NOT FOR PUBLICATION WITHOUT THE APPROVAL OF THE TAX COURT COMMITTEE ON OPINIONS

SCOTT DICKERSON, Plaintiff, v. TOWN OF DOVER, Defendant.	:	TAX COURT OF NEW JERSEY DOCKET NOs.: 005403-2010 004187-2011 008887-2012 **Approved for Publication In the New Jersey Tax Court Reports**

Dated: March 30, 2020

Joseph G. Buro for plaintiff (Zipp & Tannenbaum, L.L.C., attorneys).

David C. Pennella for defendant (Law Office of David C. Pennella).

BIANCO, J.T.C.

This opinion following oral argument shall serve as the court's determination concerning the motion by plaintiff, Scott Dickerson ("Mr. Dickerson"), to compel payment of interest from the defendant municipality Town of Dover ("Dover") on the tax refund owed by Dover to Mr. Dickerson pursuant to the stipulation of settlement signed by the parties on February 21, 2019. For the reasons set forth herein, the court finds that, in addition to his stipulated tax refund of $108,382.11, Mr. Dickerson is entitled to statutory interest of 5% per annum pursuant to N.J.S.A. 54:3-27.2 because Dover breached the terms of the stipulation of settlement by failing to pay Mr. Dickerson the tax refund no later than June 1, 2019.

Procedural History

Mr. Dickerson timely appealed the local property tax assessments on his commercial properties in Dover, designated by the taxing district as Block 1215 Lot 1, Block 1215 Lot 10,

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Block 1215 Lot 12, and Block 1215 Lot 15 ("Subject Property"), for tax years 2010, 2011, and 2012. On February 21, 2019, the parties entered into a stipulation of settlement reducing the Subject Property's local property tax assessments for the relevant years. The reduced assessment entitled Mr. Dickerson to a total refund of $108,382.11 as shown below:

Docket No.	Tax Refund Amount
005403-2010	$35,065.36
004187-2011	$35,962.03
008887-2012	$37,354.72

The stipulation of settlement contained a provision that waived statutory interest under N.J.S.A. 54:3-27.2.[1] The critical parts of this agreement are paragraphs four and six. Paragraph four reads: "Statutory interest, pursuant to N.J.S.A. 54:3-27.2, having been waived by taxpayer, shall not be paid provided the tax refund is paid upon approval of the 2019 fiscal year budget of the Town of Dover but not later than June 1, 2019."[2] Paragraph six sets forth the method of delivery with another reference to the June 1st deadline stating that: "All refunds as a result of the settlement set forth herein are to be made payable to the taxpayer and forwarded to Zipp & Tannenbaum, LLC, 280 Raritan Center Parkway, Edison, New Jersey 08837 upon approval of the 2019 fiscal budget of the Town of Dover *but no later than June 1, 2019*." (Emphasis added). Read together, these paragraphs signal that Mr. Dickerson waived his statutory right to interest provided

[1] "[I]n the event that a taxpayer is successful in an appeal from an assessment on real property, the respective taxing district shall refund any excess taxes paid, together with interest thereon . . . within 60 days of the date of final judgment." N.J.S.A. 54:3-27.2.

[2] At oral argument, the parties explained that the June 1 date served to accomplish the dual aims of allowing Dover enough time to pass the town budget while establishing a firm deadline for timely payment with or without budget approval. Dover asserted that, at the time the date was chosen, it was unaware that June 1 fell on a Saturday.

that Dover issued a refund made payable to Mr. Dickerson and sent to his counsel, Zipp & Tannenbaum, LLC, (hereinafter "Zipp & Tannenbaum") *no later than June 1, 2019*.

The following day, February 22, 2019, the court entered final judgments pursuant to the stipulation of settlement, reducing the assessments on the Subject Property for the relevant tax years. On February 26, 2019, Zipp & Tannenbaum sent Dover's Tax Collector a letter containing copies of the judgments issued by the Tax Court and a copy of the stipulation of settlement. The letter reiterated paragraph four of the stipulation by requesting that a refund check made payable to Mr. Dickerson, be forwarded to Zipp & Tannenbaum "upon approval of the [Dover's] 2019 fiscal year budget . . . but no later than June 1, 2019."

By June 1, 2019, Dover had paid neither the refund nor interest to Mr. Dickerson. On June 3, 2019, Dover mailed two checks totaling $108,382.11 and copies of purchase orders to Zipp & Tannenbaum for the same amounts as the checks. The purchase orders contained a section titled "Certification & Declaration" requesting the payee (i.e., Mr. Dickerson) to sign and certify that "the within bill is correct in all its particulars." To date, Mr. Dickerson has not signed these purchase orders. On June 10, 2019, Zipp & Tannenbaum sent a letter to Dover returning the purchase orders and stating that, because payment was made after the June 1, 2019 deadline, interest was owed. The letter asked Dover to recalculate the refund with interest. Since then, Dover has not issued any payments to Mr. Dickerson. On July 9, 2019, Mr. Dickerson filed a motion to compel payment of refund with interest. Oral argument was heard on October 2, 2019.

Facts

The facts of this case were established through oral argument, and the certifications submitted by Mr. Dickerson, his attorney, Peter Zipp ("Mr. Zipp") of Zipp & Tannenbaum, and Dover's Town Administrator. All dates take place in 2019.

Mr. Dickerson had several telephone and in-person communications with Dover employees between February 22 and June 1. First, in April, Mr. Dickerson called the Dover Finance Department to see whether the refund was available. He was told that the refund would not be available until after Dover's budget was released in May. Towards the end of April, Mr. Dickerson appeared at Town Hall in person to speak with the Dover Town Administrator. Mr. Dickerson was told by the Dover Town Administrator that he "would not be receiving the refund check any time soon." Later, in May, Mr. Dickerson called Dover Town Hall about the refund and was told that the budget was scheduled to be adopted in mid-June, after the June 1 deadline set by the parties. Finally, on Friday, May 31, Mr. Dickerson appeared at Town Hall and was again told that payment was not available at that time.[3]

On Monday, June 3, Mr. Dickerson went to Town Hall and asked to be paid directly; he was told to come back later that day. Mr. Dickerson returned that afternoon and was presented

[3] Dover asserts that it was ready to pay Mr. Dickerson in-person on Friday, May 31, but failed to do so because it was subsequently told by its attorney that the checks had to be mailed to Zipp & Tannenbaum. Dover's Town Administrator, however, certified that, before speaking with Dover's attorney, "I told Mr. Dickerson that he could pick up the checks or I could mail them on Monday and he specifically told me that would be okay. I acted on reliance of Mr. Dickerson's verbal statement that the checks and vouchers could be sent out on Monday." Thus, on one hand Dover was committed to paying Mr. Dickerson in-person on Friday, May 31, until speaking with Dover's counsel, while on the other hand Dover had already committed to mailing payment to Mr. Dickerson on Monday, June 3, before speaking with counsel. It is unclear why, after learning from counsel that payment could not be made directly, Dover's Town Administrator did not ask Mr. Dickerson to sign the purchase orders and then mail payment to Zipp & Tannenbaum. In the second instance, Dover's Town Administrator did not give Mr. Dickerson an option to be paid on May 31. He simply told Mr. Dickerson that he could be paid on June 3, and Mr. Dickerson agreed. Notably, Dover never asserted in its papers nor at oral argument that the conversation with counsel occurred before Monday, June 3, when payment was finally made. Dover's Town Administrator's certification further alleges that he was misled by Mr. Zipp's authorization that the checks could be mailed on Monday, June 3. However, Dover does not specify when this conversation took place. Based on these inconsistencies and the totality of the evidence, including a copy of Mr. Dickerson's phone records, the court is satisfied that Mr. Dickerson was not given the option to be paid on Friday, May 31, and Dover's attorney was not contacted until Monday, June 3.

with two purchase orders for the total refund amount but without interest. Dover's Town Administrator informed Mr. Dickerson that payment had to be forwarded to Mr. Zipp, at which time Mr. Dickerson called Mr. Zipp, requesting that he authorize for the payment to be made directly to Mr. Dickerson. During this call, Mr. Zipp advised Mr. Dickerson that the payment was late and should include interest. Mr. Zipp also advised Mr. Dickerson not to sign the purchase orders, and instructed Dover's Town Administrator to forward the purchase orders and checks to his firm.

At 1:24 pm on June 3, Dover's Town Administrator sent an email to Zipp & Tannenbaum with attached copies of the refund checks, asking whether Mr. Zipp wanted the checks mailed to his office or given directly to Mr. Dickerson. While it is unclear whether the actual checks were handed to Mr. Dickerson or eventually mailed to Zipp & Tannenbaum, in either case, they were not deposited. The next correspondence between the parties occurred in a letter dated June 10. Zipp & Tannenbaum returned the purchase orders to Dover requesting that they be recalculated to include interest pursuant to the stipulation of settlement. Dover did not re-issue payment.

Applicable Law

I. N.J.S.A. 54:3-27.2

When a taxpayer is successful in his local property tax appeal, the municipality is obligated to issue a refund plus interest.[4] N.J.S.A. 54:3-27.2. Refunds must be paid "within 60 days of the

[4] This provision applies whether the taxpayer obtains a favorable judgment through trial or settlement. Waterview Vill.-Cmty. Realty Mgmt. v. City of Ventnor, 4 N.J. Tax 262, 267-68 (Tax 1982).

final judgment." Ibid.[5] "In computing any period of time fixed by rule or court order, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday nor legal holiday." R. 1:3-1.[6]

II. Settlement Agreements

It is a long-settled principle that "[a] settlement agreement between parties to a lawsuit is a contract." Nolan v. Lee Ho, 120 N.J. 465, 472 (1990) (citing Pascarella v. Bruck, 190 N.J. Super. 118, 124 (App. Div. 1983); see also, Petrie Retail, Inc. v. Town of Secaucus, 19 N.J. Tax 356, 363 (Tax 2001) (finding that "settlements before the Tax Court are typically considered binding contracts."), aff'd, 363 N.J. Super. 74 (App. Div. 2003). As such, a court should uphold the terms of a settlement agreement between parties "absent a demonstration of 'fraud or other compelling circumstances[.]'" Pascarella, 190 N.J. Super. at 125 (quoting Honeywell v. Bubb, 130 N.J. Super. 130, 136 (App. Div. 1974).

The Supreme Court of New Jersey has emphasized that municipalities would be bound by the contracts they made:

> It has long been the rule in New Jersey that "court[s] cannot relieve municipalities from hard bargains[.]" It has been emphasized that

[5] In 2019, the statute was amended to provide that interest was payable at the lower of 5% or 1% above the prime rate. N.J.S.A. 54:3-27.2. Such refunds plus interest must be paid within sixty days of the date of a final judgment if the property is residential. Ibid. If the property is commercial, it could be paid within three years of the date of the final judgment unless the refund amount was below $100,000, in which case it must be repaid within sixty days of the final judgment. This amendment applies to appeals filed after the effective date of August 9, 2019. L. 2019, c. 230, § 3. Therefore, it does not apply to the instant appeals, which are simply bound by the original sixty-day deadline.

[6] Made applicable to the Tax Court by R. 1:1-1.

> "[m]unicipal contracts stand on the same footing as contracts between natural persons and courts will not inquire into the reasonableness of the terms of such contracts in the absence of bad faith, fraud or capricious action."
>
> Also, this Court repeatedly has hewed to the maxim that "[c]ourts cannot make contracts for parties. They can only enforce the contracts which the parties themselves have made." In other words, "[w]hen the terms of [a] contract are clear, it is the function of a court to enforce it as written and not to make a better contract for either of the parties [because t]he parties are entitled to make their own contracts." Thus, "[a]s a general rule, courts should enforce contracts as the parties intended." In doing so, the judicial task is clear: the "court must discern and implement the common intention of the parties [and its] role is to consider what is written in the context of the circumstances at the time of drafting and to apply a rational meaning in keeping with the expressed general purpose."
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> [McMahon v. City of Newark, 195 N.J. 526, 545-46 (2008) (citations omitted).]

III. Equitable Remedies

The Tax Court has both legal and equitable jurisdiction. N.J.S.A. 2B:13-3(a). The doctrine of substantial compliance is typically invoked when a party fails to strictly adhere to a statutory obligation and is used "to avoid 'harsh consequences that flow from technically inadequate actions that nonetheless meet a statute's underlying purpose.'" In re Earle Asphalt Co., 401 N.J. Super. 310, 328 (App. Div. 2008) (quoting Galik v. Clara Mass Med. Ctr., 167 N.J. 341, 352 (2001)). The asserting party must establish the following elements: "(1) the lack of prejudice to the defending party; (2) a series of steps taken to comply with the statute involved; (3) a general compliance with the purpose of the statute; (4) a reasonable notice of petitioner's claim, and (5) a reasonable explanation why there was not strict compliance with the statute." Id. at 328-29 (citing Cornblatt v. Barow, 153 N.J. 218, 239 (1998)).

"The doctrine of equitable estoppel prevents a party from repudiating prior conduct if such repudiation 'would not be responsive to the demands of justice and good conscience.'" Davin,

LLC v. Daham, 329 N.J. Super. 54, 67 (App. Div. 2000) (quoting Carlsen v. Masters, Mates & Pilots Pension Plan Tr., 80 N.J. 334, 339 (1979)).

> To establish a claim of equitable estoppel, the claiming party must show that the alleged conduct was done, or representation was made, intentionally or under such circumstances that it was both natural and probable that it would induce action. Further, the conduct must be relied on, and the relying party must act so as to change his or her position to his or her detriment.
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> [Miller v. Miller, 97 N.J. 154, 163 (1984).]

The party invoking the doctrine has the burden of proof. Ibid.

Finally, the doctrine of *de minimis non curat lex* stands for the proposition that "the law does not care about inconsequential matters . . . the law will not remedy trivial injuries." Black's Law Dictionary 431 (7th ed. 1999); see also, Mitchell v. JCG Indus., Inc., 745 F.3d 837, 843-44 (7th Cir. 2014) ("the usual legal translation of 'de minimis non curat lex' is that the law doesn't concern itself with 'trifles,'" and this "is common law doctrine, both state and federal"). The Tax Court in Petrie Retail, Inc. held that a breach was not de minimis where a municipality, owing a refund to a taxpayer, missed a stipulation of settlement payment deadline by six days. 19 N.J. Tax at 363. Referencing the deadline set in the parties' stipulation of settlement, the court held that "[t]he fact that this provision may be deemed boilerplate and was not subject to much negotiation does not diminish the fact that taxpayer, by way of that provision, is giving up a significant right of interest it would otherwise be entitled to receive under the statue, in the hope that payment will be made in a prompt fashion." Ibid. The court went on to conclude that "[w]hile the Tax Court may have some right to apply equitable principles, this right does not apply to changing an agreement executed by two parties." Id. at 364.

Analysis

The court finds that Dover failed to comply with the terms of the stipulation of settlement and therefore owes Mr. Dickerson the full refund amount of $108,382.11 plus statutory interest. The stipulation of settlement clearly identifies June 1 as the final opportunity for Dover to remit an interest-free refund to Mr. Dickerson, and it is an uncontested fact that no payment was issued until June 3. Absent compelling circumstances, New Jersey public policy and case law instructs courts to enforce settlement agreements by their terms to give both parties the benefit of their bargain. Here, Dover argues that the stipulation of settlement is subject to R. 1:3-1 which, along with the equitable doctrines of substantial compliance, equitable estoppel, and *de minimis non curat lex*, serves to relieve Dover from having to pay statutory interest. The court is not persuaded by these arguments, as analyzed below.

I. R. 1:3-1 and Stipulations of Settlement in Tax Court

Settlements in Tax Court are subject to a different procedure than those in Superior Court. A settlement agreement entered into by parties in Superior Court does not require judicial approval. Pascarella v. Bruck, 190 N.J. Super. 118, 124 (App. Div. 1983). By contrast, in Tax Court, "[j]udgment in a local property tax matter may be entered upon stipulation of the parties supported by such proof as the Court may require." R. 8:9-5(a) (emphasis added). "Proof" in this context refers to the adequacy of the agreed-to assessment and assurance that the municipal tax assessor participated in the negotiations and approved the settlement. Pressler & Verniero, Current N.J. Court Rules, cmt. 4 on R. 8:9-5 (2020). A final judgment is then entered by the court to establish the assessment.[7]

[7] One explanation for the final judgment requirement is to ensure compliance with N.J.S.A. 54:3-26; 54:51A-8 (the Freeze Act). Pressler & Verniero, cmt. 5 on R. 8:9-5.

Despite these procedural differences, the court rejects Dover's argument that because June 1 fell on a Saturday, R. 1:3-1 serves to extend the deadline to the following non-holiday weekday, in this case to Monday, June 3. According to Dover, because a stipulation of settlement in the Tax Court is subject to court approval and followed by a final judgment, it is adopted by the court and becomes a court document akin to a court order or rule. This is a matter of first impression here; Dover has not provided, nor has the court found any case law that addresses this argument.

The court is satisfied, however, that stipulations of settlement filed in the Tax Court *are not* court orders. Dover has provided no convincing basis for this court to deviate from, or expand upon, the established principle that "settlements before the Tax Court are typically considered binding contracts." Petrie Retail, Inc., 19 N.J. Tax at 363. The stipulation of settlement, though entered in the court and subject to judicial approval, is detached from the final judgment which the court enters to enforce the assessment amount.

Here, the June 1 deadline was fixed by the parties in the contractual stipulation of settlement, not the court's final judgment. In fact, the final judgment does not even reference the refund amounts. Therefore, the June 1 deadline was not "fixed by rule or court order." R. 1:3-1 (emphasis added).

Furthermore, assuming *arguendo* that the court did find that the stipulation of settlement was a "rule or court order", R. 1:3-1 applies to computations of time. Ibid. There is no computation of time required here. Rather, the June 1 deadline set by the parties was a clear, final date by which Dover could issue a refund without interest. To hold otherwise would allow the court to alter a stipulation of settlement that was freely entered into by the parties. That would be inconsistent with case law instructing this court to interpret such agreements as contracts, and New Jersey's

public policy towards encouraging settlement in the first place. Accordingly, the court finds that R. 1:3-1 is inapplicable here to allow the June 1 deadline to extend until June 3.

II. Substantial Compliance

Dover does not argue that it substantially complied with N.J.S.A. 54:3-27.2. In fact, the stipulation of settlement represents a negotiated agreement to avoid complying with N.J.S.A. 54:3-27.2's sixty-day payment with interest requirement. Dover instead argues it should not owe interest despite missing the June 1 deadline because it substantially complied with the stipulation of settlement. This argument is without merit given that the doctrine of substantial compliance and the relevant case law that Dover relies upon, pertain to a party's compliance with a *statute* or *court rule*, see, Corcoran v. St. Peter's Med. Ctr., 339 N.J. Super 337, 341-42 (App. Div. 2001), and not to a negotiated settlement between the parties as is the case here.

Assuming, *arguendo*, that the doctrine of substantial compliance was applicable here, Dover has not provided a reasonable explanation for why it missed the payment deadline.[8] Despite Mr. Dickerson's frequent visits to Town Hall, Dover did not even confirm the proper method of delivery with its attorney until after the deadline had passed. Accordingly, the court finds that the doctrine of substantial compliance is inapplicable here.

III. Equitable Estoppel

[8] See discussion infra Section III. Equitable Estoppel. Dover's claim that it relied on Mr. Dickerson's waiver is not a reasonable explanation for why it missed the June 1 deadline. Furthermore, though the stipulation of settlement contemplated budget approval, it still set a hard deadline of June 1. While Dover asserts that it did not know that June 1 fell on a Saturday when it agreed to the stipulation of settlement, it has not demonstrated how it was prejudiced by this oversight. Mr. Dickerson certified that he was informed in May that the budget would not be approved until mid-June; Dover's budget was eventually passed sometime after June 3. Dover cannot argue that it was in a better position financially to pay Mr. Dickerson on June 3rd than it was on May 31. In fact, Dover maintains that it was able to pay Mr. Dickerson on May 31.

The court further finds that Dover did not change its position to its detriment based on Mr. Dickerson's and Mr. Zipp's actions. Dover argues that Mr. Dickerson should be estopped from enforcing the June 1 deadline because he waived that deadline and Dover relied on that waiver to its detriment. Dover also maintains that it was misled by Mr. Zipp into believing that payment could be made on June 3.

Dover has failed to satisfy its burden to prove either of these claims. The court finds that Dover was neither ready, nor willing to pay Mr. Dickerson on May 31. Accordingly, Mr. Dickerson's acquiescence to Dover's instruction on Friday, May 31 to return on Monday, June 3, cannot be deemed a waiver, and, moreover, did not cause Dover to change its position to its detriment. Finally, the conversation between Mr. Zipp and the Dover Town Administrator did not occur until Monday, June 3. Clearly, Dover cannot rely upon Mr. Zipp's authorization to mail payment on June 3 as support for its change in position to its detriment; by June 3, Dover had already missed the June 1 payment deadline.

Mr. Dickerson repeatedly appeared at Town Hall for payment leading up to the June 1 deadline, giving Dover numerous opportunities to either remit payment or at the very least confirm method of delivery. Throughout their encounters leading up to the June 1 deadline, Dover consistently told Mr. Dickerson to return at another time because payment was not ready. A similar encounter occurred on May 31, during Mr. Dickerson's final attempt to secure payment before June 1. The court is satisfied that, despite Mr. Dickerson's insistence, Dover was not prepared to meet the June 1 deadline and told Mr. Dickerson to return on June 3. Clearly, Dover did not call Mr. Zipp before June 3 to elicit a waiver of the June 1 deadline. Dover cannot argue now that it was misled into changing any position to its detriment. Accordingly, the doctrine of equitable estoppel simply does not apply.

IV. The Doctrine of *De Minimis Non Curat Lex*

Finally, Dover argues that its breach is de minimis because it only missed the stipulated payment deadline by two days. The Tax Court in Petrie Retail, Inc. has already rejected a similar argument where a municipality missed the payment deadline by six days. 19 N.J. Tax at 363. Here, Mr. Dickerson gave up a statutory right to interest by waiving the same for over ninety days in the hopes that he would be paid in a timely manner. This was a significant detriment to Mr. Dickerson, and Dover breached its duty to issue a refund by the agreed upon deadline. The court concludes that this breach was not de minimis.

V. N.J.S.A. 36:1-1

While the parties did not reference it, the court is mindful of N.J.S.A. 36:1-1 which concerns transactions conducted on holidays and weekends. Under that statute, any "bills of exchange, bank checks and promissory notes . . . otherwise presentable for acceptance or payment on any of the days . . . enumerated" as legal holidays "shall be deemed to be payable and be presentable for acceptance or payment on the secular business day next succeeding any such holiday." N.J.S.A. 36:1-1(a).[9]

Saturday is included as one "of the days . . . enumerated" as a legal holiday. Ibid.; see also, N.J.S.A. 36:1-1.1 ("[e]ach Saturday in each year shall . . . be considered as the first day of

[9] By comparison, New York's statutory scheme separately addresses legal holiday and weekend deadlines depending on whether they are found in contracts or statutes. See N.Y. Gen. Constr. §§ 25; 25-a. In New York, contract performance deadlines which fall on a weekend generally carry over to the following business day "unless the contract expressly or implicitly indicates a different intent." N.Y. Gen. Constr. § 25(1) (emphasis added). At least one federal court has interpreted N.Y. Gen. Constr. §§ 25; 25-a (read together) to be substantively equivalent to N.J.S.A. 36:1-1. See Guardian Life Ins. Co. of Am. v. Goduti-Moore, 229 F.3d 212, 214 (3d Cir. 2000) (where a federal court sitting in diversity found the statutes to be "materially indistinguishable" for choice-of-law purposes). Under the present facts, *arguendo*, the court is satisfied that the parties' intent would defeat a default extension of the weekend deadline pursuant to N.Y. Gen. Constr. § 25(1).

the week . . . and as public holidays."). The Supreme Court in Poetz v. Mix held that "where, by statute, an act is due arithmetically on a day which turns out to be a Sunday or legal holiday, it may be lawfully performed on the following day." 7 N.J. 436, 445 (1951) (emphasis added); See, e.g., Potter v. Brady Transfer & Storage Co. 21 N.J. Super. 175, 178 (App. Div. 1952) (holding that a filing deadline, established by statute, which fell on a Sunday was properly extended to the next day); Mercer Cty. Park Comm. v. Di Tullio Plumbing & Heating Co., 139 N.J. Super. 36, 39-40 (App. Div. 1976) (finding that a county park commission could accept a contractor bid on Monday when the statutory deadline to accept the bid fell on a Saturday). There is no case law in New Jersey interpreting N.J.S.A. 36:1-1 to apply to payment deadlines agreed to between municipalities and taxpayers in settlement agreements concerning local property tax assessments.[10]

Here, the parties agreed that statutory interest would be waived by Mr. Dickerson provided Dover paid him "no later than June 1, 2019." Based on this clear, unambiguous language used by the parties, Dover was obligated to pay Mr. Dickerson by June 1 and cannot rely on N.J.S.A. 36:1-1 to excuse it from missing this deadline. Dover has already stated that it was unaware that the June 1 date fell on a Saturday when it entered into the settlement agreement, and the parties agreed that the June 1 date served as a final deadline. To allow Dover the benefit of making payment beyond the deadline would be inconsistent with case law instructing the courts that "[m]unicipal contracts stand on the same footing as contracts between natural persons." McMahon, 195 N.J. at

[10] There is case law supporting the proposition that an insurance policy time period which ends on a weekend should be extended to the following business day. Vuarnet Footwear, Inc. v. Sea-Rail Serv. Corp., 334 N.J. Super. 442, 454 (App. Div. 2000). However, New Jersey also has a public policy of construing insurance contracts in favor of the insured (and exclusions against the insurer) as such policies are contracts of adhesion that are not subject to negotiation. Id. at 450. In the present matter, the parties freely negotiated a settlement agreement, and New Jersey has a public policy of enforcing such agreements by their own terms.

545. Dover has not persuaded the court that it took reasonable steps to make payment at any time before the June 1 deadline, nor has it shown that it was prejudiced in any way because it did not know that June 1 fell on a Saturday. The court therefore concludes that the June 1 deadline should be enforced as written, as this result best respects the intent of the parties in choosing that date to serve as a final deadline.

Conclusion

Dover breached the terms of the stipulation of settlement by failing to pay Mr. Dickerson by June 1, 2019. Under the default rule of N.J.S.A. 54:3-27.2, Dover would have been obligated to issue a refund with interest within sixty days of the court's judgments. The court finds no basis in law or equity to extend the deadline beyond the agreed-upon date of June 1, 2019. Accordingly, Dover owes Mr. Dickerson statutory interest of 5% per annum under N.J.S.A. 54:3-27.2 on the refunds for each of the three tax years totaling $108,382.11 as tabulated earlier, which interest is to be calculated from the date of the payment of tax to the date the refund is paid.

Pursuant to R. 8:9-3, the parties will submit calculations of interest due to Mr. Dickerson to the court within 30 days of the date of this opinion. If the parties agree on the calculations, a consent order shall be submitted for the court's endorsement. If there is no agreement, then the court shall make a determination based on the calculations submitted by each party and issue its own order accordingly. The court retains jurisdiction.