.42 in revenues through 2035 for a total of \$1,996,832.02. This Spending Plan demonstrates the Borough's **commitment to expend** \$1,996,832.02 through December 31, 2035, including a commitment to expend with respect to the following:

- Commitment to expend a maximum of \$50,000 towards the hard costs of a Rehabilitation Program;
- Commitment to expend up to \$1,739,640.70 towards affordability assistance; and
- Commitment to expend up to \$207,191.32 towards administrative costs.

The table below provides a summary of the affordable housing trust fund spending plan.

SPENDING PLAN SUMMARY			
Balance as of April 30, 2025			\$1,632,110.60
Projected Revenue 5.1.2025-2035			
Development fees	+		\$26,085.45
Payments in lieu of construction	+		\$0.00
Other funds	+		\$300,000.00
Interest	+		\$38,635.97
TOTAL REVENUE	=		\$1,996,832.02
Projected Expenditures 5.1.2025-2035			
Funds used for Rehabilitation	-		\$50,000.00
Housing Activity	-		\$0.00
Affordability Assistance	-		\$1,739,640.70
Administration	-		\$207,191.32
Total Projected Expenditures	=		\$1,996,832.02
Remaining Balance	=		

Appendix P | Draft Intent to Bond Resolution

**BOROUGH OF WOODLAND PARK
PASSAIC COUNTY, NEW JERSEY
RESOLUTION R25-**

MOTIONED BY:

SECONDED BY:

**RESOLUTION OF THE BOROUGH OF WOODLAND PARK, IN THE COUNTY OF
PASSAIC, STATE OF NEW JERSEY, OF INTENT TO BOND IN THE EVENT THAT
THERE IS A SHORTFALL IN FUNDING TO EFFECTUATE CERTAIN
AFFORDABLE HOUSING MECHANISMS IN ITS HOUSING ELEMENT AND FAIR
SHARE PLAN**

WHEREAS, the Council of the Borough of Woodland Park desires to create a realistic opportunity for the creation of affordable housing within the Borough; and

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

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

WHEREAS, the Housing Element and Fair Share Plan provides for a municipally-sponsored Rehabilitation Program and two group homes; and

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

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

WHEREAS, the Borough of Woodland Park is committed to securing approval of its Housing Element and Fair Share Plan; and

WHEREAS, the Borough of Woodland Park acknowledges the affordable housing rules and regulations that provide that, although utilization of a mandatory development fee ordinance is an appropriate mechanism to raise money for the purpose of off-setting the expenses incurred in connection with the Housing Element and Fair Share Plan, there must be an alternative funding source in the event that insufficient monies are derived from the mandatory development fee

ordinance or other resources, or the funds are not received in a timely fashion, for the purpose of effectuating the municipally-sponsored Rehabilitation and two group homes; and

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

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

Record of Mayor and Council Vote on Passage

	AYE	NAY	Abstain	Absent		AYE	NAY	Abstain	Absent
Chaabane					Tiseo				
DeCesare					Torres				
Gatti					Mayor Kallert				
Sica									

This resolution was approved by the Mayor and Council of the Borough of Woodland Park at a regular scheduled meeting held on the ____ day of _____, 2025. Signed and sealed before me.

Sandra Olivola, Municipal Clerk

Dated

Appendix Q | Municipal Housing Liaison Resolution

**BOROUGH OF WOODLAND PARK
PASSAIC COUNTY, NEW JERSEY
RESOLUTION R25-108**

MOTIONED BY: Councilman DeCesare
SECONDED BY: Councilwoman Tiseo

**RE-APPOINTMENT OF
MUNICIPAL HOUSING LIAISON**

WHEREAS, the Governing Body of the Borough of Woodland Park petitioned the Council on Affordable Housing for substantive certification of its Housing Element and Fair Share Plan on January 31, 2006; and

WHEREAS, Woodland Park Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.) and Affordable Housings fourth Round Substantive Rules (N.J.A.C. 5:94-1, et. seq.); and

WHEREAS, pursuant to N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq., Woodland Park is required to appoint a Municipal Housing Liaison for the administration of Woodland Park affordable housing program to enforce the requirements of N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq., and

WHEREAS, Woodland Park has amended Chapter 34 sect. 34-1.16 Affordable Housing to provide for the appointment of a Municipal Housing Liaison to administer Woodland Park affordable housing program.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Woodland Park in the County of Passaic and the State of New Jersey that the Borough Administrator Samuel Yodice Jr. is hereby re-appointed by the Governing Body of Woodland Park as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Chapter 34 sect. 34-1.16 Affordable Housing of the Borough of Woodland Park.

Record of Mayor and Council Vote on Passage

	AYE	NAY	Abstain	Absent		AYE	NAY	Abstain	Absent
Chaabane	✓				Tiseo	✓			
DeCesare	✓				Torres	✓			
Gatti	✓				Mayor Kallert				✓
Sica	✓								

This resolution was approved by the Mayor and Council of the Borough of Woodland Park at a regular scheduled meeting held on the 16th day of April 2025. Signed and sealed before me.


Sandra Olivola, Municipal Clerk

April 16, 2025
Dated

Appendix R | Planning Board Resolution Approving HEFSP

RESOLUTION OF THE PLANNING BOARD OF THE BOROUGH OF WOODLAND PARK ADOPTING A FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE 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”); and

WHEREAS, the New Jersey Department of Community Affairs (DCA) calculated Woodland Park’s present need obligation as 153 and its prospective need obligation as 346; and on January 29, 2025, the Mayor and Council adopted Resolution R25-055 accepting the DCA’s calculation of the Borough’s present need and correcting the developable land data regarding Woodland Park’s prospective obligation which modifications resulted in an adjusted Fourth Round Obligation (211), subject to any vacant land and/or durational adjustment; and

WHEREAS, in accordance with the Amended FHA and the Administrative Office of the Court’s Directive No. 14-24, the Borough filed a timely Fourth Round Declaratory Judgment complaint (“DJ Complaint”) with the Affordable Housing Dispute Resolution Program (“the Program”), along with its binding resolution, on January 31, 2025; and

WHEREAS, the filing of the DJ Complaint gave the Borough automatic immunity from all exclusionary zoning lawsuits, including builder’s remedy lawsuits, which is still in full force and effect; and

WHEREAS, during the 30-day challenge window, a challenge was received from the Fair Share Housing Center (FSHC) and mediation was held over several days in March of 2025, which ultimately resulted in a settlement with Fourth Round Obligation of 240; and

WHEREAS, on May 1, 2025, the Court entered an order establishing the Borough’s Fourth Round Present Need Obligation at 240; and

WHEREAS, now that the Borough has its Fourth Round Obligations, the Amended FHA requires the municipality to adopt a Fourth Round Housing Element and Fair Share Plan by June 30, 2025; and

WHEREAS, in accordance with the Amended FHA, the Borough’s affordable housing planner drafted a Fourth Round Housing Element and Fair Share Plan, which is attached hereto as Exhibit A; and

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing on the Fourth Round Housing Element and Fair Share Plan on June 26, 2025; and

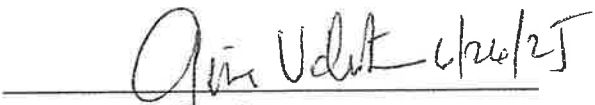
WHEREAS, the Planning Board determined that the attached Fourth Round Housing Element and Fair Share Plan is consistent with the goals and objectives of the Borough's current Master Plan, and that the adoption and implementation of the Fourth Round Housing Element and Fair Share Plan is in the public interest and protects public health and safety and promotes the general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Borough of Woodland Park, County of Passaic, State of New Jersey, that the Planning Board hereby adopts the Fourth Round Housing Element and Fair Share Plan attached hereto as Exhibit A.

 6/26/25
Chairman of the Planning Board

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Planning Board of the Borough of Woodland Park at a regular meeting held on the 26th day of June, 2025.

 6/26/25
Planning Board Secretary

Appendix S | Council Resolution Endorsing HEFSP

**BOROUGH OF WOODLAND PARK
PASSAIC COUNTY, NEW JERSEY
RESOLUTION R25-179**

MOTIONED BY: Councilman DeCesare
SECONDED BY: Councilman Torres

**RESOLUTION OF THE BOROUGH OF WOODLAND PARK ADOPTING A FOURTH ROUND
HOUSING ELEMENT AND FAIR SHARE 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"); and

WHEREAS, the New Jersey Department of Community Affairs (DCA) calculated Woodland Park's present need obligation as 153 and its prospective need obligation as 346; and on January 29, 2025, the Mayor and Council adopted Resolution R25-055 accepting the DCA's calculation of the Borough's present need and correcting the developable land data regarding Woodland Park's prospective obligation which modifications resulted in an adjusted Fourth Round Obligation (211), subject to any vacant land and/or durational adjustment; and

WHEREAS, in accordance with the Amended FHA and the Administrative Office of the Court's Directive No. 14-24, the Borough filed a timely Fourth Round Declaratory Judgment complaint ("DJ Complaint") with the Affordable Housing Dispute Resolution Program ("the Program"), along with its binding resolution, on January 31, 2025; and

WHEREAS, the filing of the DJ Complaint gave the Borough automatic immunity from all exclusionary zoning lawsuits, including builder's remedy lawsuits, which is still in full force and effect; and

WHEREAS, during the 30-day challenge window, a challenge was received from the Fair Share Housing Center (FSHC) and mediation was held over several days in March of 2025, which ultimately resulted in a settlement with Fourth Round Obligation of 240; and

WHEREAS, on May 1, 2025, the Court entered an order establishing the Borough's Fourth Round Present Need Obligation at 240; and

WHEREAS, now that the Borough has its Fourth Round Obligations, the Amended FHA requires the municipality to adopt a Fourth Round Housing Element and Fair Share Plan by June 30, 2025; and

WHEREAS, in accordance with the Amended FHA, the Borough's affordable housing planner drafted a Fourth Round Housing Element and Fair Share Plan, which is attached hereto as Exhibit A, and complies with the requirements of N.J.S.A. 40:55D-28(b)(3); and

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a joint public hearing on the Fourth Round Housing Element and Fair Share Plan on June 26, 2025 in conjunction with the Borough of Woodland Park's Mayor and Council, which provided notice pursuant to N.J.S.A. 10:4-6, et seq.; and

WHEREAS, the Borough of Woodland Park determined that the attached Fourth Round Housing Element and Fair Share Plan is consistent with the goals and objectives of the Borough's current Master Plan, the Settlement Agreement that has been referenced herein, and the Court Order entered by the Hon. Darren DelSardo, P.J.S.Cv. on May 1, 2025, and that the adoption and implementation of the Fourth Round Housing Element and Fair Share Plan is in the public interest and protects public health and safety and promotes the general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Borough of Woodland Park, County of Passic, State of New Jersey, that the Borough of Woodland Park hereby endorses the Fourth Round Housing Element and Fair Share Plan attached hereto as Exhibit A.

Record of Mayor and Council Vote on Passage

	AYE	NAY	Abstain	Absent		AYE	NAY	Abstain	Absent
Chaabane	✓				Tiseo				✓
DeCesare	✓				Torres	✓			
Gatti	✓				Mayor Kallert	✓			
Sica	✓								

This resolution was approved by the Mayor and Council of the Borough of Woodland Park at a regular scheduled meeting held on the 26th day of June 2025. Signed and sealed before me.

Sandra Olivola
Sandra Olivola, Municipal Clerk

June 26, 2025
Dated

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Borough of Woodland Park at a regular meeting held on the 26th day of June, 2025.

Sandra Olivola
Sandra Olivola, RMC
Borough of Woodland Park