



Borough of Paramus
OPEN PUBLIC RECORDS ACT REQUEST FORM

1 Jockish Square, Paramus, NJ 07652, USA
(201) 265-2100 Ext: 2200 (Phone) & (201) 265-0086 (Fax)

Records Request and
Tracking Number:

BC- 3255

Due by 1/6/26 BoroClerk@paramusborough.org

Important Notice

BoroClerk

The last page of this form contains important information related to your rights concerning government records. Please read it carefully.

Requestor Information - Please Print

First Name: William MI: E Last Name: Dolan

E-mail Address: opra+request-84556-f614cc7b@requests.opramachine.com

Mailing Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Preferred Delivery: Pick Up ☐ US Mail ☐ On-Site ☐ Inspect ☐ Fax ☐ E-mail ☒

Under penalty of N.J.S.A 2C:28-3, I certify that

- I ☐ **HAVE** / ☐ **HAVE NOT** been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States
- I, or another person, Purpose: ☐ **WILL** / ☐ **WILL NOT** use the requested government records for a commercial
- I ☐ **AM** / ☐ **AM NOT** seeking records in connection with a legal proceeding.

Signature _____ Date _____

Record Request Information: Please be as specific as possible in describing the records being requested. Also, please note that your preferred method of delivery will only be accommodated if the custodian has the technological means and the integrity of the records will not be jeopardized by such method of delivery.

Note: If you confirmed above that the records sought are in connection with a legal proceeding, identification of that proceeding is required below.

Inter Local Agreement from 2013
Tax Assessor and Woodcliff Lake

Payment Information

Maximum Authorization Cost \$ _____

Select Payment Method

Cash ☐ Check ☐ Money Order ☐

Fees: Letter size pages - \$0.05 per page
Legal size pages - \$0.07 per page
Other materials (CD, DVD, etc) - actual cost of material

Delivery: Delivery / postage fees additional depending upon delivery type.

Extras: Special service charge dependent upon request.

AGENCY USE ONLY

Disposition Notes
Custodian: If any part of request cannot be delivered in seven business days, detail reasons here.

In Progress - Open 12/23/25
Denied - Closed
Filled - Closed 12/29/25
Partial - Closed

AGENCY USE ONLY

Tracking Information		Final Cost	
Tracking #	<u>3255</u>	Total	_____
Rec'd Date	<u>12/23/25</u>	Deposit	_____
Ready Date	<u>12/29/25</u>	Balance Due	_____
Total Pages	_____	Balance Paid	_____
Records Provided			
Custodian Signature _____		Date _____	

DEPOSITS

The custodian may require a deposit against costs for reproducing documents whenever the custodian anticipates that the documents requested will cost in excess of \$5 to reproduce. N.J.S.A. 47:1A-5(f).

Where a special service charge is warranted under OPRA, that amount will be communicated to you as required under the statute. You have the opportunity to review and object to the charge prior to it being incurred. If, however, you approve of the fact and amount of the special service charge, you may be required to pay a deposit or pay in full prior to reproduction of the documents.

YOUR REQUEST FOR RECORDS IS DENIED FOR THE FOLLOWING REASON(S):

(To be completed by the Custodian of Records – check the box of the numbered exemption(s) as they apply to the records requested. If multiple records are requested, be specific as to which exemption(s) apply to each record. **Response is due to requestor as soon as possible, but no later than seven (7) or fourteen (14) business days. See page 5 for additional response details**)

N.J.S.A. 47:1A-1.1

- ☐ Inter-agency or intra-agency advisory, consultative or deliberative material
- ☐ Legislative records
- ☐ Law enforcement records:
 - ☐ Medical examiner photos
 - ☐ Criminal investigatory records (however, N.J.S.A. 47:1A-3(b) lists specific criminal investigatory information which must be disclosed)
 - ☐ Victims' records and/or OPRA requests submitted by victims seeking their own records
- ☐ Personal firearms records or personal identifying information connected to any license authorizing hunting with a firearm.
- ☐ Trade secrets and proprietary commercial or financial information
- ☐ Any record within the attorney-client privilege
- ☐ Administrative or technical information regarding computer hardware, tablets, telephones, electronic computing devices, software applications, and networks or devices operation them which, if disclosed would jeopardize computer security
- ☐ Emergency or security information or procedures for any buildings or facility which, if disclosed, would jeopardize security of the building or facility or persons therein
- ☐ Security measures and surveillance techniques which, if disclosed, would create a risk to the safety or persons, property, electronic data or software
- ☐ Security alarm system activity and access reports, including video footage the disclosure of which does not compromise the integrity of the security system
- ☐ Information which, if disclosed, would give an advantage to competitors or bidders including detailed or itemized cost estimates prior to bid opening
- ☐ Information generated by or on behalf of public employers or public employees in connection with:
 - ☐ Any sexual harassment complaint filed with a public employer
 - ☐ Any grievance filed by or against an employee
 - ☐ Collective negotiations documents and statements of strategy or negotiating
- ☐ Information that is a communication between a public agency and its insurance carrier, administrative service organization or risk management office
- ☐ Information that is to be kept confidential pursuant to court order
- ☐ Certificate of honorable discharge issued by the United States government (commonly Form DD-214 or NGB-22) filed with a public agency
- ☐ Oath of allegiance, oath of office, or other affirmation; except that full name, title, and oath date.
- ☐ Privacy Information:
 - ☐ Social security numbers
 - ☐ Credit card or debit card numbers
 - ☐ Bank account information
 - ☐ Month and day of birth
 - ☐ Personal e-mail address required by a public agency for government applications, services, or programs
 - ☐ Telephone numbers
 - ☐ Drivers' license numbers
 - ☐ Primary or secondary addresses for covered persons or immediate family members per N.J.S.A. 47:1B-1 (Daniel's Law)
- ☐ Portion of any document disclosing personal information of any person provided to a public agency for sole purpose of receiving official notifications
- ☐ Lists (including personal information) of persons identifying as in need of special assistance in the event of an emergency maintained by a municipality or county
- ☐ Portion of any record disclosing the personal identifying information of a person under 18 years old
- ☐ Personal identifying information contained on domestic animal permits, license, and registrations.
- ☐ Metadata
- ☐ New Jersey Firemen's Association financial relief applications
- ☐ Owner and maintenance manuals
- ☐ HIPAA information and indecent or graphic images of a person's intimate parts as defined in N.J.S.A. 47:1A-5.2
- ☐ Certain records of higher education institutions:
 - ☐ Research records
 - ☐ Questions or scores for exam for employment or academics
 - ☐ Charitable contribution information
 - ☐ Rare book collections gifted for limited access
 - ☐ Admission applications

- ☐ Student records, grievances or disciplinary proceedings revealing a students' identification
- ☐ Biotechnology trade secrets **N.J.S.A. 47:1A-1.2**
- ☐ Convicts requesting their victims' records **N.J.S.A. 47:1A-2.2**
- ☐ Ongoing investigations of non-law enforcement agencies (must prove disclosure is inimical to the public interest) **N.J.S.A. 47:1A-3(a)**
- ☐ Public defender records **N.J.S.A. 47:1A-5(k)**
- ☐ Upholds exemptions contained in other State or federal statutes and regulations, Executive Orders, Rules of Court, and privileges created by State Constitution, statute, court rule or judicial case law **N.J.S.A. 47:1A-9**
- ☐ Personnel and pension records (however, the following information must be disclosed:
 - An individual's name, title, position, salary, payroll record, length of service, date of separation and the reason for such separation, and the amount and type of any pension received
 - When required to be disclosed by another law, when disclosure is essential to the performance of official duties of a person duly authorized by this State or the US, or when authorized by an individual in interest
 - Data contained in information which disclose conformity with specific experiential, educational or medical qualifications required for government employment or for receipt of a public pension, but not including any detailed medical or psychological information **N.J.S.A. 47:1A-10**

N.J.S.A. 47:1A-1

- ☐ "a public agency has a responsibility and an obligation to safeguard from public access a citizen's personal information with which it has been entrusted when disclosure thereof would violate the citizen's reasonable expectation of privacy."

Burnett v. County of Bergen, 198 N.J. 408 (2009). Without ambiguity, the court held that the privacy provision "is neither a preface nor a preamble." Rather, "the very language expressed in the privacy clause reveals its substantive nature; it does not offer reasons why OPRA was adopted, as preambles typically do; instead, it focuses on the law's implementation." "Specifically, it imposes an obligation on public agencies to protect against disclosure of personal information which would run contrary to reasonable privacy interests."

Executive Order No. 21 (McGreevey 2002)

- ☐ Records where inspection, examination or copying would substantially interfere with the State's ability to protect and defend the State and its citizens against acts of sabotage or terrorism, or which, if disclosed, would materially increase the risk or consequences of potential acts of sabotage or terrorism.
- ☐ Records exempted from disclosure by State agencies' proposed rules.

Executive Order No. 26 (McGreevey 2002)

- ☐ Certain records maintained by the Office of the Governor
- ☐ Resumes, applications for employment or other information concerning job applicants while a recruitment search is ongoing
- ☐ Records of complaints and investigations undertaken pursuant to the Model Procedures for Internal Complaints Alleging Discrimination, Harassment or Hostile Environments
- ☐ Information relating to medical, psychiatric or psychological history, diagnosis, treatment or evaluation
- ☐ Information in a personal income or other tax return
- ☐ Information describing a natural person's finances, income, assets, liabilities, net worth, bank balances, financial history or activities, or creditworthiness, except as otherwise required by law to be disclosed
- ☐ Test questions, scoring keys and other examination data pertaining to the administration of an examination for public employment or licensing
- ☐ Records in the possession of another department (including NJ Office of Information Technology or State Archives) when those records are made confidential by regulation or EO 9.

Other Exemption(s) contained in a State statute, resolution of either or both House of the Legislature, regulation, Executive Order, Rules of Court, any federal law, federal regulation or federal order pursuant to N.J.S.A. 47:1A-9(a).

(Please provide detailed information regarding the exemption from disclosure for which you are relying to deny access to government records. If multiple records are requested, be specific as to which exemption(s) apply to each record.)

REQUEST FOR RECORDS UNDER THE COMMON LAW

If, in addition to requesting records under OPRA, you are also requesting the government records under the common law, please check the box below.

A public record under the common law is one required by law to be kept, or necessary to be kept in the discharge of a duty imposed by law, or directed by law to serve as a memorial and evidence of something written, said, or done, or a written memorial made by a public officer authorized to perform that function, or a writing filed in a public office. The elements essential to constitute a public record are that it be a written memorial, that it be made by a public officer, and that the officer be authorized by law to make it.

☐ Yes, I am also requesting the documents under common law.

If the information requested is a "public record" under common law and the requestor has a legally recognized interest in the subject matter contained in the material, then the material must be disclosed if the individual's right of access outweighs the State's interest in preventing disclosure.

Please set forth your interest in the subject matter contained in the requested material:

Note that any challenge to a denial of a request for records under the common law cannot be made to the Government Records Council, as the Government Records Council only has jurisdiction to adjudicate challenges to denials of OPRA requests. A challenge to the denial of access under the common law can be made by filing an action in Superior Court.

1. All "government records" as defined in N.J.S.A. 47:1A-1.1 are subject to public access under the Open Public Records Act ("OPRA"), unless specifically exempt.
2. A request for access to a government record under OPRA must be in writing, hand-delivered, mailed, transmitted electronically, or otherwise conveyed to the appropriate custodian. N.J.S.A. 47:1A-5(g). In accordance with OPRA, custodians will generally have seven (7) business days to respond, unless:
 - The requestor seeks "immediate access" records as outlined in N.J.S.A. 47:1A-5(e); where the custodian must respond "immediately" disclosing responsive records not to exceed twenty-four (24) months old.
 - The requestor seeks information required to be disclosed by N.J.S.A. 47:1A-3(b), where the custodian must respond disclosing the information within twenty-four (24) hours or as soon as practical;
 - The requestor is seeking records for a "commercial purpose" as defined in N.J.S.A. 47:1A-1.1, where the response time frame is fourteen (14) business days, but the custodian shall notify the requestor of the additional time within seven (7) business days. N.J.S.A. 47:1A-5(i). However, the response time frame can be reduced to seven (7) business days upon payment of no more than two times the cost to produce the responsive records.
 - The requestor is seeking records requiring review for compliance with "Daniel's Law" (N.J.S.A. 47:1B-1, et seq.), where the response time frame is fourteen (14) business days, but the custodian shall notify the requestor of the additional time within seven (7) business days. N.J.S.A. 47:1A-5(i).
 - Fire district employing one or fewer full-time employees serving as custodians may add seven (7) business days to the seven (7) or fourteen (14) business day response time frames.

The applicable response time does not commence until the custodian receives the request form. N.J.S.A. 47:1A-5(h). If you submit the request form to any other officer or employee, the recipient must either forward the request to the appropriate custodian or direct you to the appropriate custodian. Id.

3. Requestors are not required to use this OPRA request form; however, a written equivalent not containing the form requirements of N.J.S.A. 47:1A-5(f) and N.J.S.A. 47:1A-5(g) may be denied by a custodian.
4. Requestors may submit requests anonymously. A request submitted anonymously shall not be considered incomplete. N.J.S.A. 47:1A-5(f). If you elect not to identify yourself accurately or provide an accurate address, e-mail address, or telephone number, the custodian is not required to respond until you reappear before the custodian seeking a response to the original request. Further, anonymous requestors are prohibited from filing a complaint with either the GRC or the Courts. N.J.S.A. 47:1A-6.
5. The fees for duplication of a "government record" in printed form are listed on page 1 of this form. The custodian will notify you of any special service charges or other additional charges authorized by State law or regulation before processing your request. Payment shall be made by cash, check or money order payable to the responding agency.
6. You may be charged a prepayment or deposit when a request for copies exceeds \$5.00. The custodian will contact you and advise you of any deposit requirements. You agree to pay the balance due upon delivery of the records.
7. Under OPRA, a custodian must deny access to a person who has been convicted of an indictable offense in New Jersey, any other state, or the United States, and who is seeking government records containing personal information pertaining to the person's victim or the victim's family. N.J.S.A. 47:1A-2.2. This includes anonymous requests for said information.
8. By law, the responding agency must notify you that it grants or denies a request for access to government records within applicable response time frame after the custodian receives the request. If the record requested is in storage, the custodian will advise you within seven (7) or fourteen (14) business days after receipt of the request when the record can be made available and the estimated cost for reproduction within no more than twenty-one (21) business days from date of notification. N.J.S.A. 47:1A-5(i).
9. You may be denied access to a government record if your request would substantially disrupt agency operations and the custodian is unable to reach a reasonable solution with you. N.J.S.A. 47:1A-5(g).
10. If the custodian is unable to comply with your request for access to a government record, they will indicate the specific bases for denial on the request form or other written correspondence and send it to you.
11. Except as otherwise provided by law or by agreement with the requester, if the custodian fails to respond to you in writing within seven (7) or fourteen (14) business days of receiving a request, the failure to respond is a deemed denial of your request. N.J.S.A. 47:1A-5(g); N.J.S.A. 47:1A-5(i).
12. If your request for access to a government record has been denied or unfilled within the seven (7) or fourteen (14) business days required by law, you have a right to challenge the decision by the responding agency to deny access. At your option, you may either: 1) institute a proceeding in the Superior Court of New Jersey; or 2) file a complaint with the Government Records Council ("GRC") by completing the Denial of Access Complaint Form. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your County. Questions regarding the GRC's Denial of Access Complaint process can be directed to the GRC toll-free telephone at 866-850-0511, by mail at PO Box 819, Trenton, NJ, 08625, by e-mail at Government.Records@dca.nj.gov, or at their web site at www.state.nj.us/grc. The Council can answer general inquiries about OPRA.
13. Information provided on this form may be subject to disclosure under the Open Public Records Act.

Amber Kumiega

From: William E. Dolan <opra+request-84556-f614cc7b@requests.opramachine.com>
Sent: Tuesday, December 23, 2025 2:00 PM
To: Boro Clerk
Subject: [EXTERNAL]OPRA request - The 9/24/2013 Inter Local agreement was for the tax assessor, Mr. Anzevino Res. 13-9-628

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Paramus Borough,

Please accept this electronic request for public records made under OPRA and the common law right of access. I am not required to fill out an official form or use a particular software platform to submit my request per NJSA 47:1A-6(f), which states that an email from a requestor including all of the information required on the adopted form shall suffice in place of a completed form as a valid government record request.

I HAVE NOT been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States.

I WILL NOT use the requested government records for a commercial purpose.

I AM seeking records in connection with a legal proceeding.

Records requested:

Clarification: The 9/24/2013 Inter Local agreement was for the tax assessor, Mr. Anzevino Res. 13-9-628. The Anzevino inter local agreement may have been dated 9/19/2013, whichever copy you have please send.

My preferred delivery method for response(s) to this request is by E-mail as attachments. Please confirm you have received this request. If you are not the custodian of records, please forward my request to that person and provide their email address to me for future reference.

Yours faithfully,

William E. Dolan

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:

opra+request-84556-f614cc7b@requests.opramachine.com

Is boroclerk@paramusborough.org the wrong address for OPRA requests to Paramus Borough? If so, please contact us using this form:

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fopramachine.com%2fchange_request%2fnew%3fbody%3dparamus_borough&c=E,1,dcLVyF5xLf9P-yo37yPsYca5TWjBayPoFIdTOHTURnCP3Iyrw2K7lt9l8bB9vRUsRhvDBNsK61456rBaUmLxwraGZ4POYDGVyM5d3SYJlhClQwgkDwVO6KG&typo=1

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fopramachine.com%2fhelp%2fofficers&c=E,1,r6w0qETiTDVcwZYaCRyX_g271nIqgW5sfTKSn9-6blJ5f0yF2LqVG3kE0vuxm_eMUy1rgocYUPUy2y6WIn9VTIt7r2Z9BFtnofUCXtn8elxHqpM,&typo=1

View this OPRA request & responses online:

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fopramachine.com%2frequest%2fthe_9242013_inter_local_agreemen&c=E,1,cm7n7dkbldtl820NXRD3lh6xJY0h2OiXPLwSy3Yk1981RY1kGg9H16_Askr7bgBDnyJKZXI4TAodzkcxe_4cNjzMJdHb5UWltG4og34h6huQ,,&typo=1

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

"OPRAmachine's mission is to give people easy and affordable access to New Jersey public records.

For more information, contact us at: (732) 707-1628 or PO Box 3180, New Brunswick, NJ 08903."

Amber Kumiega

From: William E. Dolan <opra+request-84544-873011f8@requests.opramachine.com>
Sent: Tuesday, December 23, 2025 11:06 AM
To: Boro Clerk
Subject: [EXTERNAL]OPRA request - Please provide a copy of the signed inter local agreement with Woodcliff Lake dated 9/24/2013.

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Paramus Borough,

Please accept this electronic request for public records made under OPRA and the common law right of access. I am not required to fill out an official form or use a particular software platform to submit my request per NJSA 47:1A-6(f), which states that an email from a requestor including all of the information required on the adopted form shall suffice in place of a completed form as a valid government record request.

I HAVE NOT been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States.

I WILL NOT use the requested government records for a commercial purpose.

I AM seeking records in connection with a legal proceeding.

Records requested:

Please provide a copy of the signed inter local agreement with Woodcliff Lake dated 9/24/2013.

My preferred delivery method for response(s) to this request is by E-mail as attachments. Please confirm you have received this request. If you are not the custodian of records, please forward my request to that person and provide their email address to me for future reference.

Yours faithfully & Merry Christmas!

William E. Dolan

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:

opra+request-84544-873011f8@requests.opramachine.com

Is boroclerk@paramusborough.org the wrong address for OPRA requests to Paramus Borough? If so, please contact us using this form:

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fopramachine.com%2fchange_request%2fnew%3fbody%3dparamus_borough&c=E,1,G26rY0k0GokGm876fVxe6mJTIA0jgKLcYL25DL0wNtAJSpJyisov9Eawxf0uMyLBhKCcHnwkRuGld195sMIUoxXBwLpGDsN5UgfGqjLE_SklguG7exYoYRCUQm0,&typo=1

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fopramachine.com%2fhelp%2fofficers&c=E,1,bc48XD6D088sG-Kf6z72way0fYHbkigeWWVfURpZsgJvI-DOG-UYptjGd4uD2ZmYF6uMQ-ieq8XD0hizETkX8AFzOxnuzullLTiOQXITJgYOI8m&typo=1>

View this OPRA request & responses online:

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fopramachine.com%2frequest%2fplease_provide_a_copy_of_the_sig&c=E,1,EycQysNBmtuOQ7KyVG8glbpjIAIjR_cktsBVkfkCF2eb_k6nis6s7k5hu-LLxmTYZkE-9yZwkJDojbWKyu2ZgcuMlupdCAbE83YtBy14pGD_X-TUAswwwi_m&typo=1

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

"OPRAmachine's mission is to give people easy and affordable access to New Jersey public records.

For more information, contact us at: (732) 707-1628 or PO Box 3180, New Brunswick, NJ 08903."

INTERLOCAL SERVICES AGREEMENT

BETWEEN

**THE BOROUGH OF PARAMUS AND
THE BOROUGH OF WOODCLIFF LAKE
FOR THE SHARED USE OF THE
BOROUGH OF PARAMUS TAX ASSESSOR**

WHEREAS, New Jersey's Shared Services Act ("Shared Services Act"), N.J.S.A. 40A:65-1, et seq., permits municipalities to enter into agreements for the shared provision of services which a municipality is "empowered to provide or receive within its own jurisdiction"; and

WHEREAS, the Shared Services Act permits shared use of public employees between municipalities; and

WHEREAS, the legislative intent of the Shared Services Act is "facilitate and promote interlocal and regional service agreements" and to interpret the grant of power to municipalities under the Shared Services Act "as broad as is consistent with general law relating to local government"; and

WHEREAS, the inter-local services agreement between Woodcliff Lake and the Borough of Westwood expires June 30, 2013; and

WHEREAS, Woodcliff Lake is in need of a Tax Assessor as a consequence of such termination; and

WHEREAS, the Borough of Paramus ("Paramus") has agreed to share the services of its Tax Assessor with the Borough of Woodcliff Lake ("Woodcliff Lake") upon the terms and conditions set forth herein; and

WHEREAS, Paramus and Woodcliff Lake have each duly adopted substantially similar resolutions authorizing the shared use of Paramus's Tax Assessor, James Anzevino, which shared use shall be governed by this agreement unless otherwise superseded by law; and

NOW, THEREFORE, Paramus and Woodcliff Lake agree as follows, effective July 1, 2013, notwithstanding the actual date of execution:

1. The nature and extent of services to be performed pursuant to this agreement shall be the statutory and related services required and/or permitted to be rendered by the office and position of tax assessor pursuant to N.J.S.A. 40A:9-141, et seq. Paramus's Tax Assessor shall have the same responsibilities, possess the same authority, and exercise the same functions to the same extent for and on behalf of Woodcliff Lake as the Tax Assessor performs for Paramus, except as limited by this agreement, as follows:

a. Maintain separately for each of the participating municipalities the tax list, duplicate property records cards, and all other required records.

b. Make available for public inspection as otherwise required by law or regulation, the records of each of the municipalities separately and for Woodcliff Lake in Woodcliff Lake Borough Hall, 188 Pascack Road, Woodcliff Lake, New Jersey 07677.

c. Comply with all of the terms and conditions contained in the latest edition of the "Handbook for New Jersey Assessors" and the pertinent parts of the latest editions of the "Real Property Appraisal Manual For New Jersey Assessors," both of which are issued by the Division of Taxation of the Department of Treasury of the State of New Jersey.

d. Report to the borough attorney or other designated officer of Woodcliff Lake any appeal filed from any assessment or added assessment or any litigation filed from any action undertaken by the Tax Assessor as to each respective municipality within ten (10) days of receipt of notice of the filing thereof;

e. In accordance with and to the fullest extent permitted by law, annually demand income and expense statements from the owners of all income producing real property.

f. To the extent consistent with his statutory responsibilities, supervise any revaluation or reassessment undertaken in Woodcliff Lake and report to the governing body at least monthly until its completion and to provide to the governing body in such report any recommendations the Assessor may have in respect thereto.

g. Where appropriate, cause an inspection of any real property within Woodcliff Lake concerning any assessment which is disputed or to which an improvement has been made as soon as reasonably practical after receipt of any reliable notice of such dispute or that such improvement has occurred and, where appropriate, impose an added assessment thereon as soon as permitted by and in accordance with applicable laws and regulations (it being understood that the primary responsibility for added assessments is outside the scope of this Agreement).

h. To the extent reasonably practical, attend meetings with and/or provide any requested information or documents to the governing body of Woodcliff Lake, its borough attorney, its special tax attorney, municipal administrator, auditor, chief financial officer, revaluation or reassessment firm, tax appeal settlement committee, or other designee of that governing body, upon the request of any of them.

i. Shall maintain such office hours, or other acceptable arrangements, in and for Woodcliff Lake as may be determined to be necessary to accommodate meetings with the owners and residents of property in Woodcliff Lake but not to exceed 10 hours per week. Of the 10 hours, 4 are to be dedicated to the office and 6 are for flex time.

j. There shall not be a need for secretarial services for the Tax Assessor except as provided in paragraph 7 below, and if a workday falls on a vacation day or a holiday, the Tax Assessor shall be required to work the next regular business day.

2. The term of this agreement shall be one (1) year from July 1, 2013 through June 30, 2014. The agreement shall be automatically extended for an additional year unless terminated by either party by March 31, 2014 and thereafter, by the 31st day of March during each succeeding year. Nothing in this agreement shall affect the Tax Assessor's statutory term

of office in Paramus, nor shall the agreement be construed to create a term of office for the Tax Assessor in Woodcliff Lake.

3. For the shared use of Paramus's Tax Assessor, Woodcliff Lake shall pay Paramus \$50,000.00 as annual compensation in the following manner, and Tax Assessor shall not receive benefits as a result of his compensation with Woodcliff Lake:

a. \$50,000.00 to Paramus in equal quarterly installments on August 1 and November 1 of 2013 and on February 1 and May 1 of 2014; should this agreement be extended, these quarterly payments will continue on these dates in the succeeding years.

5. The Tax Assessor and the respective Administrators of Paramus and Woodcliff Lake shall mutually agree upon a schedule reflecting the division of services, if necessary. This schedule shall be further set forth in writing between the participating municipalities.

6. Woodcliff Lake shall supply to the Tax Assessor such office space, use of office equipment, and office supplies as reasonably necessary for the rendering of the required services on behalf of Woodcliff Lake. Such office space, equipment, and supplies shall be used by the Assessor only in connection with the services rendered on behalf of Woodcliff Lake and, to the extent a distinction in such services can be reasonably determined by the Assessor and except, as to necessary interoffice correspondence and communications and necessary telephone communications with officials of the other member towns or persons concerning pending cases.

7. Woodcliff Lake shall supply secretarial/clerical assistance to the Tax Assessor as may be determined to be reasonably necessary to fulfill the statutory and contractual responsibilities of the office. Otherwise, the Tax Assessor shall not have his own staffing.

8. Woodcliff Lake shall indemnify and hold Paramus harmless from any and all claims, liability, damages and costs, including reasonable attorneys' fees, arising out of Woodcliff Lake's prior inter-local services agreement with Westwood and its relationship with Barbara Potash, including but not limited to any claim arising out of the pending litigation captioned Potash v. Mayor and Council of Woodcliff Lake, in the Superior Court of New Jersey, bearing docket No. BER-L-5800-13. This indemnification/hold harmless shall survive the termination or expiration of this agreement.

9. Notice. Any notice, request, consent or other communication under this Agreement (a "Notice") shall be in writing and shall be given by Federal Express or similar overnight national courier, or by telecopier with confirmation followed by overnight courier, addressed to the parties at the address set forth below.

Borough of Woodcliff Lake
188 Pascack Road
Woodcliff Lake, N.J. 07677
Attention: Borough Clerk

Borough of Paramus
1 Jockish Square
Paramus, N.J. 07652

Attention: Borough Clerk

Notice shall be deemed to be delivered upon receipt. Either party may, upon ten (10) days' notice to the other, change the address to which notices to such party shall thereafter be given.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey. Any litigation arising out of this Agreement shall be brought in the Superior Court of New Jersey, Law Division, Bergen County vicinage and the parties agree to submit to the jurisdiction of said Court.

11. **Entire Agreement.** All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and it is entered into after full investigation, neither party relying upon any statement or representations, not embodied in this Agreement, made by the other.

12. **Further Assurances.** After the signing of this Agreement, Woodcliff Lake and Paramus shall cooperate with one another at reasonable times and on reasonable conditions in order to fully carry out the intent and purposes of the transaction contemplated herewith.

IN WITNESS WHEREOF, the parties execute this Agreement on this _____ day of December, 2013.

BOROUGH OF PARAMUS

BY: _____

Richard LaBarbiera, Mayor

ATTEST: _____

ANNEMARIE KRUSZNIS, Clerk

BOROUGH OF WOODCLIFF LAKE

BY: _____

Jeffrey R. Goldsmith, Mayor

ATTEST:

Debbie Dakin
DEBBIE DAKIN, Deputy Borough Clerk