CAUCUS/FINANCE MEETING
May 6, 2026

A REGULAR SCHEDULED CAUCUS/FINANCE MEETING of the Mayor and Council of the Borough of Carlstadt was held in the Caucus Room of the Borough Hall, 500 Madison Street, Carlstadt, New Jersey on Wednesday, May 6, 2026 at 7:00 P.M.

Mayor Robert Zimmermann asked Kimberly Koziel, Acting Borough Clerk to call the roll: Mayor Robert Zimmermann, Council members David Stoltz, James Lenoy, Joseph Emerson and Suzanne Fonseca were present. Councilman William Roseman arrived at 7:02 P.M. and Councilwoman Diane DeBiase arrived at 7:03 P.M.

Joseph Crifasi, Borough Administrator and Joseph Donahue, Borough Attorney were both present.

Mayor Zimmermann led all present in the Pledge of Allegiance to the Flag.

Mayor Zimmermann – This meeting has been called pursuant to the Open Public Meetings Law and in compliance with the Open Public Meetings Act, notice of this meeting was posted on the Borough website, meeting the requirements of P.L. 2025, c.72 (C:35:3-1 et al) and N.J.S.A. 10:4-6 and the updated 2026 guidelines. The notice included the location, time and date, which was also sent to the official newspapers and posted on the municipal building bulletin board.

PROFESSIONAL REPORTS

Gregory Polyniak, of Neglia Engineering Group, read his report for the month of April regarding projects that are being done in the Borough of Carlstadt. A copy of his report is on file in the Borough Clerk's office.

Robert Ceberio, of RCM Ceberio, LLC Management Consultants, read his report for the month of April regarding projects that are being done in the Borough of Carlstadt, A copy of his report is on file in the Borough Clerk's office.

PRESENTATIONS

A. Presentation by TERRALEAF LLC regarding 610 Commercial Avenue

Matt Gilson, attorney for Terraleaf LLC, introduced Rabbi Abe Friedman, the principal investor for Terraleaf, who is applying for a Class 1 Cultivator and Class 2 Manufacturing cannabis license.

Rabbi Friedman thanked everyone and stated he is looking forward to being involved in this project in Carlstadt. He mentioned he has the utmost respect for the people he has been working with from Carlstadt. His intention is to have the renovations of the building completed in roughly eight months, as the building has been vacant for a long time. He said as the project moves forward, he would like to bring the person who will oversee security at the facility to meet the Police Chief, Mayor and Council. He thanked everyone again and noted he would like to introduce Emily, an attorney for the consulting firm working with him and his team.

Emily from the Consulting Firm representing Terraleaf mentioned she has worked with Rabbi Friedman for many years and noted his commitment to the communities he works in. She explained that all cultivation and manufacturing will be done at the facility and it will not be open to the public. She also explained that security will be of the utmost importance 24 hours a day, seven days a week.

Mayor Zimmermann and Council members thanked Rabbi Friedman and his team for choosing Carlstadt and look forward to working with them.

B. Presentation by the Hackensack Street Revitalization Committee

Brian Intindola of the Neglia Group gave his assessment and recommendation on parking issues. His overall recommendation is to increase parking of Hackensack Street.

Jeff Schlecht of RSC Architects presented his design assessment, noting the goal is to create streetscape and pedestrian space. He stated that the current building ordinance may require amendments to achieve a consistent build-to design for renovations or new development.

Bob Benecke of Benecke Economics identified the area and values of properties. He stated that while property values are rising, average assessed values for commercial properties are lower than residential properties, which should be corrected. Mr. Benecke emphasized the need for business investment, recommending a 5-year tax abatement program for incentive. He also recommended meeting with Senator Sarlo to explore available grants.

OTHER BUSINESS

Lisandra Rios, owner of 439 Hackensack Street, and her partner, Rob, spoke regarding the two-hour parking restriction on Hackensack Street. They noted that they are receiving numerous parking tickets and inquired if the town could modify the current restrictions. The Mayor and Council explained that the rule is intended to assist business owners with turnover but stated they would review the situation to determine if any adjustments can be made.

APPROVAL OF MINUTES

Mayor Zimmermann entertained a motion to accept the minutes of the April 15, 2026 Caucus Meeting (Open & Closed Sessions) and the April 15, 2026 Council Meeting.
On motion by Fonseca, seconded by Stoltz, the minutes were approved on a roll call voted with Councilwoman DeBiase abstaining, and Council members Stoltz, Lenoy, Emerson, Roseman and Fonseca voting in favor.

CONSENT AGENDA

RESOLUTION NO. 2026-129

WHEREAS, Pegasus Transport Service, Inc. has made application to the Borough of Carlstadt for the renewal of two (2) limousine licenses; and

WHEREAS, the renewal application has been filed together with the requisite fee, and proof of insurance and Power of Attorney as required under N.J.S.A. 48:16-14 and 16 and vehicle and driver information as required by the ordinance to the satisfaction of the Borough Clerk.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Carlstadt, County of Bergen, State of New Jersey that the application of Pegasus Transport Service, Inc. to renew two (2) limousine licenses at 800 Central Boulevard, Carlstadt, NJ 07072 be and hereby is approved for Vin # 246526 and Vin # 232451 nunc pro tunc.

AND, BE IT FURTHER RESOLVED that the Borough Clerk is hereby authorized and directed to issue the renewal of two (2) limousine licenses at the above referenced location for the period of one year, commencing April 22, 2026 and ending on April 22, 2027 and a Certificate of Compliance with the requirements of N.J.S.A. 48:16-14 and 16, through the period indicated on the proof of insurance as submitted with the application.

RESOLUTION NO.2026-130

WHEREAS, there is a vacancy in the position of Borough Clerk within the Borough of Carlstadt; and

WHEREAS, the Deputy Borough Clerk, Kimberly Koziel, has the ability to fill this position at this time.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Carlstadt, County of Bergen, State of New Jersey hereby appoints Kimberly Koziel as Acting Borough Clerk, to serve effective January 1, 2026 through December 31, 2026.

RESOLUTION NO. 2026-131

**RESOLUTION AUTHORIZING EMERGENCY CONTRACT
FOR A STORM SEWER COLLAPSE
AT 455 SIXTEENTH STREET - GENERAL TRADING**

WHEREAS, an emergency affecting the health, safety and welfare of the general public arose with respect to a sink hole and; and

WHEREAS, the Borough Engineer evaluated the situation and was of the opinion that the extent of the damage requires replacement of Seventy (70) Linear Feet of Sixty (60) inch corrugated metal storm sewer to prevent further sinkhole; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-6 authorizes the awarding of emergency purchases and contracts, without public advertising for bids and bidding therefore, when an emergency effecting health, safety or welfare requires the immediate delivery of the articles or the performance of the services; and

WHEREAS, the cost of the necessary construction equipment, materials and labor to perform the replacement of Seventy (70) Linear Feet of Sixty (60) inch corrugated metal storm sewer emergency repair from Montana Construction, 80 Content Avenue, Lodi, NJ 07644, is estimated at not to exceed $275,000.00 and the costs associated with engineering support and construction inspection from the Neglia Group is estimated at not to exceed $26,900.00 for total estimated emergency costs of approximately $301,900.00; and

WHEREAS, an emergency affecting health, safety or welfare required the immediate action or the performance of the services; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Carlstadt that:

1. The Borough Engineer is hereby authorized to secure the necessary labor and material and to proceed with the emergency replacement of Seventy (70) Linear Feet of collapsed Sixty (60) inch corrugated metal storm sewer at 455 Sixteenth Street – General Trading, in the Borough's Easement at the rear of the property; and

2. The Chief Financial Officer is hereby authorized to appropriate a total amount not to exceed $301,900.00 for the emergency replacement of Seventy (70) Linear Feet of collapsed Sixty (60) inch corrugated metal storm sewer at 455 Sixteenth Street – General Trading, in the Borough's Easement at the rear of the property; and engineering support and construction inspection on an emergency basis as described above; and

3. The Mayor and Borough Clerk are hereby authorized and directed to execute a contract and/or payment to the Neglia Group, 34 Park Avenue, Lyndhurst, N.J. 07071 in the amount not to exceed $26,900.00 to provide engineering support and construction inspection on an emergency basis as described above; and

4. This Contract is awarded without public bidding on an emergency basis in accordance with N.J.S.A. 40A:11-6 of the Local Public Contracts Law because

the damaged sewer line had a severe adverse impact on the health, safety and welfare of general public.

RESOLUTION NO. 2026-132

**AGREEMENT BETWEEN
THE NEW JERSEY DEPARTMENT OF TRANSPORTATION AND
THE BOROUGH OF CARLSTADT FOR MAINTENANCE ROADWAY
RESURFACING**

THIS AGREEMENT ("Agreement") is made as of the 6th day of May, 2026 (the "Effective Date") by and between the **STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION (the "NJDOT")**, located at 1035 Parkway Avenue, Trenton, New Jersey 08625 and the **BOROUGH OF CARLSTADT(the "BOROUGH")**, located at 500 Madison Street, Carlstadt, New Jersey 07072 (collectively the "Parties").

WHEREAS, the BOROUGH has jurisdiction over Paterson Plank Road from Washington Avenue to south of the Connection Road of the American Dream ("the Property"); and

WHEREAS, pursuant to N.J.S.A. 27:7-15 and N.J.S.A. 27:7-16, the NJDOT may enter into a contract with the BOROUGH for the work on the Property to be performed by the NJDOT; and

WHEREAS, the NJDOT through its paving contractors shall resurface various roadways throughout the State, under which the NJDOT instructs its contractor to provide maintenance resurfacing of those roadways; and

WHEREAS, the BOROUGH has determined that the Property needs to be resurfaced and, rather than entering into an individual contract for its needs, desires to have the work performed by the NJDOT's contractor; and

WHEREAS, the NJDOT and the BOROUGH desire to establish the responsibilities of the Parties with respect to the provisions of the maintenance resurfacing work.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, promises, and obligations contained herein, including the payment of the amount of $1.00 by the BOROUGH to the NJDOT, which the Parties acknowledge to be good and sufficient consideration to support this Agreement and bind and obligate the Parties hereto, the Parties hereto agree as follows:

1. Preambles. The preambles of this Agreement are incorporated into this Agreement as though set forth here in verbatim.

2. Scope of Work. The NJDOT will instruct its paving contractor to provide resurfacing of portions of Paterson Plank Road from the intersection of Washington Avenue to up to 75 feet south of the North Connection Road according to the approved design by the NJDOT as part of the contract with the NJDOT's paving contractor. Prior to the commencement of the Work, said Work shall be subject to approval of the Borough's Engineer, which shall not be unreasonably withheld. The Work, which shall be subject to change at the discretion of the NJDOT and the Borough's Engineer's approval based upon site conditions, shall include:

- Resurfacing of approximately portions of the 0.24 linear miles of roadway, 3 inch mill and 3 inch overlay of HMA 12.5M64 from of Paterson Plank Road from Washington Avenue. The work may consist of resurfacing from gutter line to gutter line, as directed by the NJDOT Resident Engineer.
- The surface of the roadway will be milled and replaced in-kind, maintaining the existing roadway grades.
- All traffic lines and markings will be replaced in kind or at the direction of the Borough Engineer
- Drainage structures within the resurfacing limits will not be addressed unless reconstruction of deteriorated of inlets is deemed warranted as determined by the Resident Engineer. The NJDOT and NJDOT's Contractor are not responsible for damage to drainage structures.
- ADA compliance at intersections within the project limits will not be performed by the NJDOT. Any ADA upgrades required would be the responsibility of the Borough prior to, during or after the performance of the Work and shall not be done by the NJDOT.
- Upgrades to utilities or utility hardware will not be addressed within this contract. The NJDOT's Contractor is not responsible for deterioration or damage to underground utilities.
- Driveways will not be addressed by this contract.
- Deteriorated curb and sidewalk will not be addressed by the NJDOT contract.

- Traffic Signals will not be upgraded under the WORK.
- Beam guiderail will not be addressed under the WORK.
- Traffic Control at intersections will be provided at no cost by the BOROUGH.

The NJDOT reserves the right to modify any components of the Work, including the dates for start and/or completion, subject to approval of the BOROUGH and reasonable notice to the BOROUGH.

3. Responsibilities of the NJDOT. The NJDOT shall be solely responsible for:

A. All design and supervisory responsibilities necessary for the construction of the Work;

B. Obtaining all necessary permits, licenses, consents, approvals and other authorizations, including those required under State laws (including Environmental Laws), required by the development and construction of the Work in all material respects in accordance with the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction 2019, as amended;

C. Performing any other acts necessary in connection with the Work in all material/constructability respects in accordance with the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction 2019, State Laws, and all Insurance Requirements.

D. Sole management, control and responsibility over and the liability for the construction, traffic control plans, construction means, methods, and procedures for the Work.

E. The NJDOT acknowledges and agrees that until such time as the BOROUGH has taken possession of the Property constructed in accordance with the Work, through the exercise of remedies under this Agreement, the NJDOT will have at all times sole dominion over and control and maintenance of the Property. This Agreement does not constitute an acceptance of maintenance of the Property by the NJDOT after completion of the Work.

4. Responsibilities of the BOROUGH. At all times pertinent to this Agreement:

A. The BOROUGH acknowledges and agrees that after the completion of the Work the BOROUGH shall take possession of the Property and re-assume sole responsibility for the operation, inspection, and maintenance of the Property. The BOROUGH also agrees that after the work has been completed, the NJDOT does not have any further responsibilities pursuant to this Agreement.

B. The BOROUGH shall maintain insurance policies during the period of the Work being performed as required under the Insurance Requirements such that the Work does not constitute a danger to persons or things.

C. Provide the NJDOT approved hours of operation to complete the construction, striping plans, and approved detour plans (if desired).

D. Provide all local police protection for the construction work, as coordinated with the BOROUGH's Police Department, at BOROUGH's cost.

5. Not Subject to Local Law. The BOROUGH understands that all work performed by the NJDOT is not, and shall not, be subject to local, municipal, city or county ordinances, requirements or laws.

6. Review of the Work. Upon completion of all Work, the NJDOT shall give the BOROUGH written notice that all Work is complete. The BOROUGH shall have seven (7) days in which its Engineer may review the Work. If the NJDOT does not receive written objection to some or all of the Work by the close of business on the seventh day following the date on the notice that all Work is complete, the BOROUGH will be deemed to accept the Work, in total, and the BOROUGH will be deemed to accept full responsibility for the Property as set forth in this Agreement.

7. Right of Entry. The BOROUGH grants the NJDOT and the NJDOT's employees, agents, and contractors permission to enter the BOROUGH's right-of-way for the purpose of completing the Work. Such access shall include, but not be limited to, the right to enter and move freely about the BOROUGH's right-of-way for all necessary or reasonable purposes related to the Work.

8. Funding. The NJDOT will fund the costs of completing the Work at no cost to the BOROUGH.

9. Jurisdiction/Maintenance. The NJDOT's agreement to complete the Work as requested by the BOROUGH is limited solely to the NJDOT's specifications for the Work. Upon

completion of the Work, the BOROUGH will re-assume sole responsibility for the operation, inspection, and maintenance of the Property.

10. Indemnity Against Third Party Claims. The BOROUGH agrees to indemnify the NJDOT from any and all liability, claims, damages and actions, actual and alleged, of whatever kind or nature made by third parties, including but not limited to personal injury claims, wrongful death claims, property damage claims, and contractual liability claims arising out of or alleged to arise out of or in connection with the NJDOT's completion of the Work. The NJDOT shall not be responsible for, and the BOROUGH agrees to release the NJDOT from all liability and agrees to hold harmless the NJDOT and its officers, and employees for, any any and all suits, claims, losses, demands, or damages of whatsoever kind or nature made by third parties and arising out of or which are claimed to arise out of any negligent act, error, or omission of its employees in connection with this Agreement while on the property owned by the BOROUGH. It is specifically understood, that neither the NJDOT nor the Borough, in entering this Agreement, waive their sovereign immunity or any requirements, limitations, or defenses they may have by virtue of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The obligations of this paragraph shall survive the expiration, rescission, and termination of this Agreement.

11. Defense. The BOROUGH, at its own expense, shall defend and pay all reasonable charges for attorneys and all reasonable costs and other expenses arising from any such suit or claim or incurred made by a third party in connection therewith; and, if any judgment shall be rendered against the NJDOT in any such action covered by the foregoing indemnity, the BOROUGH shall, at its own expense, satisfy and discharge the same unless the BOROUGH appeals any such judgment and, in connection with such appeal, the payment of such judgment is stayed by a court of competent jurisdiction.

12. Insurance. The BOROUGH shall obtain and maintain insurance coverage consistent with the obligation that it is accepting under this Agreement, in accordance with best municipal practices. The Borough and the NJDOT, along with their respective elected or appointed officials, officers, agents and employees, shall be named as additional insureds on the contractor's and subcontractor's Commercial General Liability Policies, which must be primary and noncontributory with respect to the additional insureds. The Borough shall provide the State and NJDOT with a certificate of insurance including each entity as an additional insured.

13. Dispute Resolution. If there are disagreements or disputes between the Parties concerning this Agreement, the Parties' agency heads or their duly authorized representatives agree to confer to resolve the disagreement or dispute, if possible. A "duly authorized representative" for the

purpose of this Agreement is defined as a person who has been designated in writing by a Party as having actual authority to sign documents on behalf of the Party. In the event the Parties cannot resolve the agreement or dispute, the Parties may submit such dispute to non-binding mediation. This non-binding mediation would be contractual in nature, and would not be a prerequisite to the filing of a legal action. Nothing in this Paragraph, however, shall be construed as waiving or altering the requirements of the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

14. Subject to Fund Availability. All obligations of the Parties pursuant to this Agreement are subject to appropriations and the availability of funds. A failure by the NJDOT to perform any condition on its part to be performed under this Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach or default by the NJDOT and the NJDOT shall not be held liable in any manner whatsoever because of the absence of available funding.

15. Environmental Contamination. The BOROUGH shall be liable for any discharge, leak, or contamination that occurs as a result of the NJDOT's completion of the Work and shall comply as expeditiously as possible with the requirements of the New Jersey Department of Environmental Protection or any governmental entity in the clean-up and remediation of any such discharge, leak, or contamination, to the extent caused by the Borough's acts or omissions. The NJDOT shall not be responsible for any such remediation activities or for any penalties that may be assessed by any governmental entity as a result of any discharge, leak, or contamination as a result of its completion of the Work.

16. Work Delays. In the event that any Party is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, unavailability or excessive price of fuel, power failure, riots, insurrection, war, terrorist activities, chemical explosions, hazardous conditions, fire, weather or acts of God, or by reason of any other cause beyond the exclusive and reasonable control of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of any such act shall be extended for a period equivalent to the period of such delay.

17. Suspension of Work. The NJDOT may, in its sole discretion, suspend the Work, wholly or in part, for such period as deemed necessary for the following:

- Contractor Fault. Contractor fault includes but is not limited to: failure to carry out Contract requirements; failure to correct unsafe conditions; or, failure to carry out the directions of the NJDOT.

- Unsuitable Weather. Unsuitable weather is a weather condition that prevents the NJDOT's contractor from performing work as specified in the Contract. The NJDOT also has the right to suspend work for a potential weather condition.
- Convenience of the NJDOT. For the convenience of the NJDOT, the NJDOT may direct, in writing, its contractor to suspend all or any portion of the Work for the period of time that the NJDOT determines to be appropriate.

18. Termination. The NJDOT has the right to, by written order, terminate the Agreement for convenience. The NJDOT has the right to, by written order, terminate the Agreement for cause. The rights and remedies of the NJDOT are in addition to any other rights and remedies provided by law.

19. No Personal Liability. No official or employee of the NJDOT shall be charged personally by the BOROUGH and/or their employees, agents, contractors, or subcontractors with any liability or held liable to the BOROUGH and/or their employees, agents, contractors, or subcontractors under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or attempted or alleged breach of this Agreement.

20. General Provisions.

A. Notices. Whenever, under the terms of this Agreement, written notice is required to be given, it shall be directed as follows, unless written notice of change of address or individual is provided by a Party:

If to the STATE:

New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, NJ 08625
Attn: Christopher Feinthel, Assistant Commissioner

If to the BOROUGH:

All notices and submissions, except as otherwise expressly provided in this Agreement, shall be sent with an acknowledging return receipt requested. Said notice may be delivered by overnight delivery.

B. Captions. The captions appearing in this Agreement are inserted and included solely for convenience and shall not be considered or given effect in construing this Agreement, or its provisions, in connection with the duties,

obligations, or liabilities of the Parties or in ascertaining intent, if a question of intent arises. The preambles are incorporated into this paragraph as though set forth in verbatim.

C. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. The doctrine that a document is to be construed against its preparer does not apply to this Agreement and cannot be utilized with reference to any claim or dispute arising out of or related to this Agreement.

D. Amendments. This Agreement may be amended by the written request of any Party and with the consent of the other Parties. Any proposed amendment of this Agreement shall be submitted by one Party to the other Parties at least five (5) business days prior to formal discussion or negotiation of the issue. Any agreed amendment of this Agreement shall be set forth in writing and signed by an authorized representative of each Party in order to become effective.

E. Severability. Should any term or provision of this Agreement, or any application thereof to any person or circumstance, be judicially determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and the balance of the terms and provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law. The Parties may renegotiate the terms affected by the severance.

F. No Third-Party Beneficiaries. This Agreement does not create in any individual or entity the status of third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties and shall insure solely to the benefit of the Parties. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement. The Parties intend and expressly agree that only the Parties shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a Party's

performance or failure to perform any term or condition of this Agreement, or to bring any action for breach of this Agreement.

G. Term. This Agreement shall terminate upon completion of the Work and Acceptance by the BOROUGH.

H. Governing Law. This Agreement and the rights and obligations of the Parties shall be interpreted, construed, and enforced in accordance with the laws of the State of New Jersey, including but not limited to the New Jersey Contractual Liability Act, N.J.SA. 59:13-1, et seq., and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.

I. Authority. By execution of this Agreement, the Parties represent that they are duly authorized and empowered to enter into this Agreement and to perform all duties and responsibilities established in this Agreement.

J. Counterparts. This Agreement may be executed as duplicate original counterparts, with one (1) original counterpart being retained by each Party, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties, duly authorized, have executed this Agreement as of the Effective Date above.

RESOLUTION NO. 2026-133

BOROUGH OF CARLSTADT
COUNTY OF BERGEN

RESOLUTION TO ADVERTISE FOR BIDS

BE IT RESOLVED by the Mayor and Council of the Borough of Carlstadt, Bergen County, New Jersey upon the recommendation of the Borough Engineer, the Neglia Group, that the plans & specifications for:

DELL ROAD RECONSTRUCTION
(NJDOT FUNDED)

BOROUGH OF CARLSTADT
BERGEN COUNTY, NEW JERSEY

Are hereby approved and the Borough Clerk is hereby authorized to advertise for bids. This Resolution to take effect immediately.

RESOLUTION NO. 2026-134

RESOLUTION APPOINTING ADMINISTRATIVE AGENT

WHEREAS, the Municipality previously selected Frank Piazza of Piazza Associates to be the Administrative Agent for the purpose of providing affordability control services for all affordable housing within the municipality; and

WHEREAS, The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in the Fair Housing Act, as amended and the applicable regulations, including those set forth in Sections 5:80-26.14, 16 and 18 thereof.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council the Borough of Carlstadt that Frank Piazza of Piazza Associates is hereby appointed as the Administrative Agent for the administration of the affordable housing program, and that the Mayor and Borough Clerk are authorized to enter into a contract with such person or entity.

RESOLUTION NO. 2026-135

BOROUGH OF CARLSTADT
COUNTY OF BERGEN
STATE OF NEW JERSEY

RESOLUTION ENDORSING THE HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, on January 31, 2025, the Borough of Carlstadt (the "Borough") filed a complaint for declaratory judgment seeking a compliance certification under the Fair Housing Act pursuant to its Fourth-Round obligations caption in In the Matter of the Borough of Carlstadt, County of Bergen, Docket BER-796-25 (the "Action"); and

WHEREAS, in connection with the Action, on June 30, 2025, the Planning Boar of the Borough of Carlstadt, Bergen County, State of New Jersey adopted a Housing Element and Fair Share Plan, which addresses the Borough's Mount Laurel obligations under the Fair Housing Act;

and

WHEREAS, the Borough remains committed to complying with its constitutional Mount Laurel obligations by voluntarily providing its "fair share" of affordable housing and endorsing the Housing Element and Fair Share Plan adopted by the Planning Board.

NOW THERFORE BE IT RESOVLVED by the Mayor and Council, Borough of Carlstadt, Bergen County, New Jersey, hereby endorses the Housing Element and Fair Share Plan as adopted by the Planning Board of the Borough of Carlstadt on June 30 2025; and

BE IT FURTHER RESOLVED, that the Mayor and Council, Borough of Carlstadt, Bergen County, New Jersey, pursuant to provisions of N.J.S.A. 52:27D-301 et seq. hereby authorizes its professionals to immediately file the adopted Housing Element and Fair Share Plan and all other relevant documents with the Court; and

BE IT FURTHER RESOLVED, that the Mayor and Council, Borough of Carlstadt, Bergen County, New Jersey, hereby authorizes its professionals to take any and all actions reasonable and necessary to secure approval of the Borough's Housing Element and Fair Share Plan and to maintain the Borough's immunity from any Mount Laurel lawsuits; and

BE IT FURTHER RESOLVED, that upon seeking approval of its Housing Element and Fair Share Plan, all known interested parties shall receive notice of the Borough's intents; and

BE IT FURTHER RESOLVED, that the notice of the Borough's application for approval of its Housing Element and Fair Share Plan shall be published in a newspaper of regional circulation and the Borough shall otherwise provide all notices the Cout deems appropriate as it determines whether the Housing Element and Fair Share Plan satisfies the Borough's affordable housing responsibilities under applicable laws. Said notice shall give the public sufficient time to review the Borough's Compliance Plan and offer any comments that the individual or entity may deem appropriate.

RESOLUTION NO. 2026-136

BOROUGH OF CARLSTADT

RESOLUTION APPROVING A FOURTH ROUND AFFORDABLE HOUSING TRUST FUND SPENDING PLAN AND REQUESTING COURT APPROVAL OF THE SPENDING PLAN

WHEREAS, the Mayor and Council of the Borough of Carlstadt has adopted an Affordable Housing Ordinance, which, among other things, established standards for the collection, maintenance and expenditure of development fees; and

WHEREAS, on March 20, 2024 Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the "Amended FHA") which governs how municipalities will comply with their affordable housing obligations for the Fourth Round (2025-2035); and

WHEREAS, the Administrative Office of the Courts issued Directive #24-40 ("AOC Directive #14-24), governing how municipalities file their compliance documents with the Affordable Housing Dispute Resolution Program ("the Program"); and

WHEREAS, the Borough has prepared a Housing Element and Fair Share Plan, including a Fourth Round Spending Plan, consistent with the Amended FHA, AOC Directive #24-40 and other applicable regulations, which projects anticipated revenues to the Borough's Affordable Housing Trust Fund and describes the anticipated expenditures of funds.

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of the Borough of Carlstadt as follows:

1. The Spending Plan attached hereto as Exhibit A is approved.

2. The Mayor and Council requests that the Program approve the Borough's Fourth Round Spending Plan

RESOLUTION NO. 2026-137

AWARD OF CONTRACT

Be it resolved by the Mayor and Council of the Borough of Carlstadt, Bergen County, New Jersey upon the recommendation of Neglia Group that the Contract for:

Broad Street Drainage and Roadway Improvements (NJDOT Funded)

be awarded to DS Meyer Enterprises, LLC., 2 North Street, Suite 2A, Waldwick, New Jersey 07463 for the bid amount of **Two Million Five Hundred Seventy-Eight Thousand Four Hundred Fifty Dollars and Ten Cents ($2,578,450.10)** which represents the total of the Base Bid, Alternate Bid 1, Alternate Bid 2, and Alternate Bid 3 and being the lowest of five (5) bids submitted. This Resolution to take effect upon certification of this Resolution by the Borough Treasurer that sufficient funds are available.

RESOLUTION NO 2026-138

BOROUGH OF CARLSTADT
COUNTY OF BERGEN

AGREEMENT FOR PROFESSIONAL SERVICES

WHEREAS, Borough of Carlstadt is in need of Borough-wide Sanitary Sewer field data collection and a digital geodatabase for system maintenance and inspection purposes; and

WHEREAS, Borough of Carlstadt is in need of On-Call Geographic Information System (GIS) services to centralize various department geographic data needs; and

WHEREAS, Neglia Group has provided the Borough with an Agreement for Professional Services for this project; and

WHEREAS, the Agreement for Professional Services includes a lump sum cost of $64,800.00 representing Surveying and GIS Costs, and on a time-and-material basis (schedule in contract) not to exceed $10,000.00 representing On-Call GIS services; and

WHEREAS, the CFO has certified that these funds have been appropriately budgeted for; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are hereby authorized to execute the agreement of services for the Watershed Assessment Report project for Neglia Group, 34 Park Avenue, Lyndhurst, New Jersey.

RESOLUTION NO. 2026-139

WHEREAS, it has been determined by Borough of Carlstadt Tax Assessor William Yirce that Bruce R. and Susan G. Young are the property owners of 720 Washington Street, Carlstadt, New Jersey 07072 Block 5 Lot 65.

WHEREAS, Bruce R. Young has met the requirements to be considered as 100% Disabled Veteran from the United States Army as of April 14, 2026.

WHEREAS, Bruce R. and Susan G. Young reside at 720 Washington Street, Carlstadt, New Jersey 07072 Block 5 Lot 65 which is a one family dwelling

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the Borough of Carlstadt, that Bruce R. and Susan G. Young are 100% exempt from paying property taxes at their property located at 720 Washington Street, Carlstadt, New Jersey 07072 Block 5 Lot 65 for as long as they own said property.

RESOLUTION NO. 2026-140

A RESOLUTION URGING THE NEW JERSEY STATE LEGISLATURE AND GOVERNOR TO REPEAL THE GAS TAX ESCALATOR AND RESTORE ACCOUNTABILITY TO FUEL TAX INCREASES

WHEREAS, the residents of the State of New Jersey and the Borough of Carlstadt are burdened by one of the highest overall tax structures in the United States; and

WHEREAS, in 2016, the State of New Jersey enacted legislation restructuring the Transportation Trust Fund and implementing an automatic adjustment mechanism commonly referred to as the "gas tax escalator"; and

WHEREAS, the gas tax escalator permits periodic increases in the motor fuels tax without a direct vote of the New Jersey State Legislature; and

WHEREAS, such automatic increases lack transparency and reduce accountability to taxpayers, who bear the financial burden without corresponding legislative oversight; and

WHEREAS, increases in the motor fuels tax raise the cost of commuting, goods, and services, and place additional financial strain on working families, seniors, and businesses; and

WHEREAS, these increased costs also impact municipal operations, including transportation, public works, and service delivery, thereby placing further pressure on local budgets and, ultimately, property taxpayers; and

WHEREAS, the **New Jersey Property Taxpayers Coalition** has called for the repeal of the gas tax escalator as part of a broader effort to restore fiscal responsibility and taxpayer protections; and

WHEREAS, local governments have a responsibility to advocate for policies that protect their residents from unnecessary and unaccountable tax increases;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Carlstadt, County of Bergen, State of New Jersey, that it hereby urges the New Jersey State Legislature and the Governor to:

1. Repeal the gas tax escalator; and

2. Require that any future increases in the motor fuels tax be subject to a direct vote of the Legislature; and

3. Restore transparency and accountability in the taxation process affecting New Jersey residents;

BE IT FURTHER RESOLVED that copies of this Resolution be forwarded to the Governor of the State of New Jersey, the Senate President, the Speaker of the General Assembly, the members of the New Jersey Legislature representing this district, and all municipalities within Bergen County.

BE IT FURTHER RESOLVED that this Resolution be made available to the public and shared with other municipalities as part of a coordinated effort to advocate for meaningful tax reform.

RESOLUTION NO. 2026-141

WHEREAS, the Tax Court of New Jersey has entered into a judgment in the appeal of EK Realty, 611 Industrial Road, Carlstadt, NJ Block 3 Lot 16 as per Docket No. 003459-2017dated 4/28/2026 reducing the 2017 property tax assessment from $4,127,000.00 to $4,000.000.00 and as per Docket No002858-2018 dated 4/28/2026 reducing the 2018 property tax assessment from $4,196,000.00 to $4,000,000.00 and as per Docket No. 004919-2019 dated 4/28/2026 reducing the 2019 property tax assessment from $4,452,000.00 to $4,200,000.00; and

WHEREAS, the reduction of 2017 property tax assessment is $127,000.00 or $2,420.62 in 2017 property taxes and the reduction of 2018 property tax assessment is $196,000.00 or $3,767.12 in 2018 property taxes and the reduction of 2019 property tax assessment is $252,000.00 or $4,624.20 in 2019 property taxes.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Carlstadt that payment is authorized in the amount of $10,811.94 and the Tax Collector shall adjust his books accordingly. (2017: $2,420.62, 2018: $3,767.12, 2019: $4,624.20).

The refund for this Tax Appeal shall be made payable to:
"Wolf Vespasiano, LLC, Attorney Trust Account and E.K. Realty."

The refund shall be mailed to:
Wolf Vespasiano, LLC
331 Main Street
Chatham, NJ 07928
Att.: Chad E. Wolf, Esq.

RESOLUTION NO. 2026-144

WHEREAS, the Mayor and Council filled the position of acting Lieutenant on April 15, 2026 in the Department of Police for the vacancy created due to a retirement; and

WHEREAS, Acting Lieutenant, Felix D'Amico, responsibly filled the retired Lieutenant position prior to the official appointment and swearing in.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Carlstadt that the salary increase for Acting Lieutenant Felix D'Amico shall begin April 1, 2026 and moving forward as past practice has paid the wage of the position at the time of coverage although prior to appointment.

Mayor Zimmermann entertained a motion to approve the Consent Agenda. On motion by Roseman, seconded by DeBiase, unanimous on call of roll, with Councilman Lenoy abstaining on Resolution No. 2026-139.

CORRESPONDENCE
None

ORDINANCE(S) FOR FIRST READING

ORDINANCE NO. 26-8

AN ORDINANCE AMENDING SECTION 2-24 OF THE CODE OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF CARLSTADT, 2002, ENTITLED CHAPTER 2 – ADMINISTRATION – FIRE DEPARTMENT MEMBERSHIP

RESOLUTION NO. 2026-142

BE IT RESOLVED that the ordinance entitled:

AN ORDINANCE AMENDING SECTION 2-24 OF THE CODE OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF CARLSTADT, 2002, ENTITLED CHAPTER 2 – ADMINISTRATION – FIRE DEPARTMENT MEMBERSHIP

heretofore introduced, does now pass on first reading, and that said ordinance be further considered for final passage at a meeting to be held on the 20th day of May, 2026 at 7:00 o'clock P.M. or as soon thereafter as the matter can be reached, at the regular meeting place of the Carlstadt Borough Council, and that at such time and place all persons interested be given an opportunity to be heard concerning said ordinance, and that the Borough Clerk be, and she hereby is, authorized and directed

to publish said ordinance according to law with a notice of its introduction and passage on first reading and of the time and place when and where said ordinance will be further considered for final passage.

Mayor Zimmermann entertained a motion to introduce Ordinance No. 26-8. On motion by Roseman, seconded by Stoltz, unanimous on call of roll.

ORDINANCE NO. 26-10

AN ORDINANCE AMENDING SECTION 2-20.1 OF THE CODE OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF CARLSTADT, 2002, ENTITLED CHAPTER 2 – ADMINISTRATION-DEPARTMENT OF PUBLIC WORKS.

RESOLUTION NO. 2026-143

BE IT RESOLVED that the ordinance entitled:

AN ORDINANCE AMENDING SECTION 2-20.1 OF THE CODE OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF CARLSTADT, 2002, ENTITLED CHAPTER 2 – ADMINISTRATION-DEPARTMENT OF PUBLIC WORKS.

heretofore introduced, does now pass o first reading, and that said ordinance be further considered for final passage at a meeting to be held on the 20th day of May, 2026 at 7:00 o'clock P.M. or as soon thereafter as the matter can be reached, at the regular meeting place of the Carlstadt Borough Council, and that at such time and place all persons interested be given an opportunity to be heard concerning said ordinance, and that the Borough Clerk be, and she hereby is, authorized and directed to publish said ordinance according to law with a notice of its introduction and passage on first reading and of the time and place when and where said ordinance will be further considered for final passage.

Mayor Zimmermann entertained a motion to introduce Ordinance No. 26-10. On motion by Lenoy, seconded by Rosseman, unanimous on call of roll.

HEARING OF CITIZENS
None

UNFINISHED BUSINESS
None

MISCELLANEOUS/NEW BUSINESS
Mayor Zimmermann entertained a motion to approve a memorial plant for the family of Police Officer Peter Coletti. On motion by Fonseca, seconded by DeBiase, unanimous on call of roll.

EXECUTIVE SESSSION MEETING ACT
RECESS INTO CLOSED SESSION

WHEREAS, it is necessary for the Governing Body of the Borough of Carlstadt to conduct an executive session closed to the public to discuss one or more of the following subjects: personnel and property.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of the Borough of Carlstadt hereby moves to go into executive session in accordance with the provisions of the Open Public Meetings Act, N.J.S.A. 10:4.6 et Seq. for the purpose of discussing one or more of the following subjects: personnel and property.

AND, BE IT FURTHER RESOLVED that the public will be informed either later this evening after reconvening the public meeting or at a future public meeting said date is not predictable at the present time.

AND, BE IT FURTHER RESOLVED that the matters discussed in and minutes of the closed session shall be disclosed to the public when the reason for confidentiality no longer exists.

Mayor Zimmermann entertained a motion to go into closed session 8:17 P.M. On motion be Fonseca, seconded by Lenoy, unanimous on call of roll.

Mayor Zimmermann entertained a motion to return to open session at 9:46 P.M. On motion by Fonseca, seconded by DeBiase, unanimous on call of roll.

RESOLUTION(S)

Resolution No. 2026-144-A – **SUPPORTING TERRALEAF, LLC'S APPLICATION TO THE CANNABIS REGULATORY COMMISSION FOR A CLASS 1 CULTIVATOR AND CLASS 2 MANUFACTURER CANNABIS LICENSE**

Mayor Zimmermann entertained a motion to approve supporting Terraleaf's application to the Cannabis Regulatory Commission for a Class 1 and Class 2 Manufacturer Cannabis License. On motion by Fonseca, seconded by Stoltz, unanimous on call of roll.

ACTION ITEMS
Mayor Zimmermann entertained a motion to hire fifty-seven (57) summer recreation counselors. On motion by Fonseca, seconded by Roseman, unanimous on call of roll.

Mayor Zimmermann entertained a motion to hire Edwin Corona for a part-time DPW position. On motion by Fonseca, seconded by DeBiase, unanimous on call of roll.

Mayor Zimmermann entertained a motion to approve Xavier Aviles for a volunteer position on the Carlstadt Ambulance Corp. On motion by Fonseca, seconded by Emerson, unanimous on call of roll.

Mayor Zimmermann entertained a motion to implement a Code of Conduct for recreation coaches. On motion by Emerson, seconded by Fonseca, unanimous on call of roll.

Mayor Zimmermann entertained a motion to approve a $5,000.00 allotment for Herbie Scheidewig to be used for the Memorial Day parade. On motion by Roseman, seconded by Stoltz, unanimous on call of roll.

Mayor Zimmermann entertained a motion to hire Joshua Maat for the DPW Supervisor position. On motion by Lenoy, seconded by Fonseca, unanimous on call of roll.

ANNOUNCEMENTS
Councilman Stoltz announced that the Fire Department will host a celebration honoring Larry Wood for his 60 years of service. The event will be held on Friday, May 1st at 7:00 P.M. at the Carlstadt Fire Department.

Councilwoman Fonseca announced the ribbon cutting for the greenhouse at the Community Garden will be held on Sunday, May 17, at 1:00 P.M.

ADJOURNMENT
Mayor Zimmermann entertained a motion to adjourn the meeting at 9:55 P.M. On motion by DeBiase, seconded by Fonseca, unanimous on call of roll.

APPROVED:_____
ROBERT J. ZIMMERMANN, MAYOR

ATTEST:_____
KIMBERLY KOZIEL, ACTING BOROUGH CLERK