

**TOWNSHIP OF MAHWAH
COMBINED WORK SESSION AND PUBLIC MEETING AGENDA
MONDAY, DECEMBER 9, 2024**

Honorable Anthony J. Gianni Jr. Chambers
Richard J. Martel Municipal Center
475 Corporate Drive, Mahwah, New Jersey

7:00 pm

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

RECOGNITION OF SERVICE

North Carolina Hurricane Relief

PRESENTATION

Frank Covelli, PIA World Insurance Company

WORK SESSION

SUBMISSION OF BILLS AND CLAIMS

ENGINEERING

- 1a. Award of Bid; Commodore Perry Fence Improvement Project; MTB #24-04; MA-1974
- 1b. Written Status Report

ADMINISTRATION

- 2a. Authorization; BCIA Payment #62 MAST; DPW Project
- 2b. Authorization; Disbursement of Funds from the BCIA DPW Project; Payment #63; DiGeronimo
- 2c. Authorization; Accept Subgrant Award; from New Jersey Department of Law and Public Safety, Office of the Attorney General; Mahwah OEM
- 2d. Authorization; Execution of an Order of Provisional Authorization and Designation of an Acting Municipal Court Administrator Between the Municipality of Mahwah and the Municipality of Ramsey
- 2e. Water and Sewer Reimbursements; 1019 Crown Court, 701 Ramapo Valley Road and 1264 Mulberry Drive
- 2f. Authorizing Refund of Certain Overpayments; Tax Collection Department; 50 North Railroad Avenue
- 2g. Authorization; Execution of Shared Service Agreement; Maintenance and Repair of Vehicles; Borough of Paramus; January 1, 2025 to December 31, 2025
- 2h. Authorization; Award of 2025 Animal Control Services Contract; Tyco Municipal Animal Control, LLC

ADMINISTRATION (Continued)

- 2i. Authorization; 2025- 2026 Bergen County CDBG Application and Contract; Improvements to Karen Drive and Lynn Terrace
- 2j. Resolution Renewing Group Dental Benefits Program for Eligible Employees and Covered Dependents Through Delta Dental of New Jersey, Inc.
- 2k. Authorization; Renewal; Township's Partially Self-Funded Health Benefits Program
- 2l. Resolution Authorizing the Mayor of the Township of Mahwah to Sign Letters to the Board of Public Utilities in Support of and On Behalf of Community Solar Project Applicants
- 2m. Award of Bid; Fire Department Hurst EDraulic Extrication Tools and Related Rescue Equipment, MTB #24-18

TOWNSHIP COUNCIL/MUNICIPAL CLERK

- 3a. Jr. Firefighter Application; Fire Company #2; M. Picciallo

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

Combined Work Session Meeting Minutes of November 25, 2024

REPORTS OF TOWNSHIP COUNCIL and MUNICIPAL CLERK

TOWNSHIP COUNCIL; COMMENTS, COMMUNICATIONS AND REPORTS OF SUBCOMMITTEES

REPORTS OF MAYOR and BUSINESS ADMINISTRATOR

PUBLIC PORTION

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- Speakers may only speak once during each Public Portion

ORDINANCES – INTRODUCTIONS

- #2047 An Ordinance of the Township of Mahwah, County of Bergen, State of New Jersey, Authorizing the Acquisition by Negotiated Purchase or Through the Use of Eminent Domain of Any and All Necessary Cell Tower/Antenna and Related Interests in Block 26, Lot 2 (Including Block 26, Lots 10 & 11)
- #2048 An Ordinance of the Township of Mahwah Vacating a Portion of Jefferson Street Between the Southern Sideline of Fairmount Avenue and the Northern Sideline of Edison Road Which is a Certain Street Never Opened or Constructed and Deemed a Paper Street

ORDINANCES – PUBLIC HEARINGS

- #2043 An Ordinance Setting Salaries for White Collar, Management and Non-Union Employees
- #2044 An Ordinance Setting Salaries for Blue Collar Employees
- #2045 An Ordinance Setting Salaries for Sworn Officers of the Police Department 2025
- #2046 An Ordinance of the Township of Mahwah, County of Bergen, State of New Jersey, Amending the Township Code to Establish a New Article IV Entitled “Lead-Based Paint Hazard Inspection Requirements for Rental Dwellings” in Order to Establish a Lead-Based Paint Hazard Inspection Program

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

- #425-24 Award of Bid; Commodore Perry Fence Improvement Project; MTB #24-04; MA-1974
- #426-24 Authorization; BCIA Payment #62 MAST; DPW Project
- #427-24 Authorization; Disbursement of Funds from the BCIA DPW Project; Payment #63; DiGeronimo
- #428-24 Authorization; Accept Subgrant Award; from New Jersey Department of Law and Public Safety, Office of the Attorney General; Mahwah OEM
- #429-24 Authorization; Execution of an Order of Provisional Authorization and Designation of an Acting Municipal Court Administrator Between the Municipality of Mahwah and the Municipality of Ramsey
- #430-24 Water and Sewer Reimbursements; 1019 Crown Court, 701 Ramapo Valley Road and 1264 Mulberry Drive
- #431-24 Authorizing Refund of Certain Overpayments; Tax Collection Department; 50 North Railroad Avenue
- #432-24 Authorization; Execution of Shared Service Agreement; Maintenance and Repair of Vehicles; Borough of Paramus; January 1, 2025 to December 31, 2025
- #433-24 Authorization; Award of 2025 Animal Control Services Contract; Tyco Municipal Animal Control, LLC

CONSENT AGENDA (continued)

- #434-24 Authorization; 2025- 2026 Bergen County CDBG Application and Contract; Improvements to Karen Drive and Lynn Terrace
- #435-24 Resolution Renewing Group Dental Benefits Program for Eligible Employees and Covered Dependents Through Delta Dental of New Jersey, Inc.
- #436-24 Authorization; Renewal; Township's Partially Self-Funded Health Benefits Program
- #437-24 Resolution Authorizing the Mayor of the Township of Mahwah to Sign Letters to the Board of Public Utilities in Support of and On Behalf of Community Solar Project Applicants
- #438-24 Jr. Firefighter Application; Fire Company #2; M. Picciallo
- #439-24 Award of Bid; Fire Department Hurst EDraulic Extrication Tools and Related Rescue Equipment, MTB #24-18

OLD BUSINESS

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

NEW BUSINESS**RESOLUTION**

- #440-24 Closed Session Resolution

CLOSED SESSION

- C1. Contract Negotiations; Lotito Property – 93 Franklin Turnpike

ADJOURNMENT

THIS AGENDA IS SUBJECT TO CHANGE

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #401-24
DATE: November 7, 2024

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

WHEREAS, Hurricane Helene devastated areas of the western part of North Carolina in October 2024; and

WHEREAS, Mayor James Wysocki contacted an associate in Asheville, North Carolina and was briefed on the conditions in the area; and

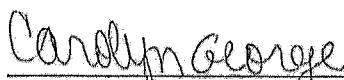
WHEREAS, Mayor Wysocki called for assistance from members of the Mahwah Police Department, Mahwah Department of Public Works, Suffern Mayor, Suffern Department of Public Works, Mahwah Emergency Medical Services, Mahwah Boy Scouts and Cub Scouts, members of the community, and members of the volunteer Fire Department to gather donations to be sent to the devastated communities of western North Carolina; and

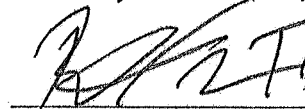
WHEREAS, Ridgewood Moving Services of Mahwah, New Jersey generously provided use of its company headquarters, supplies and vehicles to serve as a gathering point for donations; and

WHEREAS, Mahwah Battalion Chief Christopher Konash, a member of Mahwah Company 4 and a Technical Information Specialist on NJ Task Force 1 Search and Rescue, was deployed to Asheville, North Carolina, for assistance with the aftermath of Hurricane Helene, and

NOW, THEREFORE, BE IT RESOLVED, that the members of the Mahwah Township Council hereby acknowledge with deepest gratitude the collective efforts of Mayor James Wysocki, Mayor of Suffern, Battalion Chief Christopher Konash, members of the Mahwah PBA Local #143, members of the Mahwah DPW, members of Suffern DPW, members of Mahwah EMS, members of the Mahwah Volunteer Fire Department, members of Mahwah Cub Scout Pack 258 and Boy Scouts BSA Mahwah Troop 50 and Troop 258, Mahwah residents and friends from surrounding communities, and Ridgewood Moving Services, to assist individuals in Western North Carolina whose lives were upended by Hurricane Helene.

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 7th day of November, 2024.


Carolyn George, RMC
Municipal Clerk


Robert M. Ferguson, III
Council President



MICHAEL J. KELLY, P.E.
Township Engineer

Township Of Mahwah

DIVISION OF ENGINEERING
475 Corporate Drive
Mahwah, NJ 07430

1a.

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

December 5, 2024

Mr. Ben Kezmarsky
Township Business Administrator
Township of Mahwah
Municipal Building
475 Corporate Drive
Mahwah, New Jersey 07430

Re: Commodore Perry Fence Improvement Project
Recommendation of Award
Township of Mahwah
Bergen County, New Jersey
Bid No. MTB-24-04
Our File No. MA-1974

Dear Mr. Kezmarsky,

On December 3, 2024, the Township of Mahwah solicited bids for the above referenced project, received and read same at Township Hall. Seven (7) bidders submitted proposals for the above referenced work. Attached hereto for your use is a copy of the Bid Summary for this project.

The project involves the removal and replacement of the chain-link fence for the courts and to remove the chain-link and wooden fence and replace with a six (6') foot high solid vinyl fence at the southside at Commodore Perry Field.

Based on our review of the bids submitted, we find WBE Fence Company of Brewster, NY in the amount of \$99,660.00 to be the lowest responsive bidder. It should be noted that this bid amount is below the Engineer's Estimate of \$140,000.00 for this work. We reviewed the qualifications submitted by WBE Fence Company and find them to be in order.

The apparent low bid submitted by Challenge Fence, Inc. was determined to be nonresponsive since they failed to submit a properly executed Consent of Surety. It is recommended that their bid be rejected.

We hereby recommend award of this project to WBE Fence Company at the December 9, 2024 Council Meeting.

Mr. Benjamin Kezmarsky
Township Business Administrator
December 5, 2024
Page 2

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

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael J. Kelly", is written over a horizontal line.

Michael J. Kelly, P.E.
Township Engineer

MJK/cs
Attachment
cc:

Honorable Mayor James J. Wysocki
Mahwah Township Council
Carolyn George, Municipal Clerk
Glenn Dowson, DPW Director
WBE Fence Company
Nancy Witkowski, Bergen County Open Space

241205 Recommendation of Award

**COMMODORE PERRY FENCE IMPROVEMENT PROJECT
TOWNSHIP OF MAHWAH
BERGEN COUNTY, NEW JERSEY
OUR FILE NO MA-1974**

BID DATE: December 3, 2024 Time 11:30 A.M.

				Challenger Fence, Inc. 53 Kentucky Avenue Paterson, NJ 07503		WBE Fence Company, Inc. 11 Deer Court Brewster, NY 10509		C & S Fencing 475 Market Street, Suite 120 Elmwood Park, NJ 07407		Yaboo Fence Company 95 West Nyack Way West Nyack, NY 10994		Giacorp Contracting, Inc. 11 Bradhurst Avenue Paterson, NJ 07504	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	BASE BID												
1	Clearing Site	L.S.	1	\$7,500.00	\$7,500.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$9,600.00	\$9,600.00	\$10,000.00	\$10,000.00
2	Chain-link fence, PVC coated steel, 10' high	L.F.	700	\$80.00	\$56,000.00	\$67.00	\$46,900.00	\$76.00	\$53,200.00	\$87.00	\$60,900.00	\$72.00	\$50,400.00
3	Chain-link fence, PVC coated steel, 16' high	L.F.	130	\$115.00	\$14,950.00	\$71.00	\$9,230.00	\$83.00	\$10,790.00	\$139.00	\$18,070.00	\$282.50	\$36,725.00
4	Solid vinyl fence, 6' high	L.F.	490	\$30.00	\$14,700.00	\$70.00	\$34,300.00	\$48.00	\$23,520.00	\$56.00	\$27,440.00	\$61.25	\$30,012.50
5	Gate, chain-link fence, PVC coated steel, 4' wide, 7' high	Unit	4	\$750.00	\$3,000.00	\$250.00	\$1,000.00	\$1,200.00	\$4,800.00	\$900.00	\$3,600.00	\$1,625.00	\$6,500.00
6	Fence privacy slats, 10' high	L.F.	110	\$20.00	\$2,200.00	\$43.00	\$4,730.00	\$51.00	\$5,610.00	\$31.00	\$3,410.00	\$68.19	\$7,500.90
	TOTAL BASE BID				\$98,350.00		\$99,660.00		\$101,920.00		\$123,020.00		\$141,138.40

**COMMODORE PERRY FENCE IMPROVEMENT PROJECT
TOWNSHIP OF MAHWAH
BERGEN COUNTY, NEW JERSEY
OUR FILE NO MA-1974**

BID DATE: December 3, 2024 Time 11:30 A.M.

				National Fence Systems, Inc. 1033 Rt. 1 Avenel, NJ 07001		Senco Metals, LLC 318 McLean Blvd., Unit 4 Paterson, NJ 07504	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	BASE BID						
1	Clearing Site	L.S.	1	\$6,400.00	\$6,400.00	\$10,000.00	\$10,000.00
2	Chain-link fence, PVC coated steel, 10' high	L.F.	700	\$110.00	\$77,000.00	\$115.00	\$80,500.00
3	Chain-link fence, PVC coated steel, 16' high	L.F.	130	\$155.00	\$20,150.00	\$160.00	\$20,800.00
4	Solid vinyl fence, 6' high	L.F.	490	\$60.00	\$29,400.00	\$90.00	\$44,100.00
5	Gate, chain-link fence, PVC coated steel, 4' wide, 7' high	Unit	4	\$2,200.00	\$8,800.00	\$1,000.00	\$4,000.00
6	Fence privacy slats, 10' high	L.F.	110	\$43.00	\$4,730.00	\$60.00	\$6,600.00
	TOTAL BASE BID				\$146,480.00		\$166,000.00



Township Of Mahwah

DIVISION OF ENGINEERING
475 Corporate Drive
Mahwah, NJ 07430

MICHAEL J. KELLY, P.E.
Township Engineer

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

MEMORANDUM

TO: The Honorable Mayor and Council – Township of Mahwah
FROM: Michael J. Kelly, P.E., Township Engineer
DATE: December 5, 2024
RE: Status Report for Work Session December 9, 2024
Our File No. MA-3056-23

The following is a brief summary of the status of various projects and matters with which our department is involved:

MA-1727 Rehabilitation of Hearthstone/Janice Court Pump Station (*Boswell*)

- Punch list items being addressed.

MA-1798 Well 18A Design Services (*Boswell*)

- The NJDEP Permit Applications was submitted on July 18, 2024.
- On September 18, 2024 received Notice of Application Deficiency.
- Boswell addressing deficiency items. Expect Application to be resubmitted by December 12, 2024.

MA-1974 Commodore Perry Fence Improvement Project

Grantor: 2021 Bergen County Open Space Trust Fund
Grant Amount: \$100,000.00

- Bids received on December 3, 2024. Project to be awarded at the December 9, 2024 Council Meeting.

MA-2132 Various Sanitary Sewer Pumping Station Improvements (*Boswell*)

- Boswell proposal for engineering design services approved at the Council Meeting held on October 7, 2021.
- Received draft set of plans for Improvements to Ridge Gardens Pump Station on January 9, 2023, provided Boswell with our comments on January 10, 2023.
- Received updated plans on November 27, 2023 and provided our comments to Boswell on November 30, 2023. Waiting on revised plans based on our comments.

MA-2160 2023 Road, Curb and Sidewalk Improvement Program

- Remaining punch list items to be completed by week of December 9, 2024.

MA-2166 Well 19 PFC Treatment (*Boswell*)

- Meeting held on December 4, 2024 to review start-up of treatment units. Start-up of units is scheduled for the week of December 16, 2024.
 - Project to be substantially completed by December 31, 2024.
-

MA-3019 Ridge Road – Street Lighting

- Township executed Rockland Electric Application on December 4, 2023.
- Site meeting held on October 3, 2024. Follow-up meeting held on November 13, 2024. Expect work to be completed by February 1, 2025.

MA-3021 Mahwah River Shoal Removal Project

- NJDEP Permit received on November 20, 2023.
- Met with Rockland Electric on October 9, 2024 to review construction procedures.
- Project Work and Safety Plan submitted to Rockland Electric for review and approval on October 24, 2024.

MA-3022 Silver Creek Dam – Wing Wall Repair

- Project awarded. Expect to be completed February 1, 2025.

MA-3025 Darlington County Park and Mahwah Pool

- Provided the County with an updated sketch on July 18, 2024 and are waiting on their comments.

MA-3035 East Ramapo Avenue – Pedestrian Safety Improvements

Grantor: NJDOT (LTPF-FY23)
Grant Amount: \$76,500.00

- Plans and specifications to been completed by Boswell Engineering and approved by NJDOT.
- Bids received on May 14, 2024 and project awarded at the Council Meeting on May 20, 2024.
- Shop drawings have been reviewed and approved.

- Contractor waiting on shipping of lights.

MA-3037 Fardale Avenue Culvert Replacement

Grantor: FY2023 Local Aid
Grant Amount: \$158,000.00

Grantor: FY2024 Local Aid
Grant Amount: \$207,710.00

-
- The Township received notice that a grant in the amount of \$207,710.00 will be received for this project.
 - Preliminary Engineering design authorized at the Council Meeting on January 4, 2024. Field Survey work performed on January 23, 2024. Test boring performed on April 4, 2024.
 - Kickoff meeting held on May 29, 2024.
 - NJDEP Land Use Permit Applications submitted on September 24, 2024.

MA-3055 Bergen County Community Development Block Grant FY 2024

Grantor: Bergen County Community Development Block Grant
FY 2024
Amount Requested: \$157,200.00

- Grant amount expected: \$78,2225.00
- Shifted the funding to Clark Avenue and Locust Lane.
- Expect to bid project in the spring of 2025, once funding is in place.

MA-3057 2024 Road, Curb and Sidewalk Improvement Program

- Punchlist items being addressed. All items to be completed by the week of December 9, 2024.

MA-3060 Municipal Separate Storm Sewer System (M54)

- Township is required to map all of our stormwater infrastructure by January 1, 2026.
- Using ArcGIS program we have begun the required mapping.
- Estimate that approximately 50% of our stormwater infrastructure has been mapped to date.

MA-3073 Improvements to Corporate Drive

Grantor: NJDOT – Local Aid, FY 2025
Amount Received: \$190,050.00

- Project to be bid and completed in 2025.

MA-3077 Stormwater Utility Evaluation

- We are participating in the County Regional Stormwater Utility Evaluation Program. Will relay information to Administration.
- Meeting held with the county on September 24, 2024 to review program.

MA-3082 Hillside Avenue, King Street and Siding Place Drainage Project

- Proposal to perform drainage evaluation and prepare concept plans approved at the September 23, 2024 council meeting.
- Met with subconsultant on December 4, 2024 to review concept plans.
- Expect final report to be provided to my office for review by January 15, 2025. Will then review concepts with governing body.

MA-10-159 NJ Transit, Mall Apartments and South Railroad Avenue

- NJ Transit has personnel and inspectors monitor the situation daily. During weather events they have personnel on site to monitor pump to ensure the blocked culvert below the tracks does not cause a flooding condition for the Mall Apartments and to ensure flow does not back up pipes in South Railroad Avenue causing a flooding issue.

MJK/cs

cc: Benjamin Kezmarsky, Township Business Administrator
Janet Puzo, Assistant to the Business Administrator
Joanne Becker, Qualified Purchasing Agent
Carolyn George, Municipal Clerk
Leslie Wen, Deputy Clerk
Glenn Dowson, Director, Department of Public Works

22.

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- 62

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. 2021-62 (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:
MAST Construction Services, Inc.
3. The amount to be paid to such person, firm or corporation (MAST Construction Services, Inc.) is \$ 12,675.00.
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: MAST Construction Services, Inc.

Address: 96 East Main Street
Little Falls, NJ 07424
Attn: Ted Domuracki

Amount: \$ \$ 12,675.00

Date: December 9, 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

MAST Construction Services, Inc. Invoice 354-14-1124 \$12,675.00

[ATTACH BILLING/PAGES AS NECESSARY]

MAST

MAST CONSTRUCTION SERVICES, INC.

November 30, 2024

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

Re: Statement of Services
Pre - Construction Management Phase of New DPW
Invoice 354-14-1124

For Construction Management (CM) Service

Pre-Construction:	CM Fee	November 2024		
Contract	Contract Amount Billed to Date This Requisition			Total Remaining
6/1/2023 Construction	\$112,500.00	\$112,500.00	\$0.00	\$0.00
6/1/2023 Construction	\$304,200.00	\$121,200.00	\$12,675.00	\$170,325.00
6/1/2023 Close-Out	\$25,350.00	\$0.00	\$0.00	\$25,350.00
	\$442,050.00	\$233,700.00	\$12,675.00	\$195,675.00

TOTAL INVOICE

\$12,675.00

Remit to: **Ted Domuracki**
MAST Construction Services, Inc.
96 East Main Street
Little Falls, NJ 07424

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- 63

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. 2021-63 (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 \$ 14,084.88.
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: \$ \$ 14,084.88

Date: December 9, 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 # 4232	\$ 14,084.88
----------------------	-----------------------	---------------------

[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: 4232
Date: 12/2/2024

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

Architecture 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	\$137,127.60	96.29%	\$6,921.00	\$5,551.40
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	\$259,620.00	\$252,456.12	100.00%	\$7,163.88	\$0.00
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
	\$2,439,220.00	\$2,226,208.72	91.64%	\$14,084.88	\$198,926.40

Amount Due this Invoice:

\$14,084.88

Summary	
Contract Amount:	\$2,439,220.00
Balance not to Exceed:	\$2,439,220.00
Previously Billed:	\$2,226,208.72
Amount Due this Invoice:	\$14,084.88
Balance of Contract:	\$198,926.40

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

2d.

Municipality of Mahwah and Municipality of Ramsey

County of Bergen

State of New Jersey

DATE: December 9, 2024

CONSENT AND AGREEMENT

TO THE EXECUTION OF AN ORDER OF PROVISIONAL AUTHORIZATION AND
DESIGNATION OF AN ACTING MUNICIPAL COURT ADMINISTRATOR BETWEEN THE
MUNICIPALITY OF MAHWAH AND THE MUNICIPALITY OF RAMSEY

WHEREAS, pursuant to N.J.S.A. 2B:12-10 the Municipality of Mahwah and the Municipality of Ramsey are required to provide for a Municipal Court Administrator; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et. seq., any municipality of the State of New Jersey may contract with any other municipality or municipalities to share services that any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, in accordance with N.J.S.A. 2B:12-1(c) the Municipality of Mahwah and the Municipality of Ramsey consent and agree to share the professional services of the Municipal Court Administrator on a provisional basis to undertake the duties of the absent Municipal Court Administrator during the scheduled and/or unscheduled leaves, within the two respective municipalities; and

WHEREAS, shall be paid the hourly rate of the absent Court Administrator; and

NOW, THEREFORE, BE IT RESOLVED this 9th day of December 2024, that the Municipality of Mahwah and the Municipality of Ramsey consent to the above agreement.

Witness/Attest

Municipality of Mahwah

Benjamin Kezmarsky
Clerk/Administrator

James Wysocki
Mayor

Witness/Attest

Municipality of Ramsey

Bruce Vozeh
Clerk/Administrator

Deirdre A. Dillon
Mayor

2e.

SCHEDULE A
DECEMBER 9, 2024

OVERPAYMENT REFUNDS
WATER AND SEWER DEPARTMENT

The following utility customers are entitled to overpayment refunds:

1.	1019 Crown Court	\$128.30
2.	701 Ramapo Valley Road	\$6,130.00
3.	1264 Mulberry Drive	\$3,041.99

2f.

SCHEDULE A
DECEMBER 09, 2024
OVERPAYMENT REFUNDS
TAX COLLECTION DEPARTMENT

The following tax customer is entitled to an overpayment refund:

1. Blk 47/ Lot 35 for 50 North Railroad Avenue --\$1,656.95



**BOROUGH OF PARAMUS
County of Bergen
State of New Jersey**

29.

RESOLUTION NO. 24-11-709

Dated: November 12, 2024

At a Regular Meeting of the Mayor and Council of the Borough of Paramus, County of Bergen, State of New Jersey, held on November 12, 2024.

**RESOLUTION AUTHORIZING THE MAYOR AND BOROUGH CLERK TO EXECUTE SHARED
SERVICE AGREEMENTS WITH THE FOLLOWING MUNICIPALITIES FOR A
MAINTENANCE/REPAIR SHARED SERVICE FOR VEHICLES**

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A65.1 et seq., allows any municipality or county to enter into a contract with any other municipality or county for the joint provision of any services within their joint jurisdiction; and

WHEREAS, and the Borough of Paramus and the following municipalities seek to enter into a Shared Services Agreement wherein the Borough of Paramus will provide maintenance and repair to vehicles which are directed to the Borough of Paramus by the municipalities effective January 1, 2025 and terminating on December 31, 2025; and

WHEREAS, the Borough of Paramus has reviewed and approves of the "Agreement" between the Borough of Paramus and the municipalities as on file with the Office of the Borough Clerk for the term of the contract and the expenditure of funds pursuant to the terms thereof;

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the Borough of Paramus agrees to authorize Mayor and Borough Clerk to execute the "Agreement" between the Borough of Paramus and the following list of municipalities as on file with the office of the Borough Clerk:

Allendale Ambulance Corps
Borough of Alpine
Bergen County Prosecutor's Office
Borough of Bergenfield
Township of Bloomfield
Borough of Bogota
Borough of Cliffside Park
Borough of Cresskill
Borough of East Newark
Township of Teaneck
The Elmwood Park Fire Department
City of Englewood
City of Garfield
City of Hackensack Fire Department
Town of Harrison Fire Department
Borough of Haledon
City of Hoboken
Borough of Ho-Ho-Kus
Borough of Hawthorne
Borough of Hillsdale

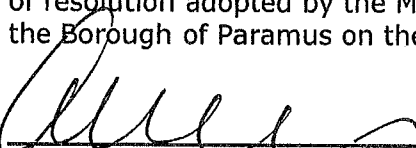
Township of Little Falls
Borough of Little Ferry
Borough of Lyndhurst
Passaic County Community College
Township of Mahwah
Borough of Northvale
Borough of Ridgefield
Borough of Wallington
Borough of Rockleigh
Rutherford Ambulance Corp
Township of South Hackensack
Borough of Tenafly
Borough of Teterboro
Township of Washington
Borough of Westwood
Town of West New York
Borough of Woodcliff Lake
Township of Wayne
Township of Saddle Brook
Borough of Oradell



BOROUGH OF PARAMUS
County of Bergen
State of New Jersey

Approved by a roll call vote: November 12, 2024

I hereby certify that this is a true and exact copy
of resolution adopted by the Mayor and Council of
the Borough of Paramus on the 12th day of November 2024


Annemarie Krusznis, RMC, CMC
Borough Clerk

Motion: Councilman Antonio

Second: Councilman Kaiser

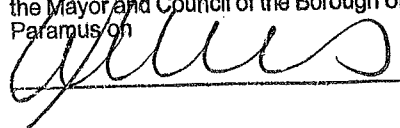
Yeas: Councilman Antonio, Councilman Kaiser, Councilman Nadera, Councilwoman Rizzo,
Councilwoman Weber, Councilman Wilkins

Nays: None

Abstain: None

Motion carries 6-0

I HEREBY CERTIFY that the foregoing
is a true copy of a resolution adopted by
the Mayor and Council of the Borough of
Paramus on



**SHARED SERVICES AGREEMENT
BETWEEN**

**THE BOROUGH OF PARAMUS
AND
THE TOWNSHIP OF MAHWAH**

FOR MAINTENANCE AND REPAIR OF VEHICLES

This Agreement is made on this 12, day of Nov. 2024, by and between THE BOROUGH OF PARAMUS, a municipal corporation of the State of New Jersey, whose principal address is, One Jockish Square, Paramus, New Jersey 07652, and THE TOWNSHIP OF MAHWAH, a municipal corporation of the State of New Jersey, whose principal address is, 475 Corporate Drive, Mahwah NJ 07430. (hereinafter collectively referred to as the Parties).

WITNESSETH:

WHEREAS, the Parties are municipalities located within Bergen County, State of New Jersey, authorized by law to enter into an agreement with another municipality to provide jointly for any lawful service to and for the residents of the respective municipalities pursuant to the provisions of the "Uniform Shared Service and Consolidation Act," N.J.S.A. 40A:65-1 et seq.,

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., government efficiency is encouraged through shared services stating, "[a]ny local unit may enter into an agreement with another local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units including services from licensed or certified professionals required by statute to be appointed; and

WHEREAS, the Parties are "local units" under N.J.S.A. 40:65-4(a)(1); and

WHEREAS, the Parties are committed to delivering services to their respective taxpayers in the most effective and cost-efficient manner; and

WHEREAS, the Township of Mahwah seeks this Agreement with the Borough of Paramus for the maintenance and repair of its fleet of vehicles;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, the Parties mutually agree as follows:

ARTICLE I:

UNIFORM SHARED SERVICES AND CONSOLIDATION ACT

The Parties are authorized to enter into this Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq.

ARTICLE II:

SCOPE OF SERVICES & PAYMENT FOR MAINTENANCE AND REPAIR OF VEHICLES

- A. Services Performed: The Borough of Paramus, Department of Public Works, Mechanical Maintenance Division shall provide labor, maintenance and services on vehicles at the rate of \$150.00 per hour during normal business hours. Emergency call out after hours will be billed at a rate of \$225.00 per hour.
- B. Parts: Parts will be purchased from local vendors under State Contract when available. An additional charge not to exceed 25% of the cost of the part may be added to cover any expenses incurred by the Borough of Paramus to retrieve parts.
- C. Tires: Tires will be purchased under State Contract pricing when available. Hourly labor rate will apply for tire change overs performed by the Borough of Paramus.
- D. Outside and Body Repairs: Will be performed by State Contract vendors when available. An additional charge not to exceed 15% of the repairs may be added to cover any expenses incurred by the Borough of Paramus, i.e., travel time, fuel, etc.
- E. Labor Time: Average labor time for a complete preventative maintenance including a comprehensive check list is 2 hours for motorcycles, 3 hours for a motor vehicles, 6 hours for trucks, and 8 hours for fire apparatus/ambulances. A quick lube service is available for a flat fee of \$75.00 for most automobiles (excluding trucks and diesel engines). This service includes up to 7 quarts of standard engine oil, oil filter, and a 12-point check list. Additional charges may be incurred for any additional parts or service that might be needed.
- F. Unscheduled Repairs: Unscheduled repairs will be billed at an hour for hour basis plus parts and materials.
- G. Payment: The administration of scheduling and billing will be the responsibility of the Mechanical office. A 15% administrative fee will be added not to exceed \$200.00 to all repair orders to cover the costs of faxes, postage, billing, copies, etc. The Borough of Paramus will bill the Township of Mahwah on a monthly

basis for all maintenance and repairs performed. Payment to the Borough of Paramus shall be made within thirty (30) days of receipt of monthly invoices.

- H. Pick-up and Delivery: CDL drivers from the Borough of Paramus may be available to pick up and return vehicles. Hourly rates will apply for this service.
- I. Notice: The Township of Mahwah shall give reasonable notice for the scheduling of maintenance and repairs.
- J. Emergencies: In the event of an emergency causing delay in the maintenance and repair of vehicles in its possession, the Borough of Paramus will make all efforts to complete the maintenance and repair within a reasonable time after the emergency.
- K. Subcontractors: In the event the Borough of Paramus is unable to perform maintenance and repair of the vehicles, accommodations will be made to have the work completed by an outside agency. No outside repairs will be made without first obtaining approval from the Township of Mahwah.

ARTICLE III:

TERM AND TERMINATION OF CONTRACT

- A. This Agreement shall be effective for a period of one year commencing on January 1, 2025 and terminating December 31, 2025;
- B. This Agreement shall automatically renew for a consecutive period of one year, unless terminated by either of the Parties by providing written notice at least thirty (30) days prior to the end of the yearly term; and
- C. This agreement can be terminated at any time by either party by giving written notice of termination ninety (90) days in advance of the expected date of termination.

ARTICLE IV:

INSURANCE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

- A. The Township of Mahwah represents and warrants that at all times during the term of this Agreement, including subsequent extensions, the Township of Mahwah shall maintained and kept in full force and effect, without expense to the Borough of Paramus and naming the Borough of Paramus as an additional insured, insurance coverage issued by an insurance company licensed to do business and to issue such insurance policies in the State of New Jersey with sufficient limits to

protect the Borough of Paramus, its employees, and agents with respect to any claims for bodily injury, emotional distress, or property damage resulting from conduct aimed to facilitate the terms of this Agreement; and

- B. To the fullest extent permitted by law, the Township of Mahwah shall release, indemnify and hold harmless the Borough Paramus, its employees, agents, and affiliates, from any and all obligations, liabilities, judgments, claims and demands which may arise out of its obligations under this Agreement. Nothing contained herein shall relieve the Parties from liability for willful acts of wrong doing committed by its employees, agents, or affiliates.

ARTICLE V:

GOVERNING LAW

- A. This Agreement shall be construed in accordance with the laws of the State of New Jersey;
- B. In the event of a controversy or dispute between the Parties, the dispute will first be presented to the Parties respective Governing Body to engage in a good faith attempt to resolve all issues;
- C. The Parties agree that in the event of legal action by either party, same shall be by Court proceedings and the Parties hereby waive arbitration as a forum for resolution of any dispute;
- D. In the event of any dispute concerning the construction or interpretation of this Agreement, this Agreement shall be construed neutrally without regard to events of authorship or negotiation, each party having been given the opportunity to be represented by independent legal counsel of its own choosing; and
- E. In the event that any court of competent jurisdiction shall declare any section of this agreement invalid for any reason, or if the laws of the State of New Jersey relied upon to enter this agreement or amend it to forbid such agreements, all other sections of the agreement shall remain in full force and effect.

ARTICLE VI:

MISCELLANEOUS

- A. Entire Agreement: This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous

agreements or undertakings, inducements, or conditions, express or implied, oral or written between the Parties hereto. This agreement contains the complete understanding between the parties and no other promises or agreements shall be binding unless signed by the parties. In signing this Agreement, the parties are not relying on any fact, statement or assumption not set forth in this agreement. By signing below, the authorized representatives for the Borough of Paramus and the Township of Mahwah indicate that they have carefully read and understand the terms of this agreement, enter into this agreement knowingly, voluntarily and of their own free will, understand its terms and significance and intend to abide by its provisions without exception.

- B. This Agreement shall not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought;
- C. The Parties to this Agreement shall not assign or transfer any of its rights or obligations under this Agreement without the other Parties' prior written consent;
- D. It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the Parties of any right which is not explicitly waived in this Agreement. No failure or delay on the part of any Party in exercising any right, power, or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights, power, or remedies existing at law, in equity or otherwise.
- E. Force Majeure: In the event either Party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
- F. Enabling Resolution: This agreement is expressly contingent upon the adoption of concurring resolutions by Paramus and Mahwah authorizing the execution of this Agreement.

G. Whenever, pursuant to the terms of this agreement, written notice is required or permitted to be given by one party to the other party, such notice shall be deemed to have been sufficiently given if personally delivered to the appropriate parties listed below or if mailed, by way of certified or registered mail, return receipt requested, and addressed to the party to whom notice is to be given, as set forth below:

Paramus: Administrator, Borough of Paramus
One Jockish Square
Paramus, New Jersey 07652

Mahwah: Administrator, Township of Mahwah
475 Corporate Drive
Mahwah, New Jersey 07430

IN WITNESS WHEREOF, the Borough of Paramus and the Township of Mahwah have caused this agreement to be executed by their duly authorized representatives as of the day and year first written above.

WITNESS/ATTEST



Annemarie Krusznis, RMC
Borough Clerk

BOROUGH OF PARAMUS



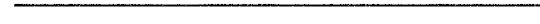
Christopher DiPiazza
Mayor

WITNESS/ATTEST



~~Kathryn Coviello~~ Carolyn George, RMC
Township Clerk

TOWNSHIP OF MAHWAH



Jim Wysocki
Mayor

**TYCO MUNICIPAL ANIMAL
CONTROL LLC**

Dependable Professional Animal Control,

We are always there when you need us!

*1 Stout Lane
Ho-Ho-Kus NJ 07423
Phone 201-652-4554*

2h.

Contract of Services for Township of Mahwah

Contact: Carol A. Tyler
Licensed Animal Control Officer

This is a contract between the Township of Mahwah and Tyco Animal Control for animal control services for the sum of \$35,400.00 per annum to be paid monthly. Effective January 1, 2025 through December 31, 2026.

Hours of regular services as provided for herein will be Monday through Friday 8:00 am to 7:00 PM inclusive. Any calls responded to outside of these hours or on any national holiday shall be considered an emergency as described below in statement number five.

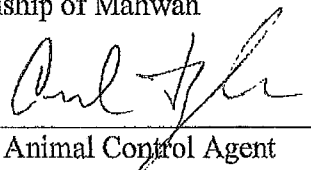
SERVICES TO BE PROVIDED:

1. The impounding of any animal deemed to be stray. The only animals to be impounded will be those taken by the animal control officer.
2. The impounding of any owned animal without a current registration tag on its collar.
3. Dependable and quick response to calls from the police department or other municipal official to rescue and remove sick, dangerous, diseased, or injured wildlife.
4. Render a monthly written report of animal control activities in the community.
5. Respond to emergency calls. These shall involve animals on public property that represent a life-threatening hazard to the animal and/or the general public. A call shall be deemed an emergency between the hours of 7:00 PM and 8:00am Monday through Thursday and from 7:00pm Friday to 8:00am Monday. Responses during these hours will result in a charge of \$60.00 per call.
6. Supervision of humane trapping of wild and stray animals on public property with no additional fee. In the event that animals must be trapped on private property and additional fee of \$60.00 trap rental and \$60.00 service and removal fee payable in advance shall be born by the owner of the property. Trapping services are available Monday through Friday. There will be no trapping on weekends.
7. Removal of visible wildlife from private homes will be available at a fee of \$60.00 payable by the homeowner.
8. Dead animals on public streets will be removed and disposed of in a professional, dependable, and timely manner during regular business hours up to 4:00 PM for no additional charge. This does not include owned or licensed animals that have been killed on public property. The cost for this removal shall be the responsibility of the owner. The Township Administrator or Township Clerk will designate a location in the Township for the disposal of the deceased animals picked up by the animal control officer.

9. All licensed animals impounded from public property will be held, owners contacted, and animals returned. Any applicable Municipal fees or fines will be collected from the owners and forwarded to the proper agency in the Township.
10. The Township shall provide a list of all licensed animals.
11. There will be no provision for Tyco's facility to accept unwanted animals from owners. The only animals to be impounded at our facility will be those actually caught by the animal control officer.
12. Rabies suspect specimens will be prepared at no additional cost, and transported to the East Orange State Health Lab when necessary. If a situation arises when the specimen has to be taken to Trenton, a private courier service will be used. In the case of a bite to a human it is the responsibility of that individual to assume the cost for transport. In other situations, the municipality is responsible for the charges of transportation to Trenton. (Currently about \$180.00)
13. Either Party may terminate this contract for any reason upon 60 days written notice to the non-terminating or other party
14. Assist the Township Clerk with licensing follow up.
15. Tyco will provide Animal Control Officers or Animal Cruelty Investigators for the investigation and enforcement of all animal related Township and State laws or Ordinances.
16. Officers will be available for court appearances at no extra cost to the Township
17. Daily harassment of Canadian Geese on Municipal properties using trained dogs and/or noise devices. This will be performed on our daily patrols 9:00 am to 4:00 pm Monday through Friday.
18. If Tyco must intercede in an emergent situation that causes Tyco to take in and house an unusual number of animals (more than 14), or a circumstance that causes Tyco to provide extraordinary scope of services above and beyond normal animal control an additional fee to cover time and expenses will be borne by the contracting municipality. This fee will be discussed and agreed upon for each of the particular circumstance.

Township of Mahwah

Date



Tyco Animal Control Agent

Date

Witness

Date



MAHWAH DEPARTMENT OF LAND USE
DIVISION OF ENGINEERING
475 CORPORATE DRIVE, MAHWAH, NJ 07430
P. 201-529-5757 x 255
PRELIMINARY ENGINEER'S ESTIMATE

CDBG FY2025-2026 GRANT APPLICATION

Project: Improvements to Karen Drive and Lynn Terrace
Limits: Entire Length
Location: Township of Mahwah, Bergen County, New Jersey

Date: 12/5/2024
Job No.: MA-3095

Item No.	Description	Unit	Total Quantity	Unit Cost	Total Amount
1	Breakaway Barricade	Unit	20	\$ 80.00	\$ 1,600.00
2	Drum	Unit	25	\$ 60.00	\$ 1,500.00
3	Traffic Cone	Unit	50	\$ 25.00	\$ 1,250.00
4	Construction Signs	S.F.	200	\$ 20.00	\$ 4,000.00
5	Fuel Price Adjustment	Doll.	1	\$ 3,950.00	\$ 3,950.00
6	Asphalt Price Adjustment	Doll.	1	\$ 5,050.00	\$ 5,050.00
7	HMA Milling, 3" or Less	S.Y.	9,360	\$ 5.00	\$ 46,800.00
8	Hot Mix Asphalt Pavement Repair	S.Y.	200	\$ 50.00	\$ 10,000.00
9	Tack Coat	Gal.	1,120	\$ 2.00	\$ 2,240.00
10	Hot Mix Asphalt 12.5M64 Surface Course	Ton	1,080	\$ 100.00	\$ 108,000.00
11	Reconstruct Inlet, Type B, Using New Casting	Ea.	2	\$ 1,600.00	\$ 3,200.00
12	Reconstruct Inlet, Type B, Using Existing Casting	Ea.	2	\$ 650.00	\$ 1,300.00
13	Inlet, Type B	Ea.	1	\$ 4,500.00	\$ 4,500.00
14	Reset Existing Casting	Ea.	22	\$ 100.00	\$ 2,200.00
15	Hot Mix Asphalt Driveway, 6" Thick	S.Y.	13	\$ 35.00	\$ 455.00
16	9" x 18" Concrete Vertical Curb	L.F.	16	\$ 40.00	\$ 640.00
17	Traffic Markings Lines, 4"	L.F.	660	\$ 2.00	\$ 1,320.00
18	Regulatory and Warning Sign	S.F.	46.00	\$ 60.00	\$ 2,760.00
19	Reset Water Valve Box	Ea.	4	\$ 10.00	\$ 40.00
20	Reset Gas Valve Box	Ea.	1	\$ 10.00	\$ 10.00
21	Topsoil Spreading, 5" Thick	S.Y.	10	\$ 6.00	\$ 60.00
22	Borrow Topsoil	C.Y.	10	\$ 40.00	\$ 400.00
23	Fertilizing and Seeding, Type A-3	S.Y.	10	\$ 2.00	\$ 20.00
24	Straw Mulching	S.Y.	10	\$ 2.00	\$ 20.00
25	Hydrant Marker	Ea.	3	\$ 75.00	\$ 225.00

Construction Subtotal \$ 201,540.00

Say \$ 202,000.00

5% Design Engineering \$ 10,100.00

15% Construction Inspection & Material Testing \$ 30,300.00

TOTAL \$ 242,400.00



MICHAEL J. KELLY, P.E.
TOWNSHIP ENGINEER
PROFESSIONAL ENGINEER NJ LIC. 42251

[Insert Township Letterhead]

_____, 202__

Dear New Jersey Board of Public Utilities:

Please accept this letter on behalf of Mahwah Township, Bergen County, in support of potential community solar projects proposed by property owner _____ at the following Mahwah addresses: _____. Our understanding is that the projects are being developed by _____, a developer of local community solar projects in the State of New Jersey.

The construction of community solar projects is an important step towards addressing local challenges of sustainable energy and climate change while helping to alleviate issues of rising energy costs and economic instability among the most vulnerable segments of our population. Community solar reduces pollution and greenhouse gas emissions, supports electric grid reliability, generates energy close to those who need it, and provides discounts to members of the community who buy the electricity generated by the system.

Mahwah Township applauds the Board of Public Utilities for adopting a permanent community solar program, which will make it easier for projects such as those proposed by Faropoint, while also maximizing the positive impact on the surrounding community.

The Township welcomes an opportunity to engage, participate and support a community solar program. Of course, it is understood that this is a non-binding endorsement and that the _____ solar projects shall not be exclusive community solar projects within the Township or for any particular group of residents. Additionally, this support shall not constitute a land use approval for the projects, which shall be subject to the requirements of the Township Code and applicable local, State and federal law. Accordingly, it is the Township's desire that this letter of support will, in fact, lead to a successful community solar program.

Sincerely,

Mayor James Wysocki, on behalf of the
Township Council of the Township of Mahwah, Bergen County

[Insert Township Letterhead]

December ___, 2024

Dear New Jersey Board of Public Utilities:

Please accept this letter on behalf of Mahwah Township, Bergen County, in support of potential community solar projects proposed by property owner Faropoint at the following Mahwah addresses: 70-82 McKee Drive, 19 Industrial Avenue, 91 McKee Drive, and 16 McKee Drive. Our understanding is that the projects are being developed by Brightcore, a developer of local community solar projects in the State of New Jersey.

The construction of community solar projects is an important step towards addressing local challenges of sustainable energy and climate change while helping to alleviate issues of rising energy costs and economic instability among the most vulnerable segments of our population. Community solar reduces pollution and greenhouse gas emissions, supports electric grid reliability, generates energy close to those who need it, and provides discounts to members of the community who buy the electricity generated by the system.

Mahwah Township applauds the Board of Public Utilities for adopting a permanent community solar program, which will make it easier for projects such as those proposed by Faropoint, while also maximizing the positive impact on the surrounding community.

The Township welcomes an opportunity to engage, participate and support a community solar program. Of course, it is understood that this is a non-binding endorsement and that the Brightcore solar projects shall not be exclusive community solar projects within the Township or for any particular group of residents. Additionally, this support shall not constitute a land use approval for the projects, which shall be subject to the requirements of the Township Code and applicable local, State and federal law. Accordingly, it is the Township's desire that this letter of support will, in fact, lead to a successful community solar program.

Sincerely,

Mayor James Wysocki, on behalf of the
Township Council of the Township of Mahwah, Bergen County



2m.

Township Of Mahwah

Municipal Offices: 475 Corporate Drive
P.O. Box 733 • Mahwah, NJ 07430
Tel: 201-529-5757
Fax: 201-529-0061

Office of Administration

www.mahwahtwp.org

MEMORANDUM

TO: Township Council

FROM: Joanne Becker, QPA

DATE: December 5, 2024

RE: Bid MTB #24-18 "Fire Department Hurst E-Draulic Rescue Extrication Tools and Related Rescue Equipment"

At the request of Administration and the Fire Department, specifications and solicitation of bids for MTB #24-18 "Fire Department Hurst E-Draulic Rescue Extrication Tools and Related Rescue Equipment" was processed and advertised on November 25, 2024 with the bid opening return date of December 5, 2024 at 11:30 a.m. Three vendors requested bids and two bid proposals were received:

State Line Fire & Safety, Inc.
50 Park Avenue, PO Box 278
Park Ridge, NJ 07656

Municipal Emergency Services, Inc.
PO Box 656
Southbury, CT 06488

Both bids were reviewed and found responsive to requirements. The bid results are attached. As stated in the bid specifications, the Township has the option to award this bid in the aggregate or per unit item. It is the recommendation of Administration to award MTB #24-18 to the lowest responsive/responsible bidders on a line-by-line basis, as per the attached bid result spreadsheet.

Administration requests that a Resolution be considered at the December 9, 2024 Council meeting to award Bid MTB #24-18 "Fire Department Hurst E-Draulic Rescue Extrication Tools and Related Rescue Equipment" to State Line Fire & Safety, Inc. and Municipal Emergency Services, Inc. as per the attached unit prices bid.

The funds for this award will come from 2023 Capital Account #04-218-55-270-023.

Enc.

c: Mayor James Wysocki
Ben Kezmarsky, Business Administrator
Fred Semrau, Township Attorney
Corinne Hockman, CFO
Carolyn George, Municipal Clerk
Cord Meyer, Fire Chief

BID MTB #24-18 - BID RESULT SPREADSHEET

Fire Department Hurst E-Draulic Rescue Extrication Tools Related Rescue Equipment - Proprietary

BID ITEM NUMBER	QUANTITY	DESCRIPTION	State Line Fire & Safety	Municipal Emergency Services	
1	1	HURST R320 E3 - EDRAULIC RESCUE RAM 9AH PACKAGE #274883000-9K	\$ 8,195.00	\$ 8,004.58	
2	1	HURST R522 E3 EDRAULIC RESCUE RAM 9AH PACKAGE #274886000-9	\$ 9,043.00	\$ 9,491.89	
3	1	HURST S799 E3 EDRAULIC CUTTER 9AH PACKAGE #272899000-9	\$ 12,115.00	\$ 11,639.35	
4	1	HURST SC758 E3 EDRAULIC COMBINATION TOOL 9AH PACKAGE #273849000-9	\$ 12,704.00	\$ 12,203.05	
5	1	HURST SP555 E3 EDRAULIC SPREADER 9AH PACKAGE #271855000-9	\$ 12,330.00	\$ 11,843.36	
6	1	HURST SP777 E3 EDRAULIC SPREADER 9AH PACKAGE #271877000-9	\$ 12,771.00	\$ 12,268.45	
7	1	HURST STRONGARM LE100 EDRAULIC TOOL #273180000	\$ 7,175.00	\$ 6,950.00	
8	1	HURST STABILITY PLATE #101C085	\$ 1,098.00	\$ 1,108.33	
9	1	HURST CHAIN & SHACKLE PACKAGE FOR SPREADERS #81-67-20	\$ 909.00	\$ 917.82	
10	1	HURST 110 V DC POWER SUPPLY E3 FOR TOOLS #90-53-31	\$ 1,083.00	\$ 962.48	

FIRE CO #2
32.

Mahwah Fire Department Jr. Firefighter Membership Application

Company # 2

Name Michelle R. Piccallo
First Initial Last

Present Address 59 Alcott rd Mahwah 07430
Number Street Town Zip Code

For _____ Years Name of School _____ Grade _____

Birth Date _____ SS# _____ Home Phone No. _____

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 David J. Piccallo

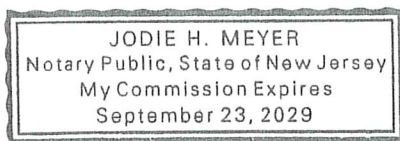
Parent or Guardian's Address 59 Alcott Road Mahwah, NJ 07430

State of New Jersey County of

Bergen ss

David J. Piccallo 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 24th day of November, 2024



Jodie H. Meyer
Signature of Notary

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 _____, 20____

Signature of Municipal Clerk

[Signature]
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 Michelle

R.

Piccillo

F

First

Initial

Last

Sex

The applicant is free of any medical or physical condition that would cause harm to him/her or any other firefighter(s) ☒ Yes ☐ No

Rejection is based on the following: _____

Remarks: _____

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 10/10/24

Examined at

140 Franklin Turnpike

201 447 3603

Physician's Phone Number

Address of Office

M. WILLIAMS ARE
Print Physician's Name

Valley Medical Group
140 Franklin Turnpike
Waldwick, NJ 07463
(201)447-3603- Tel
(201)447-5184- Fax

M. Williams ARE
Signature of Physician

Completed by:

**TOWNSHIP OF MAHWAH
ORDINANCE NO. 2047**

**AN ORDINANCE OF THE TOWNSHIP OF MAHWAH, COUNTY OF
BERGEN, STATE OF NEW JERSEY, AUTHORIZING THE ACQUISITION BY
NEGOTIATED PURCHASE OR THROUGH THE USE OF EMINENT DOMAIN OF
ANY AND ALL NECESSARY CELL TOWER/ANTENNA AND RELATED
INTERESTS IN BLOCK 26, LOT 2 (INCLUDING BLOCK 26, LOTS 10 & 11).**

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (“**LRHL**”), provides a mechanism to assist local governments in efforts to promote programs of redevelopment and sets forth the procedures for the Township of Mahwah to effectuate the redevelopment of an area declared to be in need of redevelopment; and

WHEREAS, by Resolution #230-21 adopted on June 17, 2021, the Township Council (“**Council**”) authorized the Mahwah Township Planning Board (“**Board**”) to conduct a preliminary investigation to determine if an area encompassing Block 26, Lot 2 and Block 183, Lot 1, which includes Block 26, Lots 10 and 11, (the “**Study Area**”) constituted a Condemnation Redevelopment Area as defined under the LRHL; and

WHEREAS, the Township Planner produced a study entitled, “Redevelopment Determination of Need Study” dated May 24, 2022 and amended June 13, 2022 (“**Study**”) and presented the Study at a duly noticed Board hearing for the review of a Condemnation Redevelopment Area that took place on June 13, 2022, which Study included a map of the Study Area and was circulated to the members of the Board and provided to the public in accordance with the time and other notice provisions of the LRHL; and

WHEREAS, after discussion and consideration, the Board on a motion adopted a resolution concluding the Study Area met the criteria under the LRHL as a Condemnation Redevelopment; and

WHEREAS on June 13, 2022, the Planning Board adopted a resolution memorializing the Board's determination and setting forth detailed reasons and criteria on which their findings and recommendations regarding the designation of the Study Area as a Condemnation Redevelopment Area; and

WHEREAS, on June 16, 2022, the Township Council reviewed the Study and Board's resolution and agreed with the Board's recommendation that the LRHL criteria for determination that the Study Area satisfied the criteria of a Condemnation Redevelopment Area; and

WHEREAS, based upon the facts and findings of the Study, all made in accordance with requirements of the LRHL for a Condemnation Redevelopment Area including N.J.S.A. 40A:12A-6, the Council adopted the Board's recommendations as memorialized in the Board's June 13, 2022 resolution, the Council adopted Resolution #232-22 on June 16, 2022 declaring the Study Area to be a Condemnation Redevelopment Area for which the Township would have the powers granted

under the LRHL to effectuate the redevelopment of the Study Area including, but not limited to, the use of eminent domain to acquire any and all property and interests therein; and

WHEREAS, the Township duly served notice of the Condemnation Redevelopment Area designation as required by the LRHL including, but not limited to, N.J.S.A. 40A:12A-6; and

WHEREAS, more than 45 days have passed since all notices required by the LRHL were made including, but not limited to, N.J.S.A. 40A:12A-6, with no action having been filed challenging the designation of the Study Area as a Condemnation Redevelopment Area; and

WHEREAS, the Township Planner prepared and submitted to the Township a redevelopment plan dated December 2, 2022, entitled "Crossroads Redevelopment Plan" ("**Redevelopment Plan**") outlining the planning, development and redevelopment of the Redevelopment Area in accordance with N.J.S.A. 40A:12A-7; and

WHEREAS, the Township Council duly adopted the Redevelopment Plan for the by way of Ordinance #2000 on December 21, 2022, which enabled the exercise of the powers granted under N.J.S.A. 40A:12A-8 including the power of eminent domain to effectuate the redevelopment; and

WHEREAS, the Township Council adopted its Resolution #226-23 dated June 5, 2023 which designated – Crossroads Developers Associates LLC and Garden Crossroads LLC dba Crossroads Logistics Center as the redeveloper of the Study Area (together the "**Redeveloper**") and a redevelopment agreement dated August 14, 2023 ("**Redevelopment Agreement**") memorializing the terms of that designation; and

WHEREAS, the Township Planner prepared and submitted to the Township certain amendments to the Redevelopment Plan entitled "Crossroads Redevelopment Plan: Amendment #1" dated June 6, 2024 ("**Redevelopment Plan Amendment #1**"); and

WHEREAS, the Township Council duly adopted the Redevelopment Plan Amendment #1 for the by way of Ordinance #2036 on July 22, 2024, which became effective on August 12, 2024; and

WHEREAS, the Redeveloper has not been able to acquire all interests in the licenses for the cell towers/antennas and related facilities located within the Study Area necessary to complete the redevelopment project provided for under the Redevelopment Agreement and Redevelopment Plan Amendment #1; and

WHEREAS, the Township has agreed to assist the Redeveloper acquire by negotiated agreement or through the use the Township's powers of eminent domain, those interests in the licenses for the cell towers/antennas and related facilities located within the Study Area needed by the Redeveloper to complete the redevelopment project as provided for under the Redevelopment Agreement and Redevelopment Plan Amendment #1; and

WHEREAS, the Township's acquisition of those interests needed by the Redeveloper to complete the redevelopment project as provided for under the Redevelopment Agreement and Redevelopment Plan Amendment #1 would be for the public purpose of effectuating the redevelopment of the Study Area; and

WHEREAS, pursuant to powers granted under the LRHL including, but not limited to N.J.S.A. 40A:12A-8, the Township has the power to acquire the required real property interests for the redevelopment project for a public purpose through negotiated agreement or by the exercise of its powers of eminent domain; and

WHEREAS, the Township desires to acquire the acquire all interests in the licenses for the cell towers/antennas and related facilities located within the Study Area necessary to complete the redevelopment project; and

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

SECTION 1. The Township of Mahwah be and is hereby authorized to acquire, by negotiation, contract of purchase or by the exercise of its power of eminent domain pursuant to LRHL including, but not limited to, N.J.S.A. 40A:12A-8 in the manner provided for in the Eminent Domain Act, N.J.S.A. 20:3-1 et seq., any and all interests in the licenses for the cell towers/antennas and related facilities located within the Study Area necessary to complete the redevelopment project for the purposes of Redevelopment as described above; and

SECTION 2. The Township of Mahwah be and is hereby authorized to take all such actions necessary to, and is hereby authorized to, convey to the Redeveloper as provided for, and under the terms of, in the Redevelopment Agreement any property interests acquired in the Study Area for the purpose of using same in the redevelopment of the Study Area as provided for under the Redevelopment Agreement and Redevelopment Plan Amendment #1; and

SECTION 3. The Township Attorney, any special counsel retained by the Township, and the Township Clerk are hereby authorized to hire and employ such appraisers, environmental consultants, engineers, surveyors, planners and other experts as may be appropriate to effectuate such acquisitions, whether by negotiation or eminent domain proceedings, and to pay said consultants and experts a reasonable fee for their services; and

SECTION 4. The amount to be offered by the Township pursuant to N.J.S.A. 20:3-6 to the owner of any interest in the Study Area being acquired by the Township shall be fixed by further resolution of the Township upon receipt and approval of an appraisal report prepared on behalf of the Township by a qualified licensed real estate appraiser and which offer shall also address any rights and/or remedies the Township may have to escrow funds for, and/or recover the costs of, the environmental remediation and/or clean-up the property being acquired in accordance with all applicable laws that have been incurred, or may be incurred in the future, by the Township due to environmental conditions in existence on the property or property interest being acquired on and/or before the date of vesting of title and possession of said property or property interest in the name of the Township; and

SECTION 5. The Township Attorney, any special counsel retained by the Township, and the Township Clerk are hereby authorized to take any and all actions necessary to acquire the interests in the Study Area for the purposes of Redevelopment described hereinabove, either through negotiation or, if necessary, the exercise of the Township's power of eminent domain; and

SECTION 6. The Mayor and Township Clerk are hereby authorized to execute and witness any documents or instruments necessary to acquire the interests in the Study Area for the purposes of Redevelopment described hereinabove; and

SECTION 7. If any word, phrase, clause, section or provision of this ordinance shall be adjudged by any Court of competent jurisdiction to be unenforceable, illegal or unconstitutional, such word, phrase, clause, section, or provision shall be severable from the balance of this Ordinance and the remainder of this Ordinance shall remain in full force and effect; and

SECTION 8. If any ordinances or parts thereof are in conflict with the provisions of this Ordinance, such ordinances or parts thereof are hereby repealed to the extent of such conflict; and

SECTION 9. This Ordinance shall take effect upon passage and publication in accordance with applicable law.

Introduced: _____

Adopted: _____

Effective Date: _____

TOWNSHIP OF MAHWAH

Robert M. Ferguson III
Council President

ATTEST:

Carolyn George
Township Clerk

DATE OF INTRODUCTION: December 9, 2024

DATE OF ADOPTION: _____

**TOWNSHIP OF MAHWAH
ORDINANCE NO. 2048**

AN ORDINANCE OF THE TOWNSHIP OF MAHWAH VACATING A PORTION OF JEFFERSON STREET BETWEEN THE SOUTHERN SIDELINE OF FAIRMOUNT AVENUE AND THE NORTHERN SIDELINE OF EDISON ROAD WHICH IS A CERTAIN STREET NEVER OPENED OR CONSTRUCTED AND DEEMED A PAPER STREET.

WHEREAS, the street or road hereinafter set forth exists on the tax map for the Township of Mahwah and has never been opened or constructed and is deemed a paper street; and

WHEREAS, the Township has received a request from Stephen Opremcak, owner of 774 Wycoff Avenue, to vacate a certain portion of Jefferson Street that runs along his property (Block 177, Lot 1-10) and the properties owned by June Stahl Block 177, Lot 11 & Block 178, Lot 1.02).

WHEREAS, the portion of Jefferson Street to be vacated is the portion that runs along Block 177, Lot 1-10; Block 177, Lot 11; and Block 178, Lot 1.02 and will be removed from the tax maps of the Township of Mahwah; and

WHEREAS, the request has been reviewed by the Township Engineer, who has determined that the Area will no longer be needed for municipal purposes, has confirmed that the metes and bounds description and plat is acceptable as to form, and has indicated that he does not object to the Township vacating the Area; and

WHEREAS, the Township Council has determined that vacating the Area is in the best interest of the Township; and

WHEREAS, N.J.S.A. 40:67-19 authorizes the Township to release and extinguish the public's rights in the Area.

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

1. The public rights and interests in the Area, that runs along Block 177, Lot 1-10; Block 177, Lot 11; and Block 178, Lot 1.02 are hereby vacated, abandoned, and released by the Township.
2. By virtue of such release, the Area shall be held by the owner or owners thereof free and discharged from all public rights as a public street, as if said public rights had never existed, subject to any easement which may exist for storm water drainage.
3. The appropriate Township officials are hereby authorized to execute any collateral documents necessary to effectuate the purposes of this Ordinance.
4. To the extent that public utilities possess any rights and privileges within the Area as defined by R.S. 48:2-13, and by any cable television company as defined in the Cable Television Act, N.J.S.A. 48:5A-1 et seq., any and all rights to maintain, repair and replace facilities, in, adjacent to, over or under the aforementioned portions of said area, are hereby expressly reserved from vacation.
5. In accordance with N.J.S.A. 40:49-6, at least one (1) week prior to the time fixed for the consideration of this Ordinance for final passage, a copy of this Ordinance, together with a notice of its introduction and the time and place when and where the Ordinance will be

further considered for final passage, shall be provided to the owners of all real property, as shown on the current tax map duplicates, located adjacent to the Area.

6. In accordance with N.J.S.A. 40:67-21, The Township Clerk shall, within sixty (60) days after the Ordinance becomes effective, file a certified copy of the Ordinance, together with a copy of proof of publication thereof, with the Clerk of Bergen County for recording.
7. All costs relating to this Ordinance must be paid by the property owner.

BE IT FURTHER ORDAINED, that all ordinances of the Township of Mahwah that are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED, that if any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

BE IT FURTHER ORDAINED that this Ordinance shall take effect twenty (20) days following final passage, approval, and publication as required by law.

Introduced: _____

Adopted: _____

Effective Date: _____

ATTEST:

TOWNSHIP OF MAHWAH
COUNTY OF BERGEN
STATE OF NEW JERSEY

Carolyn George, RMC
Municipal Clerk

By:

Robert M. Ferguson III
Council President

**TOWNSHIP OF MAHWAH
ORDINANCE #2043**

WHEREAS, the Township of Mahwah established salary ranges for all employee salaries, and

WHEREAS, the Township of Mahwah has approved a collective bargaining agreement for calendar years 2022 – 2026 with the UPSEU White Collar Unit, and

WHEREAS, the Township of Mahwah establishes salary adjustments for nonunion employees in accordance with the related collective bargaining unit adjustments, and

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Mahwah that the salary ranges for white collar employees (and associated non-union employees) for the year 2025 be as follows:

<u>TITLES</u>	<u>ANNUAL SALARY</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
LEGISLATIVE		
Council President	\$11,000	\$11,000
Council Vice President	\$10,000	\$10,000
Council Person	\$10,000	\$10,000
OFFICE OF TOWNSHIP CLERK		
Township Clerk	\$72,500	\$109,993
Deputy Township Clerk	\$55,000	\$78,566
Senior Clerk	\$42,500	\$43,499
OFFICE OF THE MAYOR		
Mayor	\$20,000	\$20,000
DEPARTMENT OF ADMINISTRATION & FINANCE		
Business Administrator	\$150,000	\$231,000
Deputy Business Administrator	\$55,000	\$95,000
Community Communications Specialist	\$43,000	\$70,000
Administrative Support Specialist	\$47,500	\$61,773
Assistant to the Business Administrator	\$55,000	\$63,225
Executive Secretary to the Mayor	\$62,500	\$89,357
Qualified Purchasing Agent (with Cert)	\$62,500	\$86,518
HR Manager	\$62,500	\$95,806

BUREAU OF TREASURY	<u>MINIMUM</u>	<u>MAXIMUM</u>
Chief Financial Officer *	\$100,000	\$184,230
Assistant to the Chief Financial Officer	\$62,500	\$70,198
Assistant to the Municipal Treasurer	\$62,500	\$77,032
Finance Assistant	\$55,000	\$60,355
 BUREAU OF COLLECTION		
Tax & Utility Collector (combined)	\$72,500	\$90,000
Deputy Tax Collector (w/Cert.)	\$55,000	\$63,225
Senior Account Clerk	\$42,500	\$45,567
 BUREAU OF ASSESSMENT		
Tax Assessor	\$72,500	\$99,860
Principal Assessor Clerk	\$47,500	\$70,710
 Access Transportation		
Van Driver/Clerk	\$42,500	\$43,499
Senior Van Driver	\$47,500	\$61,328
Van Driver - (Temp) Hourly	\$15.00/hr.	\$19.00/hr.
 SENIOR CITIZENS CENTER		
Director	\$72,500	\$95,000
Senior Coordinator	\$55,000	\$58,544
 DEPARTMENT OF PLANNING & ZONING		
Administrative Officer/Zoning Officer	\$72,500	\$102,350
Senior Clerk	\$42,500	\$52,382
Zoning /Property Maintenance Inspector	\$42,500	\$52,382
Technical Administrative Support Specialist	\$47,500	\$52,125
Zoning/Property Maintenance Inspector - P/T	\$15.00/hr.	\$25.00/hr.
 DEPARTMENT OF LAND USE		
Township Engineer	\$130,000	\$187,630
Director of Land Use	\$30,000	\$53,608
 DEPARTMENT OF PUBLIC WORKS		
Administrative Clerk	\$55,000	\$58,969

DEPARTMENT OF HEALTH	<u>MINIMUM</u>	<u>MAXIMUM</u>
Health Officer	Contractual	Contractual
Senior Environmental Health Specialist	\$72,500	\$87,305
Environmental Health Specialist	\$62,500	\$92,980
Administrative Secretary/Registrar of Vital Statistics	\$55,000	\$80,898
Health Inspector - P/T Hourly	\$20.00/hr.	\$45.00/hr.
Senior Clerk	\$42,500	\$56,162
 DEPARTMENT OF POLICE		
Administrative Secretary	\$55,000	\$67,788
Senior Dispatcher (15 + years)	\$78,500	\$78,500
Senior Dispatcher (11 -15 years)	\$64,510	\$72,352
Intermediate Dispatcher 5-10	\$50,590	\$53,670
Junior Dispatcher 1-4	\$42,500	\$52,107
Records Technician	\$47,500	\$58,544
Records Clerk	\$42,500	\$49,759
 DEPARTMENT OF INSPECTIONS		
Construction Code Official	\$72,500	\$144,649
Building Subcode Official - P/T	\$5,000	\$15,987
Plumbing Subcode Official	\$72,500	\$101,446
Fire Subcode Official - P/T	\$18,720	\$35,518
Control Person	\$47,500	\$59,920
Controller	\$42,500	\$51,179
Senior Clerk	\$42,500	\$51,179
 DEPARTMENT OF EMERGENCY SERVICES		
Director Department of Emergency Services	\$5,500	\$5,500
Coordinator Emergency Management Services	\$10,000	\$11,000
Logistics Coordinator	\$7,500	\$8,250
Deputy Coordinators	\$1,745	\$1,800
CERT Coordinator	\$1,200	\$1,500
 FIRE DIVISION		
Fire Chief	\$8,000	\$15,000
First Assistant Fire Chief **	\$5,000	\$13,000
Second Assistant Fire Chief **	\$5,000	\$13,000
Secretary - Fire Department - P/T **	\$4,000	\$4,500
Training/Records Secretary - Fire Department - P/T	\$2,000	\$4,000
LOSAP Secretary - Fire Depart/Ambulance - P/T	\$1,500	\$2,500
Stipend Secretary- P/T	\$2,000	\$2,000

BUREAU OF FIRE PREVENTION

	<u>MINIMUM</u>	<u>MAXIMUM</u>
Fire Official	\$72,500	\$81,429
Fire Inspector	\$62,500	\$71,847
Fire Inspector - P/T	\$15.00/hr.	\$30.00/hr.

MUNICIPAL COURT

Municipal Judge	\$30,000	\$55,966
Municipal Judge - Special Sessions	\$400/ses.	\$400/ses.
Municipal Court Administrator	\$72,500	\$98,763
Deputy Court Administrator	\$47,500	\$57,615
Violations Clerk	\$42,500	\$45,567
Senior Clerk	\$42,500	\$50,000

WATER AND SEWER UTILITY

Senior Clerk	\$42,500	\$43,499
Senior Account Clerk	\$42,500	\$43,499

AGENCIES; BOARDS; COMMITTEES

Secretary Environmental Commission - P/T	\$4,000	\$4,000
Secretary Historic Preservation Commission - P/T	\$4,000	\$4,000

NORFOLK VILLAGE

Superintendent	\$45,000	\$57,897
Office Manager- P/T	\$25.00/hr.	\$32.00/hr.

PART TIME AND HOURLY RATE EMPLOYEES**A. ADMINISTRATIVE AND EXECUTIVE**

Secretarial/Clerical/Reception - P/T	\$12.00/hr.	\$20.00/hr.
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C. MUNICIPAL POOL

Municipal Pool Manager	\$25,000	\$36,055
Assistant Managers	\$8,000	\$12,000
Head Swim Team Coach	\$950	\$2,500
Assistant Swim Team Coach	\$800	\$2,000
Head Dive Team Coach	\$800	\$1,500
Gate Attendants /Vendor Operator	\$8.00/hr.	\$12.00/hr.
Gate Attendants/Vendor Operator (Age 18 and Up)	\$11.10/hr.	\$14.00/hr.
Lifeguard	\$8.25/hr.	\$15.00/hr.
Lifeguard (Age 18 and up)	\$11.10/hr.	\$18.00/hr.
Swim Instructors	\$8.50/hr.	\$15.00/hr.
Swim Instructors (Age 18 and up)	\$11.10/hr.	\$18.00/hr.

	<u>MINIMUM</u>	<u>MAXIMUM</u>
B. DEPARTMENT OF POLICE		
School Crossing Guards	\$14.00/hr.	\$25.00/hr.
Dispatchers - per diem	\$12.00/hr.	\$25.00/hr.
C. RECREATION		
Recreation Director	\$20,000	\$92,115
Secretary Recreation Commission - P/T	\$4,000	\$4,000
Program Director	\$6,000	\$7,000
Professional Staff	\$13.50/hr.	\$20.00/hr.
Counselor	\$8.00/hr.	\$15.50/hr.
Counselor (Age 18 and up)	\$ 11.10/hr.	\$15.50/hr.
D. DEPARTMENT OF INSPECTIONS		
Building Inspector (Temp)	\$20.00/hr.	\$60.00/hr.
Electrical Inspector (Temp)	\$20.00/hr.	\$55.00/hr.
Plumbing Inspector (Temp)	\$20.00/hr.	\$35.00/hr.
E. MUNICIPAL COURT		
Municipal Court Administrator (Temp)	\$20.00/hr.	\$30.00/hr.
Clerical - P/T Hourly	\$12.00/hr.	\$20.00/hr.

* Retro to 4/1/2024

** Retro to 1/1/2024

SECTION 1. This ordinance shall take effect twenty (20) days following final passage, approval, and publication as required by law.

Introduced: 11/25/24
 Adopted: 12/9/24
 Effective Date:

TOWNSHIP OF MAHWAH

Robert M. Ferguson, III
 Council President

ATTEST:

Carolyn George, RMC
 Municipal Clerk

TOWNSHIP OF MAHWAH
ORDINANCE NO. 2044

WHEREAS, the Township of Mahwah established salary ranges for all employee salaries, and

WHEREAS, the Township of Mahwah has approved a collective bargaining agreement for calendar years 2022 – 2026 with the UPSEU Blue Collar Unit; and

WHEREAS, the Township of Mahwah establishes salary adjustments for nonunion employees in accordance with the related collective bargaining unit adjustments, and

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Mahwah that the salary ranges for blue collar employees (and associated management employees) for the year 2025 be as follows:

<u>TITLES</u>	<u>ANNUAL SALARY</u>	<u>MAXIMU M</u>
	<u>MINIMUM</u>	
DEPARTMENT OF PUBLIC WORKS		
Director of Public Works	\$100,000	\$161,926
Superintendent of Public Works	\$80,000	\$97,375
Foreman-DPW	\$69,980	\$99,266
Public Works Maintenance Worker	\$42,720	\$77,488
Custodian	\$42,720	\$47,823
Mechanic	\$51,806	\$77,749
Tree Service Maintenance Worker	\$51,806	\$74,892
 WATER AND SEWER UTILITY		
Superintendent- Water/Sewer	\$69,980	\$114,651
Licensed Water Utility Operator	\$5,000	\$15,000
Licensed Sewer Utility Operator	\$5,000	\$15,000
Foreman- Water/Sewer	\$69,980	\$97,127
Senior Mechanic	\$69,980	\$95,693
Mechanic	\$51,806	\$77,559
Utility Person	\$42,720	\$90,006

DEPARTMENT OF PUBLIC WORKS & WATER/SEWER UTILITY

Laborer/Summer/Seasonal

\$8.00/hr.

\$22.00/
hr.

SECTION 1. This ordinance shall take effect twenty (20) days following final passage, approval, and publication as required by law.

Introduced: 11/25/24

Adopted: 12/9/24

Effective Date:

TOWNSHIP OF MAHWAH

Robert M. Ferguson, III
Council President

ATTEST:

Carolyn George, RMC
Municipal Clerk

**TOWNSHIP OF MAHWAH
ORDINANCE NO. 2045**

AN ORDINANCE SETTING SALARIES FOR SWORN OFFICER OF THE POLICE DEPARTMENT FOR 2025

WHEREAS, The Township of Mahwah establishes salary ranges for all employee salaries; and

WHEREAS, the Township of Mahwah has approved a collective bargaining agreement for 2025 with the Mahwah Policemen's Benevolent Association Local 143; and

WHEREAS, the Township of Mahwah establishes salary adjustments for nonunion employees in accordance with the related collective bargaining unit adjustments;

NOW, THEREFORE, BE IT RESOLVED, by The Township Council of the Township of Mahwah, that the base salary ranges for the below titles for the year 2025 be as follows:

TITLE	ANNUAL SALARY	
	Minimum	Maximum
DEPARTMENT OF POLICE		
Chief of Police	\$230,462	\$230,462
Captain	\$209,759	\$209,759
Detective Lieutenant	\$185,657	\$185,657
Lieutenant	\$180,505	\$180,505
Detective Sergeant	\$175,350	\$175,350
Sergeant	\$170,200	\$170,200
Detective	\$165,048	\$165,048
Patrol Officer	\$45,930	\$159,891

SECTION 1. This ordinance shall take effect twenty (20) days following final passage, approval, and publication as required by law.

Introduced: 11/25/24

Adopted: 12/9/24

Effective Date:

TOWNSHIP OF MAHWAH

Robert M. Ferguson, III
Council President

ATTEST:

Carolyn George, RMC
Municipal Clerk

**TOWNSHIP OF MAHWAH
ORDINANCE NO. 2046**

**AN ORDINANCE OF THE TOWNSHIP OF MAHWAH, COUNTY OF
BERGEN, STATE OF NEW JERSEY, AMENDING THE TOWNSHIP
CODE TO ESTABLISH A NEW ARTICLE IV ENTITLED "LEAD-BASED
PAINT HAZARD INSPECTION REQUIREMENTS FOR RENTAL
DWELLINGS" IN ORDER TO ESTABLISH A LEAD-BASED PAINT
HAZARD INSPECTION PROGRAM**

WHEREAS, N.J.S.A. 52:27D-437.1 established the Lead Hazard Control Assistance Act lead-based testing program for residential rental properties; and

WHEREAS, N.J.S.A. 52:27D-437.16 now requires all municipalities to inspect every single-family, two-family and multiple-rental dwelling located within the municipality at tenant turnover for lead-based paint hazards; and

WHEREAS, the Township of Mahwah is required, accordingly, to maintain a lead-based paint hazard inspection program (the "Program") under N.J.S.A. 52:27D-437.16; and

WHEREAS, the Township Council of the Township of Mahwah has determined that it is in the best interest of the Township to amend the Township Code to establish such a Program.

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

SECTION 1. Chapter 10, Building and Housing, of the Township Code is hereby amended to establish Section 10-9, Lead-Based Paint Inspections of Rental Properties, to read as follows:

§ 10-9 Lead-Based Paint Inspections of Rental Properties

§ 10-9.1 Definitions.

The following terms shall have the meanings indicated below pursuant to N.J.S.A. 52:27D-437.16, as may be amended and which is incorporated by reference. Additional definitions as may be established by N.J.A.C. 5:28A-1.1 et seq. are incorporated by reference.

COMMON INTEREST COMMUNITY

A real estate development or neighborhood in which the property is burdened by servitudes requiring property owners to contribute to maintenance of commonly held property or to pay dues or assessments to an owners' association that provides services or facilities to the community.

DUST WIPE SAMPLING

A sample collected by wiping a representative surface and tested in accordance with a method approved by the United States Department of Housing and Urban Development.

LEAD INSPECTOR

A person certified by the Department of Community Affairs to perform lead inspection and risk assessment work pursuant to N.J.A.C. 5:17-1.1 et seq. This includes the ability to perform dust wipe sampling.

LEAD-BASED PAINT HAZARD

Any condition that causes exposure to lead from lead-contaminated dust or lead-contaminated paint that is deteriorated or present in surfaces that would result in adverse human health effects.

LEAD-FREE CERTIFICATION

A certification that confirms that a lead-based paint inspection was performed and that no lead-based paint exists in the dwelling unit or that all lead-based paint hazards have been fully abated.

LEAD-SAFE CERTIFICATION

A certification that confirms that a lead-based paint inspection was performed and no lead-based paint hazards were found. This certification is valid for two years from the date of issuance.

TENANT TURNOVER

The time at which all existing occupants vacate a dwelling unit and all new tenants move into the dwelling unit.

VISUAL ASSESSMENT

A visual examination for deteriorated paint or visible surface dust, debris, or residue.

VISUAL ASSESSOR

A person that is certified to perform a visual assessment.

§ 10-9.2 Lead-based paint inspection.

- A. A lead inspector for the Township of Mahwah shall inspect every single-family, two-family, and multiple rental dwelling located within the Township of Mahwah for lead-based paint hazards through visual assessment and dust wipe sampling in accordance with N.J.S.A. 52:27D-437.1 et seq., as may be amended from time to time.
- B. The property owner or landlord may, in lieu of having the dwelling inspected by the Township's lead inspector, directly hire a private lead inspector who is certified to provide lead paint inspection services by the Department of Community Affairs to perform the lead-based paint inspection in accordance with N.J.S.A. 52:27D-437.1 et seq., as may be amended from time to time.

- C. An initial inspection for lead-based paint hazards shall occur before July 22, 2024, or at tenant turnover, whichever is earlier. Thereafter, all such dwelling units shall be inspected at tenant turnover, or every three years, whichever is earlier.
- D. Inspections for lead-based paint in rental dwelling units shall be governed by the standards set forth in N.J.S.A. 52:27D-437.1 et seq., and N.J.S.A. 55:13A-1 et seq. A dwelling unit in a single-family, two-family, or multiple-rental dwelling shall not be subject to inspection and evaluation for the presence of lead-based paint hazards if the unit:
- (1) Has been certified to be free of lead-based paint;
 - (2) Was constructed during or after 1978;
 - (3) Is in a multiple dwelling that has been registered with the Department of Community Affairs as a multiple dwelling for at least 10 years, either under the current or a previous owner, and has no outstanding lead violations from the most recent cyclical inspection performed on multiple use dwelling under the Hotel and Multiple Dwelling Law; See N.J.S.A. 55:13A-1 et seq.
 - (4) Is a single-family or two-family seasonal rental dwelling which is rented for less than six months duration each year by tenants that do not have consecutive lease renewals; or
 - (5) Has a valid lead-safe certification.
- E. If lead-based paint hazards are identified upon inspection, the owner and/or landlord of the dwelling unit, at his or her own cost, shall remediate the hazards through abatement or lead-based paint hazard control mechanisms, approved in accordance with N.J.S.A. 52:27D-437.1 et seq. Within 60 days of the remediation of the lead-based paint hazard, the Township's lead inspector or visual assessor, as may be applicable, or the owner and/or landlord's private lead inspector shall conduct an additional inspection of the dwelling unit to certify that the hazard no longer exists and file that certification with Mahwah Township.
- F. If no lead-based paint hazards are identified, then the Township's lead inspector or the owner and/or landlord's private lead inspector, whichever was responsible for the inspection of the dwelling unit, shall certify the dwelling as lead-safe on a form prescribed by the Department of Community Affairs, which shall be valid for two years.
- G. In accordance with N.J.S.A. 52:27D-437.1 et seq., the owner and/or landlord of every single-family, two-family, and multiple rental dwelling located within the Township shall:
- (1) Provide evidence of a valid lead-safe certification and the most recent tenant turnover to the Township of Mahwah at the time of the cyclical inspection.

- (2) Provide evidence of a valid lead-safe certification to new tenants of the property at the time of tenant turnover and shall affix a copy of such certification as an exhibit to the tenant's or tenants' lease.
 - (3) Maintain a record of the lead-safe certification which shall include the name or names of the unit's tenant or tenants if the inspection was conducted during a period of tenancy.
- H. The fees for a lead-based paint inspection performed by the landlord's private lead inspector and for the filing of the certification with Mahwah Township shall be assessed as follows:
 - (1) The fee for a visual assessment is \$250 per unit performed by the Township's third-party lead inspector, which fee shall be billed directly by such vendor to the party requesting the inspection.
 - (2) The fee for the filing of a lead-safe certification or lead-free certification shall be \$20 and shall be paid to Mahwah Township.
 - (3) In a common interest community, any inspection fee charged shall be the responsibility of the unit owner and not the homeowners' association, unless the association is the owner of the unit.
 - (4) In accordance with N.J.S.A. 52:27D-437.16(h), an additional state fee of \$20 per dwelling unit inspected by the Township's lead inspector or the owner's private lead inspector shall be assessed for the purposes of the Lead Hazard Control Assistance Act (N.J.S.A. 52:27D-437.1 et, seq.) unless the unit owner demonstrates that the Department of Community Affairs has already assessed an additional inspection fee of \$20. The fees collected pursuant to this subsection shall be paid directly to the Township and shall be deposited into the Lead Hazard Control Assistance Fund.
- I. Re-inspection/clearance by the Township's third-party lead inspector is \$295 per unit, and shall be billed directly by such vendor to the party requesting the inspection.

§ 10-9.3 Violations and Penalties.

In accordance with N.J.S.A. 52:27D-437.19, the penalties for a violation of § 10-9.2 subsections E and G shall be as follows:

- A. If a property owner has failed to conduct the required inspection or initiate any remediation efforts, the owner shall be given 30 days to cure the violation.

B. If the property owner has not cured the violation after 30 days, the property owner shall be subject to a penalty not to exceed \$1,000 per week until the required inspection is conducted or remediation efforts have been initiated.

SECTION 2. Ordinances, resolutions, regulations or parts of ordinances, resolutions and regulations inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 3. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such a decision shall not affect the remaining portions of this Ordinance.

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

Introduced: 11/25/24

Adopted:

Effective Date:

TOWNSHIP OF MAHWAH

Robert M. Ferguson III, Council President

ATTEST:

Carolyn George, RMC
Municipal Clerk

RESOLUTION

**TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430**

**RESOLUTION #425-24
DATE: December 9, 2024**

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

WHEREAS, bids were solicited on November 12, 2024 for Bid MTB #24-04 “Commodore Perry Fence Improvement Project”; and

WHEREAS, seven bids were received at the bid opening held on December 3, 2024; and

WHEREAS, the bids were reviewed by Administration, the Township Attorney and the Township Engineer; and

WHEREAS, the apparent low bid submitted by Challenger Fence, Inc., is nonresponsive, as they failed to submit a properly executed Consent of Surety and therefore subject to mandatory rejection as per N.J.S.A.40A:11-23.2; and

WHEREAS, the bid received from WBE Fence Company, Inc. was determined to be in substantially proper form and in compliance with N.J.S.A. 4A:11-1 et seq., rendering it the lowest responsive responsible bidder; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the municipal Budget of the Township of Mahwah; and

WHEREAS, the Township Council desires to award the contract to WBE Fence Company, Inc. for this project.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Mahwah hereby awards a contract for bid MTB #24-04 “Commodore Perry Fence Improvement Project” to WBE Fence Company, Inc., for the total Base Bid amount of \$99,660.00.

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 #24-04 shall not exceed \$99,660.00 without further authorization of the Governing Body and the Chief Financial Officer has certified that the funds are available in Capital Account 04-215-55-377-022; 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, Recreation Director, and WBE Fence Company, Inc., 11 Deer Court, Brewster, NY 10509.

C E R T I F I C A T I O N

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 9th day of December, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

**COMMODORE PERRY FENCE IMPROVEMENT PROJECT
TOWNSHIP OF MAHWAH
BERGEN COUNTY, NEW JERSEY
OUR FILE NO MA-1974**

BID DATE: December 3, 2024 Time 11:30 A.M.

Challenger Fence, Inc. 53 Kentucky Avenue Paterson, NJ 07503			WBE Fence Company, Inc. 11 Deer Court Brewster, NY 10509			C & S Fencing 475 Market Street, Suite 120 Elmwood Park, NJ 07407			Yaboo Fence Company 95 West Nyack Way West Nyack, NY 10994			Giacorp Contracting, Inc. 11 Bradhurst Avenue Paterson, NJ 07504		
ITEM NO.	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	\$7,500.00	\$7,500.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$9,600.00	\$9,600.00	\$10,000.00	\$10,000.00				
2	\$80.00	\$56,000.00	\$67.00	\$46,900.00	\$76.00	\$53,200.00	\$87.00	\$60,900.00	\$72.00	\$50,400.00				
3	\$115.00	\$14,950.00	\$71.00	\$9,230.00	\$83.00	\$10,790.00	\$139.00	\$18,070.00	\$282.50	\$36,725.00				
4	\$30.00	\$14,700.00	\$70.00	\$34,300.00	\$48.00	\$23,520.00	\$56.00	\$27,440.00	\$61.25	\$30,012.50				
5	\$750.00	\$3,000.00	\$250.00	\$1,000.00	\$1,200.00	\$4,800.00	\$900.00	\$3,600.00	\$1,625.00	\$6,500.00				
6	\$20.00	\$2,200.00	\$43.00	\$4,730.00	\$51.00	\$5,610.00	\$31.00	\$3,410.00	\$68.19	\$7,500.90				
		\$98,350.00			\$99,660.00			\$101,920.00			\$123,020.00		\$141,138.40	

**COMMODORE PERRY FENCE IMPROVEMENT PROJECT
TOWNSHIP OF MAHWAH
BERGEN COUNTY, NEW JERSEY
OUR FILE NO MA-1974**

BID DATE: December 3, 2024 Time 11:30 A.M.

BID DATE: December 3, 2024 Time 11:30 A.M.

National Fence Systems, Inc.
1033 Rt. 1
Avenel, NJ 07001

Senco Metals, LLC
318 McLean Blvd., Unit 4
Paterson, NJ 07504

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
BASE BID							
1	Clearing Site	L.S.	1	\$6,400.00	\$6,400.00	\$10,000.00	\$10,000.00
2	Chain-link fence, PVC coated steel, 10' high	L.F.	700	\$110.00	\$77,000.00	\$115.00	\$80,500.00
3	Chain-link fence, PVC coated steel, 16' high	L.F.	130	\$155.00	\$20,150.00	\$160.00	\$20,800.00
4	Solid vinyl fence, 6' high	L.F.	490	\$60.00	\$29,400.00	\$90.00	\$44,100.00
5	Gate, chain-link fence, PVC coated steel, 4' wide, 7' high	Unit	4	\$2,200.00	\$8,800.00	\$1,000.00	\$4,000.00
6	Fence privacy slats, 10' high	L.F.	110	\$43.00	\$4,730.00	\$60.00	\$6,600.00
TOTAL BASE BID					\$146,480.00		\$166,000.00

RESOLUTION

TOWNSHIP OF MAHWAH

475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #426-24

DATE: December 9, 2024

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

**A RESOLUTION AUTHORIZING THE DISBURSEMENT OF FUNDS
FROM THE BCIA DPW PROJECT- PAYMENT #62 TO MAST CONSTRUCTION SERVICES, INC.**

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 AUTHORIZING 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 #62 in the amount of \$ 12,675.00 is payable to MAST Construction Services, Inc. and is being sent to M&T Bank on December 9, 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.

C E R T I F I C A T I O N

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 9th day of December. 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- 62

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. 2021-62 (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:
MAST Construction Services, Inc.
3. The amount to be paid to such person, firm or corporation (MAST Construction Services, Inc.) is \$ 12,675.00.
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: MAST Construction Services, Inc.

Address: 96 East Main Street
Little Falls, NJ 07424
Attn: Ted Domuracki

Amount: \$ \$ 12,675.00

Date: December 9, 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

MAST Construction Services, Inc. Invoice 354-14-1124 \$12,675.00

[ATTACH BILLING/PAGES AS NECESSARY]

MAST

MAST CONSTRUCTION SERVICES, INC.

November 30, 2024

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

Re: Statement of Services
Pre - Construction Management Phase of New DPW
Invoice 354-14-1124

For Construction Management (CM) Service

Pre-Construction:	CM Fee	November 2024		
Contract	Contract Amount Billed to Date This Requisition			Total Remaining
6/1/2023 Construction	\$112,500.00	\$112,500.00	\$0.00	\$0.00
6/1/2023 Construction	\$304,200.00	\$121,200.00	\$12,675.00	\$170,325.00
6/1/2023 Close-Out	\$25,350.00	\$0.00	\$0.00	\$25,350.00
	\$442,050.00	\$233,700.00	\$12,675.00	\$195,675.00

TOTAL INVOICE

\$12,675.00

Remit to: Ted Domuracki
MAST Construction Services, Inc.
96 East Main Street
Little Falls, NJ 07424

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #427-24
DATE: December 9, 2024

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

A RESOLUTION AUTHORIZING THE DISBURSEMENT OF FUNDS FROM THE BCIA DPW PROJECT - PAYMENT #63

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 AUTHORIZING 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 #63 in the amount of \$ 14,084.88 is payable to DiGeronimo, PC and is being sent to M&T Bank on December 9, 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.

C E R T I F I C A T I O N

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 9th day of December, 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- 63

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. 2021-63 (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 \$ 14,084.88.
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: \$ \$ 14,084.88

Date: December 9, 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 # 4232	\$ 14,084.88
----------------------	-----------------------	---------------------

[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@mahwahitwp.org

Invoice: 4232
Date: 12/2/2024

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

Architecture 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	\$137,127.60	96.29%	\$6,921.00	\$5,551.40
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	\$259,620.00	\$252,456.12	100.00%	\$7,163.88	\$0.00
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
	\$2,439,220.00	\$2,226,208.72	91.64%	\$14,084.88	\$198,926.40

Amount Due this Invoice:

\$14,084.88

Summary	
Contract Amount:	\$2,439,220.00
Balance not to Exceed:	\$2,439,220.00
Previously Billed:	\$2,226,208.72
Amount Due this Invoice:	\$14,084.88
Balance of Contract:	\$198,926.40

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

RESOLUTION

TOWNSHIP OF MAHWAH

475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #428-24

DATE: December 9, 2024

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

**A RESOLUTION AUTHORIZING THE TOWNSHIP OF MAHWAH TO ACCEPT A SUBGRANT
AWARD OF THE FEDERAL FISCAL YEAR 2024 OF EMERGENCY MANAGEMENT
PERFORMANCE GRANT AND EMERGENCY MANAGEMENT AGENCY ASSISTANCE.**

WHEREAS, the Township of Mahwah, Office of Emergency Management has been awarded a State Homeland Security Grant Program Sub-grant AFN#97.042, Subgrant Award #FY24-EMPG-EMAA-0233 from the New Jersey Department of Law and Public Safety, Office of the Attorney General; and the subgrant, consisting of a \$10,000.00 Federal Award is for the purpose of enhancing the township's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies; and

WHEREAS, the Township of Mahwah will use these funds to enhance the Emergency Management Program, and the funds will be used for Emergency Management purposes; and

WHEREAS, the award period is July 1, 2024 through June 30, 2025; and

WHEREAS, the subgrant award incorporates all conditions and representations contained or made in application and notice of award; and

WHEREAS, the Township of Mahwah Office of Emergency Management, designated by the New Jersey State Police, Office of Emergency Management, has submitted an application for a Subgrant award that has been required by the New Jersey State Office of Emergency Management.

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

1. That the Council accepts the award of the FFY24 Emergency Management Performance Grant Program (EMPG), Emergency Management Assistance Subgrant (EMAA) in the amount of up to \$10,000.00 in Federal Funds from the New Jersey State Police, Office of Emergency Management.
2. That the Chief Financial Officer and Director of Emergency Management are authorized to sign the appropriate subgrant award documents.

3. That copies of this resolution shall be forwarded to the New Jersey State Police, Office of Emergency Management, the Business Administrator, the Chief Financial Officer, Township Office of Emergency Management, and the County Division of Emergency Management and Office of Treasury.

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 9th day of December, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #429-24
DATE: December 9, 2024

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

**TO THE EXECUTION OF AN ORDER OF PROVISIONAL AUTHORIZATION AND DESIGNATION OF AN
ACTING MUNICIPAL COURT ADMINISTRATOR BETWEEN THE MUNICIPALITY OF MAHWAH AND
THE MUNICIPALITY OF RAMSEY**

WHEREAS, pursuant to N.J.S.A. 2B:12-10 the Municipality of Mahwah and the Municipality of Ramsey are required to provide for a Municipal Court Administrator; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et. seq., any municipality of the State of New Jersey may contract with any other municipality or municipalities to share services that any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, in accordance with N.J.S.A. 2B:12-1(c) the Municipality of Mahwah and the Municipality of Ramsey consent and agree to share the professional services of the Municipal Court Administrator on a provisional basis to undertake the duties of the absent Municipal Court Administrator during the scheduled and/or unscheduled leaves, within the two respective municipalities; and

WHEREAS, the pay rate pursuant to N.J.S.A. 2B:12-10(b) is \$25.00 per hour.

NOW, THEREFORE, BE IT RESOLVED this 9th day of December 2024, that the Municipality of Mahwah and the Municipality of Ramsey consent to the attached agreement.

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 9th day of December, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

Municipality of Mahwah and Municipality of Ramsey

County of Bergen

State of New Jersey

DATE: December 9, 2024

CONSENT AND AGREEMENT

**TO THE EXECUTION OF AN ORDER OF PROVISIONAL AUTHORIZATION AND
DESIGNATION OF AN ACTING MUNICIPAL COURT ADMINISTRATOR BETWEEN THE
MUNICIPALITY OF MAHWAH AND THE MUNICIPALITY OF RAMSEY**

WHEREAS, pursuant to N.J.S.A. 2B:12-10 the Municipality of Mahwah and the Municipality of Ramsey are required to provide for a Municipal Court Administrator; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et. seq., any municipality of the State of New Jersey may contract with any other municipality or municipalities to share services that any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, in accordance with N.J.S.A. 2B:12-1(c) the Municipality of Mahwah and the Municipality of Ramsey consent and agree to share the professional services of the Municipal Court Administrator on a provisional basis to undertake the duties of the absent Municipal Court Administrator during the scheduled and/or unscheduled leaves, within the two respective municipalities; and

WHEREAS, shall be paid the hourly rate of the absent Court Administrator; and

NOW, THEREFORE, BE IT RESOLVED this 9th day of December 2024, that the Municipality of Mahwah and the Municipality of Ramsey consent to the above agreement.

Witness/Attest

Municipality of Mahwah

Benjamin Kezmarsky
Clerk/Administrator

James Wysocki
Mayor

Witness/Attest

Municipality of Ramsey

Bruce Vozeh
Clerk/Administrator

Deirdre A. Dillon
Mayor

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #430-24
DATE: DECEMBER 9, 2024

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

AUTHORIZING REFUND OF CERTAIN OVERPAYMENTS WATER AND SEWER DEPARTMENT

WHEREAS, it has been determined by the Utilities Collector that the utility customers indicated on the attached Schedule A, attached, are entitled to Water and Sewer overpayment refunds, and;

WHEREAS, it is the desire of the Governing Body to have these overpayments returned to the respective utility customers.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Township of Mahwah, County of Bergen, State of New Jersey, that:

1. The Utilities Collector is hereby authorized to make overpayment refunds in the amount shown to the utility customers as appears on Schedule A, which is attached and made apart hereof.

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 9th day of December, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

SCHEDULE A
DECEMBER 9, 2024

OVERPAYMENT REFUNDS
WATER AND SEWER DEPARTMENT

The following utility customers are entitled to overpayment refunds:

1.	1019 Crown Court	\$128.30
2.	701 Ramapo Valley Road	\$6,130.00
3.	1264 Mulberry Drive	\$3,041.99

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #431-24
DATE: December 9, 2024

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

AUTHORIZING REFUND OF CERTAIN OVERPAYMENTS WATER AND SEWER DEPARTMENT

WHEREAS, it has been determined by the Utilities Collector that the utility customers indicated on the attached Schedule A, attached, are entitled to Water and Sewer overpayment refunds, and;

WHEREAS, it is the desire of the Governing Body to have these overpayments returned to the respective utility customers.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Township of Mahwah, County of Bergen, State of New Jersey, that:

1. The Utilities Collector is hereby authorized to make overpayment refunds in the amount shown to the utility customers as appears on Schedule A, which is attached and made apart hereof.

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 9th day of December, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

SCHEDULE A
DECEMBER 09, 2024
OVERPAYMENT REFUNDS
TAX COLLECTION DEPARTMENT

The following tax customer is entitled to an overpayment refund:

1. Blk 47/ Lot 35 for 50 North Railroad Avenue --\$1,656.95

RESOLUTION

**TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430**

**RESOLUTION #432-24
DATE: December 9, 2024**

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

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A65.1 et seq. allows any municipality or county to enter into a contract with any other municipality or county for the joint provision of any services within their joint jurisdiction; and

WHEREAS, the Borough of Paramus and the Township of Mahwah seek to enter into a Shared Services Agreement wherein the Borough of Paramus will provide maintenance and repair to Township of Mahwah vehicles which are directed to the Borough of Paramus, effective January 1, 2025 and terminating December 31, 2025; and

WHEREAS, the Township of Mahwah has reviewed and approves of the Agreement between the Borough of Paramus and the Township of Mahwah as on file with the Office of the Township Clerk for the term of the Agreement and the expenditure of funds pursuant to the terms thereof; and

WHEREAS, the Chief Financial Officer has provided a Certification as to Availability of Funds in Motor Pool Operating account #01-201-26-315-237 upon adoption of the 2025 budget;

NOW, THEREFORE BE IT RESOLVED, that the Township Council of the Township of Mahwah be and hereby authorizes and directs the Mayor and Township Clerk to execute the aforesaid Agreement between the Borough of Paramus and the Township of Mahwah for the year 2025; and

BE IT FURTHER RESOLVED, that an amount not to exceed of \$60,000.00 be encumbered for needed services under the agreement; and

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

BE IT FURTHER RESOLVED, that the encumbered amount of \$60,000.00 shall not be exceeded without the further authorization of the Governing Body and the CMFO has certified that funds are available; 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 provide a copy of this Resolution to the Mayor, Business Administrator, QPA, CMFO, Fire Chief, DPW Director, and the Borough of Paramus, One Jockish Square, Paramus, NJ 07652.

C E R T I F I C A T I O N

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 9th day of December, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President



**BOROUGH OF PARAMUS
County of Bergen
State of New Jersey**

RESOLUTION NO. 24-11-709

Dated: November 12, 2024

At a Regular Meeting of the Mayor and Council of the Borough of Paramus, County of Bergen, State of New Jersey, held on November 12, 2024.

**RESOLUTION AUTHORIZING THE MAYOR AND BOROUGH CLERK TO EXECUTE SHARED
SERVICE AGREEMENTS WITH THE FOLLOWING MUNICIPALITIES FOR A
MAINTENANCE/REPAIR SHARED SERVICE FOR VEHICLES**

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A65.1 et seq., allows any municipality or county to enter into a contract with any other municipality or county for the joint provision of any services within their joint jurisdiction; and

WHEREAS, and the Borough of Paramus and the following municipalities seek to enter into a Shared Services Agreement wherein the Borough of Paramus will provide maintenance and repair to vehicles which are directed to the Borough of Paramus by the municipalities effective January 1, 2025 and terminating on December 31, 2025; and

WHEREAS, the Borough of Paramus has reviewed and approves of the "Agreement" between the Borough of Paramus and the municipalities as on file with the Office of the Borough Clerk for the term of the contract and the expenditure of funds pursuant to the terms thereof;

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the Borough of Paramus agrees to authorize Mayor and Borough Clerk to execute the "Agreement" between the Borough of Paramus and the following list of municipalities as on file with the office of the Borough Clerk:

Allendale Ambulance Corps
Borough of Alpine
Bergen County Prosecutor's Office
Borough of Bergenfield
Township of Bloomfield
Borough of Bogota
Borough of Cliffside Park
Borough of Cresskill
Borough of East Newark
Township of Teaneck
The Elmwood Park Fire Department
City of Englewood
City of Garfield
City of Hackensack Fire Department
Town of Harrison Fire Department
Borough of Haledon
City of Hoboken
Borough of Ho-Ho-Kus
Borough of Hawthorne
Borough of Hillsdale

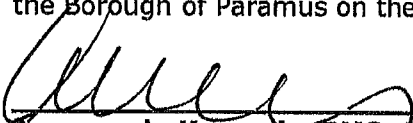
Township of Little Falls
Borough of Little Ferry
Borough of Lyndhurst
Passaic County Community College
Township of Mahwah
Borough of Northvale
Borough of Ridgefield
Borough of Wallington
Borough of Rockleigh
Rutherford Ambulance Corp
Township of South Hackensack
Borough of Tenafly
Borough of Teterboro
Township of Washington
Borough of Westwood
Town of West New York
Borough of Woodcliff Lake
Township of Wayne
Township of Saddle Brook
Borough of Oradell



BOROUGH OF PARAMUS
County of Bergen
State of New Jersey

Approved by a roll call vote: November 12, 2024

I hereby certify that this is a true and exact copy
of resolution adopted by the Mayor and Council of
the Borough of Paramus on the 12th day of November 2024



Annemarie Krusznis, RMC, CMC
Borough Clerk

Motion: Councilman Antonio

Second: Councilman Kaiser

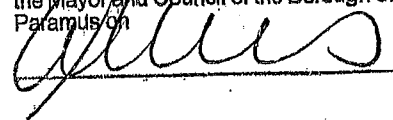
Yeas: Councilman Antonio, Councilman Kaiser, Councilman Nadera, Councilwoman Rizzo,
Councilwoman Weber, Councilman Wilkins

Nays: None

Abstain: None

Motion carries 6-0

I HEREBY CERTIFY that the foregoing
is a true copy of a resolution adopted by
the Mayor and Council of the Borough of
Paramus on



**SHARED SERVICES AGREEMENT
BETWEEN**

**THE BOROUGH OF PARAMUS
AND
THE TOWNSHIP OF MAHWAH**

FOR MAINTENANCE AND REPAIR OF VEHICLES

This Agreement is made on this 12, day of Nov, 2024, by and between THE BOROUGH OF PARAMUS, a municipal corporation of the State of New Jersey, whose principal address is, One Jockish Square, Paramus, New Jersey 07652, and THE TOWNSHIP OF MAHWAH, a municipal corporation of the State of New Jersey, whose principal address is, 475 Corporate Drive, Mahwah NJ 07430. (hereinafter collectively referred to as the Parties).

WITNESSETH:

WHEREAS, the Parties are municipalities located within Bergen County, State of New Jersey, authorized by law to enter into an agreement with another municipality to provide jointly for any lawful service to and for the residents of the respective municipalities pursuant to the provisions of the "Uniform Shared Service and Consolidation Act," N.J.S.A. 40A:65-1 et seq.,

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., government efficiency is encouraged through shared services stating, "[a]ny local unit may enter into an agreement with another local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units including services from licensed or certified professionals required by statute to be appointed; and

WHEREAS, the Parties are "local units" under N.J.S.A. 40:65-4(a)(1); and

WHEREAS, the Parties are committed to delivering services to their respective taxpayers in the most effective and cost-efficient manner; and

WHEREAS, the Township of Mahwah seeks this Agreement with the Borough of Paramus for the maintenance and repair of its fleet of vehicles;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, the Parties mutually agree as follows:

ARTICLE I:

UNIFORM SHARED SERVICES AND CONSOLIDATION ACT

The Parties are authorized to enter into this Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq.

ARTICLE II:

SCOPE OF SERVICES & PAYMENT FOR MAINTENANCE AND REPAIR OF VEHICLES

- A. Services Performed: The Borough of Paramus, Department of Public Works, Mechanical Maintenance Division shall provide labor, maintenance and services on vehicles at the rate of \$150.00 per hour during normal business hours. Emergency call out after hours will be billed at a rate of \$225.00 per hour.
- B. Parts: Parts will be purchased from local vendors under State Contract when available. An additional charge not to exceed 25% of the cost of the part may be added to cover any expenses incurred by the Borough of Paramus to retrieve parts.
- C. Tires: Tires will be purchased under State Contract pricing when available. Hourly labor rate will apply for tire change overs performed by the Borough of Paramus.
- D. Outside and Body Repairs: Will be performed by State Contract vendors when available. An additional charge not to exceed 15% of the repairs may be added to cover any expenses incurred by the Borough of Paramus, i.e., travel time, fuel, etc.
- E. Labor Time: Average labor time for a complete preventative maintenance including a comprehensive check list is 2 hours for motorcycles, 3 hours for a motor vehicles, 6 hours for trucks, and 8 hours for fire apparatus/ambulances. A quick lube service is available for a flat fee of \$75.00 for most automobiles (excluding trucks and diesel engines). This service includes up to 7 quarts of standard engine oil, oil filter, and a 12-point check list. Additional charges may be incurred for any additional parts or service that might be needed.
- F. Unscheduled Repairs: Unscheduled repairs will be billed at an hour for hour basis plus parts and materials.
- G. Payment: The administration of scheduling and billing will be the responsibility of the Mechanical office. A 15% administrative fee will be added not to exceed \$200.00 to all repair orders to cover the costs of faxes, postage, billing, copies, etc. The Borough of Paramus will bill the Township of Mahwah on a monthly

basis for all maintenance and repairs performed. Payment to the Borough of Paramus shall be made within thirty (30) days of receipt of monthly invoices.

- H. Pick-up and Delivery: CDL drivers from the Borough of Paramus may be available to pick up and return vehicles. Hourly rates will apply for this service.
- I. Notice: The Township of Mahwah shall give reasonable notice for the scheduling of maintenance and repairs.
- J. Emergencies: In the event of an emergency causing delay in the maintenance and repair of vehicles in its possession, the Borough of Paramus will make all efforts to complete the maintenance and repair within a reasonable time after the emergency.
- K. Subcontractors: In the event the Borough of Paramus is unable to perform maintenance and repair of the vehicles, accommodations will be made to have the work completed by an outside agency. No outside repairs will be made without first obtaining approval from the Township of Mahwah.

ARTICLE III:

TERM AND TERMINATION OF CONTRACT

- A. This Agreement shall be effective for a period of one year commencing on January 1, 2025 and terminating December 31, 2025;
- B. This Agreement shall automatically renew for a consecutive period of one year, unless terminated by either of the Parties by providing written notice at least thirty (30) days prior to the end of the yearly term; and
- C. This agreement can be terminated at any time by either party by giving written notice of termination ninety (90) days in advance of the expected date of termination.

ARTICLE IV:

INSURANCE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

- A. The Township of Mahwah represents and warrants that at all times during the term of this Agreement, including subsequent extensions, the Township of Mahwah shall maintained and kept in full force and effect, without expense to the Borough of Paramus and naming the Borough of Paramus as an additional insured, insurance coverage issued by an insurance company licensed to do business and to issue such insurance policies in the State of New Jersey with sufficient limits to

protect the Borough of Paramus, its employees, and agents with respect to any claims for bodily injury, emotional distress, or property damage resulting from conduct aimed to facilitate the terms of this Agreement; and

- B. To the fullest extent permitted by law, the Township of Mahwah shall release, indemnify and hold harmless the Borough Paramus, its employees, agents, and affiliates, from any and all obligations, liabilities, judgments, claims and demands which may arise out of its obligations under this Agreement. Nothing contained herein shall relieve the Parties from liability for willful acts of wrong doing committed by its employees, agents, or affiliates.

ARTICLE V:

GOVERNING LAW

- A. This Agreement shall be construed in accordance with the laws of the State of New Jersey;
- B. In the event of a controversy or dispute between the Parties, the dispute will first be presented to the Parties respective Governing Body to engage in a good faith attempt to resolve all issues;
- C. The Parties agree that in the event of legal action by either party, same shall be by Court proceedings and the Parties hereby waive arbitration as a forum for resolution of any dispute;
- D. In the event of any dispute concerning the construction or interpretation of this Agreement, this Agreement shall be construed neutrally without regard to events of authorship or negotiation, each party having been given the opportunity to be represented by independent legal counsel of its own choosing; and
- E. In the event that any court of competent jurisdiction shall declare any section of this agreement invalid for any reason, or if the laws of the State of New Jersey relied upon to enter this agreement or amend it to forbid such agreements, all other sections of the agreement shall remain in full force and effect.

ARTICLE VI:

MISCELLANEOUS

- A. Entire Agreement: This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous

agreements or undertakings, inducements, or conditions, express or implied, oral or written between the Parties hereto. This agreement contains the complete understanding between the parties and no other promises or agreements shall be binding unless signed by the parties. In signing this Agreement, the parties are not relying on any fact, statement or assumption not set forth in this agreement. By signing below, the authorized representatives for the Borough of Paramus and the Township of Mahwah indicate that they have carefully read and understand the terms of this agreement, enter into this agreement knowingly, voluntarily and of their own free will, understand its terms and significance and intend to abide by its provisions without exception.

- B. This Agreement shall not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought;
- C. The Parties to this Agreement shall not assign or transfer any of its rights or obligations under this Agreement without the other Parties' prior written consent;
- D. It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the Parties of any right which is not explicitly waived in this Agreement. No failure or delay on the part of any Party in exercising any right, power, or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights, power, or remedies existing at law, in equity or otherwise.
- E. Force Majeure: In the event either Party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
- F. Enabling Resolution: This agreement is expressly contingent upon the adoption of concurring resolutions by Paramus and Mahwah authorizing the execution of this Agreement.

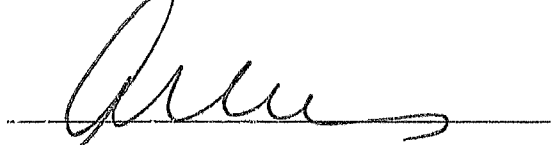
G. Whenever, pursuant to the terms of this agreement, written notice is required or permitted to be given by one party to the other party, such notice shall be deemed to have been sufficiently given if personally delivered to the appropriate parties listed below or if mailed, by way of certified or registered mail, return receipt requested, and addressed to the party to whom notice is to be given, as set forth below:

Paramus: Administrator, Borough of Paramus
One Jockish Square
Paramus, New Jersey 07652

Mahwah: Administrator, Township of Mahwah
475 Corporate Drive
Mahwah, New Jersey 07430

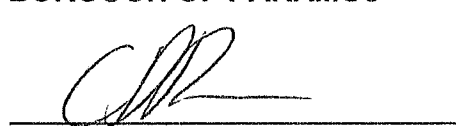
IN WITNESS WHEREOF, the Borough of Paramus and the Township of Mahwah have caused this agreement to be executed by their duly authorized representatives as of the day and year first written above.

WITNESS/ATTEST



Annemarie Krusznis, RMC
Borough Clerk

BOROUGH OF PARAMUS

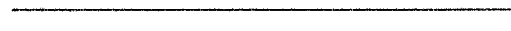


Christopher DiPiazza
Mayor

WITNESS/ATTEST

~~Kathrine Coviello~~ 
Township Clerk

TOWNSHIP OF MAHWAH


Jim Wysocki
Mayor

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #433-24
DATE: December 9, 2024

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

WHEREAS, the Township of Mahwah has a need to procure Animal Control Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the “Pay-to-Play Law”); and

WHEREAS, the Township has obtained two quotes for 2025 and the quote from Tyco Municipal Animal Control Service, LLC. is deemed the most advantageous, price and other factors considered; and

WHEREAS, Tyco Municipal Animal Control Services, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Tyco Municipal Animal Control Services, LLC 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;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, that a contract be and is hereby awarded to Tyco Municipal Animal Control Service, LLC located at 1 Stouts Lane, Ho-Ho-Kus, New Jersey 07423 for Animal Control services for the period of January 1, 2025 through December 31, 2025 for the sum of \$35,400.00 plus \$60.00 per emergency calls, and \$180.00 per rabies transport to Trenton for an amount not to exceed \$38,000.00 annually; and

BE IT FURTHER RESOLVED that, in accordance with N.J.A.C. 5:30-5.5(e), said contract is awarded subject to the availability and appropriation of sufficient funds in the appropriate account in 2025; and

BE IT FURTHER RESOLVED, that the Mayor and Municipal Clerk 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 the contract amount shall not exceed \$35,400.00 per year, plus \$60.00 per emergency calls, and \$180.00 per rabies transport to Trenton for an amount not to exceed \$38,000.00 annually without further authorization of the Governing Body and the Chief Financial Officer has certified that funds are available in Account #01-201-27-340-219 (Animal Shelter Contract); 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 forward a copy to the Mayor, Business Administrator, QPA, CMFO, Health Officer, Police Chief, DPW Director, and Tyco Municipal Animal Control Services, LLC located at 1 Stouts Lane, Ho-Ho-Kus, New Jersey 07423.

C E R T I F I C A T I O N

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 9th day of December, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

**TYCO MUNICIPAL ANIMAL
CONTROL LLC**

Dependable Professional Animal Control,

We are always there when you need us!

*1 Stout Lane
Ho-Ho-Kus NJ 07423
Phone 201-652-4554*

Contract of Services for Township of Mahwah

Contact: Carol A. Tyler
Licensed Animal Control Officer

This is a contract between the Township of Mahwah and Tyco Animal Control for animal control services for the sum of \$35,400.00 per annum to be paid monthly. Effective January 1, 2025 through December 31, 2026.

Hours of regular services as provided for herein will be Monday through Friday 8:00 am to 7:00 PM inclusive. Any calls responded to outside of these hours or on any national holiday shall be considered an emergency as described below in statement number five.

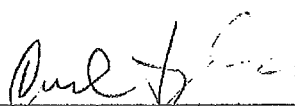
SERVICES TO BE PROVIDED:

1. The impounding of any animal deemed to be stray. The only animals to be impounded will be those taken by the animal control officer.
2. The impounding of any owned animal without a current registration tag on its collar.
3. Dependable and quick response to calls from the police department or other municipal official to rescue and remove sick, dangerous, diseased, or injured wildlife.
4. Render a monthly written report of animal control activities in the community.
5. Respond to emergency calls. These shall involve animals on public property that represent a life-threatening hazard to the animal and/or the general public. A call shall be deemed an emergency between the hours of 7:00 PM and 8:00am Monday through Thursday and from 7:00pm Friday to 8:00am Monday. Responses during these hours will result in a charge of \$60.00 per call.
6. Supervision of humane trapping of wild and stray animals on public property with no additional fee. In the event that animals must be trapped on private property and additional fee of \$60.00 trap rental and \$60.00 service and removal fee payable in advance shall be born by the owner of the property. Trapping services are available Monday through Friday. There will be no trapping on weekends.
7. Removal of visible wildlife from private homes will be available at a fee of \$60.00 payable by the homeowner.
8. Dead animals on public streets will be removed and disposed of in a professional, dependable, and timely manner during regular business hours up to 4:00 PM for no additional charge. This does not include owned or licensed animals that have been killed on public property. The cost for this removal shall be the responsibility of the owner. The Township Administrator or Township Clerk will designate a location in the Township for the disposal of the deceased animals picked up by the animal control officer.

9. All licensed animals impounded from public property will be held, owners contacted, and animals returned. Any applicable Municipal fees or fines will be collected from the owners and forwarded to the proper agency in the Township.
10. The Township shall provide a list of all licensed animals.
11. There will be no provision for Tyco's facility to accept unwanted animals from owners. The only animals to be impounded at our facility will be those actually caught by the animal control officer.
12. Rabies suspect specimens will be prepared at no additional cost, and transported to the East Orange State Health Lab when necessary. If a situation arises when the specimen has to be taken to Trenton, a private courier service will be used. In the case of a bite to a human it is the responsibility of that individual to assume the cost for transport. In other situations, the municipality is responsible for the charges of transportation to Trenton. (Currently about \$180.00)
13. Either Party may terminate this contract for any reason upon 60 days written notice to the non-terminating or other party
14. Assist the Township Clerk with licensing follow up.
15. Tyco will provide Animal Control Officers or Animal Cruelty Investigators for the investigation and enforcement of all animal related Township and State laws or Ordinances.
16. Officers will be available for court appearances at no extra cost to the Township
17. Daily harassment of Canadian Geese on Municipal properties using trained dogs and/or noise devices. This will be performed on our daily patrols 9:00 am to 4:00 pm Monday through Friday.
18. If Tyco must intercede in an emergent situation that causes Tyco to take in and house an unusual number of animals (more than 14), or a circumstance that causes Tyco to provide extraordinary scope of services above and beyond normal animal control an additional fee to cover time and expenses will be borne by the contracting municipality. This fee will be discussed and agreed upon for each of the particular circumstance.

Township of Mahwah

Date



Tyco Animal Control Agent

Date

Witness

Date

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #434-24
DATE: December 9, 2024

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

**A RESOLUTION ENDORSING A 2025-2026 BERGEN COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT APPLICATION FOR THE PROJECT ENTITLED:
IMPROVEMENTS TO KAREN DRIVE AND LYNN TERRACE**

WHEREAS, a Bergen County Community Development grant of \$242,400 has been proposed by the Township of Mahwah for the project entitled: Improvements to Karen Drive and Lynn Terrace, in the municipality of Mahwah, and

WHEREAS, pursuant to the State Interlocal Services Act, Community Development funds may not be spent in a municipality without authorization by the Governing Body, and

WHEREAS, the aforesaid project is in the best interest of the people of Mahwah Township, and

WHEREAS, this resolution does not obligate the financial resources of the municipality and is intended solely to expedite expenditure of the aforesaid CD funds.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the Township of Mahwah hereby confirms endorsement of the aforesaid project, and

BE IT FURTHER RESOLVED, that a copy of this Resolution be placed on file and made available in the office of the Township Clerk who shall forward a copy to the Business Administrator; CMFO; Assistant to the Business Administrator, and the Director of the Bergen County Community Development Program so that implementation of the aforesaid application and project may be expedited.

C E R T I F I C A T I O N

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 9th day of December, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President



MAHWAH DEPARTMENT OF LAND USE
DIVISION OF ENGINEERING
475 CORPORATE DRIVE, MAHWAH, NJ 07430
P. 201-529-5757 x 255
PRELIMINARY ENGINEER'S ESTIMATE

CDBG FY2025-2026 GRANT APPLICATION

Project: Improvements to Karen Drive and Lynn Terrace
Limits: Entire Length
Location: Township of Mahwah, Bergen County, New Jersey

Date: 12/5/2024
Job No.: MA-3095

Item No.	Description	Unit	Total Quantity	Unit Cost	Total Amount
1	Breakaway Barricade	Unit	20	\$ 80.00	\$ 1,600.00
2	Drum	Unit	25	\$ 60.00	\$ 1,500.00
3	Traffic Cone	Unit	50	\$ 25.00	\$ 1,250.00
4	Construction Signs	S.F.	200	\$ 20.00	\$ 4,000.00
5	Fuel Price Adjustment	Doll.	1	\$ 3,950.00	\$ 3,950.00
6	Asphalt Price Adjustment	Doll.	1	\$ 5,050.00	\$ 5,050.00
7	HMA Milling, 3" or Less	S.Y.	9,360	\$ 5.00	\$ 46,800.00
8	Hot Mix Asphalt Pavement Repair	S.Y.	200	\$ 50.00	\$ 10,000.00
9	Tack Coat	Gal.	1,120	\$ 2.00	\$ 2,240.00
10	Hot Mix Asphalt 12.5M64 Surface Course	Ton	1,080	\$ 100.00	\$ 108,000.00
11	Reconstruct Inlet, Type B, Using New Casting	Ea.	2	\$ 1,600.00	\$ 3,200.00
12	Reconstruct Inlet, Type B, Using Existing Casting	Ea.	2	\$ 650.00	\$ 1,300.00
13	Inlet, Type B	Ea.	1	\$ 4,500.00	\$ 4,500.00
14	Reset Existing Casting	Ea.	22	\$ 100.00	\$ 2,200.00
15	Hot Mix Asphalt Driveway, 6" Thick	S.Y.	13	\$ 35.00	\$ 455.00
16	9" x 18" Concrete Vertical Curb	L.F.	16	\$ 40.00	\$ 640.00
17	Traffic Markings Lines, 4"	L.F.	660	\$ 2.00	\$ 1,320.00
18	Regulatory and Warning Sign	S.F.	46.00	\$ 60.00	\$ 2,760.00
19	Reset Water Valve Box	Ea.	4	\$ 10.00	\$ 40.00
20	Reset Gas Valve Box	Ea.	1	\$ 10.00	\$ 10.00
21	Topsoil Spreading, 5" Thick	S.Y.	10	\$ 6.00	\$ 60.00
22	Borrow Topsoil	C.Y.	10	\$ 40.00	\$ 400.00
23	Fertilizing and Seeding, Type A-3	S.Y.	10	\$ 2.00	\$ 20.00
24	Straw Mulching	S.Y.	10	\$ 2.00	\$ 20.00
25	Hydrant Marker	Ea.	3	\$ 75.00	\$ 225.00

Construction Subtotal \$ 201,540.00

Say \$ 202,000.00

5% Design Engineering \$ 10,100.00

15% Construction Inspection & Material Testing \$ 30,300.00

TOTAL \$ 242,400.00

MICHAEL J. KELLY, P.E.
TOWNSHIP ENGINEER
PROFESSIONAL ENGINEER NJ LIC. 42251

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #435-24
DATE: DECEMBER 9, 2024

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

A RESOLUTION RENEWING THE GROUP DENTAL BENEFITS PROGRAM FOR ELIGIBLE EMPLOYEES AND THEIR COVERED DEPENDENTS THROUGH DELTA DENTAL OF NEW JERSEY, INC.

WHEREAS, the Township of Mahwah, hereinafter referred to as the Township, provides dental benefits coverage to eligible employees and their covered dependents as part of the comprehensive Employee Health Benefits Program; and

WHEREAS, the Township's Health Benefits Consultant, as a matter of due diligence, examined the plan usage, claims data and network utilization and further, engaged in active negotiations for the renewal of the Township's Dental Program, which currently consists of the Premier Plus Advantage Plan and the PPO Plan, administered by Delta Dental of NJ, Inc. and,

WHEREAS, the Consultant was successful in securing a renewal for both the Premier Plus Advantage and PPO Plans, that:

- Provides a 12-month renewal with 0% increase in premium over expiring, and
- Provides for all coverages/benefits to remain unchanged from the expiring respective plans.

NOW, THEREFORE BE IT RESOLVED, the Mayor and Council of the Township of Mahwah, County of Bergen, State of New Jersey, hereby authorize the 12-month Renewal of the dental benefits contract with Delta Dental of New Jersey for the period **January 1, 2025 through December 31, 2025**; and

BE IT FURTHER RESOLVED, the Governing Body does hereby authorize and affirm the implementation of this Renewal, which maintains the current plan design of benefits; thereby ensuring the moral and contractual obligation of the Township; and

BE IT FURTHER RESOLVED, the contract award for the Renewal Proposal is to a duly licensed and admitted Insurance Carrier within the State of NJ and therefore, such award is exempt from the requirements set forth by P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.51) N.J.S.A.19:44A-20.5 et seq. and,

BE IT FURTHER RESOLVED, the Township Administrator and CFO are hereby authorized and directed to execute the renewal documents in accordance with the existing terms and conditions of the Agreement with the renewal rate provisions, as promulgated herewith; and

BE IT FURTHER RESOLVED, a certified copy of this Resolution shall be forwarded to PIA Security Programs, A Division of World Insurance Associates, LLC; 429 Hackensack Street, P.O. Box 818 Carlstadt NJ, Health Benefits Consultant to the Township, the Township Chief Financial Officer and Municipal Auditor.

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 9th day of December, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #436-24
DATE: DECEMBER 9, 2024

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

A RESOLUTION AUTHORIZING THE RENEWAL OF THE TOWNSHIP'S PARTIALLY SELF-FUNDED HEALTH BENEFITS PROGRAM

WHEREAS, the Township provides medical and prescription benefits through a partially self-funded plan administered by Insurance Design Administrators (IDA), with offices located in Oakland, NJ; and

WHEREAS, due diligence was performed in the renewal process associated with this Program and from the process, the following recommendations are hereby submitted for consideration and subsequent acceptance:

STOP LOSS - the Stop Loss Proposal, as offered by SiriusPoint America Insurance Company, (formally Sirius America Insurance Company), an A+ rated carrier, as rated by *A.M. Best* (identified as Renewal Alternate Option 3 as illustrated on the Reinsurance Renewal Options spreadsheet), has been determined to be most advantageous of the solicited proposals evaluated by the Health Benefits Consultant (HBC) and reviewed with Administration for consideration. Specifically, Renewal Alternate Option 3 represents a contract proposal with the same terms and conditions as the expiring contract, with the recommendation to increase the Specific Stop Loss (up to \$100,000 from the \$80,000 in the expiring Contract, incurred in 12 Months, Paid in 15 Months), with a Aggregating Specific of \$250,000. The estimated annual premium is \$1,365,394, or (\$16,827 or 1.25%) over the Expiring Premium. The Maximum Program Liability will be \$11,752,185, or 14.72% higher than 2024. The Maximum Program Liability represents total fixed costs, the Aggregating Specific (\$250,000), the Aggregate Attachment Point (\$8,405,106) and the Maximum Liability associated with each of the Lasers applied by the Carrier (\$930,000).

NETWORK - Both the AETNA and UNITED HEALTHCARE Networks have been analyzed in comparison to the current CIGNA Network and the HBC reported there could be a potential for minimal improved In-Network savings through AETNA, however, such potential savings on In-Network claims would be more than offset by the loss in claims savings for Out of Network (OON) claims currently realized through the ZELIS Program (PHX) utilized for OON claims;

PRESCRIPTION BENEFIT MANAGER (PBM) - Prescription claims increased from the prior year (2024), due to higher utilization and cost and are anticipated to continue for the upcoming period, driven in part by the expanded usage of Specialty Medications. The continuance of the Payer Matrix Cost Avoidance Program, coupled with the savings and increased rebates offered in Pro Act's 2025 Renewal Proposal, provide for potential savings to the Township of over \$150,000 for the 24 Month Contract Period.

MEDICARE ADVANTAGE PROGRAM – The Renewal of the fully-insured Medicare Advantage Program, saw a significant rate increase, as recent federal legislative action caused increases to Medicare Advantage Plans in the 25% to 30% range. The Renewal through United Healthcare (UHC) that provides comprehensive medical and prescription coverage for Post 65 Retirees was the most advantageous after researching the marketplace. The premium for 2025 will be \$515,912 or 25.9% higher than the 2024 rates. It should also be noted, that as a fully insured program, the Township has no further liability or exposure to the claims generated by the Post 65 retiree population.

TRANSPARENCY OF FEES – The Renewal Stop Loss Insurance Contract Proposal maintains the \$0 commission framework initiated several years ago, whereby the TPA and Health Benefits Consultant receive No Commission on the Stop Loss Policy, but rather, compensation is paid directly by the Township to these professionals and thereby provides for full transparency in compensation.

BENEFIT LEVEL ASSURANCE – The Renewal Proposal inclusively illustrated above, maintains the existing level of benefits (or exceeds the contractual level of benefit for post 65 retirees) in accordance with the contractual requirements promulgated by the various collective bargaining unit agreements within the Township.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Township of Mahwah, County of Bergen, State of New Jersey, the Stop Loss Renewal Proposal identified on the Reinsurance Renewal Options analysis prepared by the Township's Health Benefits Consultant is hereby accepted and adopted in accordance with the specific conditions noted herewith above; and

BE IT FURTHER RESOLVED, the contract award for the re-insurance component of the proposal is to a duly licensed and admitted Insurance Company within the State of NJ and therefore, such award is exempt from the requirements set forth by P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.51) N.J.S.A.19:44A-20.5 et seq.

BE IT FURTHER RESOLVED, the Township Administration and Health Benefits Consultant are hereby directed to promulgate the renewal process and documents, thereof; and

BE IT FURTHER RESOLVED, the Renewal Proposal for Third Party Administrative (TPA) Services, offered by Insurance Design Administrators (IDA), at the fee schedule noted and included with the renewal materials is also accepted and directed to the Township Administration and Health Benefits Consultant for contract review and execution; and

BE IT FURTHER RESOLVED, the Renewal Proposal for Prescription Benefit Management (PBM) Services, offered by ProAct Pharmacy Benefit Management, at the fee schedule noted and included with the renewal materials is also accepted and directed to the Township Administration and Health Benefits Consultant for contract review and execution; and

BE IT FURTHER RESOLVED, a certified copy of this Resolution shall be forwarded to the Township CFO, Township Auditor, and PIA Security Programs, A Division of World Insurance Associates, LLC, 429 Hackensack Street, P.O. Box 818 Carlstadt, NJ 07072, Health Benefits Consultant to the Township.

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 9th day of December, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #437-24
DATE: December 9, 2024

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

**RESOLUTION AUTHORIZING THE MAYOR OF THE TOWNSHIP OF MAHWAH
TO SIGN LETTERS TO THE BOARD OF PUBLIC UTILITIES IN SUPPORT OF AND
ON BEHALF OF COMMUNITY SOLAR PROJECT APPLICANTS**

WHEREAS, solar energy is an abundant, renewable, and non-polluting energy resource; and

WHEREAS, the Township of Mahwah supports community solar development for the purpose of achieving the multiple economic, health, environmental, social justice, and educational benefits of solar energy, while maintaining the community character, design standards, and livability; and

WHEREAS, solar energy facilities and technologies can be positioned in the Township and implemented to ensure the maximum use of solar energy in the community; and

WHEREAS, the arrangement of solar energy facilities can greatly reduce the cost and consumption of energy, while lowering carbon emissions and reducing fossil fuel consumption; and

WHEREAS, to ensure the Township's residents and businesses enjoy the many benefits of community solar development, the Township Council wishes to participate in the New Jersey Community Solar Pilot Program by supporting applicants before the Board of Public Utilities.

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 of Mahwah supports community solar development and hereby authorizes the Mayor to execute all requests for a letter (in substantially the form attached hereto) in support of projects proposed in the Township of Mahwah for community solar development.
2. Township's "support" of an application before the Board of Public Utilities for a community solar development project does not signify or imply "approval" of a project. Any and all necessary and ordinary approvals from Township departments, boards, committees and/or other agencies are the responsibility of the applicant.
3. A copy of each signed letter shall be filed in the office of the Township Clerk.

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 9th day of December, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

[Insert Township Letterhead]

_____, 202_

Dear New Jersey Board of Public Utilities:

Please accept this letter on behalf of Mahwah Township, Bergen County, in support of potential community solar projects proposed by property owner _____ at the following Mahwah addresses: _____. Our understanding is that the projects are being developed by _____, a developer of local community solar projects in the State of New Jersey.

The construction of community solar projects is an important step towards addressing local challenges of sustainable energy and climate change while helping to alleviate issues of rising energy costs and economic instability among the most vulnerable segments of our population. Community solar reduces pollution and greenhouse gas emissions, supports electric grid reliability, generates energy close to those who need it, and provides discounts to members of the community who buy the electricity generated by the system.

Mahwah Township applauds the Board of Public Utilities for adopting a permanent community solar program, which will make it easier for projects such as those proposed by Faropoint, while also maximizing the positive impact on the surrounding community.

The Township welcomes an opportunity to engage, participate and support a community solar program. Of course, it is understood that this is a non-binding endorsement and that the _____ solar projects shall not be exclusive community solar projects within the Township or for any particular group of residents. Additionally, this support shall not constitute a land use approval for the projects, which shall be subject to the requirements of the Township Code and applicable local, State and federal law. Accordingly, it is the Township's desire that this letter of support will, in fact, lead to a successful community solar program.

Sincerely,

Mayor James Wysocki, on behalf of the
Township Council of the Township of Mahwah, Bergen County

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #438-24
DATE: December 9, 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, Michelle Picciallo of 59 Alcott Road, Mahwah, New Jersey 07430 is hereby appointed as a Junior Firefighter of the Mahwah Fire Department Fire Company #2.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Fire Chief and Jr. Firefighter Picciallo.

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 9th day of December, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

FIRE CO#2

Mahwah Fire Department Jr. Firefighter Membership Application

Company # 2

Name Michelle R. Piccillo
First Initial Last

Present Address 59 Alcott rd Mahwah 07430
Number Street Town Zip Code

For _____ Years Name of School _____ Grade _____

Birth Date _____ SS# _____ Home Phone No. _____

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 David J. Piccillo

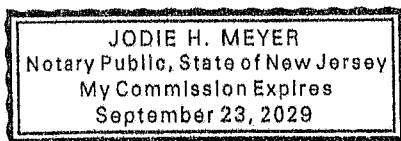
Parent or Guardian's Address 59 Alcott Road Mahwah, NJ 07430

State of New Jersey County of

Bergen ss

David J. Piccillo 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 24th day of November, 2024



Jodie H. Meyer
Signature of Notary

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 _____, 20____

Signature of Municipal Clerk

[Signature]
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 Michelle R. Picciano F
First Initial Last Sex



The applicant is free of any medical or physical condition that would cause harm to him/her or any other firefighter(s) ☒ Yes ☐ No

Rejection is based on the following: _____

Remarks: _____

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 10/10/21 Examined at 140 Franklin Turnpike
201 447 3003 Address of Office

Physician's Phone Number

M. WILLIAMS ARE
Print Physician's Name

M. Williams ARE
Signature of Physician
Valley Medical Group
140 Franklin Turnpike
Waldwick, NJ 07463
(201)447-3603- Tel
(201)447-5184- Fax
Completed by:

RESOLUTION

**TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430**

**RESOLUTION #439-24
DATE: December 9, 2024**

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

WHEREAS, bids were solicited and two proposals were received for Bid MTB #24-18, "Fire Department Hurst E-Draulic Rescue Extrication Tools and Related Rescue Equipment" at the bid opening held on December 5, 2024; and

WHEREAS, the bids received from State Line Fire and Safety, Inc., and Municipal Emergency Services, Inc. were found to be responsive to requirements; and

WHEREAS, Township has the option to award to the lowest responsive/responsible bidder by line item; and

WHEREAS, the Chief Financial Officer certified that the funds are available in the 2023 Capital budget account 04-218-55-270-023.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, hereby awards Bid MTB #24-18 "Fire Department Hurst E-Draulic Rescue Extrication Tools and Related Rescue Equipment" to the lowest responsive/responsible bidders as indicated on the attached bid spreadsheet unit prices, to State Line Fire and Safety Services, Inc., and Municipal Emergency Services, Inc. for the period of one year; and

BE IT FURTHER RESOLVED, that the 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 agreements to be entered into between the parties; and

BE IT FURTHER RESOLVED, that pursuant to N.J.A.C. 5:30-5.5(c)2, the contract amounts are based on a reasonable estimate of the goods or services required over the contract term, and the local unit is not obligated to spend that amount, and the contract amount shall not exceed \$129,000.00 without further authorization of the Governing Body, and the Chief Financial Officer has certified that the funds are available in said account.

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 Municipal Clerk and shall forward a copy of this Resolution to the Business Administrator, QPA, CFO, Fire Chief, and State Line Fire & Safety Inc., 50 Park Avenue, PO Box 278, Park Ridge, NJ 07656; and Municipal Emergency Services, Inc., PO Box 655, Southbury, CT 06488.

C E R T I F I C A T I O N

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 9th day of December, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

BID MTB #24-18 - BID RESULT SPREADSHEET

Fire Department Hurst E-Draulic Rescue Extrication Tools Related Rescue Equipment - Proprietary

BID ITEM NUMBER	QUANTITY	DESCRIPTION	State Line Fire & Safety	Municipal Emergency Services	
1	1	HURST R320 E3 - EDRAULIC RESCUE RAM 9AH PACKAGE #274883000-9K	\$ 8,195.00	\$ 8,004.58	
2	1	HURST R522 E3 EDRAULIC RESCUE RAM 9AH PACKAGE #274886000-9	\$ 9,043.00	\$ 9,491.89	
3	1	HURST S799 E3 EDRAULIC CUTTER 9AH PACKAGE #272899000-9	\$ 12,115.00	\$ 11,639.35	
4	1	HURST SC758 E3 EDRAULIC COMBINATION TOOL 9AH PACKAGE #273849000-9	\$ 12,704.00	\$ 12,203.05	
5	1	HURST SP555 E3 EDRAULIC SPREADER 9AH PACKAGE #271855000-9	\$ 12,330.00	\$ 11,843.36	
6	1	HURST SP777 E3 EDRAULIC SPREADER 9AH PACKAGE #271877000-9	\$ 12,771.00	\$ 12,268.45	
7	1	HURST STRONGARM LE100 EDRAULIC TOOL #273180000	\$ 7,175.00	\$ 6,950.00	
8	1	HURST STABILITY PLATE #101C085	\$ 1,098.00	\$ 1,108.33	
9	1	HURST CHAIN & SHACKLE PACKAGE FOR SPREADERS #81-67-20	\$ 909.00	\$ 917.82	
10	1	HURST 110 V DC POWER SUPPLY E3 FOR TOOLS #90-53-31	\$ 1,083.00	\$ 962.48	

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Ariemma						
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**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 December 9, 2024.
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; Lotito Property – 93 Franklin Turnpike

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 9th day of December, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President