Amended 5/20/24

TOWNSHIP OF MAHWAH
COMBINED WORK SESSION AND PUBLIC MEETING AGENDA
MONDAY, MAY 20, 2024

Honorable Anthony J. Gianni Jr. Chambers **6:30 pm**
Richard J. Martel Municipal Center
475 Corporate Drive, Mahwah, New Jersey

COUNCIL PRESIDENT'S STATEMENT

SALUTE TO THE FLAG

MOMENT OF SILENCE

- **Veterans and Those Serving in the Military**

ROLL CALL: _____ Ariemma; _____ Bolan; _____ Donigian; _____ Ferguson; _____ May; _____ Paz; _____ Wong

RESOLUTION
#191-24 Closed Session Resolution

CLOSED SESSION
C1. Contract Negotiations

WORK SESSION
SUBMISSION OF BILLS AND CLAIMS

ENGINEERING
1a. Resolution of Approval Authorizing Project Management and Inspection Services; Water Treatment System Improvements; Well 19; Boswell Engineering; MA-2166
1b. Award of Bid Project; Pedestrian Safety Improvements Along East Ramapo Avenue; MTB #23-23
1c. Resolution of Approval Authorizing Surveying Services; Franklin Turnpike and Miller Road Intersection; Proposal to Update Survey; Boswell Engineering; MA-3011
1d. Authorizing; Contract Amendment; Site Plan & Permitting for new Mahwah Township Public Works Facility
1e. Verbal Status Report

LEGAL
2a. Resolution to Cancel Macarthur Boulevard Contracts
2b. Resolution Authorizing the Award of a Professional Services Contract without Competitive Bidding to Tank Solutions to Perform a Phase II Environmental Site Assessment For 93 Franklin Turnpike (Block 70 Lot 40), 109 Cedar Hill Avenue (Block 70 Lot 37) And 111 Cedar Hill Avenue (Block 70 Lot 38) (Lotito Properties)
2c. Resolution Authorizing the Execution of an Addendum to the Contracts of Sale Dated November 27, 2023 and Proceeding with Due Diligence Related to the Acquisition of 93 Franklin Turnpike, 109 Cedar Hill Avenue and 111 Cedar Hill Avenue

ADMINISTRATION

3a. Authorizing Execution of Second Memorandum of Agreement Addendum to Provide the Mahwah Board of Education with a School Resource Officer for an Additional Year through June 30, 2025

3b. Authorizing BCIA Payment #32 to DiGeronimo, PC; DPW Project

3c. Contract Renewal Year 3; License to Operate Food and Beverage Concessions – Mahwah Pool; The Whistle Stop, LLC RFP #22-06

3d. Resolution to Amend Resolution #159-24 Awarded on 4/22/24 to H2M Associates; Engineering Services for the Fardale Avenue Culvert Replacement, Correcting Total Amount Not to Exceed $134,400 (correcting from $138,400)

3e. Authorizing Purchases from Witmer, Inc.; NJ State Contract #T0106 for various Police Department Equipment and Supplies Exceed the Bid Threshold

3f. Authorizing Trade-In of Used Glock Handguns with Magazines for Credit Towards Purchase of New Handguns; Police Department; Witmer Inc., NJ State Contract #T0106

*3g. Authorizing Approval of Bid Award for Mahwah Township Affordable Housing Home Improvement Program Case #MAWA-2305 (7 Alcott Road)

TOWNSHIP COUNCIL/MUNICIPAL CLERK

4a. Permission to Place Signs in Township Right-of-Way;
1. Campaign for MaryJo Guinchard; US Congress Candidate
2. Campaign for Christine Serrano Glassner; US Senate Candidate

4b. Firefighter Applications:
1. Christopher Hughes; Fire Company #4
2. John Hughes III; Fire Company #4
3. Lorenzo Palombo; Fire Company #4
4. Michael Ciongoli; Fire Company #4

4c. Junior Firefighter Application; James Veneck; Fire Company #4

4d. Fence Permit; 70 Peterson Place

4e. Gun Violence Awareness Day

PUBLIC PORTION

- Prior to speaking, each Speaker shall provide their Name and Address. However, if you are a Township resident who has been verified by the Office of Information Privacy as a covered person under Daniel's Law, do not provide your address.
- Mahwah Residents shall speak first
- In this Public Portion, Speakers may speak about any topic
- Speaker must direct questions or comments to the Council President
- There will be no back and forth dialogue between the Speaker and Representatives on the dais
- When the Speaker is finished with statement or questions, the Council will respond as appropriate
- Each Speaker shall be limited to 3 minutes, when 3 minutes expires, Council will move on to the next Speaker
- This Public Portion shall be a maximum of 30 minutes
- Speakers may only speak once during each Public Portion

PUBLIC MEETING

APPROVAL OF BILLS AND CLAIMS

APPROVAL OF MEETING MINUTES

Special Council Meeting Minutes of April 30, 2024
Combined Work Session and Public Meeting Minutes of May 6, 2024
Closed Session Meeting Minutes of May 6, 2024

REPORTS OF TOWNSHIP COUNCIL and MUNICIPAL CLERK
TOWNSHIP COUNCIL; COMMENTS, COMMUNICATIONS AND REPORTS OF SUBCOMMITTEES

REPORTS OF MAYOR and BUSINESS ADMINISTRATOR

PUBLIC PORTION

- Prior to speaking, each Speaker shall provide their Name and Address. However, if you are a Township resident who has been verified by the Office of Information Privacy as a covered person under Daniel's Law, do not provide your address.
- Mahwah Residents shall speak first
- In this Public Portion, Speakers may speak about any topic
- Speaker must direct questions or comments to the Council President
- There will be no back and forth dialogue between the Speaker & Representatives on the dais
- When the Speaker is finished with statement or questions, the Council will respond as appropriate
- Each Speaker shall be limited to 3 minutes, when 3 minutes expires, Council will move on to the next Speaker
- This Public Portion shall be a maximum of 30 minutes
- Speakers may only speak once during each Public Portion

ORDINANCE –INTRODUCTION

#2033 Ordinance of the Township Of Mahwah, County of Bergen, State of New Jersey, Amending Chapter 14, Tree Preservation, of the Township Code to Revise Certain Requirements and Comply With the NJDEP Model Tree Ordinance

ORDINANCES – PUBLIC HEARINGS

#2026 An Ordinance of the Township of Mahwah, County of Bergen, State of New Jersey, Amending Chapter 24, Zoning, of the Township Code, Section 24-3, General Regulations, Subsection, 24-3.8 Supplemental Use Regulations, to Define and Prohibit Vapor Establishments Within All Zoning Districts and to Prohibit Signs, Billboards, or Other Similar Structures That Advertise or Promote Vapor Products or Vapor Establishments Within All Zoning Districts (Carried to June 10)

#2029 Bond Ordinance Providing for Various Improvements to Norfolk Village in and by the Township of Mahwah, in the County of Bergen, New Jersey, Appropriating $572,000 Therefor and Authorizing the Issuance of $572,000 Bonds or Notes of the Township to Finance the Cost Thereof

#2030 Bond Ordinance Providing for Various Improvements to the Water Utility in and by the Township of Mahwah, in the County of Bergen, New Jersey, Appropriating $3,208,000 Therefor and Authorizing the Issuance of $3,208,000 Bonds or Notes of the Township to Finance the Cost Thereof

#2031 Bond Ordinance Providing for Various Capital Improvements in and by the Township of Mahwah, in the County of Bergen, New Jersey, Appropriating $4,772,500 Therefor and Authorizing the Issuance of $3,987,625 Bonds or Notes of the Township to Finance Part of the Cost Thereof

#2032 Bond Ordinance Providing for Various Improvements to the Sewer Utility in and by the Township of Mahwah, in the County of Bergen, New Jersey, Appropriating $495,000 Therefor and Authorizing the Issuance of $495,000 Bonds or Notes of the Township to Finance the Cost Thereof

CONSENT AGENDA

There will be no separate discussions of Resolutions below. If discussion is desired by any Councilmember on any Resolution(s), that Resolution(s) will be removed from the Consent Agenda

#192-24 Resolution of Approval Authorizing Project Management and Inspection Services; Water Treatment System Improvements; Well 19; Boswell Engineering; MA-2166

#193-24 Award of Bid Project; Pedestrian Safety Improvements Along East Ramapo Avenue; MTB #23-23

#194-24 Resolution of Approval Authorizing Surveying Services; Franklin Turnpike and Miller Road Intersection; Proposal to Update Survey; Boswell Engineering; MA-3011

#195-24 Authorizing Execution of Second Memorandum of Agreement Addendum to Provide the Mahwah Board of Education with a School Resource Officer for an Additional Year through June 30, 2025

#196-24 Authorizing BCIA Payment #32 to DiGeronimo, PC; DPW Project

#197-24 Contract Renewal Year 3; License to Operate Food and Beverage Concessions – Mahwah Pool; The Whistle Stop, LLC RFP #22-06

#198-24 Resolution to Amend Resolution #159-24 Awarded on 4/22/24 to H2M Associates; Engineering Services for the Fardale Avenue Culvert Replacement, Correcting Total Amount Not to Exceed $134,400 (correcting from $138,400)

#199-24 Authorizing Purchases from Witmer, Inc.; NJ State Contract #T0106 for various Police Department Equipment and Supplies Exceed the Bid Threshold

#200-24 Authorizing Trade-In of Used Glock Handguns with Magazines for Credit Towards Purchase of New Handguns; Police Department; Witmer Inc., NJ State Contract #T0106

#201-24 Permission to Place Signs in Township Right-of-Way; Campaign for MaryJo Guinchard; US Congress Candidate

#202-24 Permission to Place Signs in Township Right-of-Way; Campaign for Christine Serrano Glassner; US Senate Candidate

#203-24 Firefighter Application; Christopher Hughes; Fire Company #4

#204-24 Firefighter Application; John Hughes III; Fire Company #4

#205-24 Firefighter Application; Lorenzo Palombo; Fire Company #4

#206-24 Firefighter Application; Michael Ciongoli; Fire Company #4

#207-24 Junior Firefighter Application; James Veneck; Fire Company #4

#208-24 Fence Permit; 70 Peterson Place; Block 139, Lot 50.05

#209-24 Gun Violence Awareness Day

#210-24	Authorizing; Contract Amendment; Site Plan & Permitting for new Mahwah Township Public Works Facility
#211-24	Resolution to Cancel Macarthur Boulevard Contracts
#212-24	Resolution Authorizing the Award of a Professional Services Contract without Competitive Bidding to Tank Solutions to Perform a Phase II Environmental Site Assessment For 93 Franklin Turnpike (Block 70 Lot 40), 109 Cedar Hill Avenue (Block 70 Lot 37) And 111 Cedar Hill Avenue (Block 70 Lot 38) (Lotito Properties)
#213-24	Resolution Authorizing the Execution of an Addendum to the Contracts of Sale Dated November 27, 2023 and Proceeding with Due Diligence Related to the Acquisition of 93 Franklin Turnpike, 109 Cedar Hill Avenue and 111 Cedar Hill Avenue
* #214-24	Authorizing Approval of Bid Award for Mahwah Township Affordable Housing Home Improvement Program Case #MAWA-2305 (7 Alcott Road)

OLD BUSINESS

1. Bergen County Gun Range
2. Repairs to Fire Trucks
3. Garbage Collection – In-House
4. Cell Phone Charging Stations
5. Electric Charging Stations
6. NJ Transit Access Link/Inter-Township Transportation
7. NJ Train Station
8. Campgaw Road and Seminary Drive Intersection
9. Railroad Avenue
10. Business Improvement District

NEW BUSINESS

ADJOURNMENT

THIS AGENDA IS SUBJECT TO CHANGE

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #191-24
DATE: May 6, 2024

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

RESOLUTION AUTHORIZING A CLOSED EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MAHWAH

WHEREAS, meetings of the Mahwah Township Council are subject to the requirements of the Open Public Meeting Act N.J.S.A. 10:4-6 et seq. ("OPMA"); and

WHEREAS, the OPMA provides that a public body may exclude the public from a portion of a meeting during which the public body discusses items enumerated by N.J.S.A. 10:4-12b, which items are recognized by the OPMA as requiring confidentiality; and

WHEREAS, it is necessary and appropriate for the Township Council to discuss certain matters in a meeting not open to the public in accordance with N.J.S.A. 10:4-12b.

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

1. The Township Council shall hold a closed meeting from which the public shall be excluded on May 20, 2024 at 6:30PM.
2. The general nature of the subjects to be discussed at said closed meeting shall be as follows:
   a. Pursuant to N.J.S.A. 10:4-12(b)(7), matters falling within the attorney-client privilege relating to
      C1. Contract Negotiations
3. The minutes of said closed meeting shall be made available for disclosure to the public when the items that are subject of the closed session discussion are resolved and a reason for confidentiality no longer exists, in accordance with the OPMA.

I hereby certify that this resolution consisting of one page, was adopted at a meeting of the Township Council of the Township of Mahwah, on the 20th day of May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

BOSWELL ENGINEERING
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

1a.

May 15, 2024

Mr. Michael J. Kelly, P.E.
Township Engineer
Township of Mahwah
75 Corporate Drive
Mahwah, NJ 07430

Re: Proposal for Construction Administration and Construction Inspection Services
Water Treatment System Improvements
Well # 19
Township of Mahwah
Bergen County, New Jersey
Our File No. PR-24-12705

Dear Mr. Kelly:

In response to the Township of Mahwah's request, Boswell Engineering (Boswell) is pleased to submit this proposal for construction administration and construction inspection services associated with the above-referenced project. The water system improvements are for Well 19 in the Township of Mahwah.

SCOPE OF SERVICES

Boswell will perform the following construction administration and inspection services to ensure that construction activities are completed in accordance with the requirements of the Plans and Specifications:

a) Attend and chair pre-construction meetings;
b) Review submittals and shop drawings;
c) Respond to contractor's inquiries and requests for information;
d) Review design changes;
e) Review and process field clarification and change orders, as required;
f) Review contractor's requests for payment;
g) Conduct and chair construction progress meetings, as necessary, and submit written minutes;

h) Maintain and submit written records of construction activities;
i) Facilitate coordination with pertinent utilities and agencies;
j) Prepare punch list and follow-up for substantial and final completion;
k) Review and recommend contactor's bond reductions and releases; and
l) Provide certification of completion and release of final payment.

This task will also include the field observation services during construction. Included is the following:

a) Provide a qualified resident inspector to perform part-time inspection of the work. The resident inspector will keep the Township informed of the progress of the work and determine, in general, if the work is proceeding in accordance with the plans and specifications;
b) Ensure the contractor's compliance with the contract documents;
c) Process monthly contractor applications for payment;
d) Witness and document all inspections required by outside regulatory agencies;
e) Review required test procedures, witness the tests, and review all test results;
f) Resolve field issues;
g) Conduct final inspection, certify the proper completion of work, and provide the necessary information to obtain government approvals.

Estimated Engineering Fees and Schedule

Boswell is prepared to commence work immediately upon receiving a notice to proceed.

Boswell will perform the previously discussed services as outlined on a time and materials basis for a fee not to exceed $146,000.

Boswell will invoice the Township monthly, based on the actual time utilized and our rate schedule in effect at the time the work is performed. If this proposal meets with your approval, kindly provide us with the necessary authorization to proceed, and we will commence the project.

We wish to thank you for the opportunity to present this proposal and look forward to working with the Borough on this project. Should you have any questions or require additional information, please do not hesitate to contact Peter Pannucci, P.E., or me.

Very truly yours,

BOSWELL ENGINEERING

Kevin J. Boswell, P.E.

KJB/PP/tl

cc: Peter Pannucci, Jr., P.E.
Giselle Diaz, P.E.
240515ppp1

BOSWELL ENGINEERING

16.

Township Of Mahwah

DIVISION OF ENGINEERING
475 Corporate Drive
Mahwah, NJ 07430

MICHAEL J. KELLY, P.E.
Township Engineer
VIA EMAIL

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

May 14, 2024
(Rev. May 16, 2024)

Mr. Ben Kezmarsky
Township Business Administrator
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

Re: Pedestrian Safety Improvements Along East Ramapo Avenue
Recommendation of Award
East Ramapo Avenue
Township of Mahwah
Bergen County, New Jersey
Bid No. MTB-23-23
Our File No. MA-3035

Dear Mr. Kezmarksy:

Today, the Township of Mahwah solicited bids for the above referenced project, received and read same at Township Hall. Six (6) bidders submitted proposals for this project. Attached hereto for your use is a copy of the Bid Summary for this project.

The work to be performed under this contract includes the installation of pedestrian crossing sign with rapid flashing beacon system (Rectangular Rapid Flashing Beacons) at the intersection of East Ramapo Avenue and South Railroad Avenue and at the westbound crossing at the intersection of East Ramapo Avenue and Scherer Place and other incidentals.

After reviewing the bid received and the funding available, it is our understanding that the Township proposes to proceed with the work associated with this project.

Based on our review of the bids submitted, we find La Forza Construction, LLC of Lyndhurst, New Jersey in the amount of $106,465.69 to be the low bidder. It should be noted that this bid amount is below the Engineer's Estimate of $119,000.00 for this work. We reviewed the qualifications submitted by La Forza Construction, LLC and find them to be in order.

We hereby recommend award of this project to La Forza Construction, LLC at the May 20, 2024 Council Meeting.

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

Very truly yours,

Michael J. Kelly, P.E.
Township Engineer

MJK/cs
Attachment
cc: Honorable Mayor James J. Wysocki
Mahwah Township Council
Carolyn George, Township Clerk
Glenn Dowson, DPW Director
Fred Semrau, Esq., Township Attorney
La Forza Construction, LLC

240514 Engineering Report cs

TOWNSHIP OF MAHWAH - DEPARTMENT OF LAND USE
475 CORPORATE DRIVE
MAHWAH, NEW JERSEY

PEDESTRIAN SAFETY IMPROVEMENTS ALONG EAST RAMAPO AVENUE
TOWNSHIP OF MAHWAH
BERGEN COUNTY, NEW JERSEY
OUR FILE NO. MA-3035

BID DATE: MAY 14, 2024 **TIME: 11:30 A.M.**

ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	LaForza Construction, LLC 524 Valley Brook Avenue Lyndhurst, NJ 07071		Zuccaro Inc. 64 Commerce Street Garfield, NJ 07026		D&L Paving Contractors, Inc. 675 Franklin Avenue Nutley, NJ 07110		AA Berms, LLC P.O. Box 180 Belleville, NJ 07109		Diamond Construction 35 Beaverson Boulevard, Suite 12C Brick, NJ 08723		ADP Group, LLC 27 E. 33rd Street Paterson, NJ 07514	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	BASE BID														
1	Breakaway Barricade	UNIT	10	$0.01	$0.10	$50.00	$500.00	$0.01	$0.10	$1.00	$10.00	$0.01	$0.10	$190.00	$1,900.00
2	Drum	UNIT	10	$0.01	$0.10	$50.00	$500.00	$0.01	$0.10	$1.00	$10.00	$0.01	$0.10	$100.00	$1,000.00
3	Traffic Cone	UNIT	50	$0.01	$0.50	$10.00	$500.00	$0.01	$0.50	$1.00	$50.00	$0.01	$0.50	$65.00	$3,250.00
4	Construction Signs	SF	200	$1.25	$250.00	$20.00	$4,000.00	$0.01	$2.00	$1.00	$200.00	$0.01	$2.00	$38.00	$7,600.00
5	Clearing Site	DOLLAR	1	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$15,000.00	$15,000.00	$27,000.00	$27,000.00	$20,000.00	$20,000.00	$29,600.00	$29,600.00
6	Concrete Sidewalk, 4" Thick	SY	100	$155.00	$15,500.00	$125.00	$12,500.00	$100.00	$10,000.00	$140.00	$14,000.00	$81.00	$8,100.00	$228.00	$22,800.00
7	Regulatory and Warning Signs	SF	130	$45.00	$5,850.00	$55.00	$7,150.00	$55.00	$7,150.00	$55.00	$7,150.00	$20.00	$2,600.00	$38.00	$4,940.00
8	Rectangular Rapid Flashing Beacons Assembly	UNIT	4	$13,500.00	$54,000.00	$8,500.00	$34,000.00	$15,000.00	$60,000.00	$9,800.00	$39,200.00	$20,000.00	$80,000.00	$11,200.00	$44,800.00
9	Tree Removal, Over 12" to 18" Diameter	UNIT	1	$2,000.00	$2,000.00	$2,500.00	$2,500.00	$2,000.00	$2,000.00	$1,000.00	$1,000.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00
10	Borrow Topsoil	CY	5	$25.00	$125.00	$100.00	$500.00	$25.00	$125.00	$50.00	$250.00	$1.00	$5.00	$80.00	$400.00
11	Topsoil Spreading, 5" Thick	SY	10	$100.00	$1,000.00	$100.00	$1,000.00	$10.00	$100.00	$5.00	$50.00	$0.01	$0.10	$30.00	$300.00
12	Fertilizing and Seeding, Type A-3	SY	10	$50.00	$500.00	$10.00	$100.00	$10.00	$100.00	$5.00	$50.00	$0.01	$0.10	$30.00	$300.00
13	Straw Mulching	SY	10	$50.00	$500.00	$10.00	$100.00	$0.01	$0.10	$5.00	$50.00	$0.01	$0.10	$30.00	$300.00
14	Railroad Protective Liability	DOLLAR	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
15	Detectable Warning Surface	SY	4.5	$333.33	[illegible]	$300.00	$1,350.00	$300.00	$1,350.00	$500.00	$2,250.00	$2,000.00	$9,000.00	$500.00	$2,250.00
16	9" x 18" Concrete Vertical Curb	LF	225	$38.00	$8,550.00	$100.00	$22,500.00	$50.00	$11,250.00	$70.00	$15,750.00	$40.00	$9,000.00	$100.00	$22,500.00
17	Traffic Markings Lines, 8"	LF	500	$2.40	$1,200.00	$3.00	$1,500.00	$3.00	$1,500.00	$4.00	$2,000.00	$4.00	$2,000.00	$5.00	$2,500.00
18	Traffic Markings Lines, 24"	LF	325	$7.20	$2,340.00	$6.00	$1,950.00	$5.50	$1,787.50	$8.00	$2,600.00	$9.00	$2,925.00	$16.00	$5,200.00
19	Traffic Markings Symbols	SY	75	$10.00	$750.00	$10.00	$750.00	$7.00	$525.00	$10.00	$750.00	$20.00	$1,500.00	$130.00	$9,750.00
20	Removal of Traffic Markings	SY	800	$3.00	$2,400.00	$4.00	$3,200.00	$3.50	$2,800.00	$2.00	$1,600.00	$0.01	$8.00	$11.00	$8,800.00
	TOTAL BASE BID				[illegible]		**$109,600.00**		**$118,690.30**		**$118,970.00**		**$143,641.00**		**$176,690.00**
	[illegible]														

1c.

BOSWELL ENGINEERING
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

VIA EMAIL

February 1, 2024

Michael J. Kelly, P.E.
Township Engineer, Director - Department of Land Use
Township of Mahwah
475 Corporate Drive
Mahwah, New Jersey 07430

Re: Proposal for Surveying Services
Franklin Turnpike & Miller Road
Topographic Survey Update
Township of Mahwah
Bergen County, New Jersey
Our File No. PR-24-12483

Dear Mr. Kelly:

Pursuant to your email request of January 29, 2024. Boswell Engineering (Boswell), is pleased to submit this proposal for surveying services for the above referenced project.

Boswell will perform a topographic survey update of the Franklin Turnpike and Miller Road intersection within the limits shown on a plan entitled "Existing Conditions, Franklin Turnpike & Miller Road Intersection Improvement, Township of Mahwah, Bergen County, New Jersey" prepared by Boswell Engineering, dated May 11, 2005, last revised December, 2007. Boswell's field crew will reestablish the existing horizontal and vertical survey control and perform a field edit of the site locating any changes or additions to the property and noting any items that have been removed. A new drawing will be prepared incorporating all field edits into the 2007 drawing.

To reflect any new roadway easements or takings within the project limits, Boswell will acquire all available mapping from the County of Bergen and research our in-house files.

All survey work will be completed in AutoCAD format and delivered to the Township of Mahwah within six (6) weeks of authorization to proceed.

The Lump Sum Fee for the above outlined work shall be Nine Thousand Seven Hundred Seventy-Five Dollars ($9,775.00).

If this proposal meets with your approval, kindly provide us with official authorization and/or purchase/work order.

Boswell wishes to thank you for this opportunity to submit this proposal. If you should have any questions or require any further information, please do not hesitate to contact me.

Very truly yours,

BOSWELL ENGINEERING

Frank M. Krupinski, P.L.S.

FMK/fmk

1d.

BOSWELL ENGINEERING
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

May 13, 2024

Honorable Mayor and Council
Township of Mahwah
475 Corporate Drive
Mahwah, New Jersey 07430

Attention: Ben Kezmarsky, Township Business Administrator

Re: Amended Proposal
Site Plan & Permitting for the New
Mahwah Township Public Works Facility
Micik Lane
Block 102, Lots 21, 22 & 27
Township of Mahwah
Bergen County, New Jersey
Our File No. PR-20-9855

Dear Mayor Wysocki and Members of the Council:

Pursuant to your request, we are pleased to submit a proposal for the additional necessary engineering services to redesign and permit the new site work at the Public Works Facility to be constructed at the Micik Lane site.

The redesign includes raising portions of the site, eliminating retaining walls, reconfiguring the salt shed, redesigning the detention basin, and eliminating curb and sidewalks around the building.

We propose to complete the required redesign for a fee of $20,000.00.

Additionally, we will perform the Preliminary Contract Administration work including review of RFI's and first submittals, as well as, attendance at site meetings.

We propose to complete the Preliminary Construction Administration for a fee of $10,000.00.

The work not included in this proposal is as follows:

1. Construction stakeout.
2. Construction inspection.
3. Off-site improvement plans or studies including hydraulic evaluations.
4. Lab testing and analytical work.
5. ISRA sampling plan, analytical testing, borings, soil samples, remediation plan, supervision or cleanup, etc.
6. Application or permit fees.
7. Geotechnical borings and analyses.
8. Structural design for retaining walls over four (4') feet high).
9. Environmental Impact Statement.
10. Underground Tank Removal.
11. Additional meetings not specified in the proposal.
12. Soils testing.
13. Backhoe for excavation of test holes.
14. Hazardous waste-environmental investigations.
15. Deed description.
16. Wetlands delineation or LOI (already performed).
17. Traffic Study.
18. NJDEP permits other than previously mentioned.

We will be happy to quote you for any additional work listed in our exclusions.

If additional work is required, we will invoice you on the basis of our standard hourly rates in effect at the time the work is performed.

We wish to thank you for the opportunity of submitting this proposal. If you have any questions, please do not hesitate to contact me.

Very truly yours,

BOSWELL ENGINEERING

Jeffrey L. Morris, P.E.

JLM/jg
240513JGp1.doc

BOSWELL ENGINEERING
EST. 1924

2b.

Tank Solutions
Oil Tank Experts

180 Market St., Kenilworth, NJ 07033
Tel: (908) 964-2717 Fax: (908) 964-4244
NJDEP License # US00334
NJ Business Registration # 0106912

May 16, 2024

Benjamin Kezmarsky
Town Administrator
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

Re: Phase II ESA
Location: 93 Franklin Turnpike (110 Cedar Hill Avenue), 109 & 111 Cedar Hill Avenue
Mahwah, Bergen County

Dear Mr. Kezmarsky;

It was a pleasure speaking with you regarding the upcoming purchase by the City of Mahwah of the above referenced properties. Based upon the Phase I Environmental Site Assessment recommendations & conclusions, Tank Solutions is pleased to submit the following proposal for your review. The scope of work includes the following:

TASK #1 Site Wide Geophysical Survey

1) Supply all necessary equipment and labor perform a site wide ground penetrating radar survey to locate USTs, septic tanks and any buried utilities at all three parcels.
2) Prepare Summary Report of Findings

TASK #2 Soil Delineation – for UST Closure Report for Former UST System

1) Mobilize to the site a geoprobe direct push unit with NJ Licensed Driller to install (15) soil borings in and around the locations of the former tanks and interior area of potential concern associated with the former mechanic operation.
2) Under LSRP oversight, each boring will be inspected and field screened for evidence of contamination. Select locations will be sampled and directed to a NJ Certified Laboratory for analysis.
3) Testing parameters may include but not be limited to EPH Category 1, EPH Category 2, Volatile Organics & Heavy Metals.

Tank Solutions
Oil Tank Exports

180 Market St., Kenilworth, NJ 07033
Tel: (908) 964-2717 Fax: (908) 964-4244
NJDEP License # US00334
NJ Business Registration # 0106912

TASK #3 Groundwater Sampling for UST Closure Report for Former UST System

1) Access existing monitor wells installed during the original UST closure event.
2) Re-develop wells and remove any sediment.
3) Collect one discrete groundwater sample for analysis at a NJ Certified Laboratory.
4) Testing Parameters to included Volatile Organics, Base Neutral Organics SIMS and Total Lead.

TASK #4 Remedial Action Report Submission

Data Evaluation and Compliance Determination for both soil and groundwater sample results by our LSRP to determine if a Remedial Action Report is able to be submitted for review to the NJDEP UHOT program for issuance of the No Further Action Letter for the former UST system and case closure.

For areas of concern other than USTs, Data Evaluation and Compliance Determinations will be summarized with recommendations for additional sampling and/or remediation if required.

ESTIMATED PROJECT COST: $ 19,950.00 for Tasks 1-4

PAYMENT TERMS

1) A deposit is due upon signing of this contract: $ 5,000.00
2) Progress Invoice will be presented upon return of laboratory test reports
3) Final payment due upon release of final report.
4) Note this proposal if for professional services therefore Prevailing Wage Rates do not apply.

TERMS AND CONDITIONS

I. Tank Solutions will call in for underground utilities to be marked out by NJ One Call system as required by law. Any private utilities and/or drainage systems are the responsibility of the client to locate (lamp posts, gas grills, drainage systems, sprinkler systems, sewer lines, etc.) We will take all care to avoid damaging any underground utilities/systems, including sprinkler systems, and cannot be held responsible for breakage or reconnection of any utilities/systems at the site.
II. Tank Solutions reserves the right to reschedule your project due to inclement weather or building department cancellations.

Please sign this proposal and return it to our office with the deposit required. By signing below, you agree to all the terms outlined in the proposal. The customer agrees to pay all legal, administrative or collection costs Tank Solutions may incur while pursuing any past due payments.

Tank Solutions
Oil Tank Experts

180 Market St., Kenilworth, NJ 07033
Tel: (908) 964-2717 Fax: (908) 964-4244
NJDEP License # US00334
NJ Business Registration # 0106912

Site work will be scheduled within 5 days from receipt of signed proposal and deposit.

Estimated Time to Complete Site Work: 1 Day

Laboratory Turnaround Time: 10 working Days

Final Report and/or Summary of Findings with Recommendations: 30 Days from Receipt

Sincerely,

Karen D. Lacey, LSRP #591401
Environmental Compliance Manager
TANK SOLUTIONS

Client Signature: _____ Date: _____

Please indicate below if there is a Real Estate Closing at the above address.

Closing: _____Yes _____No Closing Date: _____

Cc: Sue DeJessa – Dorsey & Semrau

2c.

SECOND ADDENDUM TO THE CONTRACT OF SALE
BETWEEN
JOSEPHINE LOTITO AND THE TOWNSHIP OF MAHWAH
DATED NOVEMBER 27, 2023 AND THE ADDENDA DATED MARCH 5, 2024
FOR THE PROPERTIES KNOWN AS FRANKLIN TURNPIKE AND 109 CEDAR HILL AVENUE
AND THE CONTRACT OF SALE BETWEEN EDWARD AND FILOMENA PUZIO AND
THE TOWNSHI OF MAHWAH DATED NOVEMBER 29, 2023 AND THE ADDENDUM
DATED MARCH 5, 2024 FOR THE PROPERTY KNOWN AS 111 CEDAR HILL AVENUE

1. Wherever a conflict in terms occur between the original contract and this Second Addendum, the language in this Second Addendum shall prevail.

2. For the purposes of clarity, this Addendum is specifically conditioned on the Township being satisfied with the results of its due diligence investigation of all of the aforesaid properties. Moreover, recognizing that the Sellers have advised that they will not contribute any funds towards any due diligence items, such as an environmental clean-up, the Township **reserves all rights to cancel these contracts as a result of its due diligence investigation of all the aforesaid properties. Said due diligence date is extended to August 1, 2024.**

3. **The Township can cancel these contracts without cause or specific environmental clean-up concerns or cost limitations.**

4. The Township represents that it has completed a Phase I analysis for each of the properties and the Township is now proceeding with a Phase II analysis in accordance with its due diligence investigations of the properties.

5. The Township shall have until August 1, 2024 to complete its funding contingency as it will then have an understanding as to the potential costs as a result of its due diligence investigations of the properties. Here to, in the event the Township decides not to proceed, it may in good faith the contract without cause as long as the cancellation is effectuated by August 1, 2024.

6. The Township agrees to permit the Sellers to remain in their residences at 109 and 111 Cedar Hill Avenue for up to three (3) months after closing of title.

7. Providing that the Township proceeds with the Contract, it is expected that the closing will occur on or about October 1, 2024.

8. It is also understood that the Contracts may not be bifurcated. All three properties must be sold together. Accordingly, the Township is not entitled to purchasing one or two of the properties. This is a transaction for all three (3) properties to be sold to the Township.

9. The Township of Mahwah, at its discretion, has the right to assign the terms of the Contract to a third party which assignment would be done by way of novation.

10. Extensions of time as set forth in the Contract shall be extended for good cause.

SIGNED AND AGREED TO BY:
WITNESS:

_____ By: _____
Vincas M. Vyzas, Esq. Josephine Lotito Dated

_____ _____
Vince M. Vyzas, Esq. Edward Puzio Dated

_____
Filomena Puzio Dated

TOWNSHIP OF MAHWAH, Buyer

_____ By: _____
Dated

3a.

MEMORANDUM OF AGREEMENT ADDENDUM

This Addendum to the June 16, 2021 Memorandum of Agreement between the Mahwah Board of Education ("Board") and the Township of Mahwah ("Township") is made this _____ day of _____, 2024.

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

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

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

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

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

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

1. The MOA is hereby extended for one year for the term commencing on July 1, 2024 through June 30, 2025.

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

Year	Salary	Health*	Pension**	Medicare	Workers Comp	Total	BOE Portion	Township Portion
1	$129,135.11	$36,160.74	$48,216.47	$1,872.46	$2,918.45	$218,303.23	$109,151.61	$109,151.61

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

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

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

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

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

Mahwah Board of Education

By: _____
Dr. Michael DeTuro, Superintendent

Date:

Township of Mahwah

By: _____
James J. Wysocki, Mayor

Date:

3b.

THE BERGEN COUNTY IMPROVEMENT AUTHORITY
$22,600,000 COUNTY GUARANTEED LEASE REVENUE BONDS, SERIES 2021
Township of Mahwah Project

LEASE AND AGREEMENT REQUISITION FOR PAYMENT

VIA ELECTRONIC MAIL
Manufacturers and Traders Trust Company
Corporate Trust Administration
99 Wood Avenue South
Iselin, New Jersey 08830

REQUISITION REF. NO. 2021- 32

I, the undersigned Chief Financial Officer of the Township of Mahwah, in the County of Bergen (the "Municipality") DO HEREBY CERTIFY that I am an Authorized Municipal Representative duly designated by the Municipality to execute and deliver this certificate on behalf of the Municipality. I DO HEREBY FURTHER CERTIFY pursuant to and in accordance with the terms of the Lease and Agreement between the Bergen County Improvement Authority (the "Authority") and the Municipality dated as of August 1, 2021 (the "Lease") as follows:

1. This requisition is Requisition Ref. No. 2021-32 (Disbursement from BCIA Mahwah DPW 2021 Project Account number 148951-001.)

2. The name and address of the person, firm or corporation to whom payment is due is: DiGeronimo PC- 650 From Road Suite 275, Paramus, NJ 07652.

3. The amount to be paid to such person, firm or corporation (DiGeronimo PC) is $ 90,932.00.

4. The Project Costs to which this Requisition relates is Township of Mahwah DPW Project.

5. Each obligation, item of cost or expense mentioned herein has been properly incurred, is an item of Cost and is a proper charge against the Project Fund and has not been the basis of any previous withdrawal.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Lease. This requisition is authorized to be executed in counterparts by the parties set forth below.

DATED: _____ **TOWNSHIP OF MAHWAH**

_____
Authorized Municipal Representative
Name: Corinne Hockman
Title: CFO

The undersigned, on behalf of the Bergen County Improvement Authority, hereby acknowledges the above Requisition based on the certifications set forth above.

DATED: _____ **BERGEN COUNTY IMPROVEMENT AUTHORITY**

_____
Authorized Authority Representative
Name: Mauro Raguseo
Title: Executive Director

SCHEDULE A

Check disbursement instructions:

Payee Name: DiGeronimo PC

Address: 650 From Road, Suite 275
Paramus, NJ 07652

Amount: $ $ 90,932.00

Date: May 20, 2024

Wiring Instructions:

Bank name:

Bank ABA:

Payee account number:

Payee account name:

For further credit (if necessary):

Attached Description of Product/Service: see below

DiGeronimo PC **Invoice # 4207** **$90,932.00**

[ATTACH BILLING/PAGES AS NECESSARY]

DiGERONIMO PC

Suzanne DiGeronimo, FAIA | Louis A. DiGeronimo, AIA

Ben Kezmarsky
Business Administrator
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430
Via: Email
bkezmarsky@mahwahtwp.org

Invoice: 4207
Date: 5/7/2024

PROJECT
DiGeronimo Project #2610 Vendor ID #3233
Architectural Services for New DPW Building 100% & Final Design Development and management of Site Work
Purchase Order #2237

Fixed Fee
Architeture Services
Professional Services Contract for New DPW Facility RES 147-22 4/7/22
Construction Documents, Bidding, and Construction Administration Services

PHASE	CONTRACT AMOUNT	PREVIOUSLY BILLED	% OF CONTRACT COMPLETE	AMOUNT DUE THIS INVOICE	BALANCE ON CONTRACT
Phase 1. Management of Site Work	$542,500.00	$542,500.00	100.00%		$0.00
Phase 1. Construction Administration Services	$149,600.00	$0.00	22.22%	$33,244.00	$116,356.00
Concept Plan and Design Report Approved	$250,000.00	$250,000.00	100.00%		$0.00
Design Development (30%)	$128,500.00	$128,500.00	100.00%		$0.00
Design Development (60%)	$128,500.00	$128,500.00	100.00%		$0.00
Design Development (90%)	$128,500.00	$128,500.00	100.00%		$0.00
Design Development (100%)	$128,500.00	$128,500.00	100.00%		$0.00
Final Design In Compliance Regulations	$128,500.00	$128,500.00	100.00%		$0.00
Construction Documents (60%)	$133,875.00	$133,875.00	100.00%		$0.00
Construction Documents (90%)	$133,875.00	$133,875.00	100.00%		$0.00
Modify Construction Documents	$259,600.00	$0.00	22.22%	$57,688.00	$201,912.00
Issued for BID Construction Documents	$133,875.00	$133,875.00	100.00%		$0.00
Bidding Package	$44,625.00	$0.00	0.00%		$44,625.00
Construction Administration	$148,750.00	$0.00	0.00%		$148,750.00
	$2,439,200.00	$1,836,625.00	79.02%	$90,932.00	$511,643.00

Amount Due this Invoice: **$90,932.00**

Summary	
Contract Amount:	$2,439,200.00
Balance not to Exceed:	$2,439,200.00
Previously Billed:	$1,836,625.00
Amount Due this Invoice:	$90,932.00
Balance of Contract:	$511,643.00

Federal ID: 22-3159002

201-634-1100 Voice
201-634-1138 Fax

650 From Road STE 275
Paramus NJ 07652

mail@digeronimo-pc.com
www.digeronimo-pc.com

H2M CELEBRATING 90 YEARS architects + engineers
1250 Route 23 North
Butler, NJ 07405 | tel 973.492.3300
ENGINEERING NJ #24GA28019100

3d.

December 29, 2023

VIA E-MAIL

Mr. Michael J. Kelly, P.E.
Township Engineer
Director – Department of Land Use
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430
E-mail: MKelly@mahwahtwp.org

Re: Proposal for Professional Services
Fardale Ave Culvert Replacement and Related Services
Township of Mahwah, Bergen County, New Jersey
H2M Proposal. No.: LP2-1520

Dear Mr. Kelly:

Per your request, H2M is pleased to present this proposal to the Township of Mahwah. The scope encompasses design, permitting, and bidding services for the replacement of a culvert on Fardale Avenue, and the repaving of Fardale Avenue between West Road and Wyckoff Avenue.

Project Understanding

The Township of Mahwah owns and maintains a culvert on Fardale Avenue, located between Pendleton Road and West Road. This culvert conveys an unnamed tributary of the Ho-Ho-Kus Brook, in a roughly southwesterly flow-path, beneath the Fardale Avenue right-of-way. Based on a December 5, 2023 report prepared by Boswell Engineering, this culvert is in a deteriorated condition, has reached the end of its useful service life, and warrants replacement. Additionally, the culvert exhibits signs of scouring. H2M's proposes project scope will include replacement of the existing culvert with a new precast box culvert with wingwalls. The design will include sizing of the new culvert, including a scour analysis. Bridge hydraulic engineering services will be required to support an NJDEP Flood Hazard Area Permitting effort as well as the bridge hydraulic analysis, necessary to enable H2M's structural and geotechnical engineers to design a bridge foundation in accordance with AASHTO LRFD Bridge Design Specifications.

There are four (4) known drainage system outfalls at the existing culvert. These outfalls will be rebuilt and their headwalls will be incorporated into the culvert as part of the project. A vehicular guiderail is present on the existing eastern approach, but not on the western approach. As part of the project, the guide rail on the eastern approach will be replaced and guide rail will be added to the western approach. Additionally, a high-pressure gas main (property of PSE&G) spanning the unnamed tributary on the upstream side of the culvert, in an aerial pipe crossing format. The gas main is immediately adjacent to the culvert but does not appear to be supported on the culvert. It is assumed that the Township will advise PSE&G of the culvert replacement project, such that PSE&G can coordinate any related protections and/or improvements with the Township's project.

Additionally, we understand that the project will include repaving Fardale Avenue between Wyckoff Avenue and West Road, for a total length of 900 linear feet of roadway. We expect that the roadway improvements will be limited to milling and resurfacing, including replacement of catch basin castings. Since this project is partially funded through grants from the NJDOT, the project design will include preparation of roadway cross sections and will be

submitted to the NJDOT for approval prior to bid. Furthermore, since there are no sidewalks at any of the intersections within the project limits, we assume that ADA-compliant curb ramps are not within the project scope.

A topographic survey of the Fardale Avenue right-of-way between Wyckoff Avenue and West Road and along the unnamed Ho-Ho-Kus Brook tributary 500 feet upstream and 500 feet downstream of the Fardale Avenue culvert will be necessary. The survey will be used for modeling the stream channel and to depict the extent of improvements and the estimated quantities associated with the improvements on each drawing.

Technical comments on the project scope – including an understanding of regulatory scoping and boundary conditions on the work to be completed – are as follows:

- The Fardale Avenue crossing Hohokus Brook Tributary is owned and maintained by the Township of Mahwah (Owner) and its upstream watershed comprised of 275 acres and is therefore, a regulated water and floodplain under NJDEP jurisdiction.
- The existing culvert/bridge is located at the limit of a FEMA 2019 Flood Insurance Study and is in a Zone A designation with some elevations, indicating a detailed study of the tributary may have been performed.
- It is understood through communication with NJDEP that floodplain management regulatory policy is in a transition, and new regulatory guidance is being formed, that will require Flood Hazard Area (FHA) permit applicants to obtain approval of a "no-rise certification" or a Conditional Letter of Map Revision (CLOMR) from FEMA prior to making formal application to NJDEP. **This advisement came with a warning that FEMA processing can take 9 to 12 months.**
- Obtaining an NJDEP FHA permit will require compliance with NJAC 7:13 to the greatest extent practical and can only be applied for after FEMA has either accepted the no-rise certification or issued a CLOMR. It has been our recent experience that NJDEP processing can take 6 months after application is made. Please be advised we anticipate that an alternatives analysis will be required to justify why certain NJAC 7:13 conditions cannot be met due to site constraints.
- The proposed improvements do not include road widening; changes in vertical or horizontal alignment; construction of new sidewalks, curbs, or driveways; changes to existing underground utilities other than at the outfalls as mentioned above; or changes to guide rails except at the culvert as mentioned above.
- Existing curb and edge of pavement elevations will not be changed, to minimize any adverse impact on roadway or private property drainage patterns. Preparation of any cut sheets or any construction stakeout will be included in the work to be bid and performed by the Contractor.
- Hydrologic or hydraulic design of new storm drainage facilities other than the culvert is not included in this Proposal.
- All work will be within the public right-of-way and, therefore, preparation of easements/right-of-way widening are not needed and are not included in the scope of services.
- Fardale Avenue is expected to be closed during construction of various portions of the project. The Mahwah Township Police Department will determine the detour route for the road closure during project design and the detour plan (to be prepared by Mahwah Police) will be submitted to the NJDOT for review.
- We understand that the Township has received two grants from the New Jersey Department of Transportation (NJDOT) to partially fund the project as follows:
    - FY2023 Local Aid Grant in the amount of $157,970 was received in November 2022
    - FY2024 Local Aid Grant in the amount of $207,710 was received in November 2023

- We further understand that a contract awarding the construction of the project must be awarded within two years of receiving the grant. Therefore, the project must be awarded for construction by November 2024.

The project will involve a Land Use Regulation Program (LURP) permit from the New Jersey Department of Environmental Protection (NJDEP) for Flood Hazard Area (FHA) and Freshwater Wetlands (FWW). The FWW permit will be a General Permit (GP). While it is possible that the project may be able to qualify for a FHA GP if the culvert were replaced in kind, the NJDEP review timeframe is the same as for an Individual Permit (IP). If, during permit review, the NJDEP were to determine that the project does not qualify for a FHA GP, there would be delays in the permitting process. Therefore, in consideration of the time constraints of the project, we have based this Proposal on filing for a FHA IP. Additionally, under the premise that a FHA IP will be applied for, the hydraulic design of the culvert will not be limited to the same capacity as the existing. This will allow for the scour analysis to be considered in the culvert sizing and design.

Lastly, there will likely need to be some overlap in the design, permitting, and bidding periods in order to meet the Township's goal of a November 2024 construction contract award. Preparation of the project schedule will be a collaborative effort between all parties during the early stages of the project design. H2M describes its detailed proposed scope of services below.

Scope of Services

H2M will perform the following major activities and tasks for the proposed project:

- Scope of Work
    - Preliminary Engineering – The following efforts will be deployed on an immediate basis, to assist in defining project constraints, and to provide critical technical data to support the detailed design efforts:
        - Basis-of-Design – Desktop Review – H2M will perform a brief review of the constraints used by the Township's third-party consultant, and affirm the preferred alternative of culvert replacement, as opposed to rehabilitation. This review will be limited to desktop analysis.
        - Major Stakeholders Critical Path Coordination – H2M will convene a meeting of major project stakeholders, focused on and routed through the NJDEP Office of Permit Coordination and Project Navigation. The objective and mission of this office is to streamline the permitting process for schedule-critical projects, and provide a setting and hub for the rapid exchange of information among project participants. H2M will additionally invite representatives from the NJDOT Local Aid Grant Program, the FEMA Regional Floodplain Manager. The objective of this meeting will be to establish a consensus on project constraints, schedule targets, and the critical path of tasking necessary to achieve the NJDOT funding cutoff dates. It is important to note that this effort will incorporate voluntary commitments by all involved project stakeholders, and no guarantees can be made regarding the speed of submission review for critical path items. FEMA review is cited as the item of greatest risk in terms of threat to project viability. This preliminary coordination scope item is included as a good-faith effort to honor the schedule constraints associated with the FY2023 NJDOT project-related grant funding.
        - Geotechnical Investigation – Perform a geotechnical investigation of the subsurface soils at the culvert. This will consist of the advancement of up to five (5) soil borings in one day at the site to classify the soils and determine specific design criteria for supporting

the proposed culvert. Borings will be drilled to approximately 15-25 feet below the surface or to rock refusal, using truck-mounted drilling equipment. A report detailing the results of the geotechnical investigation will be prepared for the design of the new culvert and the information will also be incorporated in the Contract Specifications for use by contractors. This proposal is predicated on the proposed culvert being supported by suitable existing soils. Design of specialty foundations (i.e. piles) is not included in this proposal. The soil borings will be backfilled with the drilling spoils upon completion of the subsurface exploration. No further grading or site restoration is included in this proposal.

- Freshwater Wetlands Flagging – Flagging of freshwater wetlands extents (hydric soil, flora and fauna) in the vicinity of anticipated project-related disturbance, sufficient to support administrative and technical completeness for a Freshwater Wetlands General Permit application to NJDEP (see Survey and Permitting scopes, both narrated below).

- Survey – H2M's surveyor will perform the following forms of field data collection:

    - Right-of-Way Survey – Topographic and surface features survey, including existing utilities as visible from the surface, rim and invert for storm and sanitary sewerage, within the right-of-way of Fardale Avenue, from and including its intersections with West Road and Wyckoff Avenue. The survey data will be used to develop base mapping for the preparation of Contract Plans. The survey will include horizontal and vertical control and establish roadway centerline profile with cross-sections for existing conditions. The location of all existing utilities will be based on field mark-out and/or mapping provided by respective utility companies.

    - Stream Corridor Survey – Bathymetric Survey of the channel of the unnamed tributary to the Ho-Ho-Kus Brook, 500 LF upstream and downstream of the existing culvert. Data collection to include stream invert and top and bottom of bank, at 50-foot cross-sections in each direction from the existing culvert.

    - FWW Flag Survey – Surveyor to locate all FWW flags as placed prior by the Certified Wetlands Scientist.

- Hydraulics & Hydrology Analyses – H2M will utilize the services of subject-matter expert Hardesty & Hanover (HH) in the analysis of flow and scour characteristics associated with the stream channel and culvert replacement. The following specific efforts, integrating professional services from both HH and H2M (supervised by H2M's project manager) will be performed on behalf of the Township:

    - HH will estimate the FEMA flood flows and boundary conditions in support of the FEMA no-rise certification or CLOMR process, as well as internal design team coordination for determination of proposed bridge geometrics.

    - Using 3D topographical survey data provided by H2M's design team, H&H will prepare an existing conditions hydraulic model. Additionally, a request for FEMA study will be made ($300 direct expense) for the HEC-RAS model data associated with Ho-Ho-Kus Brook Tributary 1 as shown on the FIRM Panel 34003C0066H. A proposed conditions model will be created based on bridge geometry provided by the Prime and compared with the existing conditions model in support of the FEMA and NJDEP review process.

- HH will estimate the NJDEP regulatory flood flows and boundary conditions in support of the NJDEP FHA Permit process.

- HH will estimate the engineering design flows and resulting scour depth for a proposed structure as required by AASHTO LRFD Bridge Design Specifications and as generally described in FHWA's HDS- 7, Hydraulic Design of Safe Bridges, and provide the hydraulic data table information required by the NJDOT Bridges and Structures Design Manual. H2M will provide geotechnical laboratory data from the site, necessary to estimate ultimate design scour depths.

- Flood profile results and scour depth results will be coordinated with the Prime for permitting and design.

In total, these preliminary engineering analyses and field documentation will allow the detailed design to proceed in a fashion that meets the standard of care for all concerned regulatory agencies, and will allow for a renewal of the Fardale Avenue Culvert as a key infrastructure asset on behalf of the Township. Concurrent with the due diligence effort – and in the interest of schedule economy – H2M will begin preparing preliminary design document preparation. The detailed design will proceed as follows:

- Design – H2M's detailed design effort will proceed based on the following focal points:

  - Fardale Avenue Roadway Re-Surfacing – Milling and re-paving layouts and construction detailing will be produced, mimicking existing horizontal and vertical alignments, and maintaining cover and surface features settings for all existing utilities. Existing storm drainage inlets will be replaced in-kind with new units. Layout content and detailing will be included to satisfy the requirements of BCSCD. Where necessary to do so in support of the resurfacing design effort, reference will be made to NJDOT Roadway Design Manual (Nov. 2001, Rev. Mar. 2003).

  - Fardale Avenue Culvert Replacement – H2M will design a replacement for the existing culvert, to be formatted as reinforced concrete, including culvert barrel of approximate length 30 LF, and influent/effluent headwalls and wingwalls. In addition, new design elements will be created for culvert-supporting bridge abutments and foundation, backfill, guiderails, and surfacing, in accordance with AASHTO LRFD Bridge Design Specifications. Restoration detailing will be included to satisfy the conditions of the anticipated FWW General Permit and FHA Individual Permit. The project will be designed to maintain flow in the unnamed tributary throughout the construction period, via delegation of bypass responsibility to the general contractor. Protection and support of PSE&G's gas main will be designed by PSE&G and incorporated into the project.

  - Supporting Design Content – The following supporting elements will be incorporated into H2M's design materials:

    - Contact the Township Police Department Traffic Bureau to coordinate the proposed road closures and traffic detours. Aerial imagery will be used for preparation of base mapping (i.e. beyond the immediate extents of the project area) to show the extent of the proposed road closures and detours. Sign locations will be shown on the drawings for the Township's and Contractor's use during the construction phase of the project.

- Prepare Contract Plans in accordance with current NJDOT requirements for the proposed work. The Contract Plans will be prepared at a scale of 1" = 30', and will include culvert construction plans, roadway construction plans, roadway profile and cross-sections, construction details, traffic control plan, traffic detour plan, and soil erosion control plan.

- Prepare NJDOT supplementary specifications, contractors' Bid Proposal Form, and Special Conditions for the contract to be included with the Township's "front end" Bid Specifications to constitute the Contract Specifications.

- The Contract Plans and Contract Specifications will constitute the Contract Documents for obtaining contractors' bids/proposals.

- Submit an opinion of the probable cost to construct the work recommended, designed, and specified.

- Permitting – The following permits are anticipated as necessary prior to proceeding to public bid of the proposed improvements:

  - NJDEP Freshwater Wetlands General Permit
  - NJDEP Flood Hazard Area Individual Permit
  - Bergen County Soil Conservation District Plan Certification
  - FEMA No-Rise Certification, or Conditional Letter of Map Revision (CLOMR)
  - Highlands Applicability Determination (HAD) – An application will be submitted to the NJDEP to determine whether the project qualifies for an exemption. We anticipate that the project will be exempt and a Highlands Preservation Area Approval (HPAA) will not be required. Submission of a HPAA application is not included in this Proposal.

- Bid Services – Upon completion of 90% Design, and during the permitting process, the H2M will work with the Township's leadership to initiate the public bidding process for the proposed improvements. H2M anticipates formatting the project for electronic bidding. Specifically, this means advertising the project in local newspapers and regional heavy construction periodicals – but directly interested potential bidders to an electronic (web-based, secure) plan room. In this electronic environment, access to documents will be tracked securely, including all viewing and downloading, which expedites the process of document updates, the transmission of clarifications and addenda, and ensures a 100% transparent public bidding process. H2M will administer same on behalf of the Township. H2M will receive, log, review, and respond to all bid phase RFI's. With the Township's consent, H2M will convene and administer a pre-bid site walk for all interested parties. H2M will either administer or work in support of the Township Clerk for the receipt and opening of hard-copy paper bids, in-person, to be conducted at the Township's municipal building, or other location as designated by Township leadership. Upon opening of the bids, H2M will review the three (3) apparent low bids for mathematical consistency and administrative completeness, and prepare a bid tally and recommendation of award, to be reviewed by municipal counsel prior to final recommendation to mayor and council.

- Deliverables

  - Preliminary Engineering – The following deliverables are proposed for each of the tasks and efforts narrated above:

    - Basis-of-Design Review – Recommended alternative delivered via technical memorandum (anticipated 1-page)

- Major Stakeholders Critical Path Coordination – Meeting minutes, including attendees list, minutes, and action items
- Geotechnical Investigation – Engineer's report, prepared under the supervision of (and signed/sealed by) an experienced geotechnical engineer
- Freshwater Wetlands Flagging – Flags to be placed in the vicinity of anticipated project disturbance by a Certified Wetlands Scientist. FWW flag survey to documented in Survey scope item deliverable (see below)
- Survey – The survey information will be translated into AutoCAD format, and depicted in plan view at 1" = 30' scale, unless necessitated at an alternate scale by design best practices. The survey will bear the signature and seal of Professional Land Surveyor, licensed for practice in the State of New Jersey.
- Hydraulics and Hydrology Analyses – Analytical results will be summarized in an engineer's report, prepared under the supervision of an experience Professional Engineer, licensed for practice in the State of New Jersey.

- Design – Design deliverables will include construction plans mounted on title blocks sized 24" x 36", technical specifications prepared in CSI format, and "front end" contract documents prepared in accordance with NJ Local Public Contracts Law. The design deliverables will be prepared at the following levels of completeness with associated deliverables as follows:
  - 50% Design – Preliminary draft sheet set list, conceptual layouts for road resurfacing, culvert replacement, and bridge re-construction. Standard construction detailing. List of technical specification sections. List of critical equipment. AACE Class 4 cost estimate.
  - 90% Design – Final draft of all design materials, including full layouts for road resurfacing, culvert replacement, and bridge re-construction. Standard and custom construction detailing. Inclusion of standard layouts, details, and annotation for NJDOT standard traffic control measures. Inclusion of plan content, details, and annotation as required by the BCSCD for plan certification. Complete text draft of technical specifications. AACE Class 3 cost estimate.
  - 100% Design – Creation of "Bid Documents": Incorporation of any comments from permit reviewers to 90% Design content. Attachment of NJ LPCL-compliant front end documents. Attachment of permits as appendices to the Bid Documents. AACE Class 2 cost estimate.
- Permitting – For all cited permits, H2M will prepare all applications, forms, reports, and supporting content as necessary to achieve administrative and technical completeness status, against each agency's respective submission standards. It is anticipated that H2M will perform follow up one a biweekly basis with each permitting agency to determine status of review and expedite the receipt, logging, and response to permit-related questions. It is anticipated that Mahwah Township will furnish fee checks as required for all cited permits.
- Bid Services – H2M will prepare and post the bid advertisement with the Star Ledger, Dodge Reports, and other construction periodicals at the direction of the Township. H2M will post the bid documents electronically and manage the review of document views and downloads. For bid phase RFI management, H2M will log and respond to same, with the consent of Township leadership. For the pre-bid site walk, H2M will generate an attendees list, meeting minutes, and

respond if warranted to questions received on-site, via contract clarifications and/or addenda. For the bid opening, H2M will prepare a bid tally and recommendation of award, formatted as a letter to the Director of the Township Land Use Department.

- Scoping Notes and Specific Exclusions – H2M notes the following constraints and boundary conditions associated with its proposed efforts on behalf of the Township:
    - Construction Services – H2M's scope specifically excludes construction phase services. Should the Township require support during the construction, H2M would submit a contract amendment request.
    - Construction Stakeout – H2M's design documents will delegate construction stakeout to the general contractor.
    - Private Property Owner Coordination – H2M anticipates that the Township will perform outreach to private property owners to allow stream corridor survey property access.
    - Limits of Scope for Hydraulics and Hydrology – This professional services fee estimate does not include preparation of the post-construction FEMA Map Revision analysis and documentation (LOMR). If the Regional Floodplain Manager requires this mapping, H2M will perform same via a contract amendment, at the direction of the Township. H&H study beyond the immediate area of the culvert (i.e. upstream into the watershed of the unnamed tributary) are excluded from H2M's proposed scope.
    - Detailed Survey Limits – H2M's survey is limited to the specific extents described above. Boundary data will be imported from tax maps and is specifically excluded from H2M's field scope.
    - NJDOT Funding Coordination – It is anticipated that Mahwah Township will act as primary point of contact for coordination of any project related matters with NJDOT's funding manager.
    - PSE&G Coordination – It is anticipated that, if desired, Mahwah Township will act as primary point of contact with PSE&G, to allow for coordination of any complimentary gas utility improvements concurrent with the replacement of the Fardale Avenue Culvert.
    - Permitting Exclusions – H2M anticipates no requirements for municipal road opening permit (self-exempt), Threatened and Endangered Species permit coordination, State Historic Perservation Office (SHPO) coordination, and anticipates a negative response on the proposed Highlands Applicability Determination (i.e., Highlands regulations are not applicable to the project scope). In the event that any permit requirements not described explicitly above are triggered, H2M would perform same via contract amendment, at the discretion of the Township.
    - Permit and Bid Advertising Fees – H2M anticipates that the Township will furnish such fees.
    - Traffic Control / Detour Review – As owner of Fardale Avenue, H2M anticipates that the Township will review and approve traffic control devices set up by the Contractor during construction.

Fee Proposal and Terms of Service

H2M proposes the following schedule of fees, to support the efforts for the tasks described above:

- Preliminary Engineering $142,400
- Design $89,300

- Permitting $35,200
- Bid Services $9,900

The total proposal is in the amount of $276.800. H2M proposes to deliver these efforts on an immediate basis, expediting all tasks where reasonably possible to do so, in a good faith effort to achieve the schedule goals for project delivery as articulated by Township leadership.

The effort is to be invoiced monthly, on a lump sum, percent complete basis, in accordance with the H2M Standard Terms and Conditions attached hereto.

Any services provided outside the Scope of Services presented in this Proposal will be performed only after receiving explicit permission from the Township and will be billed on the basis of hourly fee rates plus reimbursable expenses in accordance with the Schedule of Billable Hourly Rates and Expenses, as submitted prior to the Township and attached hereto. To authorize the proposed work, please execute the attached Standard Terms & Conditions document and return to our attention for counter-execution.

H2M greatly appreciates the opportunity to continue our service to the Township. Should questions arise during your review of this proposal, the H2M team is available to assist on an immediate basis.

Very truly yours,

H2M Associates, Inc.

Patrick K. Cole, P.E.
Vice President

Alec J. Mittiga, P.E.
Assistant Vice President

Enclosures: ST&C, Hourly Rate Sched.

H2M Standard Terms & Conditions

Client	Township of Mahwah
Site	Fardale Avenue Culvert Replacement and Related Services
Services	Design, permitting, and bid services for the replacement of a culvert and adjacent road resurfacing

Client's Rep.	Michael J. Kelly, P.E.	H2M's Rep.	Patrick K. Cole, P.E.
Phone/E-Mail	201-592-5757 | mkelly@mahwahtwp.org	Phone/E-Mail	862-207-5900 | pcole@h2m.com

1. Applicability of Terms and Conditions.

1.1. Applicable to Scope of Services. The scope of services, pricing and schedules included with H2M's proposal are contingent upon the Client accepting the terms and conditions (**"Standard T&C"**) herein. Any changes hereto which affect H2M's rights, obligations, or risk exposure shall entitle H2M to make appropriate adjustments to its pricing and proposal.

1.2. Applicable to Preliminary Services. These Standard T&C shall also apply to any services H2M performs prior to the Parties executing a written Contract. In such circumstances, Client's direction to H2M to render services shall constitute acceptance of these Standard T&C.

2. Authority of Signers and Parties.

2.1. Authority to Contract. The individuals signing the Contract each warrant that s/he is empowered to sign on behalf of and bind the indicated Party to these Standard T&C and all other components of the Contract.

2.2. Authority for Project. Client warrants that it has any authority and permission required from Owner to engage H2M in the Services concerning the Site, and to grant H2M physical access to the Site as needed to perform the Services.

3. Contractual Obligations

3.1. Designated Representative. Each Party shall designate a "Representative" in writing above. Each Representative shall have the authority to transmit and receive instructions and other information, and to render interpretations and decisions concerning the Project and Contract on behalf of the Party s/he represents. Each Party is entitled to rely on communications from the other Party's Representative as authoritative. Each Representative shall issue decisions, interpretations and communications promptly as to avoid unreasonable delays in delivery of the Services.

3.2. Commencement. H2M is not obligated to commence or continue rendering any Services until both Parties have signed the Contract and Client has paid any required Fee advance specified in the proposal.

3.3. Performance Standards. Each Party shall exercise its rights and perform its obligations in a reasonable and non-negligent manner. H2M shall perform its Services within the Standard of Professional Care. Client shall pay compensation for all Services so rendered. H2M makes nor implies any other warranties or guarantees, herein or otherwise, concerning the Services or the outcome of the Project.

3.4. "Standard of Professional Care" means the standard of care and skill recognized by law to apply to licensed professionals practicing the same profession, under the same circumstances, at the same time and location, as the Services rendered by H2M. Nothing in any part of the Contract is intended, nor shall anything be so interpreted as, to elevate the Standard of Professional Care beyond the definition included here.

3.5. Document Ownership. All information (including but not limited to drawings and specifications) developed by H2M are instruments of service only, and not products produced for sale nor works made for hire. H2M reserves all of its copyright, ownership and other rights with respect to such information. Client shall not modify and shall not apply such information outside of the Project or for any purposes other than that for which it was created. Client shall defend and indemnify H2M against any claims, liabilities and costs associated with such unauthorized treatment of the information. Client may reuse the information for authorized purposes only with advance written consent from H2M that details the scope of, additional compensation for, and appropriate protections associated with such reuse.

3.6. Site Access. Client guarantees full and free H2M access to the Site and shall cooperate with H2M in gaining access to any other real property required for the performance of the Services.

3.7. Preliminary Information. Client shall provide to H2M in writing any pertinent information it possesses that might affect the Project requirements (including but not limited to design objectives and constraints, budgetary limitations, surveys, related reports and studies, environmental, geotechnical, and soil data, preliminary designs, etc.). H2M is entitled to rely on the accuracy of all information that the Client provides. H2M shall not be required to verify any such information, unless such task and information is specifically listed in the Scope of Services.

3.8. Hazardous Materials. Client warrants that to the best of its knowledge there are no constituents of concern on or adjacent to the Site, other than those previously disclosed in writing to H2M. Nothing in this Contract shall be interpreted to give H2M responsibility for the current existence or introduction (including by, but not limited to, dispersal, discharge, escape, release, or saturation, either sudden or gradual) to the Site of any hazardous materials (including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases) by anyone other than H2M. Client shall therefore hold H2M harmless as to all such matters.

3.9. Claims Assistance. H2M shall be entitled to hourly compensation as Additional Services for all time spent analyzing, preparing, testifying, and otherwise assisting Client to pursue or defend claims and disputes to which H2M is not a named plaintiff or defendant.

4. Payment Terms

4.1. Fees. The "**Fees**" are the component of compensation to be paid by Client to H2M for its effort in providing the Services. The Fees pertaining to this Contract, are set forth in the proposal, and any Amendments to the Contract. Additional services, when required will be invoiced at hourly rates of compensation or a negotiated lump sum, plus reimbursable expenses.

4.2. Reimbursable Expenses. The "**Expenses**" are the costs H2M incurs in rendering the Services which are to be reimbursed by Client. Expenses authorized by this Contract include but are not limited to:

4.2.1. Transportation, lodging and subsistence incidental to the project, courier charges, reproduction, renderings or models, specialty field equipment and fees paid for securing approval of authorities having jurisdiction over the project;

4.2.2. Sub-contractor expenses, plus a ten (10) percent mark-up to compensate H2M for its handling and administration costs;

4.2.2. Any other expenses set forth in the proposal.

4.3. Taxes. The amount of any sales, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority shall be paid by Client in addition to the Fees and Expenses.

4.4. Invoices. H2M shall provide invoices to Client for all Fees and Expenses due under this Contract. Payment of invoices shall not be contingent upon the action of any third party. Client shall pay each invoice within thirty (30) days of the invoice date.

4.5. Interest on Past Due Amounts. Invoices, Fees, and Expenses will be past due as of the thirty first (31st) day following the date of the invoice. All past due amounts shall accrue interest at the maximum rate permissible by law until the date upon which they are finally paid.

4.6. Required Fee Advance. As security against the risks and costs of mobilizing to commence performing the Services, H2M may require a Fee advance. Any such Fee advance will be specified in the proposal. The fee advance will be deposited upon receipt and booked as an outstanding credit against accounts receivable from the Client. The Fee advance will be applied to Client's final invoice.

5. Project Risk Management

5.1. Mutual Waiver. Except as otherwise specifically provided for in these T&C, neither Party shall hold the other responsible for any consequential damages, nor any damages other than direct damages.

5.2. Mutual Indemnification. Subject to the applicable concepts of contributory and comparative fault, and in addition to any other compensation provided by law or this Contract, each Party shall indemnify the other Party's **"Indemnitees"** (the Party, its owners, directors, officers, employees and volunteers) against third-party claims and liabilities (including the reasonable costs of defending such claims) for death, bodily-injury, and property damage, but only to the extent such have been caused by the negligence of the indemnifying Party (including its owners, directors, officers, employees, volunteers, and those contractors for whom it is legally responsible), and not to the extent such are caused by any other means (including but not limited to the negligence of the Indemnitees themselves).

5.3. Insurance Coverage. H2M shall maintain the following insurance coverage while performing the Services. Upon request, H2M will provide a Certificate of Insurance to Client as Certificate Holder reflecting such coverage.

5.3.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

5.3.2. Employers' Liability coverage with policy limits not less than one million dollars ($1,000,000) each accident, one million dollars ($1,000,000) each employee, and one million dollars ($1,000,000) policy limit.

5.3.3. Automobile Liability coverage for H2M owned and non-owned vehicles utilized in performance of its Contract obligations, meeting statutorily required coverage, and with policy limits not less than one million dollars ($1,000,000) each accident for bodily injury, death of any person and property damage.

5.3.4. Commercial General Liability coverage with policy limits of not less than one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) in the aggregate for bodily injury and property damage.

5.3.5. Professional Liability coverage for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate.

5.3.6. Pollution Liability coverage with policy limits of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate, whenever such would apply to H2M's Services.

5.4. Additional Insured Coverage. Client shall be covered as Additional Insured under the terms of H2M's Commercial General Liability policy.

5.5. LIMITATION OF H2M LIABILITY. H2M's AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM AND/OR RELATED TO THIS CONTRACT, THE SERVICES, THE PROJECT, AND/OR THE SITE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT OF FEES PAID UNDER THIS CONTRACT OR FIFTY THOUSAND DOLLARS ($50,000.00).

6. Dispute Resolution

6.1. Notice of Claim or Dispute. An aggrieved Party shall give the other Party written notice of any claim or dispute arising from the Project, the Services, or this Contract. The Parties shall endeavor in good faith to resolve such matters fairly and amicably through negotiation. If the matter has not been resolved by negotiation within thirty (30) days of receipt of such written notice, either Party may demand mediation of the matter.

6.2. Mediation. Unless the Parties agree to other rules, any mediation shall be conducted under the auspices of the American Arbitration Association (AAA), pursuant to its Construction industry mediation rules. Each Party shall bear its own mediation costs (except as specified in the rules, and except that the AAA fees, mediator fees, and if agreed the venue fees, shall all be borne equally by the Parties). Except as otherwise specifically permitted herein, a prospective plaintiff Party may not file an action before giving the other Party ten (10) day's written notice and opportunity to demand mediation. Such notice, and a good faith effort in any mediation timely demanded, shall be a condition precedent to the prospective plaintiff Party commencing litigation.

6.3. Waiver of Jury Trial. The Parties hereby waive any and all rights to a trial by jury in any litigation pertaining to the Services or this Contract.

6.4. Certificate of Merit. As a condition precedent to filing any pleading containing a cause of action based on professional liability, Client must include a sworn Certificate of Merit from a similarly licensed professional explaining the applicable Standard of Professional Care and alleging the specific acts or omissions by which H2M violated the Standard.

6.5. Suspension of Services. Upon ten (10) days written notice, H2M may suspend delivery of the Services until any past due invoice is paid. Client shall hold H2M harmless for the impact of any such suspension.

6.6. Collection Efforts. Upon ten (10) days additional written notice, H2M may refer any past due invoice to inside or outside counsel for collection. H2M is entitled to reimbursement by Client for the time and cost involved in such collection efforts.

6.7. Liquidated Damages. Since the actual costs that H2M will suffer in such collection efforts is difficult to ascertain, the Parties agree that Client will pay H2M the following amounts as liquidated damages for such costs: two hundred dollars ($200.00) when H2M refers a past due invoice for collection; plus either an additional six hundred dollars ($600.00) when a collection action is filed in small claims court, or an additional two thousand dollars ($2,000.00) when a collection action is filed in any other court. These liquidated damages are H2M's only remedy to recover such costs of collection.

6.8. Payment Disputes. H2M's collection efforts are not subject to the mediation requirements set forth above. In disputing any invoice, Client shall adhere to the Mediation and Certificate of Merit requirements set forth above.

6.9. Project Suspension. Upon seven (7) days' written notice to H2M, Client may suspend the Project for any reason. If the aggregate number of Project suspension days exceeds sixty (60) days, such will constitute cause for termination.

6.10. Termination. Either Party may terminate this Contract for cause if the other Party substantially fails to perform its obligations or otherwise breaches a material term of this Contract. Such termination will only be effective upon seven (7) days' written notice and opportunity to cure. This Contract may also be terminated by the Client without cause by providing H2M thirty (30) days written notice. If this Contract is terminated H2M shall be entitled to invoice and to be paid for any Services performed prior to the termination. Notwithstanding any other provisions of the Contract, if H2M terminates this Contract for cause, in addition to any direct damages for breach of contract, it shall be entitled to recover from Client any expenses demonstrably attributable to termination

7. Definitions (*additional definitions indicated by quotes in context*).

7.1. "Client" means the person/entity for which H2M is obliged to perform the Scope of Services set forth in the Contract (and/or for which H2M performs services described in 1.2. above). Client and H2M are each individually a "**Party**" and are collectively the "**Parties**" to the Contract.

7.2. "H2M" means the entity appropriately authorized to offer and render the services contained in the proposal and Contract. Specifically H2M Associates, Inc.; H2M Architects & Engineers, Inc.; or H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. (d/b/a H2M architects + engineers), as appropriate. No proposal is intended as, and none should be interpreted to be, an offer to provide any services in any location where H2M is not authorized to provide such services.

7.3. "Contract" means the written agreement by which H2M is obligated to perform services for the Client, and includes all components specified in the proposal or otherwise incorporated by written reference.

7.4. "Services" means those services H2M is required by the Contract to perform for the Client, as such are reflected in the agreed **"Scope of Services"** set forth in the proposal and any amendments thereto agreed by the Parties in writing.

7.5. "Project" means the Client's overall endeavor at the Site, of which H2M's Scope of Services is a component.

7.6. "Site" means the real property to which the Project pertains, or where components of the Project are being built or disposed.

7.7. "Owner" means the owner(s) of the Site, whether or not such owner is also the Client.

7.8. "Contractor" means any person or entity (including the employees and subcontractors at every level thereof), other than H2M (including H2M's own employees and subconsultants), that provides materials and/or services for the Client relating to the Project or the Site. Any licensed professional or firm engaged by a Contractor, or by the Client directly (rather than as a subconsultant to H2M) is also a Contractor.

7.9. "Contractor Activity" means every activity performed by a Contractor that is in any way related to furthering the Project or otherwise performed on the Site, regardless of whether such activity is required by contract. Contractor Activity also includes a Contractor's failure to perform any activity required by law or contract.

8. General Terms

8.1. Headings. Paragraph numbering and headings are for navigational purposes only and shall be given no weight in construing the terms and conditions of this Contract.

8.2. Integration. This Contract, the components of which are specified in the proposal, represents the entire and integrated agreement between Client and H2M. This Contract supersedes all prior representations, negotiations, and agreements, written or otherwise. In the event of any conflict between other Contract terms and these T&C, these T&C shall govern, unless the conflicting term specifically states that it is superior in precedence to this these T&C.

8.3. Severability. If any term or condition in this Contract is found to be unenforceable, the enforceable remainder shall be valid and binding upon the Parties. No waiver of any term or condition shall be construed to be a waiver of any subsequent breach.

8.4. Amendment. Any modification or addition to this Contract shall not be enforceable unless agreed upon in writing.

8.5. Delegation. Any delegation of a Party's right or obligation under this Contract shall be void unless made pursuant to advance written consent from the other Party.

8.6. Force Majeure. Neither Party shall be responsible for damages or delay caused by extraordinary events that are beyond its reasonable control and due care (as nonexclusive examples, war, terrorism, and natural disasters).

8.7. Choice of Law. The Standard of Professional Care applicable to the Services shall be supplied by the law of the state in which the Site is located. The remainder of this Contract shall be governed by the laws of the State of New York when the Site is located in New York, or by the laws of the State of New Jersey for all other Projects.

8.8. Choice of Forum. The Parties agree that the courts of New York State shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site in New York State, and consent to the jurisdiction of said courts. Any New York litigation arising under or related to this Contract shall be filed in a court located in Nassau County, New York, or any New York county in which H2M maintains a permanent office at the time such litigation is commenced. The Parties agree that the courts of New Jersey shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site outside New York State, and consent to the jurisdiction of said courts. Any non-New York litigation arising under or related to this Contract shall be filed in a court located in Morris County, New Jersey, or any New Jersey county in which H2M maintains a permanent office at the time such litigation is commenced.

9. Construction-Related Terms

9.1. Construction and Site Safety. Client represents that it is the Owner of the Site, or has the Owner's permission to control the Site. Nothing in this Contract or otherwise shall be interpreted to give H2M responsibility for safety upon the Site, nor for any means, methods, techniques, sequences, or procedures used, or failed to be used, in any Contractor Activity or other activity on the Project or Site (including, but not limited to shoring, bracing, scaffolding, underpinning, excavating, temporary retaining, erecting, staging, etc.). H2M employees shall comply with Site safety programs, when applicable.

9.2. Contractor's Insurance. Client is responsible for determining and demanding Contractor insurance that sufficiently protects Client. Additionally, to protect H2M, the Client shall cause any Contractor to procure, prior to commencing any Contractor Activity, at least the following insurance coverage, which must remain in force during all such activity and its associated guarantee:

9.2.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

9.2.2. Employers' Liability coverage with policy limits not less than one million dollars ($1,000,000) each accident, one million dollars ($1,000,000) each employee, and one million dollars ($1,000,000) policy limit.

9.2.3. Automobile Liability coverage for Contractor owned and non-owned vehicles utilized in performance of the Contract Activity, meeting statutorily required coverage, and with policy limits not less than one million dollars ($1,000,000) each accident for bodily injury, death of any person and property damage.

9.2.4. Commercial General Liability coverage with policy limits of not less than one million dollars ($1,000,000) each occurrence and three million dollars ($3,000,000) in the aggregate for bodily injury and property damage, and which includes the following features:

9.2.4.a. Explosion, Collapse and Underground coverage, whenever such would apply to the Contractor Activity;

9.2.4.b. Pollution Liability coverage, whenever such would apply to the Contractor Activity;

9.2.4.c. Contractual Liability coverage sufficient to insure the indemnity required by 7.4. below; and

9.2.4.d. Additional Insured coverage for H2M, by endorsement using ISO Form CG 20 32 04 13, specifying each of the entities listed in 3.2. above, as well as all of their directors, officers and employees.

9.2.5. Professional Liability coverage, whenever such would apply to the Contractor Activity, for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate.

9.3. Contractor's Indemnity. Client shall require each of its Contractors to agree, via a written contract executed prior to commencing any Contractor Activity, to defend and indemnify the Client and the **"H2M Indemnitees"** (including each of the entities listed in 3.2. above, as well as all of their directors, officers, employees, consultants and agents) against all claims, liabilities and costs arising, or alleged to arise, from the negligence of the Contractor (including its owners, directors, employees, contractors and any others for whom the Contractor is legally responsible) in its Contractor Activity or any of its other activities concerning the Project or Site. This obligation does not apply to such claims, liabilities and costs that are caused by the sole negligence of the H2M Indemnitee itself.

9.4. Cost Opinions. Any opinion of cost that H2M prepares is merely an estimate supplied for the Client's general guidance. H2M has no control over variations in market conditions, suppliers' or contractors' bidding strategies, nor the impacts that these and other variables have on the actual cost of labor and materials. Therefore, H2M cannot guarantee the level of accuracy of any such estimates. If greater accuracy is required, the Client shall separately engage an independent cost estimator.

9.5. Bid Process. If H2M is to participate in Contractor bid process, Client shall provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto. The Client shall hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs including application and permit fees incident thereto.

9.6. Construction Observation Services. If the Services include H2M providing construction observation services, H2M shall provide such services over a period defined in, and on a frequency defined in the proposal. Regardless of the required frequency, H2M shall observe the Contractors' work only for general conformance with the plans and specifications. Such Services do not include any obligation to review any Contractors' construction means, methods, techniques, sequences or procedures, or any safety precautions and programs in connection with the Project or Site. H2M is not responsible for any Contractors' failure to carry out its work in accordance with the construction contracts. If the construction schedule is extended for any reason (except due to H2M's own negligence) H2M shall be entitled to payment for its extended effort as additional services pursuant to 4.1. above, regardless of whether Client seeks reimbursement from the responsible party.

Accepted and Agreed

Client	Township of Mahwah	H2M	**H2M Associates, Inc.**
Signature		Signature	
By: Name		By: Name	Patrick K. Cole, P.E.
Title		Title	Vice President
Date		Date	12-29-2023

H2M architects + engineers
CELEBRATING 90 YEARS
119 Cherry Hill Road, Ste 110
Parsippany, NJ 07054 | tel 862.207.5900

ARCHITECTURE NJ #21AC00040200
ENGINEERING NJ #24GA2802550

SCHEDULE OF BILLABLE RATES AND REIMBURSABLE EXPENSES

Title	Hourly Rate
Principal	$ 250.00
Practice Leader	$ 225.00
Senior Project Manger	$ 195.00
Project Manager	$ 175.00
Senior Project Engineer / Architect / Scientist	$ 155.00
Project Engineer / Architect / Scientist	$ 135.00
Staff Engineer / Architect / Scientist	$ 115.00

Expense Category	Rates
Sub-Consultant Services	Cost + 10%
Document Reproduction - Large Format (24" x 36" BW)	$2 / sheet
Document Reproduction - Large Format (24" x 36" Color)	$10 / sheet
Drone + Pilot (per diem rate)	$ 2,500.00
Submersible / Disinfected ROV + Pilot (per diem rate)	$ 2,500.00
Vehicular Mileage (IRS Reimbursable Rate, adjusted ann.)	$ 0.66

4a.1

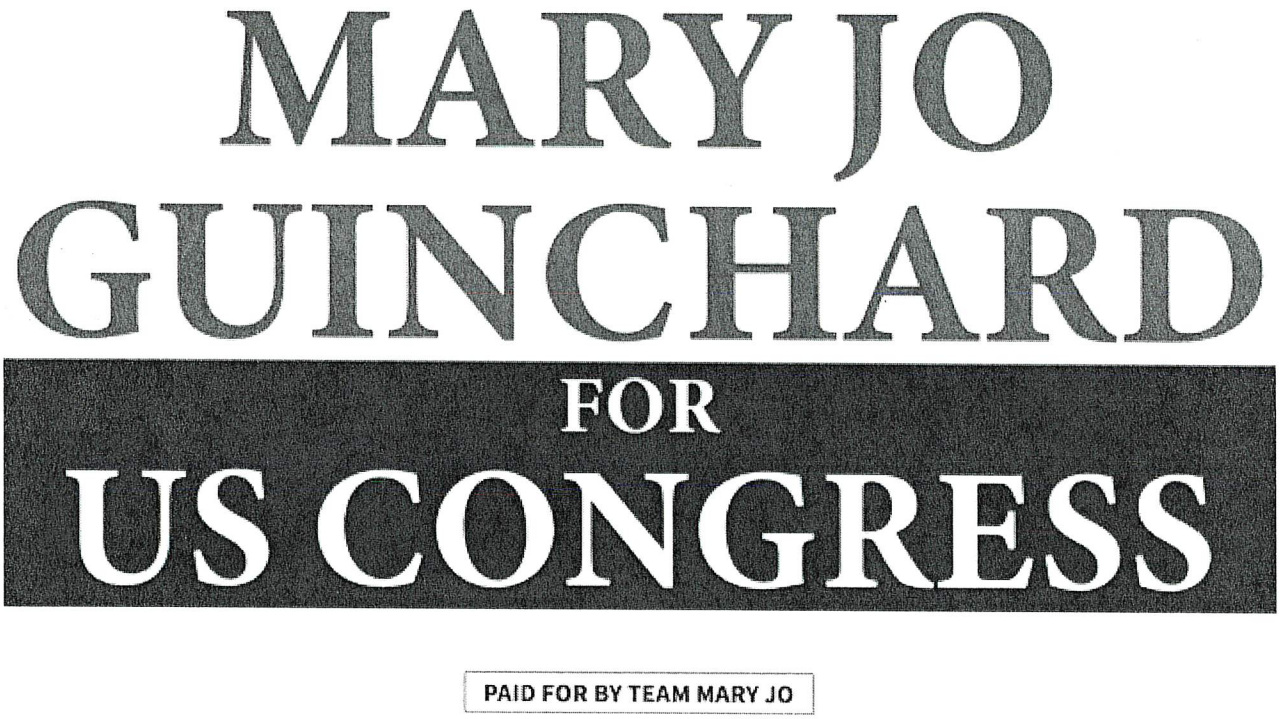
Carolyn George

From: Michael Schnoll [redacted]
Sent: Friday, May 10, 2024 3:22 PM
To: Carolyn George
Subject: Lawn sign request

Dear Carolyn,

I am requesting to put place 15 signs on public right of ways in the Township of Mahwah for NJ-5 congressional candidate Mary Jo Guinchard in advance of the June 4 primary election. The signs are 16 inches high by 26 inches wide. They will be removed within five days of the primary election.

The image of the sign is attached:



Thank you,

Michael Schnoll

MARY JO GUINCHARD

FOR

US CONGRESS

PAID FOR BY TEAM MARY JO

4a.2

Carolyn George

From: Michael Schnoll [redacted]
Sent: Tuesday, May 14, 2024 8:00 AM
To: Carolyn George
Subject: Lawn sign request #2
Attachments: IMG_6070.HEIC

Dear Carolyn,

I am requesting to put out 50 signs on public right of ways in the Township of Mahwah for US Senate candidate Christine Serrano Glassner in advance of the June 4 primary election. They will be removed within five days of the primary election.

The image of the sign is attached:

Sincerely,

Michael Schnoll


Christine
SERRANO GLASSNER
FOR U.S. SENATE
★THE PRO-TRUMP CONSERVATIVE★
PAID FOR BY CHRISTINE SERRANO GLASSNER FOR US SENATE

46.1

ASSOCIATION #	COMPANY #	LINE #
FOR STATE OFFICE USE ONLY		

New Jersey State Firefighter's Association Application for Membership

Form 100 – REV 9/23

Date 5/13/24

Relief Association Name | Assoc. Number | Municipality | County

Fire Company Name | Fire Department Name

Applicant Name: Christopher L. Hughes
First | Middle Initial | Last | Suffix

Home Address: 2 Matthew Place, Mahwah, 07430, 25
Street | Municipality | Zip Code | # of years

Date of Birth [redacted] Birth Place [redacted]

Applicant Phone Number [redacted] Applicant Email Address [redacted] (REQUIRED)

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

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

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

Signature of Applicant (witnessed by a Notary Public): Christopher L. Hughes

State of New Jersey, County of Bergen

On 5/13, 2024 before me, Jodie H Meyer Notary Public in and for said county, personally appeared Christopher L. Hughes (signer) who has satisfactorily identified himself/herself as the signer to the above referenced document.

My Commission Expires: _____

Jodie H Meyer
Notary Public Signature

JODIE H MEYER
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2169344
MY COMMISSION EXPIRES SEPT. 23, 2024

Signature of Relief Association Secretary

Signature of Chief of Department

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

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

Signature of Municipal Clerk/Board of Fire Commissioners: _____

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

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

Form 100 – REV 9/23

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

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

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

Please Print

Name Christopher (First) L. (Middle Initial) Hughes (Last) Male (Sex)

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

Date Examined 03/07/2024 Examined at VMG 140 Franklin Tpke Ste 6A Waldwick, NJ. 07463

Address of office

201-447-3603 Nico Ferreras

Examiner's Phone # Print Examiner's Name Signature of Examiner

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

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

1134745094 Nico Ferreras

NPI Number Print Physician's Name

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

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

Local Relief Secretary Name Address Zip code

Leslie Wen

From: Mahwah Fire <mahwahfirechief@gmail.com>
Sent: Friday, May 3, 2024 12:44 PM
To: Leslie Wen; Carolyn George
Subject: Fwd: background

Background for Chris Hughes.

Cord

Begin forwarded message:

> **From:** Timothy Letavish <TLetavish@mahwahpd.org>
> **Date:** May 2, 2024 at 21:05:38 EDT
> **To:** Mahwah Fire <mahwahfirechief@gmail.com>
> **Subject: RE: background**

4b.2

ASSOCIATION #	COMPANY #	LINE #
FOR STATE OFFICE USE ONLY		

New Jersey State Firefighter's Association Application for Membership

Form 100 – REV 9/23

Date 5/13/24

Relief Association Name | Assoc. Number | Municipality | County

MAHWAH FIRE CO #4

Fire Company Name | Fire Department Name

Applicant Name: JOHN (First) P (Middle Initial) HUGHES (Last) III (Suffix)

Home Address: 2 MATTHEW PLACE (Street) MAHWAH (Municipality) 07430 (Zip Code) 27 (# of years)

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

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

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

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

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

Signature of Applicant (witnessed by a Notary Public): John P Hughes

State of New Jersey, County of Bergen

On 5/13, 2024 before me, Jodie H. Meyer, Notary Public in and for said county, personally appeared John P. Hughes III (signer) who has satisfactorily identified himself/herself as the signer to the above referenced document.

JODIE H MEYER
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2169344
My Commission Expires
MY COMMISSION EXPIRES SEPT. 23, 2024

Jodie H Meyer
Notary Public Signature

Signature of Relief Association Secretary

Signature of Chief of Department

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

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

Signature of Municipal Clerk/Board of Fire Commissioners: _____

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

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

Form 100 – REV 9/23

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

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

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

Please Print

Name John (First) P. (Middle Initial) Hughes (Last) Male (Sex)

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

Date Examined 02/15/24 Examined at Valley Medical Group 140 Franklinville NJ 08463 (Address of office)

201-447-3603 (Examiner's Phone #) Nico Ferreras (Print Examiner's Name) (Signature of Examiner)

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

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

1134745094 (NPI Number) Nico Ferreras (Print Physician's Name)

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

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

Local Relief Secretary Name | Address | Zip code

Leslie Wen

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Mahwah Fire <mahwahfirechief@gmail.com>
Date: 5/2/24 7:20 PM (GMT-05:00)
To: Timothy Letavish <TLetavish@mahwahpd.org>
Subject: Re: background

[redacted]

Cord

> On May 2, 2024, at 11:32, Timothy Letavish <TLetavish@mahwahpd.org> wrote:
>
> John Hughes is all set.
>
> **From:** Mahwah Fire <mahwahfirechief@gmail.com>
> **Sent:** Thursday, April 4, 2024 5:00 PM
> **To:** Timothy Letavish <TLetavish@mahwahpd.org>
> **Subject:** Re: background

4b.3

ASSOCIATION #	COMPANY #	LINE #
FOR STATE OFFICE USE ONLY		

New Jersey State Firefighter's Association Application for Membership

Form 100 – REV 9/23

Date 02/08/2024

Relief Association Name _____ Assoc. Number _____ Municipality MAHWAH County BERGEN

Fire Company Name MAHWAH COMPANY 4 Fire Department Name MAHWAH FIRE DEPARTMENT

Applicant Name LORENZO (First) PALOMBO (Last) – (Suffix)

Home Address 5 JAMES BRITE CIRCLE (Street) MAHWAH (Municipality) 07430 (Zip Code) 50 (# of years)

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

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

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

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

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

Signature of Applicant (witnessed by a Notary Public): _____

DANIEL CHIN
Notary Public - State of New [illegible]
My Commission Expires May 29, [illegible]

State of New Jersey, County of NJ

On Feb 13, 2024 before me, Daniel Chin, Notary Public in and for said county, personally appeared _____, (signer) who has satisfactorily identified himself/herself as the signer to the above referenced document.

My Commission Expires: 5-29-25 _____ Notary Public Signature

_____ Signature of Relief Association Secretary

Carl Meyer Signature of Chief of Department

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

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

Signature of Municipal Clerk/Board of Fire Commissioners: _____

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

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

Form 100 – REV 9/23

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

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

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

Please Print

Name Lorenzo Palombo

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

Date Examined 02-10-2024 Examined at One West Ridgewood Avenue Suite 203 Paramus, NJ 07652

Address of office

201-444-5807 S. Focella, MD

Examiner's Phone # Print Examiner's Name Signature of Examiner

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

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

NPI Number Print Physician's Name

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

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

Local Relief Secretary Name Address Zip code

Leslie Wen

From: Mahwah Fire <mahwahfirechief@gmail.com>
Sent: Friday, May 3, 2024 12:42 PM
To: Carolyn George; Leslie Wen
Subject: Fwd: APPLICANT

Background check for Lorenzo

Cord

Begin forwarded message:

> **From:** Christopher Fasulo <CFasulo@mahwahpd.org>
> **Date:** May 3, 2024 at 12:04:10 EDT
> **To:** MahwahFireChief@gmail.com
> **Subject: APPLICANT**
>
> LORENZO PALOMBO was in today for prints. All clear
>
> ***Detective Christopher Fasulo #1134***
> ***Township of Mahwah Police Department***
> ***Investigative Bureau***
> ***(201) 831-2022 (Desk)***
> ***(201) 529-0240 (Fax)***
> ***cfasulo@mahwahpd.org***

The information contained in this communication including any attachments is from the Mahwah Police Department and should be considered privileged and confidential. It is intended only for the sole use of the designated persons or entities named as addressees. If you are not an intended recipient of this e-mail, any further review, dissemination, distribution, copying, or use of the information contained herein is strictly prohibited. If you have received this communication in error, please immediately notify the Mahwah Police Department at (201) 529-1000 to arrange for the return of this information.

CO#4

4b.4

ASSOCIATION #	COMPANY #	LINE #
FOR STATE OFFICE USE ONLY		

New Jersey State Firefighter's Association Application for Membership

Form 100 – REV 9/23

Date _____

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

MAHWAH FIRE CO#4

Fire Company Name _____ Fire Department Name _____

Applicant Name: Michael (First) A (Middle Initial) Cionegoli (Last) _____ (Suffix)

Home Address: 46 glen gray road (Street) Mahwah (Municipality) NJ (Zip Code) 18 (# of years)

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

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

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

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

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

Signature of Applicant (witnessed by a Notary Public): _____

State of New Jersey, County of Bergen

On April 23, 2024 before me, Alexandra Bickel, Notary Public in and for said county, personally appeared Michael Cionegoli, (signer) who has satisfactorily ~~identified himself/herself as the signer to the above~~ referenced document.

My Commission Expires: 11/21/24 _____ Notary Public Signature

ALEXANDRA BICKEL
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 21, 2024

_____ Signature of Relief Association Secretary

_____ Signature of Chief of Department

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

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

Signature of Municipal Clerk/Board of Fire Commissioners: _____

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

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

Form 100 – REV 9/23

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

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

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

Please Print

Name Michael A. Cionaoli M

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

Date Examined 11/10/2023 Examined at 870 Palisades ave Teaneck NJ 07666
Address of office

201-591-2775 Examiner's Phone # | Virginia Azzariti, CPNP Print Examiner's Name | Virginia Azzariti CPNP Signature of Examiner

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

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

1831137918 NPI Number | Dora I. Soldan, MD Print Physician's Name

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

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

Local Relief Secretary Name | Address | Zip code

Optum
870 Palisade Avenue
Suite 201
Teaneck, NJ 07666
Tel: 201-591-2775 * Fax: 201-591-5199

Carolyn George

From: Mahwah Fire <mahwahfirechief@gmail.com>
Sent: Tuesday, May 7, 2024 4:45 PM
To: Carolyn George; Leslie Wen
Subject: Fwd: APPLICANT

New Application for Co4

Cord

Begin forwarded message:

> **From:** Christopher Fasulo <CFasulo@mahwahpd.org>
> **Date:** April 29, 2024 at 09:20:25 EDT
> **To:** MahwahFireChief@gmail.com
> **Subject: APPLICANT**
>
> MICHAEL A. CIONGOLI was in for fingerprints today. No criminal history
>
> ***Detective Christopher Fasulo #1134***
> ***Township of Mahwah Police Department***
> ***Investigative Bureau***
> ***(201) 831-2022 (Desk)***
> ***(201) 529-0240 (Fax)***
> ***cfasulo@mahwahpd.org***

The information contained in this communication including any attachments is from the Mahwah Police Department and should be considered privileged and confidential. It is intended only for the sole use of the designated persons or entities named as addressees. If you are not an intended recipient of this e-mail, any further review, dissemination, distribution, copying, or use of the information contained herein is strictly prohibited. If you have received this communication in error, please immediately notify the Mahwah Police Department at (201) 529-1000 to arrange for the return of this information.

4C.

Mahwah Fire Department Jr. Firefighter Membership Application

Company # 4 Date: 5/6/2024

Name James (First) D (Initial) Veneck (Last)

Present Address 14 (Number) Mohawk trail (Street) Mahwah (Town) 07430 (Zip Code)

For [redacted] Years Name of School [redacted] Grade [redacted]

Birth Dat[redacted] SS# [redacted] Home Phone No. [redacted]

Have you ever been found guilty of or pleaded guilty to a criminal offense or are there any pending criminal charges against you? no

If so, explain on an attached sheet the nature, date and disposition of the charges.

Parent or Guardian's Name Isabella Sciaino

Parent or Guardian's Address 14 Mohawk Trail Mahwah, NJ 07430

State of New Jersey County of Passaic. ss:

James D Veneck & Isabella Sciaino

James D. Veneck & Isabella Sciaino being duly sworn, doth depose and says that the above statements are true to the best of their knowledge and belief,

Sworn to me this 6 day of May, 2024

Signature of Notary

ASHOK K GHOSH
Notary Public - State of New Jersey
Commission # 2331520
My Comm. Expires 7/15/2025

Municipal Approval

We hereby certify that this applicant was admitted to active membership in the department and has been approved by the governing body of the Township of Mahwah on the ____ day of _____, 199___.

Signature of Municipal Clerk

Signature of Chief - Fire Department

Junior Firefighter application must accompany a physical examination, a consent and release form and a medical waiver.

Physical Test Record

To Be Filled Out By a Physician Licensed In The State Of N.J. And Returned to the Battalion Chief in the Company of the Mahwah Fire Department The Individual Is Applying. All Sections Must Be Properly Filled Out or The Application Will Be Returned.
Please Print

Name James _____ Veneck _____
First Initial Last Sex

I Certify that as a Practicing Physician in the State of N.J., The Applicant is Free From any Acute or Chronic Disease and Has No Physical Defects That would hinder His/Her Ability to Perform the Duties of a Firefighter.

Date Examined 8/31/2023 Examined At VALLEY MEDICAL GROUP
140 FRANKLIN TURNPIKE
WALDWICK, NJ 07463
Address of Office (P) 201-447-3603 • (F) 201-447-5184

Physician's Phone Number

Michael Williams Healy, MD
Print Physician's Name

Signature of Physician

4d.

LICENSE AGREEMENT

THIS AGREEMENT is made on _____, 2024 by and between:

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

("Licensor" or "Township")

and:
ALLISON WOLFSON & MATTHEW WOLFSON
70 Peterson Place
Mahwah, New Jersey 07430

("Licensees" or "Owners")

WITNESSETH:

WHEREAS, ALLISON WOLFSON AND MATTHEW WOLFSON are the owners of property located at 70 Peterson Place, Mahwah, New Jersey, designated as Block 139, Lot 50.05 on the Township of Mahwah Tax Maps (the "Property") and as further depicted in a survey attached hereto as Exhibit A; and

WHEREAS, Owners or their predecessors-in-title previously granted and conveyed to the Township a municipal drainage easement (the "Township Easement") upon the Property, as further depicted in Exhibit A; and

WHEREAS, Owners have requested that the Township grant them a license for access and use of the Township Easement to erect a fence in the Township Easement, as depicted in Exhibit A; and

WHEREAS, the Township desires to grant Owners the license over the Township Easement, subject to the terms and conditions set forth in this License Agreement (the "Agreement"), including that Owners provide continued access to the Township for that portion of the Property where the Township Easement is located.

NOW, THEREFORE, IN CONSIDERATION OF the sum of ONE DOLLAR ($1.00), and the mutual undertakings herein, the Township herby gives, grants and conveys to Owners, a license for the purpose of permitting access and use of a portion of the Township Easement as further described in Exhibit A, attached hereto, and for the purposes as hereinafter set forth.

1. Licensees shall be responsible for the maintenance of the fence placed in the portion of the Township Easement that is the subject of this Agreement. However, the granting of this license does not prejudice or preclude the Township's right to enter upon the Township's

Easement for any reason whatsoever, including to maintain, construct, operate, repair, replace or remove said sanitary sewer and facilities and appurtenances thereto. Licensor shall provide Licensees with forty-eight (48) hour advance written notice prior to entering upon the Property, except in the case of an emergency.

2. Licensees desire to erect a four-foot (4') fence within the Township Easement located on the Property. The maximum permitted height of said fence in the front yard shall be four feet (4'). Licensees shall not erect, place, plant, permit or allow growth or obstructions that would interfere with the use of the Township Easement or impair Licensor's ability to access same for the purposes stated herein, its intended purposes, or prohibit access by Licensor. Licensees shall not damage any drainage improvements within the Township Easement.

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

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

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

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

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

8. This Agreement contains the entire Agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto relating to the subject matter hereof. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement. No representations, warranties, covenants or conditions expressed or implied, whether by statute or otherwise, other than as set forth herein have been made by any party hereto.

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

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

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

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

WITNESS/ATTEST:

TOWNSHIP OF MAHWAH/LICENSOR

_____
Carolyn George, RMC
Township Clerk

By: _____
James Wysocki, Mayor

WITNESS/ATTEST:

LICENSEE

_____

By: _____

WITNESS/ATTEST:

LICENSEE

_____

By: _____

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

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

I CERTIFY that on , 2024 CAROLOYN GEORGE personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the CLERK of the TOWNSHIP OF MAHWAH, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is JAMES WYSOCKI, the MAYOR of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Council; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to
before me this day
of , 2024.

_____
Carolyn George, RMC
Township Clerk

_____
(Notary sign, seal, stamp)

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

I CERTIFY that on _____, 2024, _____ personally came before me and acknowledged under oath, to my satisfaction:

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

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

_____

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

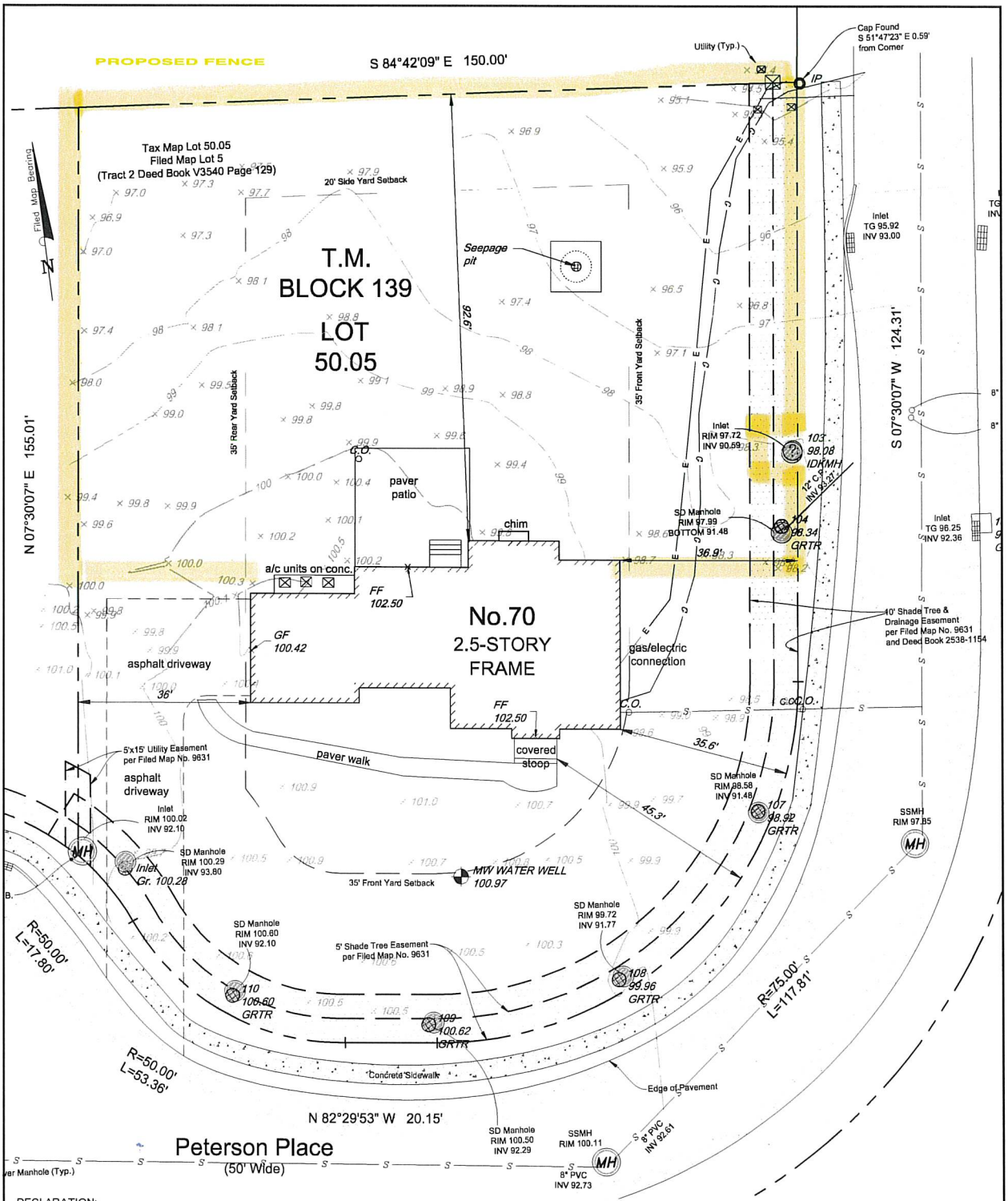
I CERTIFY that on _____, 2024, _____ personally came before me and acknowledged under oath, to my satisfaction:

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

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

_____

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



DECLARATION:
I declare that, to the best of my knowledge and belief, this map and survey were made by me or under my immediate supervision in accordance with N.J.S.A. 13:40-5.1 and the information shown hereon correctly represents the conditions found at the date of the survey except such improvements or easements, if any, below the surface and not visible and is subject to Federal, State, County, and/or municipal restrictions. Included in this declaration are the following notes:

NOTES/REFERENCES:

1. Boundary and topographic information taken from survey prepared by Schmidt Surveying, dated 4/30/21.
2. The purpose of this plan is to show the final as-built conditions of the subject property. Fieldwork performed by Omland & Osterkorn, Inc. in January 2023. Elevations on assumed datum per referenced survey.
3. The maker of this map is not qualified to make a determination as to the absence or presence of any wetlands, contamination or other environmental condition which may affect this property. Therefore no statement is being made or implied by the fact that no evidence of contamination or other environmental condition is being shown on this map.
4. If this survey does not contain the raised seal of surveyor, it is an unauthorized reproduction of the survey.
5. This survey performed without the benefit of a current title search and is subject to easements of record or other pertinent facts which a complete and accurate title search might disclose.
6. This survey is made solely for the parties named hereon and is not transferable, except to the mortgage holder, which shall survive to its successor or assign.
7. Locations of utilities are approx. contractor shall verify exact location in field with utility companies prior to commencement of construction.
8. Distances of dwelling to property line shown hereon are taken from the outside of the building siding.
9. Fencing shown hereon is to the centerline of fence

SCALE: 1"=20'

0 20 40 80 ft.

CERTIFIED TO:
MATTHEW WOLFSON AND ALLISON MIRZOEFF

NOTE: PROPERTY CORNERS NOT SET AS REQUESTED

FINAL AS-BUILT SURVEY AT
70 PETERSON PLACE
TAX MAP BLOCK 139 – LOT 50.05
TOWNSHIP OF MAHWAH
BERGEN COUNTY, NEW JERSEY

OMLAND & OSTERKORN, INC.
ENGINEERING–SURVEYING–PLANNING–TEL. 973-647-7820
22 MADISON HEIGHTS, WYCKOFF, NJ 07481

KIERSTEN OSTERKORN, P.E., L.S., P.P. N.J. LIC NO. 42581
NJ Cert. of Authorization: 24GA28293300

01/31/23	SCALE: 1"=20'	SHEET 1 OF 1	JOB NO. 210421

TOWNSHIP OF MAHWAH
ORDINANCE NO. 2033

ORDINANCE OF THE TOWNSHIP OF MAHWAH, COUNTY OF BERGEN, STATE OF NEW JERSEY, AMENDING CHAPTER 14, TREE PRESERVATION, OF THE TOWNSHIP CODE TO REVISE REQUIREMENTS AND CONFORM WITH THE NJDEP MODEL TREE REMOVAL AND REPLACEMENT ORDINANCE

WHEREAS, the New Jersey Department of Environmental Protection ("NJDEP") released a model Tree Removal and Replacement Ordinance as part of the requirements for Tier A MS4 permit renewals; and

WHEREAS, the Township of Mahwah Ordinance Committee has reviewed Chapter 14, Tree Preservation, of the Township Code, which Chapter governs tree removal and replacement in the Township; and

WHEREAS, as part of its review, the Ordinance Committee has solicited input from Administration, the Township Engineer, and the Environmental Committee; and

WHEREAS, the Township Engineer has proposed revisions to Chapter 14 to encourage tree preservation and to achieve conformance with NJDEP requirements.

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

SECTION 1. Chapter 14, Tree Preservation, is hereby amended to read as follows in its entirety:

Chapter 14 Tree Preservation, Removal and Replacement

Editor's Note: Prior ordinance history includes portions of Ordinance Nos. 958 and 1232.

§ 14-1 **PURPOSE.**
[Ord. #1339, § I]

The purposes of this Chapter are: (a) to control and regulate indiscriminate and excessive removal, cutting and destruction of trees in order to, regulate and prevent conditions which cause increased surface drainage, sedimentation and soil erosion, cause decreased soil fertility and impair the stability and value of real estate, all of which conditions are, and will in the future, be a detriment to public safety, health and welfare and (b) to preserve an important attribute of the Township, by encouraging owners of existing developed lands and developers of lands to save or replace as many native tree species and other mature trees as possible when making improvements to real property and (c) to encourage the planting and maintenance of shade trees to enhance the attractiveness of roadways and neighborhoods within the Township.

§ 14-2 **DEFINITIONS.**
[Ord. #1339, § I]

As used in this Chapter, the following terms shall have the meanings indicated.

APPLICANT

Shall mean any "person", as defined below, who applies for approval to remove trees regulated under this ordinance.

CRITICAL ROOT RADIUS

Shall mean the zone around the base of a tree where the majority of the root system is found. This zone is calculated by multiplying the diameter at breast height (DBH) of the tree by 1.5 feet. For example: a tree with a 6" DBH would have a CRR = 6"x1.5' = 9'.

DIAMETER AT BREAST HEIGHT (DBH)

Shall mean the diameter of the trunk of a mature tree generally measured at a point four and a half feet above ground level from the uphill side of the tree. For species of trees where the main trunk divides below the 4 ½ foot height, the DBH shall be measured at the highest point before any division.

HAZARD TREE

Shall mean a tree or limbs thereof that meet one or more of the criteria below. Trees that do not meet any of the criteria below and are proposed to be removed solely for development purposes are not hazard trees.

At the discretion of the Township, Applicants for removal of Hazard Trees may be required to provide a certification from a Licensed Tree Expert (LTE) that the trees in question meet the definition of a Hazard Tree as per this Ordinance. The Township reserves the right to have an Arborist of the Township review the Applicant's Application and Certification.

a. Has an infectious disease or insect infestation;

b. Is dead or dying;

c. Obstructs the view of traffic signs or the free passage of pedestrians or vehicles, where pruning attempts have not been effective;

d. Is causing obvious damage to structures (such as building foundations, sidewalks, etc.); or

e. Is determined to be a threat to public health, safety, and/or welfare by a certified arborist or LTE.

PARK TREE

Shall mean trees, shrubs, bushes and all other woody vegetation in public parks having individual names and all other areas owned by the Township of Mahwah, or to which the public has free access as a park.

PERSON

Shall mean any individual, resident, corporation, utility, company, partnership, firm, or association.

PLANTING STRIP

Shall mean the part of a street right-of-way between the public right-of-way and the portion of the street reserved for vehicular traffic or between the abutting property line and the curb or traveled portion of the street, exclusive of any sidewalk

REPLACEMENT TREE

Shall mean a tree to be planted as a replacement for the removal of a tree as described in Section **14-4** of this Chapter. The Township shall develop and maintain a list of desirable replacement trees.

RESIDENT

Shall mean an individual who resides on the residential property or contractor hired by the individual who resides on the residential property where a tree(s) regulated by this ordinance is removed or proposed to be removed.

SHADE TREE

Shall mean a tree planted along all public roads within or adjoining the municipal right-of-way. The Township shall develop and maintain a list of shade trees desirable for planting as: a small shade tree which is a type of tree with a mature height under 25 feet; a medium shade tree which is a type of tree with a mature height between 25 feet and 30 feet; and a large shade tree which is a type of tree with a mature height over 35 feet.

STREET TREE

Shall mean trees, shrubs, bushes and all other woody vegetation on land lying between property lines on either side of all streets, avenues or ways within the Township of Mahwah.

TREE

Shall mean any woody perennial plant having a diameter or width greater than 12 inches and/or a circumference greater than 38 inches measured at ground level. If a plant has multiple stems, then the aggregate of the stem diameters and/or the aggregate of the circumferences shall be used in determining whether the plant is a "tree."

TREE CALIPER

Shall mean the diameter of the trunk of a young tree, measured six (6) inches from the soil line. For young trees whose caliper exceeds four (4) inches, the measurement is taken twelve (12) inches above the soil line.

TREE REMOVAL

Shall mean to kill or to cause irreparable damage that leads to the decline and/or death of a tree. This includes, but is not limited to, excessive pruning, application of substances that are toxic to the tree, over-mulching or improper mulching, and improper grading and/or soil

compaction within the critical root radius around the base of the tree that leads to the decline and/or death of a tree. Removal does not include responsible pruning and maintenance of a tree, or the application of treatments intended to manage invasive species.

§ 14-3 **PROHIBITED ACTIVITIES.**
[Ord. #1339, § I]

Except as permitted by Sections **14-4** and **14-5** of this Chapter, no person, firm, corporation or individual shall do or cause to be done by others, either purposely, carelessly or negligently, any of the following acts upon privately owned property within the Township of Mahwah.

a. Cut, destroy, remove, or substantially injure any tree.

b. Place or maintain upon the ground any substance which would impede the free access of air and water to the roots of any tree.

c. Apply any substance to any part of a tree, including roots, with the intention to injure or destroy the tree.

§ 14-4 **PERMITTED ACTIVITIES.**
[Ord. #1339, § I; Ord. #1356, § I]

Notwithstanding the restrictions contained in Section **14-3** of this Chapter, the following activities shall be permitted.

a. The cutting, pruning or trimming of trees in a manner which is not harmful to the health of the tree.

b. The cutting, destruction or removal of trees which are diseased or dead or which endanger public safety.

c. For Single Family Residential Properties, the cutting or removal of not more than two (2) trees per lot during any calendar year (for example, if the Applicant removed 2 trees in July, 2024, the "count" resets to zero on January 1, 2025. This exemption does not include trees which are indicated as trees to remain on a plan previously approved by a land use board of the Township of Mahwah, when indicated as such as a Condition of Approval in the Board's Resolution of Approval.

   For Multi-Family Residential and Commercial Properties, the cutting or removal of not more than two (2) trees per Acre during any calendar year. This exemption does not include trees which are indicated as trees to remain on a plan previously approved by a land use board of the Township of Mahwah, when indicated as such as a Condition of Approval in the Board's Resolution of Approval. Any fraction of a tree permitted to be removed is rounded down to the nearest whole number (For example, a property 2.8 acres is size is permitted to remove 5.6 trees per year. This would be rounded down to 5 trees per year).

d. The cutting, removal or destruction of trees in accordance with a plan approved by the Land Use Department as part of a Soil Movement Permit Application or a plan approved by the Planning Board or Board of Adjustment in conjunction with a development application or soil movement permit application so long as the approval includes a requirement that the applicant provide replacement trees in accordance with the Tree Replacement Requirement Tabel noted in Article 14.9 of this Ordinance.

e. The cutting, removal or destruction shall not commence until all governmental approvals required by the Mahwah Land Use Department, Planning Board or Board of Adjustment have been obtained and a Soil Movement Permit has been issued by the Township.

f. The cutting, removal or destruction of any tree pursuant to an order or directive of any municipal, County or State Court or agency.

§ 14-5 **EXCLUDED ACTIVITIES.**
[Ord. #1339, § I]

The provisions of this Chapter shall not apply to the following activities:

a. Activities involving trees within the public highways, public rights-of-way, or publicly owned properties.

b. Tree Farms, commercial logging or timber removal operations on vacant land performed in accordance with a program written by a certified forester.

§ 14-6 **EXCEPTIONS.**
[Ord. #1339, § I]

Upon written application to the Township's Planning Board, for requests not associated with a Land Use Board Application, or appropriate Land Use Board, for Applications before the Board, the appropriate Board may, by resolution, grant an exception from any of the requirements of this Chapter. The decision by the appropriate Land Use Board shall be made within 45 days of receipt of the request and after receipt of a recommendation from the Township Environmental Commission. The Township's Environmental Commission must provide the Board with their recommendation within 30 days of receipt of the request for their comments. Failure to receive a report from the Environmental Commission shall not delay the Board's decision. The Environmental Commission's comments shall be considered advisory in nature and are not binding. The appropriate Land Use Board may grant such exceptions from the requirements of this Chapter as may be reasonable and within the purposes and intent of this Chapter if the literal enforcement of one or more of the provisions of the Chapter is impracticable or will exact undue hardship because of peculiar conditions pertaining to the land in question.

§ 14-7 **ADMINISTRATION AND ENFORCEMENT.**
[Ord. #1339, § I]

a. The Township's Department of Land Use, as established by Township Code Section 2-**12**, is hereby designated as the body to administer the provisions of this Chapter.

b. The Township's Zoning and Property Maintenance Inspector is designated as the enforcing agent for this Chapter.

§ 14-8 **VIOLATIONS AND PENALTY.**
[Ord. #1339, § I]

Any person, firm, corporation or individual violating any provision of this Chapter shall upon conviction thereof be punishable by a fine not exceeding $2,000 per offense and other penalties in accordance Section 1-5 of the Township Code. The party responsible is ultimately the owner of the property. The cutting, destruction or removal of each tree shall constitute a separate offense. Any violators of the Ordinance, in addition to the fine noted above, may be required to provide a replacement plan (Landscape Plan) to restore property to acceptable levels for aesthetics, soil run-off, adjacent property impact and impact on tree canopy for area. The Landscape Plan must be provided by a Certified Landscape Architect in the State of New Jersey. The Mahwah Department of Land use will provide a deadline of when this plan must be submitted. This plan will be provided to the Environmental Commission for their comment.

The circumference of stumps greater than 24 inches measured ground level will be used to assess penalties on trees removed without approval. Stems of trees that grow out of one root system (i.e. trees with more than one trunk that split below the CMH) will be measured separately to assess tree count.

§ 14-9 **REPLACEMENT TREE REQUIREMENTS.**
[Ord. #1339, § I]

The following applies to all replacement trees required under paragraphs d and e of Section **14-4**.

a. Any person who removes one or more street tree(s) with a DBH of 2.5" or more, unless exempt under Section IV, shall be subject to the requirements of the Tree Replacement Requirements Table below.

b. Any person, who removes one or more tree(s), as defined as Tree removal, shall be subject to the requirements of the Tree Replacement Requirements Table.

c. The species type and diversity of replacement trees shall be in accordance with Appendix A (we must include attachment for replacement tree types.

d. Replacement tree(s) shall:

   1. Be replaced in kind with a tree that has an equal or greater DBH than tree removed **or** meet the Tree Replacement Criteria in the table below.

   2. Be planted within twelve (12) months of the date of removal of the original tree(s) or at an alternative date specified by the Township.

3. Be monitored by the Applicant for a period of two (2) years to ensure their survival and shall be replaced as needed within twelve (12) months.

4. Shall not be planted in temporary containers or pots, as these do not count towards tree replacement requirements.

Tree Replacement Requirements Table:

Category	Tree Removed (DBH)	Tree Replacement Criteria (See Appendix A)	
1	DBH of 2.5" (for street trees) or 12" (for non-street trees) to 17.99"	Replant 1 tree with a minimum tree caliper of 2.5" for each tree removed	
2	DBH of 18" to 23.99"	Replant 2 trees with minimum tree calipers of 2.5" for each tree removed	
3	DBH of 24" to 29.99"	Replant 3 trees with minimum tree calipers of 2.5" for each tree removed	
4	DBH of 30" or greater	Replant 4 trees with minimum tree calipers of 2.5" for each tree removed	

e. Replacement Alternatives

1. If the Township determines that some or all required replacement trees cannot be planted on the property where the tree removal activity occurred, then the applicant shall do one of the following:

    a) Plant replacement trees in a separate area(s) approved by the Township.

    b) Pay a fee of $300 per required replacement tree. This fee shall be placed into the Township's Tree Bank, which is dedicated to tree planting and continued maintenance of the trees.

§ 14-10 **SHADE TREE REQUIREMENTS.**
[Ord. #1339, § I]

The following requirements apply to all shade trees within the Township.

a. All new shade trees planted within the Township shall be in good health and planted in accordance with accepted horticultural practices to ensure survival. All new shade trees shall be no less than a caliper of 2-1/2 inches. A shade tree which dies within two years of planting shall be replaced by the person planting the shade tree.

b. New shade trees shall be spaced no further than 50 feet from each other, except where an obstruction such as a driveway or fire hydrant exists. New shade trees shall be placed no closer than 10 feet from a fire hydrant or driveway, and no closer than 30 feet from a street corner.

c. The distance that new shade trees are to be planted away from curb, curblines, and sidewalks shall be as follows: small shade trees, no closer than four feet (4'); medium shade trees, no closer than six feet (6'); and large shade trees, eight feet (8') or on the municipal right-of-way easement line, whichever is greater.

d. Where new shade trees are required under overhead public utility lines, excluding service lines, only small shade trees shall be planted. New medium and large shade trees may be planted near overhead public utility lines as long as the trunk of the medium or large shade tree is no closer than 15 feet of the vertical plane of any existing utility line. In all other locations requiring the placement of new shade trees, medium and large shade trees shall be planted.

e. Subject to the prohibited activities described in Section **14-3** of this Chapter, owners of property on which shade trees have been planted shall be responsible for the care of such shade trees.

f. The Township reserves the right to plant, prune, maintain and remove shade trees as may be necessary to ensure public health, or enhance the symmetry and beauty of the roads within the Township.

g. In accordance with any applicable franchise agreements, a public utility company may selectively trim shade trees to maintain the integrity of its utility lines but only to the extent necessary and in accordance with accepted aesthetic and horticultural standards.

§ 14-11 **GUIDELINES.**
[Ord. #1339, § I]

The Township of Mahwah's Department of Land Use shall utilize the following guidelines when implementing this Chapter.

a. The replacement trees must be of the type found in the mature forest of the northern New Jersey/southern New York area such as oak, maple, hickory or other hardwoods. It is the Township's intent that the replacement trees be these tree types but the Land Use Department may seek the advice of the Township's Environmental Commission with respect to alternative tree types when submitted for individual properties.

b. The replacement trees shall be planted within the landscaping plan for the entire property and not solely used for shielding and buffering along property boundaries. The replacement trees shall be of sufficient caliper and health, and planting should ensure an established root system and growth.

c. Trees identified by a property developer and verified by the Township's Department of Land Use as candidates for preservation shall be protected from damage during construction in accordance with the Township's Soil Movement Ordinance and the developer shall use all other necessary and appropriate tree preservation methods. Extreme care should be taken by the developer, its engineers, architects and contractor, in specifically protecting the root zone of preserved trees during all construction on the property.

d. Prior to the removal of any trees, as per this Ordinance, a pre-Tree Removal Inspection is to be performed by the Township's Department of Land Use. At a minimum, those required to attend this meeting are a representative of the property owner, a representative of the tree removal company and a representative of the Township's Department of Land Use.

   It is the Applicant's responsibility to have the trees to be removed clearly delineated in field prior to the required Inspection.

§ 14-12 **FORMS.**
[Ord. #1339, § I]

All applications for development and all soil movement permit applications shall include a Tree Preservation Removal and Replacement Application Form provided by the Department of Land Use. The Department my solicit the advice from the Township's Environmental Commission on the details of the Application form.

§ 14-13 **STREET TREES SPECIES TO BE PLANTED.**
[Ord. #1339, § I]

The Township's Environmental Commission shall develop and maintain a list of desirable trees for planting along streets in three size classes based on mature height: small, under 25 feet: medium, between 25 and 30 feet: large, over 35 feet and provide this list to the Department of Land Use.

§ 14-14 **PUBLIC TREE CARE.**
[Ord. #1339, § I]

The Township of Mahwah shall have the right to plant, prune, maintain and remove trees, plants, and shrubs within the right-of-way, alleys, avenues, lanes, squares, easements, rights-of-way, and public grounds, as may be necessary, to ensure public safety, or to preserve, or enhance, the symmetry and beauty of such public grounds or areas.

§ 14-15 **APPLICATION PROCESS**

Any person planning to remove a street tree, as defined as Tree removal, with DBH of 2.5" or more, or any non-street tree with DBH of 6" or more, on their property shall submit a Tree Preservation, Removal and Replacement Application to the Department of Land Use. No tree

shall be removed until the Township has reviewed and approved the removal. The following Application and escrow fees are required to accompany any Application:

Tree Removal Category	Application Fee	Escrow Fee
Exempt	$50	$100
Board application and/or removal of more than 5 trees	$100	$250
Removal of 6 to 10 trees	$150	$350
Removal of 11 or more trees	$200	$500

§ 14-16 **VENDOR REGISTRATION**

a. Owners of single-family dwellings performing work on their own property shall not be required to register with the Township.

b. Tree removal and/or tree maintenance entities performing work within Mahwah shall register annually with the Township's Department of Land Use.

c. The entity shall complete a form provided by the Mahwah Department of Land Use, present a valid New Jersey business license, carry minimum general liability coverage of $250,000, carry worker's compensation coverage, and sign a statement that they have read, understood, and will abide by the Township Code.

d. Registrants shall pay an annual fee of $50.

e. The Township will provide a list of all registered venders on the Department of Land Use website.

SECTION 2. All ordinances or parts of ordinances in conflict or inconsistent with the provisions of this ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 3. In case, for any reason, any section or provision of this Ordinance shall be held to be unconstitutional or invalid, the same shall not affect any other section or provision of this Ordinance, except so far as the section or provision so declared unconstitutional or invalid shall be severed from the remainder or any portion thereof.

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

Introduced:
Adopted:
Effective Date:

TOWNSHIP OF MAHWAH

_____

Robert M. Ferguson III, Council President

ATTEST:

_____

Carolyn George, RMC
Municipal Clerk

TOWNSHIP OF MAHWAH

ORDINANCE NO. 2029

BOND ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS TO NORFOLK VILLAGE IN AND BY THE TOWNSHIP OF MAHWAH, IN THE COUNTY OF BERGEN, NEW JERSEY, APPROPRIATING $572,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $572,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF.

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

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Township of Mahwah, in the County of Bergen, New Jersey (the "Township"). For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to $572,000. No down payment is required as the purposes authorized herein are deemed self-liquidating and the bonds and bond anticipation notes authorized herein are deductible from the gross debt of the Township, as more fully explained in Section 6(e) of this bond ordinance.

Section 2. In order to finance the cost of the several improvements or purposes, negotiable bonds are hereby authorized to be issued in the principal amount of $572,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation

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

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

Purpose	Appropriation & Estimated Cost	Estimated Maximum Amount of Bonds & Notes	Period of Usefulness
a) Replacement of roof, including all work and materials necessary therefor and incidental thereto.	$495,000	$495,000	20 years
b) Installation of door access control system, including all work and materials necessary therefor and incidental thereto.	$49,500	$49,500	15 years
c) Acquisition of furniture and fixtures, including all related costs and expenditures incidental thereto.	$27,500	$27,500	5 years
Totals:	$572,000	$572,000	

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes

issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

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

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

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

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 18.84 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by $572,000, but that the net debt of the Township determined as provided in the Local Bond Law is not increased by this bond ordinance. The obligations authorized herein will be within all debt limitations prescribed by that the Local Bond Law.

(d) An aggregate amount not exceeding $52,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

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

Section 7. The Township hereby declares the intent of the Township to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes or improvements

described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of the Treasury Regulations.

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

Section 9. The chief financial officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

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

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

TOWNSHIP OF MAHWAH

ORDINANCE NO. 2030

BOND ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS TO THE WATER UTILITY IN AND BY THE TOWNSHIP OF MAHWAH, IN THE COUNTY OF BERGEN, NEW JERSEY, APPROPRIATING $3,208,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $3,208,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF.

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

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Township of Mahwah, in the County of Bergen, New Jersey (the "Township"). For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to $3,208,000. No down payment is required as the purposes authorized herein are deemed self-liquidating and the bonds and bond anticipation notes authorized herein are deductible from the gross debt of the Township, as more fully explained in Section 6(e) of this bond ordinance.

Section 2. In order to finance the cost of the several improvements or purposes, negotiable bonds are hereby authorized to be issued in the principal amount of $3,208,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation

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

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

Purpose	Appropriation & Estimated Cost	Estimated Maximum Amount of Bonds & Notes	Period of Usefulness
a) Acquisition of utility body truck with plow, including all related costs and expenditures incidental thereto.	$18,000	$18,000	10 years
b) Acquisition of construction trailer, including all related costs and expenditures incidental thereto.	$16,500	$16,500	15 years
c) Acquisition of lawn mower, including all related costs and expenditures incidental thereto.	$8,250	$8,250	15 years
d) Fence replacement, including all work and materials necessary therefor and incidental thereto.	$16,500	$16,500	10 years
e) Vacuum truck boom and piston replacement, including all related costs and expenditures incidental thereto.	$13,750	$13,750	10 years
f) Replacement of piping and valves in one million gallon	$110,000	$110,000	40 years

Purpose	Appropriation & Estimated Cost	Estimated Maximum Amount of Bonds & Notes	Period of Usefulness
tank pit, including all related costs and expenditures incidental thereto.			
g) Various repairs and upgrades, including all work and materials necessary therefor and incidental thereto.	$275,000	$275,000	40 years
h) Well 16/17 PFOS treatment, including all work and materials necessary therefor and incidental thereto.	$2,750,000	$2,750,000	40 years
Totals:	$3,208,000	$3,208,000	

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

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

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

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

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

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 39.35 years.

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

Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by $3,208,000, but that the net debt of the Township determined as provided in the Local Bond Law is not increased by this bond ordinance. The obligations authorized herein will be within all debt limitations prescribed by that the Local Bond Law.

(d) An aggregate amount not exceeding $291,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

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

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

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

Section 9. The chief financial officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in

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

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

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

TOWNSHIP OF MAHWAH

ORDINANCE NO. 2031

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF MAHWAH, IN THE COUNTY OF BERGEN, NEW JERSEY, APPROPRIATING $4,772,500 THEREFOR AND AUTHORIZING THE ISSUANCE OF $3,987,625 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF.

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

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Township of Mahwah, in the County of Bergen, New Jersey (the "Township") as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to $4,772,500, including (1) $170,000 from Capital Surplus for the improvement or purpose set forth in Section 3(1)(d) and Section 3(10)(f) and (ii) the aggregate sum of $614,875 as the several down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of Capital Surplus and the several down payments, negotiable bonds are hereby authorized to be issued in the principal amount of $3,987,625 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

Purpose	Appropriation & Estimated Cost	Estimated Maximum Amount of Bonds & Notes	Period of Usefulness
1) Streets and Roads a) Replacement of dump truck with sander and plow, including all related costs and expenditures incidental thereto.	$332,500	$315,875	10 years
b) Repair and replacement of culverts, including all work and materials necessary therefor and incidental thereto.	$1,023,700	$972,515	15 years
c) Purchase of pick-up trucks, including all related costs and expenditures incidental thereto.	$66,500	$63,175	10 years
d) Street safety repairs, including, but not limited to, potholes and lighting, including all work and materials necessary therefor and incidental thereto.	$70,000 (from Capital Surplus Fund)	$0	N/A

Purpose	Appropriation & Estimated Cost	Estimated Maximum Amount of Bonds & Notes	Period of Usefulness
2) Parks and Playgrounds			
a) Repairs at various parks, including all work and materials necessary therefor and incidental thereto.	$102,300	$97,185	15 years
3) Buildings and Grounds			
a) Purchase of a van, including related costs and expenditures incidental thereto.	$65,000 (from Capital Improvement Fund)	$0	N/A
b) Purchase of trucks, including all related costs and expenditures incidental thereto.	$92,000	$87,400	10 years
4) Recycle			
a) Replacement of packer truck, including all related costs and expenditures incidental thereto.	$340,000 (from Capital Improvement Fund)	$0	N/A
5) Motor Pool Mechanics			
a) Replacement of a truck, including all related costs and expenditures incidental thereto.	$230,200	$218,690	10 years
b) Acquisition of a Stertil-Koni lift mobile columns adapter, including all related costs and expenditures incidental thereto.	$17,350	$16,483	15 years
6) Office of Emergency Management			
a) Radio system upgrade, including all related costs and expenditures incidental thereto	$176,900	$168,055	5 years

Purpose	Appropriation & Estimated Cost	Estimated Maximum Amount of Bonds & Notes	Period of Usefulness
7) Fire Department			
a) Acquisition of sport utility vehicle, including all related costs and expenditures incidental thereto.	$46,000	$43,700	5 years
b) Acquisition of turnout gear, including all related costs and expenditures incidental thereto.	$153,500	$145,825	5 years
c) Acquisition of a fire truck, including all related costs and expenditures incidental thereto.	$511,500	$485,925	20 years
d) Diesel exhaust systems, including all related costs and expenditures incidental thereto.	$102,300	$97,185	10 years
e) Acquisition of dry suits, including all related costs and expenditures incidental thereto.	$23,000	$21,850	5 years
f) Acquisition of washing machine and dryer for gear, including all related costs and expenditures incidental thereto.	$30,700	$29,165	10 years
8) Police Department			
a) Acquisition of tasers, including all related costs and expenditures incidental thereto.	$153,500	$145,825	10 years
9) Emergency Medical Services			
a) Acquisition of stair chairs, including all related costs and	$41,100	$39,045	15 years

Purpose	Appropriation & Estimated Cost	Estimated Maximum Amount of Bonds & Notes	Period of Usefulness
expenditures incidental thereto.			
b) Acquisition of power stretchers, including all related costs and expenditures incidental thereto.	$93,750	$89,062	15 years
c) Acquisition of power loaders, including all related costs and expenditures incidental thereto.	$85,000	$80,750	15 years
10) Administration			
a) Purchase of sport utility vehicle and truck, including all related costs and expenditures incidental thereto.	$512,000	$486,400	5 years
b) Purchase of construction vehicles, including all related costs and expenditures incidental thereto.	$122,700	$116,565	5 years
c) Acquisition of technology equipment, including all related costs and expenditures incidental thereto.	$102,000	$96,900	7 years
d) Acquisition of furniture and fixtures, including all related costs and expenditures incidental thereto.	$25,500	$24,225	5 years
e) Town hall building upgrades, including all work and materials necessary therefor and incidental thereto.	$153,500	$145,825	15 years
f) Caboose repair, including all work and materials	$100,000 (from Capital Surplus Fund)	$0	N/A

Purpose	Appropriation & Estimated Cost	Estimated Maximum Amount of Bonds & Notes	Period of Usefulness
necessary therefor and incidental thereto.			
Totals:	$4,772,500	$3,987,625	

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the down payment for each purpose.

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

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

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

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

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements or purposes that the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 11.69 years.

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

notes provided in this bond ordinance by $3,987,625, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding $95,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

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

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

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

consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

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

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

TOWNSHIP OF MAHWAH

ORDINANCE NO. 2032

BOND ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS TO THE SEWER UTILITY IN AND BY THE TOWNSHIP OF MAHWAH, IN THE COUNTY OF BERGEN, NEW JERSEY, APPROPRIATING $495,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $495,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF.

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

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Township of Mahwah, in the County of Bergen, New Jersey (the "Township"). For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to $495,000. No down payment is required as the purposes authorized herein are deemed self-liquidating and the bonds and bond anticipation notes authorized herein are deductible from the gross debt of the Township, as more fully explained in Section 6(e) of this bond ordinance.

Section 2. In order to finance the cost of the several improvements or purposes, negotiable bonds are hereby authorized to be issued in the principal amount of $495,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation

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

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

Purpose	Appropriation & Estimated Cost	Estimated Maximum Amount of Bonds & Notes	Period of Usefulness
a) Acquisition of construction trailer, including all related costs and expenditures incidental thereto.	$16,500	$16,500	15 years
b) Acquisition of lawn mower, including all related costs and expenditures incidental thereto.	$8,250	$8,250	15 years
c) Acquisition of utility body truck with plow, including all related costs and expenditures incidental thereto.	$99,000	$99,000	10 years
d) Fence replacement, including all work and materials necessary therefor and incidental thereto.	$16,500	$16,500	10 years
e) Vacuum truck boom and piston replacement, including all related costs and expenditures incidental thereto.	$13,750	$13,750	10 years
f) Acquisition of pipes to repair sewer lines, including	$66,000	$66,000	40 years

Purpose	Appropriation & Estimated Cost	Estimated Maximum Amount of Bonds & Notes	Period of Usefulness
all related costs and expenditures incidental thereto.			
g) Various sewer infrastructure upgrades, including all work and materials necessary therefor and incidental thereto.	$275,000	$275,000	40 years
Totals:	$495,000	$495,000	

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

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

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

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

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

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 30.91 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by $495,000, but that the net debt of the Township

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

(d) An aggregate amount not exceeding $45,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

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

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

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

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

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

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

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

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #192-24
DATE: May 20, 2024

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

WHEREAS, there exists a need for Professional Utility Engineering Construction Administration and Inspection Services for the Township of Mahwah in connection with Well #19 Water Treatment System Improvements: and

WHEREAS, by Resolution #013-24, dated January 4, 2024, the Township entered into a Professional Services Contract with Boswell Engineering Inc., as the Township Co-Utility Engineer for the year 2024; and

WHEREAS, Boswell Engineering has submitted a Proposal for Construction Administration and Inspection Services dated May 15, 2024, to perform the necessary Professional Engineering Services as outlined in the Proposal at an amount not-to-exceed $146,000.00; and

WHEREAS, the CMFO has provided Certification as to the Availability of Funds in Account #01-201-41-500-202; and

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Mahwah does hereby award a contract to Boswell Engineering, in accordance with their Proposal dated May 15, 2024 in connection with the project at a cost not-to-exceed $146,000.00; and

BE IT FURTHER RESOLVED, that the contract amount shall not exceed $146,000.00 without further authorization of the Governing Body and the CMFO has certified that the funds are available; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized to execute the aforesaid Contract in form to be approved by the Township Attorney; and

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution on file and available for inspection in the office of the Township Clerk and shall forward a copy of this Resolution to the Business Administrator, CMFO, QPA, Administrative Support Specialist, and Boswell Engineering Inc., 330 Phillips Avenue, South Hackensack, New Jersey 07606-1722

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 20th day of May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #193-24
DATE: May 20, 2024

Name	Motion	Second	Yes	No	Abstain	Absent
Arlemma						
Bolan						
Donigian						
May						
Paz						
Wong						
Ferguson						

WHEREAS, bids were solicited on April 17, 2024 for Bid MTB #23-23 "Pedestrian Safety Improvements Along East Ramapo Avenue"; and

WHEREAS, six bids were received at the bid opening held on May 14, 2024; and

WHEREAS, the bids were reviewed by Administration and the Township Engineer, and determined that the lowest responsive/responsible bidder is LaForza Construction, LLC; and

WHEREAS, the Chief Financial Officer has provided a Certification As To Availability of Funds in Grant Account #01-203-41-865-217 and Capital Account #04-215-55-290-021.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Mahwah hereby awards a contract for bid MTB #23-23 "Pedestrian Safety Improvements Along East Ramapo Avenue" to LaForza Construction, Inc., for the Base Bid in the amount of $106,465.69.

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid contract in form to be approved by the Township Attorney; and

BE IT FURTHER RESOLVED, that compensation for said contract shall be claimed, approved, and paid in the manner set forth in N.J.S.A. 40A:5-18 and pursuant to agreement to be entered into between the parties; and

BE IT FURTHER RESOLVED, that the contract for bid MTB #23-23 shall not exceed $106,465.69 without further authorization of the Governing Body and the Chief Financial Officer has certified that the funds are available; and

BE IT FURTHER RESOLVED that the Municipal Clerk shall maintain a copy of this Resolution and said contract on file and will forward a copy of this Resolution to the Business Administrator; QPA; CMFO; DPW Director, Township Engineer, and LaForza Construction, Inc., 524 Valley Brook Avenue, Lyndhurst, NJ 07071.

CERTIFICATION

I hereby certify that this resolution consisting of two pages, was adopted at a meeting of the Township Council of the Township of Mahwah, on this 20th day of May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #194-24
DATE: May 20, 2024

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

WHEREAS, there exists a need for Professional Engineering Services for the Township of Mahwah in connection with preparing an updated Topographic Survey of the Franklin Turnpike & Miller Road intersection; and

WHEREAS, by Resolution #013-24, dated January 4, 2024, the Township entered into a Professional Services Contract with Boswell Engineering Inc., as the Township Co-Utility Engineer for the year 2024; and

WHEREAS, Boswell Engineering has submitted a Proposal for Surveying Services dated February 1, 2024, to perform the necessary Professional Engineering Services as outlined in the proposal at an amount not-to-exceed $9,775.00; and

WHEREAS, the CMFO has provided Certification as to Availability of Funds in Account # 01-201-20-100-204; and

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Mahwah does hereby award a contract to Boswell Engineering, in accordance with their proposal dated February 1, 2024 to perform Professional Engineering Services in connection with the Project for an amount not-to-exceed $9,775.00; and

BE IT FURTHER RESOLVED, that the contract amount shall not exceed $9,775.00 without further authorization of the Governing Body and the CMFO has certified that the funds are available; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized to execute the aforesaid Contract in form to be approved by the Township Attorney; and

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution and the Contract on file and available for inspection in the office of the Township Clerk and shall forward a copy of this Resolution to the Mayor, Business Administrator, CMFO, QPA, Administrative Support Specialist and Boswell Engineering Inc., 330 Phillips Avenue, South Hackensack, New Jersey 07606-172

CERTIFICATION

I hereby certify that this resolution consisting of 2 page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 20th day of May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #195-24
DATE: May 20, 2024

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

RESOLUTION AUTHORIZING EXECUTION OF SECOND MEMORANDUM OF AGREEMENT ADDENDUM TO PROVIDE THE MAHWAH BOARD OF EDUCATION WITH A SCHOOL RESOURCE OFFICER FOR AN ADDITIONAL YEAR THROUGH JUNE 30, 2025

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

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

WHEREAS, the parties extend the MOA three additional times - July 2021 through June 30, 2022, July 1, 2022 through June 30, 2023, and July 1, 2023 through June 30 2024; and

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

WHEREAS, under the MOA Addendum, the Board will pay the Township 50% of the SRO's cost, in the total amount of $109.151.61

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

1. The Mayor is authorized to execute, and the Township Clerk to attest, the Second MOA Addendum, attached hereto, between the Township of Mahwah and the Mahwah Board of Education.

2. A copy of the MOA Addendum will be kept on file in the Township Clerk's Office.
3. All terms and conditions are in accordance with the Second MOA Addendum and MOA dated June 25, 2018.
4. Certified copies of this resolution shall be forwarded to the Department of Community Affairs/Division of Local Government Services (DLGS), the Mahwah Board of Education, Superintendent of Schools, School Administrator, Township Administrator, CFO, Chief of Police, Personnel Department and any other interested parties.

This Resolution shall take effect immediately.

I hereby certify that this resolution consisting of one (2) page(s), was adopted at a meeting of the Township Council of the Township of Mahwah on the 20th day of May, 2024

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

MEMORANDUM OF AGREEMENT ADDENDUM

This Addendum to the June 16, 2021 Memorandum of Agreement between the Mahwah Board of Education ("Board") and the Township of Mahwah ("Township") is made this _____ day of _____, 2024.

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

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

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

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

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

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

1. The MOA is hereby extended for one year for the term commencing on July 1, 2024 through June 30, 2025.

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

Year	Salary	Health*	Pension**	Medicare	Workers Comp	Total	BOE Portion	Township Portion
1	$129,135.11	$36,160.74	$48,216.47	$1,872.46	$2,918.45	$218,303.23	$109,151.61	$109,151.61

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

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

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

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

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

Mahwah Board of Education

By: _____
Dr. Michael DeTuro, Superintendent

Date:

Township of Mahwah

By: _____
James J. Wysocki, Mayor

Date:

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #196-24
DATE: May 20, 2024

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

A RESOLUTION APPROVING THE DISBURSEMENT OF FUNDS FROM THE BCIA DPW PROJECT PAYMENT #32

WHEREAS, pursuant to Section 510 (C) of that certain Lease Purchasing Agreement dated as of August 1, 2011(the "Original Lease Agreement") by and between the Bergen County Improvement Authority (the "Authority") and the Township of Mahwah, New Jersey, and (ii) Section 5.02 of the Authority's bond resolution entitled "RESOLUTION AUTHORIIZNG THE ISSUANCE OF COUNTY GUARANTEED LEASE REVENUE BONDS OF THE BERGEN COUNTY IMPROVEMENT AUTHORITY" duly adopted by the Authority on June 3, 2021 collectively, the "Lease Revenue Bond Resolution", M&T Trust Company, as Trustee for the holders of the captioned bonds (the "Bonds"), is hereby requested to pay from moneys on deposit in the Acquisition Fund bills associated with the Township of Mahwah DPW Project in Mahwah, New Jersey, and

WHEREAS, Requisition Number #32 in the amount of $ 90,932.00 is payable to DiGeronimo, PC and is being sent to M&T Bank on May 20, 2024 by the MAYOR AND COUNCIL, Business Administrator and the CFO of the Township of Mahwah.

THEREFORE, BE IT RESOLVED that the action of the CFO in submitting the bill for payment, to the Trustee M&T Bank, as approved by the CFO is hereby approved.

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution on file and available for inspection in the office of the Township Clerk and shall forward a copy of this Resolution to the Mayor, Business Administrator, QPA, CFO, and Assistant to the Business Administrator.

CERTIFICATION

I hereby certify that this resolution consisting of one page, was adopted at a meeting of the Township Council of the Township of Mahwah, on this 20th day of May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

THE BERGEN COUNTY IMPROVEMENT AUTHORITY
$22,600,000 COUNTY GUARANTEED LEASE REVENUE BONDS, SERIES 2021
Township of Mahwah Project

LEASE AND AGREEMENT REQUISITION FOR PAYMENT

VIA ELECTRONIC MAIL
Manufacturers and Traders Trust Company
Corporate Trust Administration
99 Wood Avenue South
Iselin, New Jersey 08830

REQUISITION REF. NO. 2021- 32

I, the undersigned Chief Financial Officer of the Township of Mahwah, in the County of Bergen (the "Municipality") DO HEREBY CERTIFY that I am an Authorized Municipal Representative duly designated by the Municipality to execute and deliver this certificate on behalf of the Municipality. I DO HEREBY FURTHER CERTIFY pursuant to and in accordance with the terms of the Lease and Agreement between the Bergen County Improvement Authority (the "Authority") and the Municipality dated as of August 1, 2021 (the "Lease") as follows:

1. This requisition is Requisition Ref. No. 2021-32 (Disbursement from BCIA Mahwah DPW 2021 Project Account number 148951-001.)

2. The name and address of the person, firm or corporation to whom payment is due is: DiGeronimo PC- 650 From Road Suite 275, Paramus, NJ 07652.

3. The amount to be paid to such person, firm or corporation (DiGeronimo PC) is $ 90,932.00.

4. The Project Costs to which this Requisition relates is Township of Mahwah DPW Project.

5. Each obligation, item of cost or expense mentioned herein has been properly incurred, is an item of Cost and is a proper charge against the Project Fund and has not been the basis of any previous withdrawal.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Lease. This requisition is authorized to be executed in counterparts by the parties set forth below.

DATED: _____ **TOWNSHIP OF MAHWAH**

_____
Authorized Municipal Representative
Name: Corinne Hockman
Title: CFO

The undersigned, on behalf of the Bergen County Improvement Authority, hereby acknowledges the above Requisition based on the certifications set forth above.

DATED: _____ **BERGEN COUNTY IMPROVEMENT AUTHORITY**

_____
Authorized Authority Representative
Name: Mauro Raguseo
Title: Executive Director

SCHEDULE A

Check disbursement instructions:

Payee Name: DiGeronimo PC

Address: 650 From Road, Suite 275
Paramus, NJ 07652

Amount: $ $ 90,932.00

Date: May 20, 2024

Wiring Instructions:

Bank name:

Bank ABA:

Payee account number:

Payee account name:

For further credit (if necessary):

Attached Description of Product/Service: see below

DiGeronimo PC **Invoice # 4207** **$90,932.00**

[ATTACH BILLING/PAGES AS NECESSARY]

DiGERONIMO PC

Suzanne DiGeronimo, FAIA | Louis A. DiGeronimo, AIA

Ben Kezmarsky
Business Administrator
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430
Via: Email
bkezmarsky@mahwahtwp.org

Invoice: 4207
Date: 5/7/2024

PROJECT
DiGeronimo Project #2610 Vendor ID #3233
Architectural Services for New DPW Building 100% & Final Design Development and management of Site Work
Purchase Order #2237

Fixed Fee
Architeture Services
Professional Services Contract for New DPW Facility RES 147-22 4/7/22
Construction Documents, Bidding, and Construction Administration Services

PHASE	CONTRACT AMOUNT	PREVIOUSLY BILLED	% OF CONTRACT COMPLETE	AMOUNT DUE THIS INVOICE	BALANCE ON CONTRACT
Phase 1. Management of Site Work	$542,500.00	$542,500.00	100.00%		$0.00
Phase 1. Construction Administration Services	$149,600.00	$0.00	22.22%	$33,244.00	$116,356.00
Concept Plan and Design Report Approved	$250,000.00	$250,000.00	100.00%		$0.00
Design Development (30%)	$128,500.00	$128,500.00	100.00%		$0.00
Design Development (60%)	$128,500.00	$128,500.00	100.00%		$0.00
Design Development (90%)	$128,500.00	$128,500.00	100.00%		$0.00
Design Development (100%)	$128,500.00	$128,500.00	100.00%		$0.00
Final Design In Compliance Regulations	$128,500.00	$128,500.00	100.00%		$0.00
Construction Documents (60%)	$133,875.00	$133,875.00	100.00%		$0.00
Construction Documents (90%)	$133,875.00	$133,875.00	100.00%		$0.00
Modify Construction Documents	$259,600.00	$0.00	22.22%	$57,688.00	$201,912.00
Issued for BID Construction Documents	$133,875.00	$133,875.00	100.00%		$0.00
Bidding Package	$44,625.00	$0.00	0.00%		$44,625.00
Construction Administration	$148,750.00	$0.00	0.00%		$148,750.00
	$2,439,200.00	$1,836,625.00	79.02%	$90,932.00	$511,643.00

Amount Due this Invoice: **$90,932.00**

Summary	
Contract Amount:	$2,439,200.00
Balance not to Exceed:	$2,439,200.00
Previously Billed:	$1,836,625.00
Amount Due this Invoice:	$90,932.00
Balance of Contract:	$511,643.00

Federal ID: 22-3169002

201-634-1100 Voice
201-634-1138 Fax

650 From Road STE 275
Paramus NJ 07652

mail@digeronimo-pc.com
www.digeronimo-pc.com

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #197-24
DATE: May 20, 2024

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

WHEREAS, the Township of Mahwah issued Request for Proposals (RFP) #22-06 "2022 Contract for Food Beverage Concession at Township of Mahwah Municipal Pool"; and

WHEREAS, the Township Council of the Township of Mahwah awarded Resolution #162-22 on April 28, 2022 to The Whistle Stop, awarding a contract for the Pool Season May 28, 2022 through September 5, 2022 in the amount of $100.00 for the 2022 pool season, with the option that the Township may extend the license for an additional four (4) consecutive one-year extensions at its sole discretion, not to exceed five years; and

WHEREAS, the Township Council of the Township of Mahwah wishes to extend the license for the second contract extension for Contract Year 3, for the 2024 pool season May 25, 2024 through September 2, 2024.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township Mahwah, County of Bergen, State of New Jersey, hereby extends RFP #22-06 to The Whistle Stop in the amount of $100.00 for the 2024 Contract for Food Beverage Concession at Township of Mahwah Municipal Pool season from May 25, 2024 through September 2, 2024.

BE IT FURTHER RESOLVED that the Township Clerk shall keep a copy of this Resolution on file and available for inspection in the Office of the Township Clerk and forward a copy of this Resolution to the Business Administrator, QPA, Municipal Pool Manager, Health Department, DPW Director, CFO, and The Whistle Stop LLC, 23 Frederick Street, Waldwick, New Jersey 07463-1822.

CERTIFICATION

I hereby certify that this resolution consisting of one page, was adopted at a meeting of the Township Council of the Township of Mahwah, on this 20th day of May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #198-24
DATE: May 20, 2024

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

WHEREAS, on April 22, 2024, the Township Council adopted Resolution #159-24 for a Professional Engineering Services contract with H2M Associates, Inc., for the Fardale Avenue Culvert Replacement for Design, Permitting and Bid Services based on the December 29, 2023 proposal; and

WHEREAS, the Resolution needs to be amended to correct the amount of the award to reflect the amounts in the proposal.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council hereby amends the Resolution for the award of a contract for the remaining Engineering Services outlined in the proposal from H2M Associates, Inc., for the Fardale Avenue Culvert Replacement in accordance with the December 29, 2023 proposal as follows: Design, $89,300, Permitting $35,200, and Bid Services $9,900, for a total amount not to exceed $134,400.

BE IT FURTHER RESOLVED, that the contract amount shall not exceed $134,400 without further authorization of the Governing Body and the CMFO has provided a Certification as to Availability of Funds in Account 04-215-55-293-020.

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized to execute the aforesaid Contract in form to be approved by the Township Attorney.

BE IT FURTHER RESOLVED, that a notice of this action is to be printed in the official newspaper of the Township of Mahwah.

BE IT FURTHER RESOLVED, that this Resolution supersedes Resolution #159-24.

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution and Contract on file and available for inspection in the office of the Township Clerk and shall forward a copy of this Resolution to the Mayor, Business Administrator, QPA, CMFO, Township Engineer, Administrative Support Specialist, and H2M Associates, Inc., 1250 Route 23 North, Butler, NJ 07405.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 20th day of May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #199-24
DATE: May 20, 2024

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

RESOLUTION AUTHORIZING THE APPROVAL OF CONTRACTS WITH WITMER PUBLIC SAFETY GROUP, INC., IN EXCESS OF THE BID THRESHOLD, UTILIZING AN AWARDED NEW JERSEY STATE CONTRACT

WHEREAS, The Township of Mahwah, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C 5:34-7.29(c), may by Resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State Contracts entered into on behalf of the State by the Division of Purchase and property in the Department of Treasury; and

WHEREAS, the Township of Mahwah has the need to purchase various equipment and supplies for its Police Department; and

WHEREAS, Witmer Public Safety Group, Inc. is an authorized vendor awarded Contract 17-FLEET-00767 on State of New Jersey Contract #T0106 entitled Law Enforcement Firearms Equipment and Supplies; and

WHEREAS, the cost of the various equipment and supplies for the year 2024 will exceed the bid threshold; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the 2024 Township Operating and Capital Budget as adopted by the Township Council.

THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mahwah, hereby authorizes the approval of contracts to Witmer Public Safety Group, Inc., for purchases of various Police Department equipment and supplies on awarded New Jersey State Contract #T0106, the total in which will exceed the bid threshold for the year 2024.

BE IT FURTHER RESOLVED that the Township Clerk shall keep a copy of this Resolution on file and available for inspection in the Office of the Township Clerk and that the Township Clerk shall forward a copy of this Resolution to the Business Administrator, QPA, CFO, Accounts Payable, Police Department, and Witmer Public Safety Group, Inc., 104 Independence Way, Coatesville, PA 19320.

CERTIFICATION

I hereby certify that this resolution consisting of two pages, was adopted at a meeting of the Township Council of the Township of Mahwah, on this 20th day of May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #200-24
DATE: May 20, 2024

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Bolan						
Donlglan						
May						
Paz						
Wong						
Ferguson						

WHEREAS, the Township of Mahwah is trading in 60 used Glock 19 handguns w/3 magazines each for a credit of $18,000.00 towards a purchase of new handguns for the Mahwah Police Department from Witmer Public Safety Group, Inc. on State Contract T0106; and

WHEREAS, by Resolution of the Governing Body, the Township may include the sale of property no longer needed for public use as part of the specifications to offset the price of a new purchase, as per N.J.S.A. 40A:11-36(7).

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mahwah that 60 used Glock 19 handguns w/3 magazines each be removed from the Township Fixed Asset Inventory; and

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution on file and available for inspection and will provide a copy to the Mayor, Business Administrator, QPA, CMFO, and Mahwah Chief of Police.

CERTIFICATION

I hereby certify that this resolution consisting of one page, was adopted at a meeting of the Township Council of the Township of Mahwah, on this 20th day of May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #201-24
DATE: May 20, 2024

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

WHEREAS, Mr. Michael Schnoll, is requesting permission to post 15 16" x 26" lawn signs in the Township right-of-ways; and

WHEREAS; said signs are to create awareness for Mary Jo Guinchard's campaign for US Congress; and

WHEREAS, signs will be posted for the period of May 21, 2024 through June 9, 2024; and

NOW, THEREFORE, BE IT RESOLVED the Township Council of the Township Mahwah hereby grants permission to Michael Schnoll to post 15 16" x 26" lawn signs in the Township right-of-ways for the period of May 21, 2024 through June 9, 2024. Requestor has provided the Municipal Clerk with a sample of the proposed sign.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 20th day of May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

MARY JO GUINCHARD

FOR

US CONGRESS

PAID FOR BY TEAM MARY JO

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #202-24
DATE: May 20, 2024

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

WHEREAS, Mr. Michael Schnoll, is requesting permission to post 50 16" x 26" lawn signs in the Township right-of-ways; and

WHEREAS; said signs are to create awareness for Christine Serrano Glassner's campaign for US Senate; and

WHEREAS, signs will be posted for the period of May 21, 2024 through June 9, 2024; and

NOW, THEREFORE, BE IT RESOLVED the Township Council of the Township Mahwah hereby grants permission to Michael Schnoll to post 50 16" x 26" lawn signs in the Township right-of-ways for the period of May 21, 2024 through June 9, 2024. Requestor has provided the Municipal Clerk with a sample of the proposed sign.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 20th day of May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President


Christine
SERRANO GLASSNER
FOR U.S. SENATE
★THE PRO-TRUMP CONSERVATIVE★
PAID FOR BY CHRISTINE SERRANO GLASSNER FOR US SENATE

RESOLUTION

TOWNSHIP OF MAHWAH
475 Corporate Drive
Mahwah, New Jersey 07430

Resolution #203-24
Date: May 20, 2024

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

BE IT RESOLVED by the Township Council of the Township of Mahwah, Mr. Christopher Hughes of 2 Matthew Place, Mahwah, New Jersey 07430 is hereby appointed as a Firefighter of the Mahwah Fire Department Fire Company #4.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Fire Chief and Firefighter Hughes.

CERTIFICATION

I hereby certify that this resolution consisting one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah on the 20th day of May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

ASSOCIATION #	COMPANY #	LINE #
FOR STATE OFFICE USE ONLY		

New Jersey State Firefighter's Association Application for Membership

Form 100 – REV 9/23

Date 5/13/24

Relief Association Name | Assoc. Number | Municipality | County

MAHWAH FIRE CO #4

Fire Company Name | Fire Department Name

Applicant Name: Christopher L. Hughes
First | Middle Initial | Last | Suffix

Home Address: 2 Matthew Place | Mahwah | 07430 | 25
Street | Municipality | Zip Code | # of years

Date of Birth [redacted] Birth Place [redacted]

Applicant Phone Number [redacted] Applicant Email Address [redacted] (REQUIRED)

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

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

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

Signature of Applicant (witnessed by a Notary Public): Christopher L. Hughes

State of New Jersey, County of Bergen

On 5/13, 2024 before me, Jodie H Meyer Notary Public in and for said county, personally appeared Christopher L. Hughes, (signer) who has satisfactorily identified himself/herself as the signer to the above referenced document.

My Commission Expires: _____ Jodie H Meyer
Notary Public Signature

JODIE H MEYER
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2169344
MY COMMISSION EXPIRES SEPT. 23, 2024

_____ Chad Meyer
Signature of Relief Association Secretary | Signature of Chief of Department

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

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

Signature of Municipal Clerk/Board of Fire Commissioners: _____

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

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

Form 100 – REV 9/23

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

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

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

Please Print

Name Christopher (First) L. (Middle Initial) Hughes (Last) Male (Sex)

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

Date Examined 03/07/2024 Examined at VMG 140 Franklin Tpke Ste 6A Waldwick, NJ. 07463

Address of office

201-447-3603 Nico Ferreras

Examiner's Phone # Print Examiner's Name Signature of Examiner

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

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

1134745094 Nico Ferreras

NPI Number Print Physician's Name

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

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

Local Relief Secretary Name Address Zip code

Leslie Wen

From: Mahwah Fire <mahwahfirechief@gmail.com>
Sent: Friday, May 3, 2024 12:44 PM
To: Leslie Wen; Carolyn George
Subject: Fwd: background

Background for Chris Hughes.

Cord

Begin forwarded message:

> **From:** Timothy Letavish <TLetavish@mahwahpd.org>
> **Date:** May 2, 2024 at 21:05:38 EDT
> **To:** Mahwah Fire <mahwahfirechief@gmail.com>
> **Subject: RE: background**

RESOLUTION

TOWNSHIP OF MAHWAH
475 Corporate Drive
Mahwah, New Jersey 07430

Resolution #204-24
Date: May 20, 2024

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

BE IT RESOLVED by the Township Council of the Township of Mahwah, Mr. John Hughes III of 2 Matthew Place, Mahwah, New Jersey 07430 is hereby appointed as a Firefighter of the Mahwah Fire Department Fire Company #4.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Fire Chief and Firefighter Hughes.

I hereby certify that this resolution consisting one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah on the 20th day of May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

ASSOCIATION #	COMPANY #	LINE #
FOR STATE OFFICE USE ONLY		

New Jersey State Firefighter's Association Application for Membership

Form 100 – REV 9/23

Date 5/13/24

Relief Association Name | Assoc. Number | Municipality | County

MAHWAH FIRE Co #4

Fire Company Name | Fire Department Name

Applicant Name: John (First) P (Middle Initial) Hughes (Last) III (Suffix)

Home Address: 2 Matthew Place (Street) Mahwah (Municipality) 07430 (Zip Code) 27 (# of years)

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

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

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

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

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

Signature of Applicant (witnessed by a Notary Public): [signature]

State of New Jersey, County of Bergen

On 5/13, 2024 before me, Jodie H. Meyer, Notary Public in and for said county, personally appeared John P. Hughes III (signer) who has satisfactorily identified himself/herself as the signer to the above referenced document.

JODIE H MEYER
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2169344
MY COMMISSION EXPIRES SEPT. 23, 2024

My Commission Expires

Jodie H Meyer
Notary Public Signature

Signature of Relief Association Secretary

Signature of Chief of Department

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

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

Signature of Municipal Clerk/Board of Fire Commissioners: _____

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

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

Form 100 – REV 9/23

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

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

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

Please Print

Name John (First) P. (Middle Initial) Hughes (Last) Male (Sex)

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

Date Examined 02/15/24 Examined at Valley Medical Group 140 Franklin Pike Wantage NJ 07463
Address of office

201-447-3603 (Examiner's Phone #) Nico Ferreras (Print Examiner's Name) (Signature of Examiner)

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

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

1134745094 (NPI Number) Nico Ferreras (Print Physician's Name)

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

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

Local Relief Secretary Name | Address | Zip code

Leslie Wen

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Mahwah Fire <mahwahfirechief@gmail.com>
Date: 5/2/24 7:20 PM (GMT-05:00)
To: Timothy Letavish <TLetavish@mahwahpd.org>
Subject: Re: background

[redacted]

Cord

> On May 2, 2024, at 11:32, Timothy Letavish <TLetavish@mahwahpd.org> wrote:
>
> John Hughes is all set.
>
> **From:** Mahwah Fire <mahwahfirechief@gmail.com>
> **Sent:** Thursday, April 4, 2024 5:00 PM
> **To:** Timothy Letavish <TLetavish@mahwahpd.org>
> **Subject:** Re: background

RESOLUTION

TOWNSHIP OF MAHWAH
475 Corporate Drive
Mahwah, New Jersey 07430

Resolution #205-24
Date: May 20, 2024

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

BE IT RESOLVED by the Township Council of the Township of Mahwah, Mr. Lorenzo Palombo of 5 James Brite Circle, Mahwah, New Jersey 07430 is hereby appointed as a Firefighter of the Mahwah Fire Department Fire Company #4.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Fire Chief and Firefighter Palombo.

I hereby certify that this resolution consisting one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah on the 20th day of May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

ASSOCIATION #	COMPANY #	LINE #
FOR STATE OFFICE USE ONLY		

New Jersey State Firefighter's Association Application for Membership

Form 100 – REV 9/23

Date 02/08/2024

Relief Association Name _____ Assoc. Number _____ MAHWAH Municipality BERGEN County

MAHWAH COMPANY 4 Fire Company Name

MAHWAH FIRE DEPARTMENT Fire Department Name

Applicant Name LORENZO First — Middle Initial — PALOMBO Last — Suffix

Home Address 5 JAMES BRITE CIRCLE Street — MAHWAH Municipality — 07430 Zip Code — 50 # of years

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

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

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

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

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

Signature of Applicant (witnessed by a Notary Public): _____

DANIEL CHIN
Notary Public - State of New J...
My Commission Expires May 29, 2...

State of New Jersey, County of NJ

On Feb 13, 2024 before me, Daniel Chin, Notary Public in and for said county, personally appeared _____, (signer) who has satisfactorily identified himself/herself as the signer to the above referenced document.

My Commission Expires: 5-29-25 _____ Notary Public Signature

_____ Signature of Relief Association Secretary

Carl Meyer Signature of Chief of Department

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

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

Signature of Municipal Clerk/Board of Fire Commissioners: _____

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

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

Form 100 – REV 9/23

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

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

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

Please Print

Name LORENZO Palombo

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

Date Examined 02-10-2024 Examined at One West Ridgewood Avenue Ste 203 Paramus, NJ 07652

Address of office

201 444-5807 S. Focella, MD

Examiner's Phone # Print Examiner's Name Signature of Examiner

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

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

NPI Number Print Physician's Name

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

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

Local Relief Secretary Name Address Zip code

Leslie Wen

From: Mahwah Fire <mahwahfirechief@gmail.com>
Sent: Friday, May 3, 2024 12:42 PM
To: Carolyn George; Leslie Wen
Subject: Fwd: APPLICANT

Background check for Lorenzo

Cord

Begin forwarded message:

> **From:** Christopher Fasulo <CFasulo@mahwahpd.org>
> **Date:** May 3, 2024 at 12:04:10 EDT
> **To:** MahwahFireChief@gmail.com
> **Subject: APPLICANT**
>
> LORENZO PALOMBO was in today for prints. All clear
>
> ***Detective Christopher Fasulo #1134***
> ***Township of Mahwah Police Department***
> ***Investigative Bureau***
> ***(201) 831-2022 (Desk)***
> ***(201) 529-0240 (Fax)***
> ***cfasulo@mahwahpd.org***
>
> The information contained in this communication including any attachments is from the Mahwah Police Department and should be considered privileged and confidential. It is intended only for the sole use of the designated persons or entities named as addressees. If you are not an intended recipient of this e-mail, any further review, dissemination, distribution, copying, or use of the information contained herein is strictly prohibited. If you have received this communication in error, please immediately notify the Mahwah Police Department at (201) 529-1000 to arrange for the return of this information.

RESOLUTION

TOWNSHIP OF MAHWAH
475 Corporate Drive
Mahwah, New Jersey 07430

Resolution #206-24
Date: May 20, 2024

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

BE IT RESOLVED by the Township Council of the Township of Mahwah, Mr. Michael Ciongoli of 46 Glen Gray Road, Mahwah, New Jersey 07430 is hereby appointed as a Firefighter of the Mahwah Fire Department Fire Company #4.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Fire Chief and Firefighter Ciongoli.

I hereby certify that this resolution consisting one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah on the 20th day of May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

CO#41

ASSOCIATION #	COMPANY #	LINE #
FOR STATE OFFICE USE ONLY		

New Jersey State Firefighter's Association Application for Membership

Form 100 – REV 9/23

Date _____

Relief Association Name | Assoc. Number | Municipality | County

MAHWAH FIRE CO#4

Fire Company Name | Fire Department Name

Applicant Name: Michael (First) A (Middle Initial) Ciongoli (Last) (Suffix)

Home Address: 46 glen gray road (Street) Mahwah (Municipality) NJ (Zip Code) 18 (# of years)

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

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

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

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

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

Signature of Applicant (witnessed by a Notary Public): _____

State of New Jersey, County of Bergen

On April 23, 2024 before me, Alexandra Bickel, Notary Public in and for said county, personally appeared Michael Ciongoli, (signer) who has satisfactorily identified ~~himself/herself as the signer to the above~~ referenced document.

My Commission Expires: 11/21/24 _____ Notary Public Signature

ALEXANDRA BICKEL
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 21, 2024

_____ Signature of Relief Association Secretary

_____ Signature of Chief of Department

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

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

Signature of Municipal Clerk/Board of Fire Commissioners: _____

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

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

Form 1.00 – REV 9/23

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

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

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

Please Print

Name Michael A. Ciongoli M

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

Date Examined 11/10/2023 Examined at 870 Palisades ave Teaneck NJ 07666
Address of office

201-591-2775 Examiner's Phone # | Virginia Azzariti, CPNP Print Examiner's Name | Virginia Azzariti CPNP Signature of Examiner

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

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

1831137918 NPI Number | Dora I. Solden, MD Print Physician's Name

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

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

Local Relief Secretary Name | Address | Zip code

Optum
870 Palisade Avenue
Suite 201
Teaneck, NJ 07666
Tel: 201-591-2775 * Fax: 201-591-5199

Carolyn George

From: Mahwah Fire <mahwahfirechief@gmail.com>
Sent: Tuesday, May 7, 2024 4:45 PM
To: Carolyn George; Leslie Wen
Subject: Fwd: APPLICANT

New Application for Co4

Cord

Begin forwarded message:

> **From:** Christopher Fasulo <CFasulo@mahwahpd.org>
> **Date:** April 29, 2024 at 09:20:25 EDT
> **To:** MahwahFireChief@gmail.com
> **Subject: APPLICANT**
>
> MICHAEL A. CIONGOLI was in for fingerprints today. No criminal history

Detective Christopher Fasulo #1134
Township of Mahwah Police Department
Investigative Bureau
(201) 831-2022 (Desk)
(201) 529-0240 (Fax)
cfasulo@mahwahpd.org

The information contained in this communication including any attachments is from the Mahwah Police Department and should be considered privileged and confidential. It is intended only for the sole use of the designated persons or entities named as addressees. If you are not an intended recipient of this e-mail, any further review, dissemination, distribution, copying, or use of the information contained herein is strictly prohibited. If you have received this communication in error, please immediately notify the Mahwah Police Department at (201) 529-1000 to arrange for the return of this information.

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #207-24
DATE: May 20, 2024

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

BE IT RESOLVED by the Township Council of the Township of Mahwah, James Veneck of 14 Mohawk Trail, Mahwah, New Jersey 07430 is hereby appointed as a Junior Firefighter of the Mahwah Fire Department Fire Company #4.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Fire Chief and Jr. Firefighter Veneck.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 20th day of May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

Mahwah Fire Department Jr. Firefighter Membership Application

Company # 4 Date: 5/6/2024

Name James D Veneck
First Initial Last

Present Address 14 Mohawk trail Mahwah 07430
Number Street Town Zip Code

For [redacted] Years Name of School [redacted] Grade [redacted]

Birth Dat[redacted] SS# [redacted] Home Phone No. [redacted]

Have you ever been found guilty of or pleaded guilty to a criminal offense or are there any pending criminal charges against you? no

If so, explain on an attached sheet the nature, date and disposition of the charges.

Parent or Guardian's Name Isabella Sciaino

Parent or Guardian's Address 14 Mohawk Trail Mahwah, NJ 07430

State of New Jersey County of Passaic: ss:

James D Veneck & Isabella Sciaino being duly sworn, doth depose and says that the above statements are true to the best of their knowledge and belief,

Sworn to me this 6 day of May, 2024

Signature of Notary

ASHOK K GHOSH
Notary Public - State of New Jersey
Commission # 2331520
My Comm. Expires 7/15/2025

Municipal Approval

We hereby certify that this applicant was admitted to active membership in the department and has been approved by the governing body of the Township of Mahwah on the ____ day of _____, 199___.

Signature of Municipal Clerk

Signature of Chief - Fire Department

Junior Firefighter application must accompany a physical examination, a consent and release form and a medical waiver.

Physical Test Record

To Be Filled Out By a Physician Licensed In The State Of N.J. And Returned to the Battalion Chief in the Company of the Mahwah Fire Department The Individual Is Applying. All Sections Must Be Properly Filled Out or The Application Will Be Returned.
Please Print

Name James _____ Veneck _____
First Initial Last Sex

I Certify that as a Practicing Physician in the State of N.J., The Applicant is Free From any Acute or Chronic Disease and Has No Physical Defects That would hinder His/Her Ability to Perform the Duties of a Firefighter.

Date Examined 8/31/2023 Examined At VALLEY MEDICAL GROUP
140 FRANKLIN TURNPIKE
WALDWICK, NJ 07463
Address of Office
(P) 201-447-3603 • (F) 201-447-5184

Physician's Phone Number

Michael A Williams Heap, NP
Print Physician's Name

Signature of Physician

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #208-24
DATE: May 20, 2024

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

WHEREAS, Allison Wolfson and Matthew Wolfson, owners of the property located at 70 Peterson Place, Mahwah, New Jersey 07430 (Block 139, Lot 50.05), have requested permission from the Township Council to place a fence within the municipal drainage easement on their property; and

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

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

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

1. The Township Council consents to the request of Allison Wolfson and Matthew Wolfson for permission to install a fence within the municipal drainage easement located on their property at 70 Peterson Place, Mahwah, New Jersey 07430 (Block 139, Lot 50.05), conditioned upon the parties entering into the attached License Agreement to be recorded with the Bergen County Clerk's Office at the property owners' expense.
2. This resolution shall take effect immediately.

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 20th day of May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

LICENSE AGREEMENT

THIS AGREEMENT is made on _____, 2024 by and between:

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

("Licensor" or "Township")

and:
ALLISON WOLFSON & MATTHEW WOLFSON
70 Peterson Place
Mahwah, New Jersey 07430

("Licensees" or "Owners")

WITNESSETH:

WHEREAS, ALLISON WOLFSON AND MATTHEW WOLFSON are the owners of property located at 70 Peterson Place, Mahwah, New Jersey, designated as Block 139, Lot 50.05 on the Township of Mahwah Tax Maps (the "Property") and as further depicted in a survey attached hereto as Exhibit A; and

WHEREAS, Owners or their predecessors-in-title previously granted and conveyed to the Township a municipal drainage easement (the "Township Easement") upon the Property, as further depicted in Exhibit A; and

WHEREAS, Owners have requested that the Township grant them a license for access and use of the Township Easement to erect a fence in the Township Easement, as depicted in Exhibit A; and

WHEREAS, the Township desires to grant Owners the license over the Township Easement, subject to the terms and conditions set forth in this License Agreement (the "Agreement"), including that Owners provide continued access to the Township for that portion of the Property where the Township Easement is located.

NOW, THEREFORE, IN CONSIDERATION OF the sum of ONE DOLLAR ($1.00), and the mutual undertakings herein, the Township herby gives, grants and conveys to Owners, a license for the purpose of permitting access and use of a portion of the Township Easement as further described in Exhibit A, attached hereto, and for the purposes as hereinafter set forth.

1. Licensees shall be responsible for the maintenance of the fence placed in the portion of the Township Easement that is the subject of this Agreement. However, the granting of this license does not prejudice or preclude the Township's right to enter upon the Township's

Easement for any reason whatsoever, including to maintain, construct, operate, repair, replace or remove said sanitary sewer and facilities and appurtenances thereto. Licensor shall provide Licensees with forty-eight (48) hour advance written notice prior to entering upon the Property, except in the case of an emergency.

2. Licensees desire to erect a four-foot (4') fence within the Township Easement located on the Property. The maximum permitted height of said fence in the front yard shall be four feet (4'). Licensees shall not erect, place, plant, permit or allow growth or obstructions that would interfere with the use of the Township Easement or impair Licensor's ability to access same for the purposes stated herein, its intended purposes, or prohibit access by Licensor. Licensees shall not damage any drainage improvements within the Township Easement.

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

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

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

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

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

8. This Agreement contains the entire Agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto relating to the subject matter hereof. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement. No representations, warranties, covenants or conditions expressed or implied, whether by statute or otherwise, other than as set forth herein have been made by any party hereto.

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

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

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

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

WITNESS/ATTEST:

TOWNSHIP OF MAHWAH/LICENSOR

_____

Carolyn George, RMC
Township Clerk

By: _____
James Wysocki, Mayor

WITNESS/ATTEST:

LICENSEE

_____

By: _____

WITNESS/ATTEST:

LICENSEE

_____

By: _____

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

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

I CERTIFY that on , 2024 CAROLOYN GEORGE personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the CLERK of the TOWNSHIP OF MAHWAH, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is JAMES WYSOCKI, the MAYOR of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Council; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to
before me this day
of , 2024.

_____
Carolyn George, RMC
Township Clerk

_____
(Notary sign, seal, stamp)

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

I CERTIFY that on _____, 2024, _____ personally came before me and acknowledged under oath, to my satisfaction:

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

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

_____

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

I CERTIFY that on _____, 2024, _____ personally came before me and acknowledged under oath, to my satisfaction:

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

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

_____

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

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #209-24
DATE: MAY 20, 2024

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

WHEREAS, the purpose of this Resolution is to recognize National Gun Violence Awareness Day and to commit to prevent gun violence; and

WHEREAS, the purpose of this Resolution is to:

(1) Express condolences and support for victims of gun violence and their families,
(2) Express support for law enforcement officers and other first responders who protect our community and whose lives are put at greater risk due to the proliferation of illegal firearms,
(3) Express support for local gun buyback programs,
(4) Express its firm belief that solutions to end gun violence must be multi-faceted and include consideration of everything from mental health issues to violent "entertainment" to firearm availability,
(5) Call on all National, State, and Local Community Leaders to work together, in a spirit of cooperation, to find solutions to end gun violence, particularly as it affects children; and
(6) Call on members of the Township of Mahwah to engage each other in a civil, reasonable, productive discussion on ways we can prevent gun violence in our community; and

WHEREAS, to help honor Hadiya Pendleton, a teenager who marched in President Obama's second inaugural parade and was tragically shot and killed just a week later, and the many other victims of gun violence, a national coalition of organizations has designated June 2, 2023, as the Ninth Annual National Gun Violence Awareness Day; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to Wear Orange on June 2nd to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 2nd, Americans will raise awareness about gun violence and honor the lives and lost human potential of Americans stolen by gun violence.

NOW, THEREFORE, BE IT RESOLVED the Township Council of the Township of Mahwah does hereby recognize June 2, 2023 as National Gun Violence Awareness Day; and

BE IT FURTHER RESOLVED, that copies of this Resolution be forwarded to President Biden, Vice President Harris, Senator Menendez, Senator Booker, Governor Murphy, County Executive Tedesco, Board of County Commissioners, the Municipalities of Bergen County, the Township of Mahwah Board of Education and the New Jersey State League of Municipalities.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 20th day of May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #210-24
DATE: May 20, 2024

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

A RESOLUTION AUTHORIZING THE AMENDMENT OF THE CONTRACT FOR THE SITE PLAN & PERMITTING FOR THE NEW MAHWAH TOWNSHIP PUBLIC WORKS FACILITY

WHEREAS, the Township of Mahwah awarded an Annual Professional Service contract to Boswell Engineering as Township Engineer for the year 2024; and

WHEREAS, Resolution #200-22 dated June 2,2022 established a contract not-to-exceed $98,100 to perform Engineering Services in connection with the New Public Works Facility Project (Task 1,2&3) and

WHEREAS, the Township has determined it requires services that will exceed the not-to-exceed contract of $98,100, and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds in Account #04-215-55-959-881942;

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Mahwah consents to a contract amendment in the amount of $30,000 for Engineering Services, and

BE IT FURTHER RESOLVED, that a contract not-to-exceed is hereby amended to $128,100.00 for Engineering Site Plan & Permitting services, and

BE IT FURTHER RESOLVED, that the contract amount of $128,100.00 for Engineering Site Plan & Permitting Services for the New Mahwah Township Public Works Facility shall not be exceeded without further authorization of the Governing Body and the CMFO has certified that funds are available; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid Contract Amendment in a form to be approved by the Township Attorney; and

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that this Contract Amendment be made available for inspection with this Resolution by the Township Clerk in the office of the Township Clerk who shall forward a copy of this Resolution to the Business Administrator; CMFO; QPA; Administrative Support Specialist; and Boswell Engineering, 330 Phillips Ave. P.O Box 3152 South Hackensack, N.J. 07606

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 20th day of May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #211-24
DATE: MAY 20, 2024

Name	Motion	Second	Yes	No	Abstain	Absent
Arlemma						
Bolan						
Donigian						
Ferguson						
Paz						
Wong						
May						

WHEREAS, in accordance with N.J.S.A. 40A:12-14, the Township of Mahwah formally advertised MTB #22-07 to lease a portion of municipally owned property on MacArthur Boulevard for the construction of a tower and leasing of space by multiple tenants; and

WHEREAS, by Resolution #151-22 adopted on April 7, 2022, the Township awarded a contract to New Line Networks, LLC as Lead Bidder to build the tower and be the primary tenant, in the amount of $401,000.00 per year; and to McKay Brothers, LLC as co-locater on the tower, in the amount of $121,000.00 per year; and

WHEREAS, due to breach of contract by the Lead Bidder for failing to build the tower and otherwise comply with the contract, the Township desires to cancel the contracts previously awarded to New Line Networks, LLC and McKay Brothers, LLC.

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

1. The contract awarded on April 7, 2022 to New Line Networks, LLC pursuant to MTB #22-07 for an annual rent of $401,000.00 is hereby cancelled for breach of contract for failing to build the tower and otherwise comply with the bid specifications.
2. The contract awarded on April 7, 2022 to McKay Brothers, LLC pursuant to Bid MTB #22-07 for annual rent of $121,000.00 is hereby cancelled.

3. The Township Clerk shall forward copies of this Resolution to the Township Business Administrator, QPA, New Line Networks, LLC, 600 W. Chicago Ave., Suite 600, Chicago IL 60654, and McKay Brothers, LLC, 2355 Broadway Suite 206, Oakland, CA, 94612.
4. The Township is hereby authorized pursuant to the Local Public Contracts Law to rebid the contract.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 20th day of May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #212-24
DATE: MAY 20, 2024

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

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT WITHOUT COMPETITIVE BIDDING TO TANK SOLUTIONS TO PERFORM A PHASE II ENVIRONMENTAL SITE ASSESSEMENT FOR 93 FRANKLIN TURNPIKE (BLOCK 70 LOT 40), 109 CEDAR HILL AVENUE (BLOCK 70 LOT 37) AND 111 CEDAR HILL AVENUE (BLOCK 70 LOT 38) (LOTITO PROPERTIES)

WHEREAS, the Township of Mahwah has a need for a Phase II Environmental Site Assessment in connection with the purchase of properties known as 93 FRANKLIN TURNPIKE (BLOCK 70 LOT 40), 109 CEDAR HILL AVENUE (BLOCK 70 LOT 37) AND 111 CEDAR HILL AVENUE (BLOCK 70 LOT 38) (Lotito properties); and

WHEREAS, the Township wishes to retain Tank Solutions to perform such services, in accordance with their proposal attached hereto; and

WHEREAS, the maximum amount for services under this contract shall not exceed a total of $19,950 for all three properties; and

WHEREAS, the Township's Chief Financial Officer has certified that funds are available for this purpose; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. §40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contract itself be available for public inspection.

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

1. A contract with Tank Solutions is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. § 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.

2. ATD Consultants shall provide a Phase 1I Environment Site Analysis to the Township for 93 FRANKLIN TURNPIKE (BLOCK 70 LOT 40), 109 CEDAR HILL AVENUE (BLOCK 70 LOT 37) AND 111 CEDAR HILL AVENUE (BLOCK 70 LOT 38) (Lotito properties) as set forth in their proposal dated March 15, 2024 for a total fee not to exceed $19,950 for all three properties.

3. A notice of this action shall be printed once in the legal newspaper of the Township of Mahwah as required by law.

4. A copy of this Resolution shall be provided to Chief Financial Officer and to Tank Solutions for their information and guidance.

This Resolution shall take effect immediately.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 20th day of May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

Tank Solutions
Oil Tank Exports

180 Market St., Kenilworth, NJ 07033
Tel: (908) 964-2717 Fax: (908) 964-4244
NJDEP License # US00334
NJ Business Registration # 0106912

May 16, 2024

Benjamin Kezmarsky
Town Administrator
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

Re: Phase II ESA
Location: 93 Franklin Turnpike (110 Cedar Hill Avenue), 109 & 111 Cedar Hill Avenue
Mahwah, Bergen County

Dear Mr. Kezmarsky;

It was a pleasure speaking with you regarding the upcoming purchase by the City of Mahwah of the above referenced properties. Based upon the Phase I Environmental Site Assessment recommendations & conclusions, Tank Solutions is pleased to submit the following proposal for your review. The scope of work includes the following:

TASK #1 Site Wide Geophysical Survey

1) Supply all necessary equipment and labor perform a site wide ground penetrating radar survey to locate USTs, septic tanks and any buried utilities at all three parcels.
2) Prepare Summary Report of Findings

TASK #2 Soil Delineation – for UST Closure Report for Former UST System

1) Mobilize to the site a geoprobe direct push unit with NJ Licensed Driller to install (15) soil borings in and around the locations of the former tanks and interior area of potential concern associated with the former mechanic operation.
2) Under LSRP oversight, each boring will be inspected and field screened for evidence of contamination. Select locations will be sampled and directed to a NJ Certified Laboratory for analysis.
3) Testing parameters may include but not be limited to EPH Category 1, EPH Category 2, Volatile Organics & Heavy Metals.

Tank Solutions
Oil Tank Exports

180 Market St., Kenilworth, NJ 07033
Tel: (908) 964-2717 Fax: (908) 964-4244
NJDEP License # US00334
NJ Business Registration # 0106912

TASK #3 Groundwater Sampling for UST Closure Report for Former UST System

1) Access existing monitor wells installed during the original UST closure event.
2) Re-develop wells and remove any sediment.
3) Collect one discrete groundwater sample for analysis at a NJ Certified Laboratory.
4) Testing Parameters to included Volatile Organics, Base Neutral Organics SIMS and Total Lead.

TASK #4 Remedial Action Report Submission

Data Evaluation and Compliance Determination for both soil and groundwater sample results by our LSRP to determine if a Remedial Action Report is able to be submitted for review to the NJDEP UHOT program for issuance of the No Further Action Letter for the former UST system and case closure.

For areas of concern other than USTs, Data Evaluation and Compliance Determinations will be summarized with recommendations for additional sampling and/or remediation if required.

ESTIMATED PROJECT COST: $ 19,950.00 for Tasks 1-4

PAYMENT TERMS

1) A deposit is due upon signing of this contract: $ 5,000.00
2) Progress Invoice will be presented upon return of laboratory test reports
3) Final payment due upon release of final report.
4) Note this proposal if for professional services therefore Prevailing Wage Rates do not apply.

TERMS AND CONDITIONS

I. Tank Solutions will call in for underground utilities to be marked out by NJ One Call system as required by law. Any private utilities and/or drainage systems are the responsibility of the client to locate (lamp posts, gas grills, drainage systems, sprinkler systems, sewer lines, etc.) We will take all care to avoid damaging any underground utilities/systems, including sprinkler systems, and cannot be held responsible for breakage or reconnection of any utilities/systems at the site.
II. Tank Solutions reserves the right to reschedule your project due to inclement weather or building department cancellations.

Please sign this proposal and return it to our office with the deposit required. By signing below, you agree to all the terms outlined in the proposal. The customer agrees to pay all legal, administrative or collection costs Tank Solutions may incur while pursuing any past due payments.

Tank Solutions
Oil Tank Experts

180 Market St., Kenilworth, NJ 07033
Tel: (908) 964-2717 Fax: (908) 964-4244
NJDEP License # US00334
NJ Business Registration # 0106912

Site work will be scheduled within 5 days from receipt of signed proposal and deposit.

Estimated Time to Complete Site Work: 1 Day

Laboratory Turnaround Time: 10 working Days

Final Report and/or Summary of Findings with Recommendations: 30 Days from Receipt

Sincerely,

Karen D. Lacey, LSRP #591401
Environmental Compliance Manager
TANK SOLUTIONS

Client Signature: _____ Date: _____

Please indicate below if there is a Real Estate Closing at the above address.

Closing: _____Yes _____No Closing Date: _____

Cc: Sue DeJessa – Dorsey & Semrau

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #213-24
DATE: MAY 20, 2024

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

RESOLUTION AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE CONTRACTS OF SALE DATED NOVEMBER 27, 2023 AND PROCEEDING WITH DUE DILIGENCE RELATED TO THE ACQUISITION OF 93 FRANKLIN TURNPIKE, 109 CEDAR HILL AVENUE AND 111 CEDAR HILL AVENUE

WHEREAS, the Township has sought to purchase the properties known as 109 Cedar Hill Avenue, 111 Cedar Hill Avenue and 93 Franklin Turnpike (110 Cedar Hill Avenue) for the amount of $3,000,000; and

WHEREAS, the Township is undergoing its due diligence whereby the municipality may further investigate the conditions at the properties and may choose, at its own discretion and without cause, to cancel the contract to purchase said properties provided it notify the sellers by August 1, 2024; and

WHEREAS, the acquisition of these properties is an integral part of the Township's Affordable Housing obligation in order to minimize future high-density development within the Township; and

WHEREAS, the Township had previously authorized the Contract of Sale and now wishes to authorize an Addendum which will clearly provide that the municipality has the right to cancel the contract of sale at the conclusion of its due diligence investigation as long as said decision is made no later than August 1, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, that the Mayor is hereby authorized to execute the Addendum to the Contract of Sale as set forth herein for the purchase of the properties known as 109 Cedar Hill Avenue, 111 Cedar Hill Avenue and 93 Franklin Turnpike (110 Cedar Hill Avenue).

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah on the 20th day May, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

SECOND ADDENDUM TO THE CONTRACT OF SALE
BETWEEN
JOSEPHINE LOTITO AND THE TOWNSHIP OF MAHWAH
DATED NOVEMBER 27, 2023 AND THE ADDENDA DATED MARCH 5, 2024
FOR THE PROPERTIES KNOWN AS FRANKLIN TURNPIKE AND 109 CEDAR HILL AVENUE
AND THE CONTRACT OF SALE BETWEEN EDWARD AND FILOMENA PUZIO AND
THE TOWNSHI OF MAHWAH DATED NOVEMBER 29, 2023 AND THE ADDENDUM
DATED MARCH 5, 2024 FOR THE PROPERTY KNOWN AS 111 CEDAR HILL AVENUE

1. Wherever a conflict in terms occur between the original contract and this Second Addendum, the language in this Second Addendum shall prevail.

2. For the purposes of clarity, this Addendum is specifically conditioned on the Township being satisfied with the results of its due diligence investigation of all of the aforesaid properties. Moreover, recognizing that the Sellers have advised that they will not contribute any funds towards any due diligence items, such as an environmental clean-up, the Township **reserves all rights to cancel these contracts as a result of its due diligence investigation of all the aforesaid properties. Said due diligence date is extended to August 1, 2024.**

3. **The Township can cancel these contracts without cause or specific environmental clean-up concerns or cost limitations.**

4. The Township represents that it has completed a Phase I analysis for each of the properties and the Township is now proceeding with a Phase II analysis in accordance with its due diligence investigations of the properties.

5. The Township shall have until August 1, 2024 to complete its funding contingency as it will then have an understanding as to the potential costs as a result of its due diligence investigations of the properties. Here to, in the event the Township decides not to proceed, it may in good faith the contract without cause as long as the cancellation is effectuated by August 1, 2024.

6. The Township agrees to permit the Sellers to remain in their residences at 109 and 111 Cedar Hill Avenue for up to three (3) months after closing of title.

7. Providing that the Township proceeds with the Contract, it is expected that the closing will occur on or about October 1, 2024.

8. It is also understood that the Contracts may not be bifurcated. All three properties must be sold together. Accordingly, the Township is not entitled to purchasing one or two of the properties. This is a transaction for all three (3) properties to be sold to the Township.

9. The Township of Mahwah, at its discretion, has the right to assign the terms of the Contract to a third party which assignment would be done by way of novation.

10. Extensions of time as set forth in the Contract shall be extended for good cause.

SIGNED AND AGREED TO BY:

WITNESS:

_____ By: _____

Vincas M. Vyzas, Esq. Josephine Lotito Dated

_____ _____

Vince M. Vyzas, Esq. Edward Puzio Dated

_____

Filomena Puzio Dated

TOWNSHIP OF MAHWAH, Buyer

_____ By: _____

Dated

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #214-24
DATE: May 20, 2024

Name	Motion	Second	Yes	No	Abstain	Absent
Arlemma						
Bolan						
Donigian						
May						
Paz						
Wong						
Ferguson						

RESOLUTION AUTHORIZING APPROVAL OF A BID AWARD FOR MAHWAH TOWNSHIP AFFORDABLE HOUSING HOME IMPROVEMENT PROGRAM CASE #MAWA-2305 (7 ALCOTT ROAD)

WHEREAS, the Township of Mahwah has a rehabilitation program titled the Home Improvement Program ("HIP"), which program complies with all applicable laws, including but not limited to, New Jersey Council on Affordable Housing regulations (N.J.A.C. 5:97-6.2) and Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1); and

WHEREAS, the HIP facilitates the promotion of affordable housing in the Township; and

WHEREAS, the Township has retained CGP&H, a professional affordable housing consultant, to administer the HIP; and

WHEREAS, CGP&H's Program Inspector prepared a program scope of work ("Work Scope") for a moderate-income individual who is a Township resident seeking to participate in the HIP (Case # MAWA-2305), and who meets the program eligibility requirements; and

WHEREAS, the Program Inspector sent the Work Scope out to bid on February 27, 2024 and received three (3) bids within the bid deadline, which bids were opened on April 11, 2024; and

WHEREAS, the Program Inspector reviewed the bids and determined that the lowest contractor bid of $20,500 was a qualified bid within 15% of his cost estimate; and

WHEREAS, CGP&H accordingly seeks to award the job to the lowest responsible bidder, A-Plus Construction, Inc; and

WHEREAS, A-Plus Construction, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that A-Plus Construction, Inc., has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the construction work, once completed, will bring the 7 Alcott Road up to Code, enabling the Township to receive the State rehabilitation credit for Case #MAWA-2305; and

WHEREAS, the Chief Financial Officer has provided a Certification as To Availability of Funds in the Affordable Housing Trust Account # 24-287-56-000-011.

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

1. The Township hereby approves the bid package from A-Plus Construction, Inc of Lincoln Park, New Jersey, for the reasons set forth in this Resolution.

2. The Township hereby awards the attached bid in the amount of $20,500 to A-Plus Construction, Inc with $600 being paid by the homeowner.

3. Upon the execution of this Resolution, the HIP shall continue to process Case # MAWA-2305, including but not limited to, scheduling a construction agreement signing and loan closing, and placing a HIP lien on the residence for a ten-year forgivable loan of $19,900.

4. A copy of this resolution shall be forwarded to David May, Municipal Housing Liaison, the Township's Chief Financial Officer, and CGP&H, 1249 South River Road, Suite 301, Cranbury, NJ 08512-3633.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson III
Council President