

**TOWNSHIP OF MAHWAH
COMBINED WORK SESSION AND PUBLIC MEETING AGENDA
MONDAY, JULY 20, 2026**

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

7:00 PM

ZOOM INFORMATION

Please click the link below to join the webinar:

<https://zoom.us/j/97457310248?pwd=S0h3Y2pQSU4zSzkxM21BVHdTZ2NWZz09>

Passcode: 239024

Or iPhone one-tap :

US: +13126266799,,97457310248# or +19292056099,,97457310248#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833
or +1 253 215 8782

Webinar ID: 974 5731 0248

International numbers available: <https://zoom.us/j/97457310248?pwd=S0h3Y2pQSU4zSzkxM21BVHdTZ2NWZz09>

COUNCIL PRESIDENT'S STATEMENT

SALUTE TO THE FLAG

MOMENT OF SILENCE

- Veterans and Those Serving in the Military

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

RESOLUTION RECOGNITION

#247-26 Planning Board Recognition for Mr. Steve LoLocano

WORK SESSION

SUBMISSION OF BILLS AND CLAIMS

ENGINEERING

- 1a. Authorization; Execution of Developer's Agreement K & K Developers, Inc.; 457 Ridge Road; Block 1139, Lot 41; (Docket No. 650)
- 1b. Authorization; Property Maintenance Officer to Notify Property Owners of Required Work to be Performed; MA-3106; Township of Mahwah Sidewalk Maintenance Program
- 1c. Written Status Report

LEGAL

- 2a. Lease Extension Addendum; Beverly Hills Hand Carwash & Detailing; 110 Cedar Hill Ave. #A

ADMINISTRATION

- 3a. Authorization; Purchase of Electricity Supply Services for Public Use
- 3b. Authorization; Purchases over the bid threshold; Sal Electric for 2026; Bergen County COOP
- 3c. Authorization; Payment to La Forza Construction for Emergency Repair and Paving of Moffat Rd. between Route 17 and Island Rd.
- 3d. Tax Appeal; Block 129 Lot 2, 140 Rt. 17; Courtyard by Marriott; Galaxy HG Mahwah LLC
- 3e. 2025 Audit
- 3f. Corrective Action Plan; 2025 Audit

TOWNSHIP COUNCIL

- 4a. Firefighter Application; Cody Mann; Fire Company #5
- 4b. Firefighter Application; Simone Melnyk; Fire Company #1
- 4c. Authorization; Amended License Agreement; 8 King Street

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 and Public Meeting Minutes for July 6, 2026

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

ORDINANCE – PUBLIC HEARING

- #2103 Ordinance of the Township of Mahwah, County of Bergen, State of New Jersey, Amending Chapter 9, Recreational Facilities, of the Township Code to Prohibit the Use of Electric/Motorized Bicycles, Mopeds, ATVS and Motorcycles in all Parks and Park Walking Areas, and to Clarify Permitted Uses for Courts and Goals

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

- #248-26 Authorization; Execution of Developer's Agreement K & K Developers, Inc.; 457 Ridge Road; Block 1139, Lot 41; (Docket No. 650)
- #249-26 Authorization; Property Maintenance Officer to Notify Property Owners of Required Work to be Performed; MA-3106; Township of Mahwah Sidewalk Maintenance Program
- #250-26 Authorization; Purchase of Electricity Supply Services for Public Use
- #251-26 Authorization; Purchases over the bid threshold; Sal Electric for 2026; Bergen County COOP
- #252-26 Authorization; Payment to La Forza Construction for Emergency Repair and Paving of Moffat Road between Route 17 and Island Rd.
- #253-26 Tax Appeal; Block 129 Lot 2, 140 Rt. 17; Courtyard by Marriott; Galaxy HG Mahwah LLC
- #254-26 2025 Audit
- #255-26 Corrective Action Plan; 2025 Audit
- #256-26 Firefighter Application; Cody Mann; Fire Company #5
- #257-26 Firefighter Application; Simone Melnyk; Fire Company #1
- #258-26 Authorization; Amended License Agreement; 8 King Street
- #259-26 Lease Extension Addendum; Beverly Hills Hand Carwash & Detailing; 110 Cedar Hill Ave. #A

OLD BUSINESS

1. Garbage Collection – In-House
2. Cell Phone Charging Stations
3. Electric Charging Stations
4. Inter-Township Transportation
5. NJ Train Station
6. Railroad Avenue
7. Business Improvement District

8. Vehicle Audit
9. Sidewalks on Airmont Avenue
10. Styrofoam Collection
11. Replace Stucco on Municipal Building
12. ~~Retiree Street Names~~
13. Bergen County Fiber Shared Service
14. Film Ready New Jersey

NEW BUSINESS

ADJOURNMENT

THIS AGENDA IS SUBJECT TO CHANGE

RESOLUTION

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

**RESOLUTION #247-26
DATE: JULY 20, 2026**

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

A RESOLUTION RECOGNIZING AND HONORING MR. STEVE LO IACONO FOR ELEVEN YEARS OF DEDICATED SERVICE TO THE TOWNSHIP OF MAHWAH PLANNING BOARD

WHEREAS, Mr. Steve Lo Iacono was appointed to the Township of Mahwah Planning Board as Alternate II on July 13, 2015; beginning a distinguished record of public service to the residents of the Township; and

WHEREAS, he was appointed as a Class IV Member on November 13, 2017, and in recognition of the respect and confidence of his fellow Board members, Mr. Lo Iacono was elected Vice Chairman on January 1, 2019; and

WHEREAS, during his eleven years of service, Mr. Lo Iacono devoted his time and expertise to the Planning Board; and

WHEREAS, Mr. Lo Iacono concluded his service with his resignation on July 13, 2026, exactly eleven years after his original appointment;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council extend their heartfelt appreciation and best wishes to Mr. Lo Iacono, and thanked him for his eleven years of dedicated public service on the Mahwah Planning Board.

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 this 20th day of July, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President



Township Of Mahwah

DIVISION OF ENGINEERING
475 Corporate Drive
Mahwah, NJ 07430

1a.

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

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

July 15, 2026

Ms. Carolyn George, RMC
Township Clerk
Municipal Building
475 Corporate Drive
Mahwah, New Jersey 07430

Re: K & K Developers, Inc.
Developer's Agreement
457 Ridge Road
Block 139, Lot 41
Township of Mahwah
Docket No. 650

Dear Ms. George:

Our office has reviewed the Developer's Agreement for the above project and recommend that the Township adopt a Resolution of Approval authorizing the Township to execute this Agreement. We respectfully request that this item be placed on the Agenda for the July 20, 2026 Council Work Session.

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

Very truly yours,

Michael J. Kelly
Township Engineer

MJK/cs

cc: Ben Kezmarsky, Township Business Administrator
Geraldine Entrup, Administrative Officer
Christine Siniscalchi, Soil Movement Clerk
Mary Jo Wood, Planning Board Clerk
Anthony J. Vero, Construction Code Official
Mark Madaio, Esq., Planning Board
James E. Jawarski, Esq.
K & K Developers, Inc.



Township Of Mahwah

DIVISION OF ENGINEERING
475 Corporate Drive
Mahwah, NJ 07430

1b.

MICHAEL J. KELLY, P.E.
Township Engineer

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

VIA EMAIL

July 15, 2026

Ms. Carolyn George
Township Clerk
Municipal Building
475 Corporate Drive
Mahwah, New Jersey 07430

Re: Township of Mahwah Sidewalk Maintenance Program
Authorization to Notify Property Owners of Required Work
Franklin Turnpike
Township of Mahwah
Our File No. MA-3106

Dear Ms. George:

As per Section 15-9 of the Township Code, see copy attached, every owner or occupant of property within the Township shall maintain and be responsible for proper upkeep of the street between the property line and the curb abutting the property. Such upkeep includes keeping the abutting sidewalks in proper condition of maintenance and in good repair.

The Township has inspected the condition of the sidewalks along Franklin Turnpike from King Street to the New Jersey/New York State Line and found sidewalks which are in various states of disrepair. As per section 15-9b of the Township Code, the Property Maintenance Inspector shall, upon the Township Council passing a resolution, cause a written notice to be served upon the property owner notifying them of the work required.

We respectfully request the adoption of a resolution authorizing the Property Maintenance Inspector to serve the affected property owners with written notice of required work, at the Council Work Session scheduled for July 20, 2026. Please see draft of proposed resolution attached.

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.

Ms. Carolyn George
Township Clerk
July 15, 2026
Page 2

Very truly yours,

A handwritten signature in dark ink, appearing to read "Michael J. Kelly", with a stylized flourish at the end.

Michael J. Kelly, P.E.
Township Engineer

MJK/mk
Attachments

cc: Ben Kezmarsky, Township Business Administrator
Geraldine Entrup, Administrative Officer
Doug Burns, Property Maintenance Inspector

260715 Engineering Report mk

Township of Mahwah, NJ
Wednesday, July 15, 2026

Chapter 15. Streets, Sidewalks and Sanitation

§ 15-9. RESPONSIBILITY FOR MAINTENANCE AND REPAIR OF SIDEWALKS.

[Added 4-1-2021 by Ord. No. 1926]

- a. Every owner or occupant of property within the Township shall maintain and be responsible for proper upkeep of the part of the street between the property line and the curb abutting the property, including the corner areas adjacent to corner lots either within or without the property lines. Condominium and townhouse associations shall be responsible for maintenance and upkeep of sidewalks within the public right of way. The Township shall be responsible for maintenance and upkeep of the curb abutting the property.

Such upkeep shall include keeping abutting sidewalks in a proper condition of maintenance and good repair, including but not limited to, keeping such sidewalks free of obstruction, debris, cracks and crevices or other unsafe conditions. Sidewalks shall be constructed and maintained as defined, required and set forth in N.J.A.C. 5:21-4:18, in accordance with heretofore established lines, grades and standards.

- b. If the Property Maintenance Inspector determines that any sidewalk governed by this chapter has fallen into a state of disrepair, the Property Maintenance Inspector shall, upon the Township Council passing a resolution, cause a written notice to be served upon the property owner, either personally or by certified mail. The notice shall require specified work to the sidewalk be completed within 30 days of the date of service of the notice, or within a reasonable period of time depending upon the season of the year.
- c. If the property so affected is unoccupied and the owner cannot be located within the Township, the notice may be mailed to the owner's post office address if known. In case the owner is a nonresident of the Township or the owner's post office address cannot be ascertained, then the notice may be inserted for four weeks, once a week, in a newspaper circulating in the Township.
- d. If the property owner does not comply with the notice requirements, the Department of Public Works, upon the filing by the Property Maintenance Inspector of a proof of service or publication of the aforesaid notice with the Township Council, shall cause the required work to be done and paid for out of the municipal funds available for that purpose.
- e. The cost of such work shall be certified by the Department of Public Works to the Tax Collector. Upon filing said certificate, the amount of the cost of such work shall be and become a lien upon said abutting lands in front of which such work was done, to the same extent that assessments for local improvements are liens in the Township under its charter or the general law, and shall be collected in the manner provided by law for the collection of such other assessments and shall bear interest at the same rate. In addition, the Township may have an action to recover said amount against the owner of affected lands in any court having competent jurisdiction thereof. A certified copy of the aforesaid certificate shall, in such action, be prima facie evidence of the existence of a debt due from the owner to the Township.



Township Of Mahwah

DIVISION OF ENGINEERING
475 Corporate Drive
Mahwah, NJ 07430

1c.

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: July 15, 2026
RE: Status Report for Work Session July 20, 2026
Our File No. MA-3126-14

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

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

- NJDEP Land Use Permits received on June 2, 2025.
- Received final plans and specifications for review on December 15, 2025 and provided Boswell with our comments on December 16, 2025.
- On December 15, 2025 the Township authorized Boswell Engineering to prepare documents necessary to apply to Green Acres for an exemption for the construction of Well 18A and to complete NJDEP TWA Application and the NBCUA Sewer Connection Permit. Both of these applications were to be submitted by January 28, 2026.
- Green Acres Exemption received on May 4, 2026.

MA-2132 Various Sanitary Sewer Pumping Station Improvements

- Securing quotes through the PVSC Co-op Purchasing Program.
- Met with contractor on April 16, 2026. Waiting on proposal.

MA-3037 Fardale Avenue Culvert Replacement

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

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

- Bid awarded to low bidder, Reviex Contracting, Corp at the Council Meeting on April 20, 2026.
- Expect Contractor to mobilize on/about August 3, 2026.
- Full closure expected to be in place from August 3, 2026 to November 1, 2026.

MA-3073 Improvements to Corporate Drive

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

Grantor: NJDOT – Local Aid, FY 2026
Amount Received: \$259,121.00

- Plans and specifications sent to NJDOT for their review and approval on March 6, 2026.
- Received NJDOT comments on April 8, 2026. Amended plans and specs resubmitted on May 5, 2026.

MA-3077 Stormwater Utility Evaluation

- We are participating in the County Regional Stormwater Utility Evaluation Program. Will relay information to Administration.
- Meetings held with the County on September 24, 2024 and January 15, 2025 to review program.

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

- H2M presented findings at the Council Meeting on March 10, 2025.
- Proposal approved for Phase 2A at Council Meeting held on May 19, 2025.
- Field survey work has been completed.

MA-3102 Water Meter Replacement Project

- H2M proposal approved at August 4, 2025 Council meeting. Project kickoff meeting held August 13, 2025.
- Expect plans and specifications to be submitted to NJ IBANK for review and approval by July 31, 2026.

MA-3103 Lawrence Road – Water Main Replacement Project

- Contractor mobilized on July 13, 2026.
- Watermain work expected to take 4-6 weeks to complete. Expect to mill and pave road in the fall, once settlement period is complete.

MA-3109 Franklin Turnpike Headwall Evaluation

- H2M proposal approved at August 4, 2025 Council Meeting. Project kickoff meeting held August 13, 2025.
- Draft report received on March 5, 2026.
- Waiting on proposal for design.

MA-3120 2026 Road, Curb, and Sidewalk Improvement Program

- Township portion of work is approximately 67% complete. Remaining work is resurfacing of portions of Macarthur Boulevard and Ridge Road (scheduled for week of August 3, 2026) and punch list items. BOE work to be performed week of August 10, 2026.

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

- Meeting held with residents, Mayor Wysocki, and my office on August 21, 2025. Gave overview of drainage system and challenges being encountered. Waiting on results of NJ Transit's Hydrologic Study.

MJK/cs

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

LEASE EXTENSION ADDENDUM

This Lease Extension Addendum ("Addendum") is made and entered into as of this ____ day of ____ 2026, by and between the Township of Mahwah, a municipal corporation with its principal office located at 475 Corporate Drive, Mahwah, New Jersey 07430 ("Landlord"), and Beverly Hills Hand Carwash & Detailing, a business entity with its principal place of business at 110 Cedar Hill Ave #A, Mahwah, New Jersey 07430 ("Tenant").

RECITALS

The parties entered into a Commercial Lease Agreement dated August 1, 2025 (the "Lease") for the premises located at 110 Cedar Hill Ave #A, Mahwah, New Jersey 07430. Section 2.1 of the Lease provides an option to renew for one additional one-year term. Both parties have exercised that option in accordance with Section 2.1.

AGREEMENT

1. Extended Term

The Lease term is hereby extended for one additional year, commencing August 1, 2026, and terminating July 31, 2027.

2. Rent

Monthly rent during the extended term shall be \$4,250.00, payable in advance on the first day of each month in accordance with Section 3 of the Lease.

3. Insurance

As a condition of commencement of the extended term, Tenant shall provide Landlord with a current Certificate of Insurance no later than July 25, 2026, evidencing coverage in the amounts required by Section 11 of the Lease and naming the Township of Mahwah as an additional insured for the duration of the extended term. Failure to provide such certificate by that date shall constitute a default under the Lease.

4. No Default Representation

Tenant represents and warrants that, as of the date of this Addendum, Tenant is not in default of any obligation under the Lease and that all rent due through the date hereof has been paid in full.

5. Holdover

Notwithstanding Section 12 of the Lease, the good faith negotiation carve-out set forth therein shall not apply after July 31, 2027. In the event Tenant remains in possession of the Premises after July 31, 2027 without a fully executed lease or lease extension in place, Tenant shall be deemed a holdover tenant and shall pay rent at 200% of the monthly rent in effect as of the date of expiration, with no exception for ongoing negotiations.

6. All Other Terms

Except as modified herein, all terms and conditions of the Lease remain in full force and effect during the extended term.

7. Counterparts

This addendum may be executed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Landlord:

Township of Mahwah

By: _____

Name: _____

Title: _____

Date: _____

Tenant:

By: _____

Name: Barbara Rosenberg

Title: _____

Date: _____

Tenant Co-signer:

By: _____

Name: Hector Mota

Title: _____

Date: _____

LA FORZA CONSTRUCTION, LLC

30.

53 Wadsworth Street
Wallington, NJ 07057

Tel: (201) 842 - 0707

Fax: (201) 842 - 0011

Email: dgeraldi@laforzaconstruction.com

PROPOSAL

TO: Mr. Michael Kelly
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

DATE : June 24, 2026

PROJECT: Maffit Road Water Main Break Roadway Repair

SCOPE OF WORK:

1. Full depth roadway don to existing stone base +/- 5"
2. Supply and install 3" 19.5M base in area 41 x 18
3. Supply and install 2" top in same area 41 x 18 9.5M
4. Install curb 35 LF with 6" reveal.

\$19,775.00

EXCLUSIONS:

- Price is based on regular time.
- This proposal includes only what is outlined above.
- If traffic control by the Township of Mahwah
- Quoted prices are subject to change based on market conditions at the time of installation.
- All work to be done during normal business hours.

ACCEPTANCE OF PROPOSAL:

The conditions, specifications and costs as stated within this proposal are satisfactory.
You are authorized to do the work as specified above.

AUTHORIZED SIGNATURE: _____ DATE: _____

ACCEPTED BY: _____ DATE: _____

CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES
TO BE FILED WITH CONTRACTING AGENT OR DEPUTY

The undersigned department head (or designated agent) certifies as follows:

1. An emergency condition exists ~~in~~ (on Moffat Road, Mahwah, NJ).
2. This condition constitutes an emergency affecting the immediate health, safety, or welfare of the public.
3. Description of the condition and how it affects the public health, safety, or welfare:
Around 6:30 PM on Friday, June 19, 2026 a water main break occurred on
Moffat Road, between Route 17 and Island Road. The water main break caused
the roadway asphalt to buckle due to the water pressure. The Water Department
responded to the break to repair the 8" water main break, repaired the break and
removed the sections of damaged roadway. This section of road must be
repaired as soon as possible for the safety of the traveling public.

4. This emergency occurred on (date) 6/19/26
at (location) on Moffat Road, Mahwah, NJ.
5. It is necessary to invoke N.J.S.A. 40A:11-6 (emergency purchases and contracts) in order to obtain the immediate delivery of the materials, supplies, or the performance of the service(s) described in the attached requisition # _____.
The estimated cost of furnishing the materials(s), supplies, or service(s) is
\$ 19,775.00.
6. It is requested that a Purchase Order be issued without public advertisement for bids, pursuant to the above cited statute.
7. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Michael J. Kelly

Department Head

Michael J. Kelly, P.E.

Name Printed

Township Engineering Department

6/23/26

Department

Date

For Purchasing Authority use only:

1. Purchasing Agent/Business Administrator
Approved ☐ Denied ☐
2. If approval is granted, record the purchase order(s) issued pursuant to the emergency: _____
3. The maximum amount that may be expended under this emergency is
\$ _____

**SYNOPSIS OF 2025 AUDIT REPORT OF
TOWNSHIP OF MAHWAH FOR THE YEAR ENDED DECEMBER 31, 2025
AS REQUIRED BY N.J.S.A. 40A:5-7
COMBINED COMPARATIVE BALANCE SHEET**

	<u>DECEMBER 31, 2025</u>	<u>DECEMBER 31, 2024</u>
ASSETS		
Cash, Investments and Prepaid Debt Service	\$69,327,433	\$73,857,067
Taxes, Assessments, Liens and Utility Charges Receivable	1,604,464	1,619,781
Property Acquired for Taxes-Assessed Value	2,057,000	2,057,000
Accounts Receivable	4,296,807	5,637,388
Fixed Capital - Authorized and Uncompleted Utility	30,450,771	19,824,771
Fixed Capital - Utility	57,697,079	57,697,079
Fixed Assets	114,929,722	113,216,140
Deferred Charges to Future Taxation-General Capital	50,260,479	48,656,559
Deferred Charges to Budget of Succeeding Years	<u>801,136</u>	<u>185,266</u>
TOTAL ASSETS	<u><u>\$331,424,891</u></u>	<u><u>\$322,751,051</u></u>

LIABILITIES, RESERVES AND FUND BALANCE

Bonds, Notes and Loans Payable	\$60,208,000	\$64,860,275
Improvement Authorizations	22,772,221	13,667,376
Other Liabilities and Special Funds	60,102,641	57,628,368
Amortization of Debt for Fixed Capital Acquired or Authorized	55,017,878	54,732,878
Reserve for Certain Assets Receivable	4,297,891	4,817,106
Investment in General Fixed Assets	114,929,722	113,216,140
Fund Balance	<u>14,096,538</u>	<u>13,828,908</u>
TOTAL LIABILITIES, RESERVES AND FUND BALANCE	<u><u>\$331,424,891</u></u>	<u><u>\$322,751,051</u></u>

**TOWNSHIP OF MAHWAH
COMPARATIVE STATEMENTS OF OPERATIONS
AND CHANGES IN FUND BALANCE - CURRENT FUND**

	<u>YEAR 2025</u>	<u>YEAR 2024</u>
REVENUE AND OTHER INCOME REALIZED		
Fund Balance Utilized	\$ 5,600,000	\$ 5,910,000
Collection of Current Tax Levy	122,835,677	119,245,455
Miscellaneous-From Other Than Local Property Taxes	11,569,724	12,867,137
Collection of Delinquent Taxes and Tax Title Liens	429,633	409,873
Other Credits to Income	<u>1,923,497</u>	<u>2,772,743</u>
TOTAL INCOME	<u>142,358,531</u>	<u>141,205,208</u>
EXPENDITURES		
Budget Appropriations:		
Municipal Purposes	47,152,982	46,595,851
Municipal Open Space Preservation Taxes	580,637	580,772
County Taxes	18,222,447	18,053,025
Local School Taxes	71,778,248	69,969,591
Other Expenditures	<u>621,794</u>	<u>2,678,509</u>
TOTAL EXPENDITURES	<u>138,356,108</u>	<u>137,877,748</u>
Excess in Revenue	4,002,423	3,327,460
Adjustments to Income Before Fund Balance:		
Expenditures Included Above Which are by Statute Deferred to Budget to Succeeding Year	<u>782,000</u>	<u>75,291</u>
Excess in Revenue to Fund Balance	4,784,423	3,402,751
Fund Balance, January 1	<u>8,130,931</u>	<u>10,638,180</u>
	12,915,354	14,040,931
Less: Utilized as Budget Revenue	<u>5,600,000</u>	<u>5,910,000</u>
Fund Balance, December 31	<u>\$ 7,315,354</u>	<u>\$ 8,130,931</u>

**TOWNSHIP OF MAHWAH
COMPARATIVE STATEMENT OF OPERATIONS
AND CHANGES IN FUND BALANCE - WATER UTILITY OPERATING FUND**

	<u>YEAR 2025</u>	<u>YEAR 2024</u>
REVENUE AND OTHER INCOME REALIZED		
Fund Balance Utilized	\$ 581,904	\$ 719,537
Collection of Rents	6,481,257	5,639,588
Miscellaneous - From Other Than Water Rents	877,579	450,867
Other Credits to Income	<u>133,485</u>	<u>224,433</u>
TOTAL INCOME	<u>8,074,225</u>	<u>7,034,425</u>
EXPENDITURES		
Budget Appropriations:		
Operating	5,832,932	5,518,311
Deferred Charges and Statutory Expenditures	361,391	293,533
Debt Service	<u>663,051</u>	<u>655,884</u>
TOTAL EXPENDITURES	<u>6,857,374</u>	<u>6,467,728</u>
Excess in Revenue	1,216,851	566,697
Adjustments to Income Before Fund Balance		
Deferred Charges to Budget of Succeeding Year	<u>0</u>	<u>83,391</u>
Statutory Excess to Fund Balance	1,216,851	650,088
Fund Balance, January 1,	<u>2,351,455</u>	<u>2,420,904</u>
	3,568,306	3,070,992
Less: Utilized as Budget Revenue:		
Water Utility Fund	<u>581,904</u>	<u>719,537</u>
Fund Balance, December 31	<u><u>\$ 2,986,402</u></u>	<u><u>\$ 2,351,455</u></u>

**TOWNSHIP OF MAHWAH
COMPARATIVE STATEMENT OF OPERATIONS
AND CHANGES IN FUND BALANCE - SEWER UTILITY OPERATING FUND**

	<u>YEAR 2025</u>	<u>YEAR 2024</u>
REVENUE AND OTHER INCOME REALIZED		
Fund Balance Utilized	\$ 1,175,758	\$ 1,300,372
Collection of Rents	7,174,656	6,629,706
Sewer Utility Assessment Fund Balance		494,035
Miscellaneous - From Other Than Sewer Rents	325,201	184,828
Other Credits to Income	<u>319,293</u>	<u>784,326</u>
TOTAL INCOME	<u>8,994,908</u>	<u>9,393,267</u>
EXPENDITURES		
Budget Appropriations:		
Operating	7,220,720	6,776,510
Deferred Charges and Statutory Expenditures	189,500	197,183
Debt Service	<u>523,453</u>	<u>520,713</u>
TOTAL EXPENDITURES	<u>7,933,673</u>	<u>7,494,406</u>
Excess in Revenue	1,061,235	1,898,861
Fund Balance, January 1,	<u>2,836,002</u>	<u>2,237,513</u>
	3,897,237	4,136,374
Less: Utilized as Budget Revenue:		
Sewer Utility		
Fund	1,175,758	1,300,372
Current Fund	<u>350,000</u>	<u>-</u>
Fund Balance, December 31	<u><u>\$ 2,371,479</u></u>	<u><u>\$ 2,836,002</u></u>

TOWNSHIP OF MAHWAH
COMPARATIVE STATEMENT OF OPERATIONS
AND CHANGES IN FUND BALANCE - AFFORDABLE HOUSING UTILITY OPERATING FUND

	<u>YEAR 2025</u>	<u>YEAR 2024</u>
REVENUE AND OTHER INCOME REALIZED		
Fund Balance Utilized	\$ 71,085	\$ 100,862
Collection of Rents	784,375	663,138
Affordable Housing Capital Fund Balance	67,082	168,538
Miscellaneous - From Other Than Affordable Housing Rents	31,811	24,527
Other Credits to Income	<u>106,942</u>	<u>149,875</u>
TOTAL INCOME	<u>1,061,295</u>	<u>1,106,940</u>
EXPENDITURES		
Budget Appropriations:		
Operating	310,000	300,000
Deferred Charges and Statutory Expenditures	12,000	27,000
Capital Improvements	0	10,000
Debt Service	<u>471,240</u>	<u>554,400</u>
TOTAL EXPENDITURES	<u>793,240</u>	<u>891,400</u>
Excess in Revenue	268,055	215,540
Fund Balance, January 1,	<u>354,207</u>	<u>239,529</u>
	622,262	455,069
Less: Utilized as Budget Revenue:		
Affordable Housing Utility Fund	<u>71,085</u>	<u>100,862</u>
Fund Balance, December 31	<u><u>\$ 551,177</u></u>	<u><u>\$ 354,207</u></u>

TOWNSHIP OF MAHWAH

RECOMMENDATIONS

1. The payroll and the section 125 self-insurance reserve accounts be reviewed to ensure that sufficient resources are available prior to the expenditure of funds.
2. Interfund balances be liquidated in a timely manner.
3. Purchase orders be approved prior to the ordering of goods or services.
4. Procedures be reviewed and enhanced to ensure that sufficient resources are available prior to the expenditure of funds.
5. A reconciliation of water/sewer utility billings be made monthly and in agreement with the Township's general ledger.
6. The Township approve dedication by riders resolutions for the various trust fund reserves.

A Corrective Action Plan, which outlines actions the Township of Mahwah will take to correct the findings listed above, will be prepared in accordance with federal and state requirements. A copy of it will be placed on file and made available for public inspection in the Office of the Township Clerk in the Township of Mahwah within 45 days of this notice.

The above synopsis was prepared from the audit of the Township of Mahwah, County of Bergen, for the calendar year 2025. This report of audit, submitted by Gary J. Vinci, Registered Municipal Accountant, is on file at the Township Clerk's office and may be inspected by any interested person.

Carolyn George, RMC
Municipal Clerk



NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
CORRECTIVE ACTION PLAN

<u>MUNICIPALITY</u>	<u>COUNTY</u>	DATE AUDIT <u>RECEIVED</u>
Township of Mahwah	Bergen	June 24th, 2026

GENERAL FINDING #1

Finding/Condition:

The Payroll and Section 125 bank accounts were not reconciled with the Townships financial records. In addition, available balances in these accounts ended in deficit positions.

Recommendation:

A review of payroll and self-insurance accounts be undertaken to ensure the accounts are properly reconciled and funded.

Explanation and Corrective Action Plan:

An employee expended more of the FSA account then what they paid into it prior to leaving employment. Further additional payrolls were not transferred when adjustments existed.

Finance will check the FSA expenditures upon termination of employment prior to paying the final check to recoup funds as needed. Additional payrolls will also have their own transfer sheets to assure transfers are being done for all adjustments.

Implementation Date:

January 1st, 2026.

GENERAL FINDING #2

Finding/Condition:

Numerous interfund balances exist between Township funds.

Recommendation:

Interfund balances be liquidated.

Explanation and Corrective Action Plan:

The CFO cleared the interfunds that were known to be valid at the end of year.

Interfunds will be reconciled and cleared monthly.

Implementation Date:

January 1, 2026.

GENERAL FINDING #3

Finding/Condition:

Purchase orders were not created until the goods or services were rendered or an invoice was received by the vendor.

Recommendation:

Purchase orders be created prior to the purchase of goods or services.

Explanation and Corrective Action Plan:

Requests were not made to purchase items until after the purchase was made.

The CFO and Administrator will have meetings with department heads regarding purchasing laws. In instances where blankets can be created, they will be.

Implementation Date:

January 1, 2025.

GENERAL FINDING #4

Finding/Condition:

An appropriation reserve balance in the Affordable Housing Utility was over-expended and a capital expense was made with no ordinance appropriation.

Recommendation:

Procedures be reviewed and enhanced to ensure that sufficient resources are available prior to the expenditure of funds.

Explanation and Corrective Action Plan:

Prior year bills were paid beyond March 31st, and therefore a transfer of appropriation could not be done. Further, a audit entry in prior years was not reflected in the GL to change the balance of the improvement account and therefore it was overstated and charged with funds not available.

Audit entries will be made to assure balances are reflected accordingly and utility bills will be projected and encumbered prior to year end assuring enough funds are available if needed.

Implementation Date:

January 1, 2026.

GENERAL FINDING #5

Finding/Condition:

The General Ledger was not updated to report the monthly billings and adjustments.

Recommendation:

Reconciliations with the water/sewer utility billings be made monthly and in agreement with the Township's General Ledger.

Explanation and Corrective Action Plan:

The CFO updated the Ledger annually utilizing the billing reports from the utility software system.

The CFO will utilize the reports on a monthly basis and make adjustments to the Ledger monthly.

Implementation Date:

January 1, 2026.

GENERAL FINDING #6

Finding/Condition:

The Township did not have dedication by riders for the accumulated leave reserve, UCC Fees, or community donation.

Recommendation:

The township should approved dedication by riders for the various trust funds reserves.

Explanation and Corrective Action Plan:

The various reserves have existed prior to the current CFO, and it was not known a proper dedication by rider was not done.

The CFO will have Dedication by Riders approved and submitted to the State of NJ for the trusts to be established.

Implementation Date:

August, 2026.

42.

Form 100 – REV 9/23

ASSOCIATION #	COMPANY #	LINE #
FOR STATE OFFICE USE ONLY		

New Jersey State
Firefighter's Association
Application for Membership

Date 7/10/26

Relief Association Name Mahwah Fire Co #5 Assoc. Number Mahwah Fire Dept. Municipality Mahwah County Bergen
Fire Company Name _____ Fire Department Name _____

Applicant Name Cody I Mann
First Middle Initial Last Suffix

Home Address 24 Oak Rd Mahwah 07430 [REDACTED]
Street Municipality Zip Code # of years

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

Applicant Phone Number [REDACTED] Applicant Email Address [REDACTED]

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

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

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

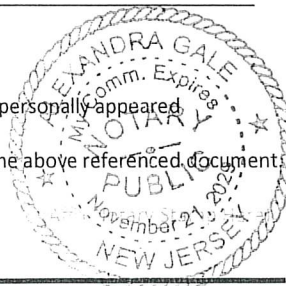
Signature of Applicant (witnessed by a Notary Public): [Signature] [Signature]

State of New Jersey, County of Bergen

On July 1st, 2026 before me, Alexandra Gale, Notary Public in and for said county, personally appeared,

Cody I. Mann, (signer) who has satisfactorily identified himself/herself as the signer to the above referenced document.

My Commission Expires: 11/21/2029 Alexandra Gale
Notary Public Signature



Signature of Relief Association Secretary _____ Signature of Chief of Department _____

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

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

Signature of Municipal Clerk/Board of Fire Commissioners: _____

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

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

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

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

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

Please Print

Name Cody Mann M
 First Middle Initial Last Sex

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

Date Examined 7/1/2026 Examined at VALLEY MEDICAL GROUP
140 FRANKLIN TURNPIKE
WALDWICK, NJ 07463
 Examiner's Phone # (P) 201-447-3603 • (F) 201-447-5185 ☐ Physician
 Print Examiner's Name Michael W. Williams-Healy M ☐ Nurse Practitioner
 Signature of Examiner [Signature] ☐ Physician's Ass't

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

NPI Number _____ Print Physician's Name _____

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

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

Local Relief Secretary Name _____ Address _____ Zip code _____

4b.

ASSOCIATION #	COMPANY #	LINE #
FOR STATE OFFICE USE ONLY		

New Jersey State
Firefighter's Association
Application for Membership

Form 100 – REV 9/25

Date 7/6/26

Relief Association Name Fire Company #1 Assoc. Number Municipality Mahwah County Bergen
Fire Company Name Fire Department Name Mahwah Fire Department

Applicant Name Simone M Melnik
First Middle Initial Last Suffix
Home Address 37 Niagara Dr Mahwah 07430
Street Municipality Zip Code # of years
Date of Birth Birth Place SS #
(REQUIRED)

Applicant Phone Number Applicant Email Address

Have you ever been charged with, pled guilty to, or been convicted of a crime involving and/or including arson: ☐ Yes ☐ No
Have you ever applied to be a member of the NJSFA? ☐ Yes ☒ No If yes, when where

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

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

I CERTIFY THAT THE INFORMATION CONTAINED ABOVE IS TRUTHFUL, COMPLETE AND ACCURATE. I AM AWARE THAT IF ANY OF THE INFORMATION PROVIDED ABOVE IS FALSE, I AM SUBJECT TO PUNISHMENT UNDER THE LAW.

Signature of Applicant (witnessed by a Notary Public):

State of New Jersey, County of PASSAIC
On May 25th, 2026 before me, John P. L. Manke, Notary Public in and for said county, personally appeared

Simone M. Melnik, (signer) who has satisfactorily identified himself/herself as the signer to the above referenced document.

My Commission Expires: 12-13-2026
Notary Public Signature JOHN P. L. MANKE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 13, 2026

Signature of Relief Association Secretary Signature of Chief of Department

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

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

Signature of Municipal Clerk/Board of Fire Commissioners:

- A. Application portion should be completed by Applicant – Typed or Printed ONLY.
 - B. Application must have the Physical Test Record completed by a New Jersey Licensed Physician, Nurse Practitioner or Physician Assistant.
 - C. The completed Application and Physical Test Record must be returned to the Local Relief Secretary.
 - D. The Local Relief Secretary shall review the application for completeness, attain the proper signatures, and forward to the NJSFA State office.
- The Applicant is not a member of the NJSFA until the completed application is received AND approved at the NJSFA State office. Email to Localreports@njsfa.com or fax to (732) 938-2580. Original hard copy no longer required.

Jun. 25, 2026 1:41PM VMQ WALDWICK

No. 7883 P. 2

Form 100-REV 9/23

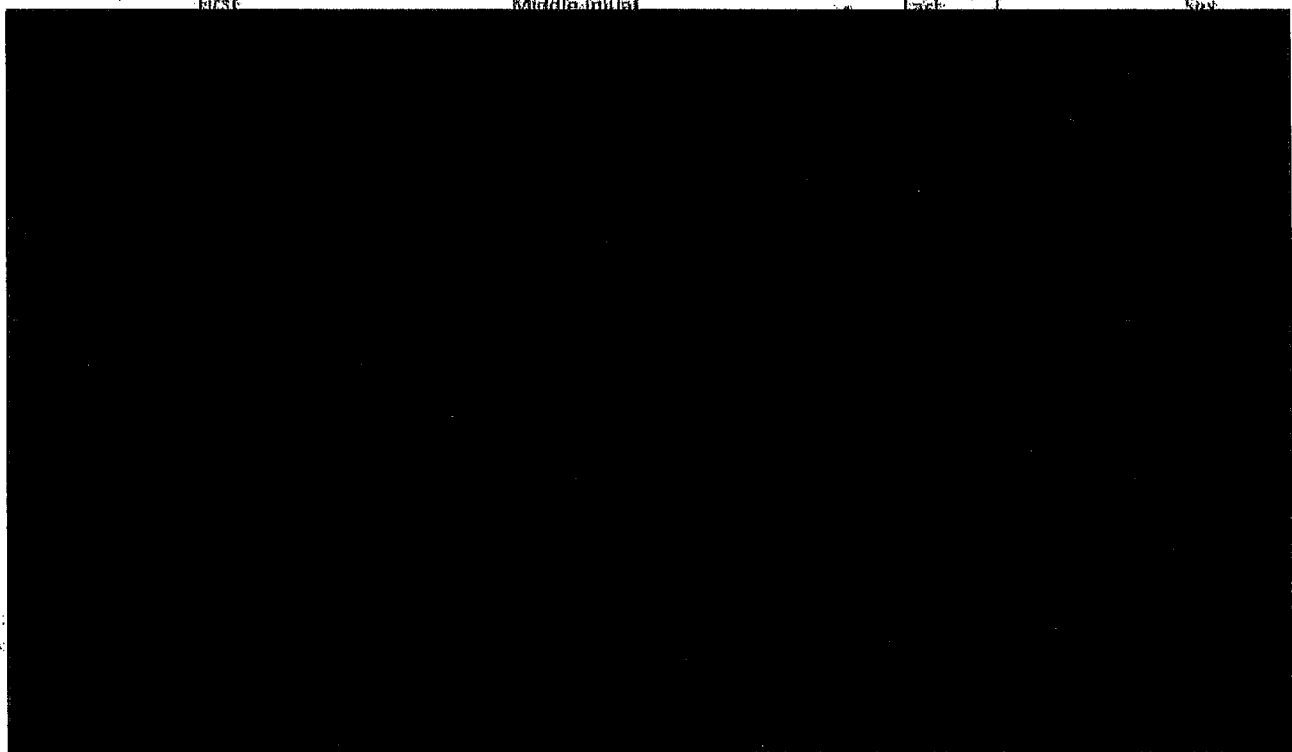
Physical Test Record (Valid for one (1) year from the Date Examined)

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

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

Please Print

Name SIMONE M MELNYK F
First Middle Initial Last Sex



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

Date Examined 6/22/26 Examined at 140 Franklin Turn Waldwick, NJ 07963
Address of office

201-947-3603 Lisa D'Amico, DO [Signature] ☒ Physician
Examiner's Phone # Print Examiner's Name Signature of Examiner ☐ Nurse Practitioner
If a Nurse Practitioner or Physician's Assistant, please indicate the name of the collaborating or supervising physician. ☐ Physician's Ass't

NPI Number _____ Print Physician's Name _____

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

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

Local Relief Secretary Name _____ Address _____ Zip code _____

4c.

AMENDMENT TO LICENSE AGREEMENT

THIS AMENDMENT TO LICENSE AGREEMENT is made on _____,
2026 by and between:

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

("Licensor" or "Township")

and:

YASMIN GENAO & SOTERO GENAO
8 King Street
Mahwah, New Jersey 07430

("Licensees" or "Owners")

WITNESSETH:

WHEREAS, Yasmin Genao & Sotero Genao are the Owners of property located at 8 King Street, Mahwah, New Jersey, designated as Block 92, Lot 1 on the Township of Mahwah Tax Maps (the "Property") and as further depicted in the Survey dated November 17, 2021, attached hereto as Exhibit A; and

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

WHEREAS, on July 7, 2025, the Township Council approved Resolution #272-25, granting permission to Owners to build a two-foot-tall retaining wall within the Township Easement, conditioned upon Owners entering into a license agreement ("2025 Agreement"); and

WHEREAS, Owners did enter into a 2025 Agreement, attached hereto, which was recorded with the Bergen County Clerk's Office on August 20, 2025; and

WHEREAS, Owners have now requested to replace a chain-link fence within the Township Easement with a six-foot vinyl fence, as depicted in Exhibit A; and

WHEREAS, the Township desires to amend the 2025 Agreement to grant to Owners the license over the Township Easement for the fence, subject to the same terms and conditions as apply to the retaining wall.

NOW, THEREFORE, IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00) and the mutual undertakings herein, the Township hereby amends the 2025 Agreement to give, grant and convey to Owners a license for the purpose of permitting access and use of a portion of the Township Easement as further described in Exhibit A, attached hereto, and for the purposes as hereinafter set forth.

1. Licensees request permission to replace an existing chain link fence with a six-foot vinyl fence within the Township Easement on the Property. The maximum permitted height of said fence shall be six feet.

2. All other terms and conditions set forth in the 2025 Agreement regarding the retaining wall shall apply equally to the six-foot vinyl fence.

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

WITNESS/ATTEST:

TOWNSHIP OF MAHWAH/LICENSOR

Carolyn George, RMC
Municipal Clerk

By: _____
James J. Wysocki
Mayor

WITNESS/ATTEST:

LICENSEE

By: _____

WITNESS/ATTEST:

LICENSEE

By: _____

[ACKNOWLEDGMENTS ON FOLLOWING PAGES]

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

I CERTIFY that on _____, 2026 CAROLYN GEORGE personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the MUNICIPAL CLERK of the TOWNSHIP OF MAHWAH, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is JAMES WYSOCKI, the MAYOR of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Council; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to
before me this ____ day
of _____, 2026.

Carolyn George, RMC
Municipal Clerk

(Notary sign, seal, stamp)

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

I CERTIFY that on _____, 2026, _____
personally came before me and acknowledged under oath, to my satisfaction:

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

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

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

I CERTIFY that on _____, 2026, _____
personally came before me and acknowledged under oath, to my satisfaction:

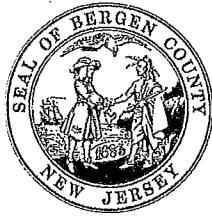
(A) that he/she is the owner of Property located at _____,
Mahwah, New Jersey _____;

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

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

John S. Hogan
Bergen County Clerk

Bergen County Clerk
One Bergen County Plaza
Hackensack, NJ 07601
(201) 336-7000
www.bergenclerk.org/



INSTRUMENT# 2025057120

V 5579 1929

RECORDED DATE: 08/20/2025

Document Type: AGREEMENT

Transaction #: 2099798

Document Page Count: 8

Operator Id: DS

RETURN TO:

DORSEY & SEMRAU
ATTN: SUSAN C. SHARPE, ESQ.
714 MAIN STREET
BOONTON, NJ 07005

SUBMITTED BY:

DORSEY & SEMRAU
714 MAIN STREET

BOONTON, NJ 07005

PRIMARY NAME

MAHWAH TOWNSHIP OF

SECONDARY NAME

GENAO YASMIN

ADDITIONAL PRIMARY NAMES

GENAO YASMIN

ADDITIONAL SECONDARY NAMES

GENAO SOTERO

MARGINAL REFERENCES: File Number: Volume: Page:

DOCUMENT DATE: 07/21/2025

MUNICIPALITY: MAHWAH

LOT: 1

BLOCK: 92

INSTRUMENT#: 2025057120

Recorded Date: 08/20/2025

I hereby CERTIFY that this document is recorded
in the Clerk's Office in Bergen County, New
Jersey.



John S. Hogan
John S. Hogan
Bergen County Clerk

FEES/ TAXES:

RECORDING FEE	\$8.00
---------------	--------

HOMELESSNESS TRUST FUND	\$3.00
-------------------------	--------

HOMELESS CODE BLUE	\$2.00
--------------------	--------

NPNR	\$0.00
------	--------

Basic County	\$0.00
--------------	--------

Basic State	\$0.00
-------------	--------

PHPF	\$0.00
------	--------

Extra-Aide	\$0.00
------------	--------

Gen-Purpose	\$0.00
-------------	--------

Mansion-Tax	\$0.00
-------------	--------

Total: \$13.00

Recording Fees: \$13.00

Realty Transfer Tax Fees: \$0.00

Consideration: \$

OFFICIAL RECORDING COVER PAGE

Page 1 of 8

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

V12.24.21

Bergen County Recording Data Page
Honorable John S. Hogan
Bergen County Clerk



Official Use Only - Barcode

Official Use Only – Realty Transfer Fee

Date of Document:

07/21/2025

Type of Document:

License Agreement

First Party Name:

Township of Mahwah

Second Party Name:

Yasmin Genao

Additional Parties:

Sotero Genao

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Block:

92

Lot:

1

Municipality:

Mahwah

Consideration:

\$1.00

Mailing Address of Grantee:

475 Corporate Drive, Mahwah, NJ

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGE INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

Original Book:

Original Page:

BERGEN COUNTY RECORDING DATA PAGE

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

LICENSE AGREEMENT

THIS AGREEMENT is made on July 21, 2025 by and between:

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

("Licensor" or "Township")

and:

YASMIN GENAO & SOTERO GENAO
8 King Street
Mahwah, New Jersey 07430

("Licensees" or "Owners")

WITNESSETH:

WHEREAS, Yasmin Genao & Sotero Genao are the Owners of property located at 8 King Street, Mahwah, New Jersey, designated as Block 92, Lot 1 on the Township of Mahwah Tax Maps (the "Property") and as further depicted in the Survey dated November 17, 2021, attached hereto as Exhibit A; and

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

WHEREAS, Owners desire to build a two-foot (2') retaining wall to grade and level the backyard, and to prevent soil and debris from washing in from neighboring property during rainfall or irrigation; and

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

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

1. Licensees request permission for a two-foot (2') retaining wall within the Township Easement to remain on the Property. The maximum permitted height of said retaining

wall shall be two feet. Licensees shall not erect, place, plant, permit or allow growth or obstructions that would interfere with the use of the Township Easement or impair Licensors ability to access same for the purposes stated herein, its intended purposes, or prohibit access by Licensors.

2. Licensees shall be responsible for the maintenance of the retaining wall placed in the portion of the Township Easement that is the subject of this Agreement. However, the granting of this license does not prejudice or preclude the Township's right to enter upon the Township's Easement for any reason whatsoever, including to maintain, construct, operate, repair, replace or remove said sanitary sewer and facilities and appurtenances thereto. Licensors shall provide Licensees with forty-eight (48) hours advance written notice prior to entering upon the Property, except in the case of an emergency.

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

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

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

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

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

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

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

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

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

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

WITNESS/ATTEST:

Carolyn George
Carolyn George, RMC
Municipal Clerk

TOWNSHIP OF MAHWAH/LICENSOR

By: [Signature]
James Wysocki
Mayor

WITNESS/ATTEST:

Carolyn George
Carolyn George

LICENSEE

By: [Signature]
Masmin Genao

WITNESS/ATTEST:

Carolyn George
Carolyn George

LICENSEE

By: [Signature]
Sotero Genao

[ACKNOWLEDGMENTS ON FOLLOWING PAGES]

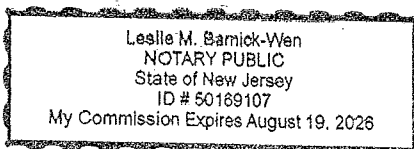
STATE OF NEW JERSEY:
: SS:
COUNTY OF BERGEN:

I CERTIFY that on July 21, 2025 CAROLYN GEORGE personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the DEPUTY CLERK of the TOWNSHIP OF MAHWAH, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is JAMES WYSOCKI, the MAYOR of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Council; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to
before me this 21st day
of July, 2025.

Carolyn George
Carolyn George, RMC
Municipal Clerk

Leslie M. Barnick-Wen
(Notary sign, seal, stamp)



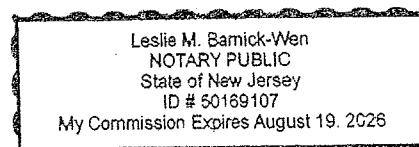
STATE OF NEW JERSEY }
COUNTY OF BERGEN: } SS.:

I CERTIFY that on July 21, 2025, Yasmin Ganzo personally came before me and acknowledged under oath, to my satisfaction:

(A) that he/she is the owner of Property located at 8 King Street, Mahwah, New Jersey 07430;

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

Leslie M. Barnick-Wen



STATE OF NEW JERSEY

COUNTY OF BERGEN:

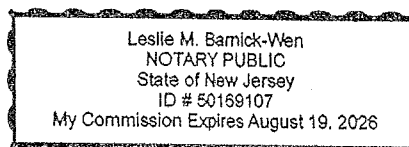
SS.:

I CERTIFY that on July 21, 2025, Sotero Genao
personally came before me and acknowledged under oath, to my satisfaction:

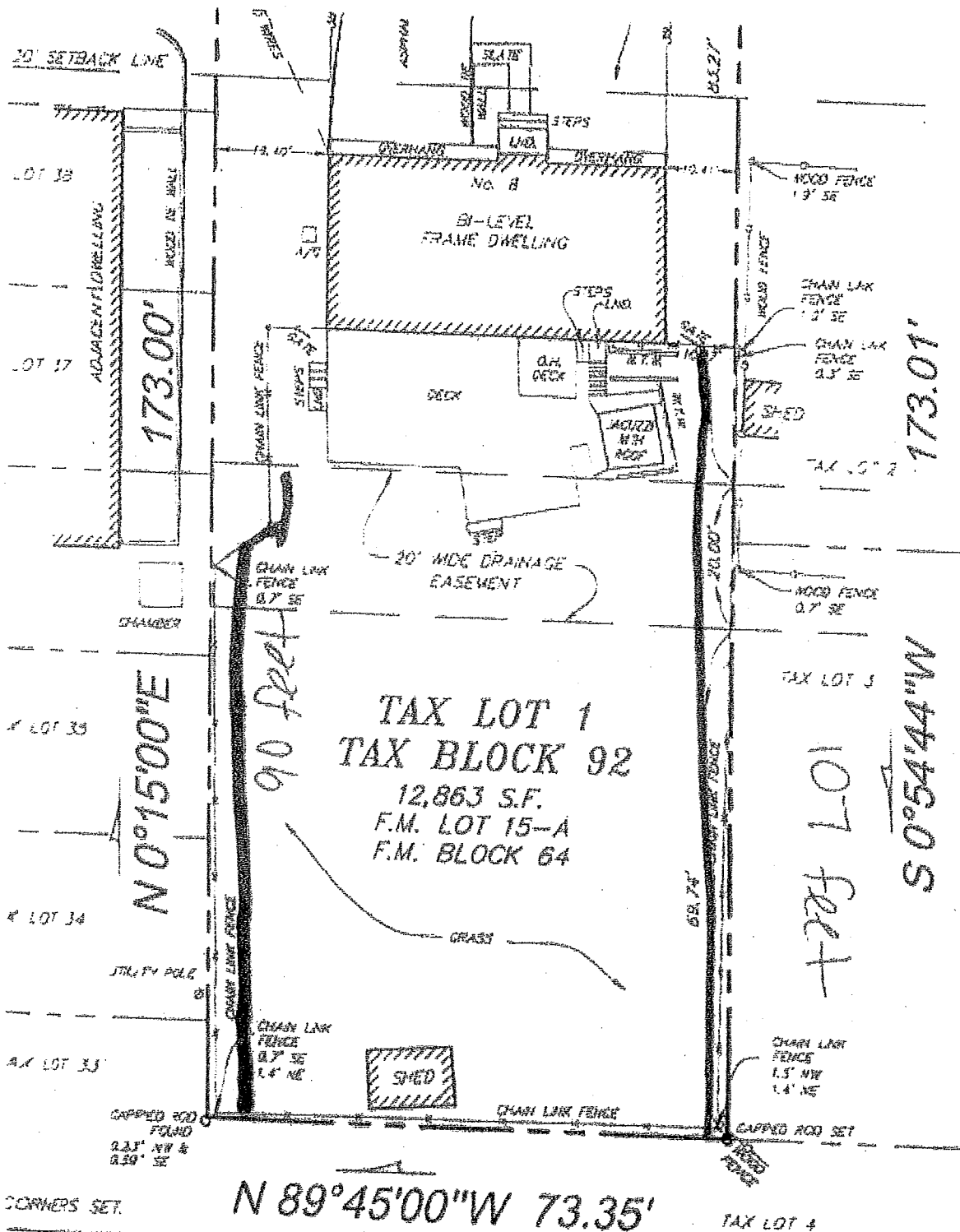
(A) that he/she is the owner of Property located at 8 King Street
Mahwah, New Jersey 07430;

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

Leslie M. Barnick-Wen



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



**TAX LOT 1
TAX BLOCK 92**
12,863 S.F.
F.M. LOT 15-A
F.M. BLOCK 64

N 89°45'00"W 73.35'

LOCATION SURVEY OF PROPERTY OF
YASMIN S. GENAO AND SOTERO J. GENAO, WIFE AND HUSBAND
TOWNSHIP OF MANHAWK, BERGEN COUNTY, N.J.

GO AND SOTERO J. GENAO, WIFE AND HUSBAND

MANNO SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
643 POST AVE. LYNCHBURST, N.J. 070
TEL (201) 438-7454 FAX (201) 480-01
EMAIL: VLEVEL42@GMAIL.COM

1" = 20'	DATE: 11/17/2021
TAX MAP BLOCK: 92	
FILE MAP BLOCK: 44	
CE:	

AS DESIGNATED ON LOT 15-A IN BLOCK 64 ON A MAP SURVEYED BY JAMES J. MANNO

James J. Manno

**TOWNSHIP OF MAHWAH
ORDINANCE NO. 2103**

AN ORDINANCE OF THE TOWNSHIP OF MAHWAH, COUNTY OF BERGEN, STATE OF NEW JERSEY, AMENDING CHAPTER 9, RECREATIONAL FACILITIES, OF THE TOWNSHIP CODE TO PROHIBIT THE USE OF ELECTRIC/MOTORIZED BICYCLES, MOPEDS, ATVS AND MOTORCYCLES IN ALL PARKS AND PARK WALKING AREAS, AND TO CLARIFY PERMITTED USES FOR COURTS AND GOALS

WHEREAS, the Township of Mahwah Administration has recommended the Township Code be amended to expressly prohibit electric and motorized vehicles in Township parks and park walking area, and to clarify language regarding permitted uses for park courts and goals; and

WHEREAS, the amendments are necessary to ensure the public safety of residents and visitors and to protect taxpayer investment into the facilities by ensuring the facilities are used as intended; and

WHEREAS, the Township Council desires to adopt the recommendations and amend the Township Code to reflect same.

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

SECTION 1. Chapter 9, Recreational Facilities, Section 9-1, Use Regulations, Subsection 9-1.3, Use of Facilities, is hereby amended to add the following language:

- i. All courts shall be utilized only for their respective named uses: basketball on basketball courts, pickleball and tennis on pickleball and tennis courts, and street hockey on street hockey courts.
- j. Goals at all Township facilities shall be utilized only for their designated purposes: soccer goals for soccer, lacrosse goals for lacrosse, and hockey goals for hockey.
- k. The use of any electric or motorized bicycle, moped, scooter, all-terrain vehicle, or motorcycle is prohibited in all parks and park walking tracks, trails, sidewalks, and walkways.

SECTION 2. This ordinance may be renumbered for the purpose of recodification.

SECTION 3. Ordinances, resolutions, regulations or parts of ordinances, resolutions and regulations inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 4. 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 5. This ordinance shall take effect twenty (20) days following final passage, approval, and publication as required by law.

Introduced: 07/06/26

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 #248-26
DATE: July 20, 2026

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

BE IT RESOLVED, that the Township Council of the Township of Mahwah hereby authorizes the Mayor and Municipal Clerk to execute the Developer's Agreement between the Township and K & K Developers, Inc. for property located at 457 Ridge Road, Block 1139, Lot 41 in the Township of Mahwah. Said Developer's Agreement is subject to the filing of the required securities being approved by the Township Attorney.

BE IT FURTHER RESOLVED, that the Municipal Clerk shall forward a copy of this resolution to the Mayor, Township Engineer, Township Attorney, Business Administrator, and K & K Developers, Inc.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 20th day of July, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

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

**RESOLUTION #249-26
DATE: July 20, 2026**

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

WHEREAS, pursuant to § 15-9a of the Township of Mahwah Code, all property owners and occupants are responsible for “keeping abutting sidewalks in property condition of maintenance and good repair, including but not limited to, keeping such sidewalks free of obstruction, debris, cracks and crevices or other unsafe conditions”; and

WHEREAS, pursuant to § 15-9b of the Code, “If the Property Maintenance Inspector determines that any sidewalk governed by this chapter has fallen into a state of disrepair, the Property Maintenance Inspector shall, upon the Township Council passing a resolution, cause a written notice to be served upon the property owner, either personally or by certified mail”; and

WHEREAS, § 15-9b further provides that “The notice shall require specified work to the sidewalk be completed within 30 days of the date of service of the notice, or within a reasonable period of time depending upon the season of the year”; and

WHEREAS, the Township’s Property Maintenance Inspector has inspected the sidewalks along Franklin Turnpike from King Street to the New Jersey/New York State line and has determined that repairs by property owners are required; and

WHEREAS, the Township Council, upon the recommendation of the Director of the Department of Land Use, desires to adopt a resolution pursuant to § 15-9b to authorize the Property Maintenance Inspector to serve written notices upon such property owners directing them to complete required repairs to their abutting sidewalks.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the Township of Mahwah, County of Bergen, State of New Jersey hereby authorizes, in accordance § 15-9b of the Township Code, the Township's Property Maintenance Inspector to serve notice personally or by certified mail upon all property owners whose sidewalks have fallen into a state of disrepair, directing the property owners to complete required repairs as detailed in the notices.

This Resolution shall take effect immediately.

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 20th of July, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President



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

VIA EMAIL

July 15, 2026

Ms. Carolyn George
Township Clerk
Municipal Building
475 Corporate Drive
Mahwah, New Jersey 07430

Re: Township of Mahwah Sidewalk Maintenance Program
Authorization to Notify Property Owners of Required Work
Franklin Turnpike
Township of Mahwah
Our File No. MA-3106

Dear Ms. George:

As per Section 15-9 of the Township Code, see copy attached, every owner or occupant of property within the Township shall maintain and be responsible for proper upkeep of the street between the property line and the curb abutting the property. Such upkeep includes keeping the abutting sidewalks in proper condition of maintenance and in good repair.

The Township has inspected the condition of the sidewalks along Franklin Turnpike from King Street to the New Jersey/New York State Line and found sidewalks which are in various states of disrepair. As per section 15-9b of the Township Code, the Property Maintenance Inspector shall, upon the Township Council passing a resolution, cause a written notice to be served upon the property owner notifying them of the work required.

We respectfully request the adoption of a resolution authorizing the Property Maintenance Inspector to serve the affected property owners with written notice of required work, at the Council Work Session scheduled for July 20, 2026. Please see draft of proposed resolution attached.

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.

Ms. Carolyn George
Township Clerk
July 15, 2026
Page 2

Very truly yours,



Michael J. Kelly, P.E.
Township Engineer

MJK/mk
Attachments

cc: Ben Kezmarsky, Township Business Administrator
Geraldine Entrup, Administrative Officer
Doug Burns, Property Maintenance Inspector

260715 Engineering Report mk

*Township of Mahwah, NJ
Wednesday, July 15, 2026*

Chapter 15. Streets, Sidewalks and Sanitation

§ 15-9. RESPONSIBILITY FOR MAINTENANCE AND REPAIR OF SIDEWALKS.

[Added 4-1-2021 by Ord. No. 1926]

- a. Every owner or occupant of property within the Township shall maintain and be responsible for proper upkeep of the part of the street between the property line and the curb abutting the property, including the corner areas adjacent to corner lots either within or without the property lines. Condominium and townhouse associations shall be responsible for maintenance and upkeep of sidewalks within the public right of way. The Township shall be responsible for maintenance and upkeep of the curb abutting the property.

Such upkeep shall include keeping abutting sidewalks in a proper condition of maintenance and good repair, including but not limited to, keeping such sidewalks free of obstruction, debris, cracks and crevices or other unsafe conditions. Sidewalks shall be constructed and maintained as defined, required and set forth in N.J.A.C. 5:21-4:18, in accordance with heretofore established lines, grades and standards.

- b. If the Property Maintenance Inspector determines that any sidewalk governed by this chapter has fallen into a state of disrepair, the Property Maintenance Inspector shall, upon the Township Council passing a resolution, cause a written notice to be served upon the property owner, either personally or by certified mail. The notice shall require specified work to the sidewalk be completed within 30 days of the date of service of the notice, or within a reasonable period of time depending upon the season of the year.
- c. If the property so affected is unoccupied and the owner cannot be located within the Township, the notice may be mailed to the owner's post office address if known. In case the owner is a nonresident of the Township or the owner's post office address cannot be ascertained, then the notice may be inserted for four weeks, once a week, in a newspaper circulating in the Township.
- d. If the property owner does not comply with the notice requirements, the Department of Public Works, upon the filing by the Property Maintenance Inspector of a proof of service or publication of the aforesaid notice with the Township Council, shall cause the required work to be done and paid for out of the municipal funds available for that purpose.
- e. The cost of such work shall be certified by the Department of Public Works to the Tax Collector. Upon filing said certificate, the amount of the cost of such work shall be and become a lien upon said abutting lands in front of which such work was done, to the same extent that assessments for local improvements are liens in the Township under its charter or the general law, and shall be collected in the manner provided by law for the collection of such other assessments and shall bear interest at the same rate. In addition, the Township may have an action to recover said amount against the owner of affected lands in any court having competent jurisdiction thereof. A certified copy of the aforesaid certificate shall, in such action, be prima facie evidence of the existence of a debt due from the owner to the Township.

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #250-26
DATE: July 20, 2026

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

A RESOLUTION OF TOWNSHIP OF MAHWAH AUTHORIZING THE PURCHASE OF ELECTRICITY SUPPLY SERVICES FOR PUBLIC USE

WHEREAS, Township of Mahwah has determined to move forward with EMEX LLC in order procure electricity for Township of Mahwah; and that the recommendation is to move forward with Constellation Energy for a 48-month term beginning in December 2026, with a price of \$0.08585 per kWh.

WHEREAS, EMEX LLC, a division of Mantis Innovation, is compensated for all services rendered through the participating supplier that a contract is awarded to.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 20th day of July, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

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

**RESOLUTION #251-26
DATE: JULY 20, 2026**

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

**RESOLUTION AUTHORIZING THE APPROVAL OF CONTRACTS WITH SAL
ELECTRIC, INC., THAT MAY EXCEED THE BID THRESHOLD, UTILIZING THE
COOPERATIVE PRICING AGREEMENT WITH THE LEAD AGENCY, THE COUNTY
OF BERGEN, FOR THE #CK04 NEW JERSEY COOPERATIVE PURCHASING
ALLIANCE**

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Township of Mahwah by Resolution #041-26 dated January 5, 2026, has entered into a Cooperative Pricing Agreement with the Lead Agency, the County of Bergen, for the #CK04 New Jersey Cooperative Purchasing Alliance; and

WHEREAS, The Township of Mahwah, pursuant to N.J.S.A. 40A:11-11(5), may by Resolution and without advertising for bids, purchase any goods or services under the Cooperative Pricing System; and

WHEREAS, the Township of Mahwah Department of Public Works has the need to utilize electrical services for Township Buildings and projects; and

WHEREAS, Sal Electric Co, Inc. is an authorized vendor awarded on the New Jersey Cooperative Purchasing Alliance Contract #CK-04, Subcontract #25-19 entitled Licensed Electrical Contractor Services; and

WHEREAS, the total cost of electrical services and repairs may exceed the bid threshold; and the Chief Financial Officer has certified that funds are available in the 2026 operating and capital budgets.

THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mahwah, hereby authorizes the approval of contract to Sal Electric Co, Inc., for the utilization of electrical services and repairs for the Department of Public Works, on awarded New Jersey Cooperative Purchasing Alliance Contract #CK04, Subcontract #25-19, that may exceed \$53,000 in the year 2026.

BE IT FURTHER RESOLVED that the Township Clerk shall keep a copy of this Resolution on file and available for inspection in the Office of the Township Clerk and shall forward a copy of this Resolution to the Business Administrator, QPA, CFO, Accounts Payable, Department of Public Works, and Sal Electric Co, Inc. 83 Fleet Street, Jersey City, NJ 07306.

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

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 20th day of July, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

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

**RESOLUTION #252-26
DATE: JULY 20, 2026**

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

WHEREAS, on June 19, 2026, a broken watermain on Moffat Road, between Route 17 and Island Road, caused areas of the roadway to buckle and become undermined from the force of the water, creating an unsafe condition that required immediate emergency repair and paving; and

WHEREAS, the Department of Land Use addressed this emergency in a form dated June 23, 2026 and received authorization from Administration to issue a Purchase Order authorizing LaForza Construction, LLC, to make the necessary repairs on an emergency basis; and

WHEREAS, pursuant to N.J.S.A.40A:11-6, a contract may be negotiated or awarded for a contracting unit without public advertising for bids and bidding therefor, when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services; and

WHEREAS, this emergency contract has value in excess of \$17,500.00; and

WHEREAS, the Chief Financial Officer has certified that sufficient funding exists in Reserve For Various Water Improvements Account #06-227-55-000-000.

NOW, THEREFORE, BE IT RESOLVED, the Township Council of the Township of Mahwah does hereby authorize payment in the amount of \$19,775 for emergency repair and paving to areas of Moffat Road, between Route 17 and Island Road, made by LaForza Construction, LLC, with a properly executed purchase order and in compliance with all Local Public Contracts Laws.

BE IT FURTHER RESOLVED that the Township Clerk shall keep a copy of this Resolution on file and available for inspection in the Office of the Township Clerk and that the Township Clerk shall forward a copy of this Resolution to the Business Administrator, QPA, CFO, DPW Director, Department of Land Use, and LaForza Construction, LLC., 53 Wadsworth Street, Wallington, NJ 07057.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 20th day of July, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

LA FORZA CONSTRUCTION, LLC

53 Wadsworth Street
Wallington, NJ 07057

Tel: (201) 842 - 0707

Fax: (201) 842 - 0011

Email: dgeraldi@laforzaconstruction.com

PROPOSAL

TO: Mr. Michael Kelly
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

DATE : June 24, 2026

PROJECT: Maffit Road Water Main Break Roadway Repair

SCOPE OF WORK:

1. Full depth roadway don to existing stone base +/- 5"
2. Supply and install 3" 19.5M base in area 41 x 18
3. Supply and install 2" top in same area 41 x 18 9.5M
4. Install curb 35 LF with 6" reveal.

\$19,775.00

EXCLUSIONS:

- Price is based on regular time.
- This proposal includes only what is outlined above.
- If traffic control by the Township of Mahwah
- Quoted prices are subject to change based on market conditions at the time of installation.
- All work to be done during normal business hours.

ACCEPTANCE OF PROPOSAL:

The conditions, specifications and costs as stated within this proposal are satisfactory.
You are authorized to do the work as specified above.

AUTHORIZED SIGNATURE: _____ **DATE:** _____

ACCEPTED BY: _____ **DATE:** _____

CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES
TO BE FILED WITH CONTRACTING AGENT OR DEPUTY

The undersigned department head (or designated agent) certifies as follows:

1. An emergency condition exists ~~in~~ (on Moffat Road, Mahwah, NJ).
2. This condition constitutes an emergency affecting the immediate health, safety, or welfare of the public.
3. Description of the condition and how it affects the public health, safety, or welfare:
Around 6:30 PM on Friday, June 19, 2026 a water main break occurred on
Moffat Road, between Route 17 and Island Road. The water main break caused
the roadway asphalt to buckle due to the water pressure. The Water Department
responded to the break to repair the 8" water main break, repaired the break and
removed the sections of damaged roadway. This section of road must be
repaired as soon as possible for the safety of the traveling public.

4. This emergency occurred on (date) 6/19/26
at (location) on Moffat Road, Mahwah, NJ.
5. It is necessary to invoke N.J.S.A. 40A:11-6 (emergency purchases and contracts)
in order to obtain the immediate delivery of the materials, supplies, or the
performance of the service(s) described in the attached requisition # _____.
The estimated cost of furnishing the materials(s), supplies, or service(s) is
\$ 19,775.00.
6. It is requested that a Purchase Order be issued without public advertisement for
bids, pursuant to the above cited statute.
7. I certify that the foregoing statements made by me are true. I am aware that if any
of the foregoing statements are willfully false, I am subject to punishment.

Michael J. Kelly

Department Head

Michael J. Kelly, P.E.

Name Printed

Township Engineering Department

6/23/26

Department

Date

For Purchasing Authority use only:

1. Purchasing Agent/Business
Administrator
Approved ☐ Denied ☐
2. If approval is granted, record the purchase order(s) issued pursuant to the
emergency: _____
3. The maximum amount that may be expended under this emergency is
\$ _____

RESOLUTION

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

**RESOLUTION #253-26
DATE: JULY 20, 2026**

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

WHEREAS, Hospitality Prop c/o Marriott and Sonesta Select were prior owners and Galaxy HG Mahwah LLC is the current owner and/or taxpayer of property located at 140 Route 17, also known as Block 129, Lot 2; and

WHEREAS, the taxpayers have filed tax appeals for the tax years 2021, 2022, 2023, 2024, 2025 and 2026 against the Township of Mahwah in matters entitled Hospitality Prop c/o Marriott v. Township of Mahwah, Sonesta Select v. Township of Mahwah, and Galaxy HG Mahwah LLC v. Township of Mahwah, which are presently pending in the Tax Court; and

WHEREAS, it has been recommended by the Tax Appeal Attorney, the Township Assessor, and the Township Appraiser that the matters be settled at this time, and that such settlement is in the best interests of the Township.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Township Council of the Township of Mahwah that the Tax Appeal Attorney be and is hereby authorized and directed to execute any and all documents necessary in order to finalize the settlement of litigation entitled Hospitality Prop c/o Marriott v. Township of Mahwah, Sonesta Select v. Township of Mahwah, and Galaxy HG Mahwah LLC v. Township of Mahwah, so that for the tax year 2021, the assessment of \$11,800,000 will be reduced to \$11,000,000; for the tax year 2022, the assessment of \$11,800,000 will be reduced to \$10,500,000; for the tax year 2023, the assessment of \$11,800,000 will be reduced to \$10,000,000; for the tax years 2024 and 2025, the assessment of \$11,800,000 will be reduced to \$9,500,000; and for the tax year 2026, the assessment of \$11,800,000 will be reduced to \$7,250,000.

BE IT FURTHER RESOLVED THAT, as a material term of the settlement, the taxpayer has agreed to accept a tax credit for any overpayments for tax year 2026.

BE IT FURTHER RESOLVED that the aforesaid settlement is predicated upon a waiver of any and all pre-judgment interest by the taxpayer, as long as the refund owed is paid within 60 days of the issuance of Tax Court Judgments and the tax credits are applied to the next quarter's tax payment due and owing following issuance of the Tax Court Judgments.

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; Township Attorney and Township Tax Assessor.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 20th day of July, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

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

**RESOLUTION #254-26
DATE: JULY 20, 2026**

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

GOVERNING BODY CERTIFICATION OF THE ANNUAL AUDIT

WHEREAS, N.J.S.A. 40A: 5-4 requires the governing body of every local unit to have made an Annual Audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2025 has been filed by a Registered Municipal Accountant with the *Municipal Clerk* pursuant to N.J.S.A. 40A: 5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the Governing Body of each Municipality shall, by Resolution, certify to the Local Finance Board of the State of New Jersey that all Members of the Governing Body have reviewed, as a minimum, the Sections of the Annual Audit entitled "Comments and Recommendations"; and

WHEREAS, the Members of the Governing Body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the Section of the Annual Audit entitled "Comments and Recommendations", as evidenced by the Group Affidavit Form of the Governing Body attached hereto; and

WHEREAS, such Resolution of Certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the Annual Audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all Members of the Governing Body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the Affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the Members of the Local Governing Body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the Director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE, BE IT RESOLVED the Township Council of the Township of Mahwah hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this Resolution and the required Affidavit to said Board to show evidence of said compliance.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 20th day of July, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President



Township Of Mahwah

Municipal Offices: 475 Corporate Drive
P.O. Box 733 • Mahwah, NJ 07430
Tel 201-529-5757 Ext. 4 • Fax 201-529-5740
www.mahwahtwp.org

State of New Jersey
County of Bergen

We, members of the Governing Body of the Township of Mahwah, in the County of Bergen, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Township Council of the Township of Mahwah in the County of Bergen;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2025;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations".

(L.S.) _____

(L.S.) _____

(L.S.) _____

(L.S.) _____

(L.S.) _____

(L.S.) _____

(L.S.) _____

Carolyn George, RMC, Municipal Clerk

Sworn to and subscribed before me this
_____ day of _____, 2026.

Notary Public of New Jersey

* * * * *

The Municipal Clerk shall set forth the reason for the absence of signature of any members of the Governing Body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, Post Office Box 803, Trenton, New Jersey 08625.

RESOLUTION

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

**Resolution #255-26
Date: July 20, 2026**

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

CORRECTIVE ACTION PLAN 2025 AUDIT

WHEREAS, the 2025 Annual Audit Report was delivered on June 24, 2026, and regulations promulgated by the Local Fiscal Affairs Law, N.J.S.A. 40A:5 requires that the Chief Financial Officer prepare a Corrective Action Plan covering all findings and recommendations in the audit report; and

WHEREAS, N.J.S.A. 40A:5 further requires approval of the Corrective Action Plan within 60 days of audit receipt by the Township Council;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah that the Corrective Action Plan for the 2025 Annual Audit Report prepared by the Township Chief Financial Officer and attached hereto as "Appendix A" be approved.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 20th day of July, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

**NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
CORRECTIVE ACTION PLAN**

<u>MUNICIPALITY</u>	<u>COUNTY</u>	DATE AUDIT <u>RECEIVED</u>
Township of Mahwah	Bergen	June 24th, 2026

GENERAL FINDING #1

Finding/Condition:

The Payroll and Section 125 bank accounts were not reconciled with the Townships financial records. In addition, available balances in these accounts ended in deficit positions.

Recommendation:

A review of payroll and self-insurance accounts be undertaken to ensure the accounts are properly reconciled and funded.

Explanation and Corrective Action Plan:

An employee expended more of the FSA account then what they paid into it prior to leaving employment. Further additional payrolls were not transferred when adjustments existed.

Finance will check the FSA expenditures upon termination of employment prior to paying the final check to recoup funds as needed. Additional payrolls will also have their own transfer sheets to assure transfers are being done for all adjustments.

Implementation Date:

January 1st, 2026.

GENERAL FINDING #2

Finding/Condition:

Numerous interfund balances exist between Township funds.

Recommendation:

Interfund balances be liquidated.

Explanation and Corrective Action Plan:

The CFO cleared the interfunds that were known to be valid at the end of year.

Interfunds will be reconciled and cleared monthly.

Implementation Date:

January 1, 2026.

GENERAL FINDING #3

Finding/Condition:

Purchase orders were not created until the goods or services were rendered or an invoice was received by the vendor.

Recommendation:

Purchase orders be created prior to the purchase of goods or services.

Explanation and Corrective Action Plan:

Requests were not made to purchase items until after the purchase was made.

The CFO and Administrator will have meetings with department heads regarding purchasing laws. In instances where blankets can be created, they will be.

Implementation Date:

January 1, 2025.

GENERAL FINDING #4

Finding/Condition:

An appropriation reserve balance in the Affordable Housing Utility was over-expended and a capital expense was made with no ordinance appropriation.

Recommendation:

Procedures be reviewed and enhanced to ensure that sufficient resources are available prior to the expenditure of funds.

Explanation and Corrective Action Plan:

Prior year bills were paid beyond March 31st, and therefore a transfer of appropriation could not be done. Further, a audit entry in prior years was not reflected in the GL to change the balance of the improvement account and therefore it was overstated and charged with funds not available.

Audit entries will be made to assure balances are reflected accordingly and utility bills will be projected and encumbered prior to year end assuring enough funds are available if needed.

Implementation Date:

January 1, 2026.

GENERAL FINDING #5

Finding/Condition:

The General Ledger was not updated to report the monthly billings and adjustments.

Recommendation:

Reconciliations with the water/sewer utility billings be made monthly and in agreement with the Township's General Ledger.

Explanation and Corrective Action Plan:

The CFO updated the Ledger annually utilizing the billing reports from the utility software system.

The CFO will utilize the reports on a monthly basis and make adjustments to the Ledger monthly.

Implementation Date:

January 1, 2026.

GENERAL FINDING #6

Finding/Condition:

The Township did not have dedication by riders for the accumulated leave reserve, UCC Fees, or community donation.

Recommendation:

The township should approved dedication by riders for the various trust funds reserves.

Explanation and Corrective Action Plan:

The various reserves have existed prior to the current CFO, and it was not known a proper dedication by rider was not done.

The CFO will have Dedication by Riders approved and submitted to the State of NJ for the trusts to be established.

Implementation Date:

August, 2026.

RESOLUTION

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

**RESOLUTION #256-26
DATE: JULY 20, 2026**

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

BE IT RESOLVED by the Township Council of the Township of Mahwah, Cody Mann, of 24 Oak Road, Mahwah, NJ 07430 is hereby appointed as a Firefighter of the Mahwah Fire Department Fire Company #5.

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

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 20th day of July, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

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

**RESOLUTION #257-26
DATE: JULY 20, 2026**

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

BE IT RESOLVED by the Township Council of the Township of Mahwah, Simone Melnyk, of 37 Niagara Drive, Mahwah, NJ 07430 is hereby appointed as a Firefighter of the Mahwah Fire Department Fire Company #1.

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

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 20th day of July, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

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

**RESOLUTION #258-26
DATE: JULY 20, 2026**

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

WHEREAS, Yasmin Genao and Sotero Genao, owners of the property located at 8 King Street, Mahwah, New Jersey 07430 (Block 92, Lot 1), have requested permission from the Township Council to replace an existing chain link fence with a six-foot vinyl fence within the municipal drainage easement on their property; and

WHEREAS, the Township Engineer and Township Sewer Superintendent have reviewed the request and advised that they have no objections, subject to certain conditions; and

WHEREAS, in 2025, the Genao's had entered into a License Agreement with the Township to authorize construction of a two-foot-tall retaining wall within the same municipal easement; and

WHEREAS, the Township Attorney has reviewed the original License Agreement and prepared the attached amendment to include the fence, with all of the same terms and conditions applying; and

WHEREAS, the Township Council has reviewed the recommendations of the Township Engineer, Township Sewer Superintendent, and Township Attorney and desires to approve the request.

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

1. The Township Council consents to the request of Yasmin Genao and Sotero Genao for permission to install a six-foot vinyl fence within the municipal drainage easement located on their property at 8 King Street, Mahwah, New Jersey 07430 (Block 92, Lot 1), conditioned upon the parties entering into the attached Amendment to License Agreement to be recorded with the Bergen County Clerk's Office at the property owners' expense.
2. This resolution shall take effect immediately.

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 20th day of July, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

AMENDMENT TO LICENSE AGREEMENT

THIS AMENDMENT TO LICENSE AGREEMENT is made on _____,
2026 by and between:

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

("Licensor" or "Township")

and:

YASMIN GENAO & SOTERO GENAO
8 King Street
Mahwah, New Jersey 07430

("Licensees" or "Owners")

WITNESSETH:

WHEREAS, Yasmin Genao & Sotero Genao are the Owners of property located at 8 King Street, Mahwah, New Jersey, designated as Block 92, Lot 1 on the Township of Mahwah Tax Maps (the "Property") and as further depicted in the Survey dated November 17, 2021, attached hereto as Exhibit A; and

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

WHEREAS, on July 7, 2025, the Township Council approved Resolution #272-25, granting permission to Owners to build a two-foot-tall retaining wall within the Township Easement, conditioned upon Owners entering into a license agreement ("2025 Agreement"); and

WHEREAS, Owners did enter into a 2025 Agreement, attached hereto, which was recorded with the Bergen County Clerk's Office on August 20, 2025; and

WHEREAS, Owners have now requested to replace a chain-link fence within the Township Easement with a six-foot vinyl fence, as depicted in Exhibit A; and

WHEREAS, the Township desires to amend the 2025 Agreement to grant to Owners the license over the Township Easement for the fence, subject to the same terms and conditions as apply to the retaining wall.

NOW, THEREFORE, IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00) and the mutual undertakings herein, the Township hereby amends the 2025 Agreement to give, grant and convey to Owners a license for the purpose of permitting access and use of a portion of the Township Easement as further described in Exhibit A, attached hereto, and for the purposes as hereinafter set forth.

1. Licensees request permission to replace an existing chain link fence with a six-foot vinyl fence within the Township Easement on the Property. The maximum permitted height of said fence shall be six feet.

2. All other terms and conditions set forth in the 2025 Agreement regarding the retaining wall shall apply equally to the six-foot vinyl fence.

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

WITNESS/ATTEST:

TOWNSHIP OF MAHWAH/LICENSOR

Carolyn George, RMC
Municipal Clerk

By: _____
James J. Wysocki
Mayor

WITNESS/ATTEST:

LICENSEE

By: _____

WITNESS/ATTEST:

LICENSEE

By: _____

[ACKNOWLEDGMENTS ON FOLLOWING PAGES]

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

I CERTIFY that on _____, 2026 CAROLYN GEORGE personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the MUNICIPAL CLERK of the TOWNSHIP OF MAHWAH, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is JAMES WYSOCKI, the MAYOR of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Council; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to
before me this ____ day
of _____, 2026.

Carolyn George, RMC
Municipal Clerk

(Notary sign, seal, stamp)

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

I CERTIFY that on _____, 2026, _____
personally came before me and acknowledged under oath, to my satisfaction:

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

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

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

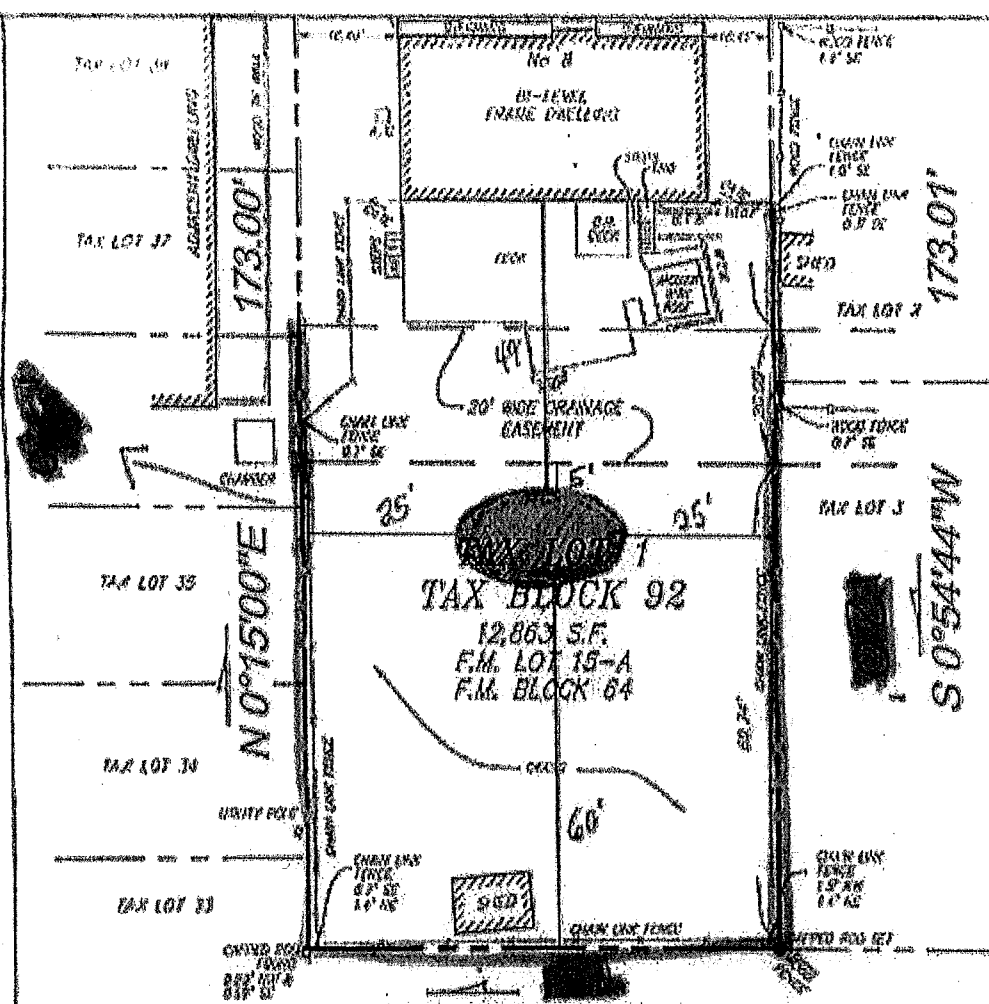
I CERTIFY that on _____, 2026, _____
personally came before me and acknowledged under oath, to my satisfaction:

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

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

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

IN TURNPIKE
M CENTERLINE)



TAX BLOCK 92
12,863 S.F.
F.M. LOT 15-A
F.M. BLOCK 64

N 89°45'00"W 73.35'

NOTE: PROPERTY CHAINERS SEE

LOCATION SURVEY OF PROPERTY OF
TERRY S. GORDON AND SHERO J. GORDON, WIFE AND HUSBAND
TOWNSHIP OF MAHAN, BORDEN COUNTY, N.J.

CERTIFIED TO:
TERRY S. GORDON AND SHERO J. GORDON, WIFE AND HUSBAND

Tax Lot 1 Block 92

SCALE: 1" = 20'	DATE: 11/12/2011
TAX MAP LOT: 1	TAX MAP BLOCK: 92
FILE MAP LOT: 15-A	FILE MAP BLOCK: 64
MAP REFERENCE: ACCORDING TO THE RECORDS OF LOT 15-A IN BLOCK 64 OF A MAP ENTITLED "BORDEN SUBDIVISION CHARTERED FROM ASSOCIATED LOTS 15-20 & F.M. BLOCK 64, TOWNSHIP OF MAHAN, BORDEN COUNTY, NEW JERSEY" FILED IN THE BORDEN COUNTY CLERK'S OFFICE AUGUST 6, 1972 BY MAP NO. 1572. BEING ALSO REFERRED TO AS LOT 1 IN BLOCK 22 OF THE TAX MAP OF THE TOWNSHIP OF MAHAN.	
Job No. 71-382	Referred to:

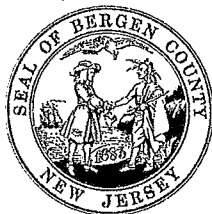
MANNO SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS & PLANNERS
643 POST AVE. LYNDHURST, N.J. 07071
TEL. (201) 438-7454 FAX (201) 400-0132
EMAIL: VEEVE@420CAVAL.COM

Vincent Manno, Professional Land Surveyor
Lic. No. 61080208400
Anthony J. Manno, Planner 1501-0111

CERTIFICATE OF AUTHORIZATION NO. 210428161350

scale 1-30

Bergen County Clerk
One Bergen County Plaza
Hackensack, NJ 07601
(201) 336-7000
www.bergencountyclerk.org/



RECORDED DATE: 08/20/2025

Transaction #: 2099798
Document Page Count: 8
Operator Id: DS

BOONTON, NJ 07005

SECONDARY NAME

GENAO YASMIN

ADDITIONAL SECONDARY NAMES

GENAO SOTERO

RECORDING FEE	\$8.00
HOMELESSNESS TRUST FUND	\$3.00
HOMELESS CODE BLUE	\$2.00

I hereby CERTIFY that this document is recorded
in the Clerk's Office in Bergen County, New
Jersey.




John S. Hogan
Bergen County Clerk

Recording Fees: \$13.00
 Realty Transfer Tax Fees: \$0.00
 Consideration: \$

Total: \$13.00

Page 1 of 8

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

Bergen County Recording Data Page
Honorable John S. Hogan
Bergen County Clerk



Official Use Only - Barcode

Official Use Only - Realty Transfer Fee

Date of Document:

07/21/2025

Type of Document:

License Agreement

First Party Name:

Township of Mahwah

Second Party Name:

Yasmin Genao

Additional Parties:

Sotero Genao

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Block:

92

Lot:

1

Municipality:

Mahwah

Consideration:

\$1.00

Mailing Address of Grantee:

475 Corporate Drive, Mahwah, NJ

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGE INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

Original Book:

Original Page:

BERGEN COUNTY RECORDING DATA PAGE

Please do not detach this page from the original document as it
contains important recording information and is part of the permanent record.

LICENSE AGREEMENT

THIS AGREEMENT is made on July 21, 2025 by and between:

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

("Licensor" or "Township")

and:

YASMIN GENAO & SOTERO GENAO
8 King Street
Mahwah, New Jersey 07430

("Licensees" or "Owners")

WITNESSETH:

WHEREAS, Yasmin Genao & Sotero Genao are the Owners of property located at 8 King Street, Mahwah, New Jersey, designated as Block 92, Lot 1 on the Township of Mahwah Tax Maps (the "Property") and as further depicted in the Survey dated November 17, 2021, attached hereto as Exhibit A; and

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

WHEREAS, Owners desire to build a two-foot (2') retaining wall to grade and level the backyard, and to prevent soil and debris from washing in from neighboring property during rainfall or irrigation; and

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

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

1. Licensees request permission for a two-foot (2') retaining wall within the Township Easement to remain on the Property. The maximum permitted height of said retaining

wall shall be two feet. Licensees shall not erect, place, plant, permit or allow growth or obstructions that would interfere with the use of the Township Easement or impair Licensor's ability to access same for the purposes stated herein, its intended purposes, or prohibit access by Licensor.

2. Licensees shall be responsible for the maintenance of the retaining wall placed in the portion of the Township Easement that is the subject of this Agreement. However, the granting of this license does not prejudice or preclude the Township's right to enter upon the Township's Easement for any reason whatsoever, including to maintain, construct, operate, repair, replace or remove said sanitary sewer and facilities and appurtenances thereto. Licensor shall provide Licensees with forty-eight (48) hours advance written notice prior to entering upon the Property, except in the case of an emergency.

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

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

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

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

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

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

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

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

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

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

WITNESS/ATTEST:

Carolyn George
Carolyn George, RMC
Municipal Clerk

TOWNSHIP OF MAHWAH/LICENSOR

By: [Signature]
James Wysocki
Mayor

WITNESS/ATTEST:

Carolyn George
Carolyn George

LICENSEE

By: [Signature]
Yasmin Genao

WITNESS/ATTEST:

Carolyn George
Carolyn George

LICENSEE

By: [Signature]
Sotero Genao

[ACKNOWLEDGMENTS ON FOLLOWING PAGES]

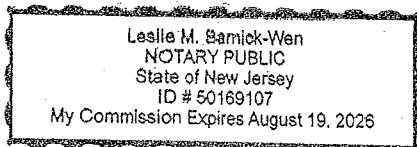
STATE OF NEW JERSEY:
: SS:
COUNTY OF BERGEN:

I CERTIFY that on July 21, 2025 CAROLYN GEORGE personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the DEPUTY CLERK of the TOWNSHIP OF MAHWAH, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is JAMES WYSOCKI, the MAYOR of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Council; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to
before me this 21st day
of July, 2025.

Carolyn George
Carolyn George, RMC
Municipal Clerk

Leslie M. Barnick-Wen
(Notary sign, seal, stamp)



STATE OF NEW JERSEY }
COUNTY OF BERGEN: }

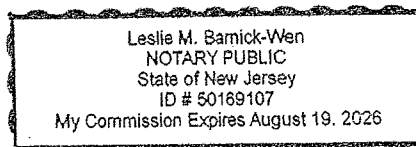
SS.: }

I CERTIFY that on July 21, 2025, Yasmin Genzo personally came before me and acknowledged under oath, to my satisfaction:

(A) that he/she is the owner of Property located at 8 King Street, Mahwah, New Jersey 07430;

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

Leslie M. Barnick-Wen



STATE OF NEW JERSEY

}
}

SS.:

COUNTY OF BERGEN:

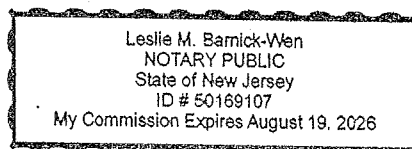
}

I CERTIFY that on July 21, 2025, Sotero Genao
personally came before me and acknowledged under oath, to my satisfaction:

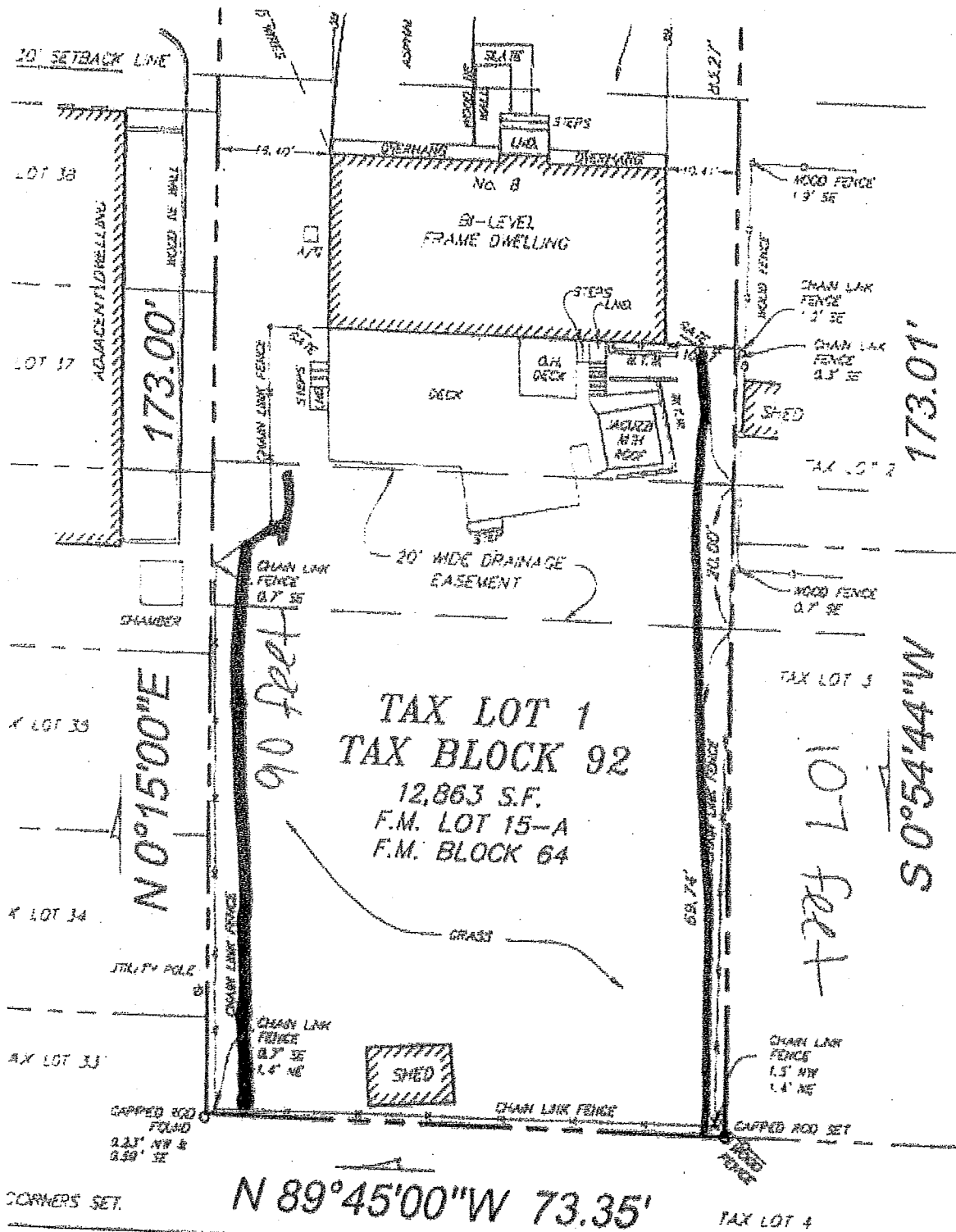
(A) that he/she is the owner of Property located at 8 King Street
Mahwah, New Jersey 07430;

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

Leslie M. Barnick-Wen



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



N 89°45'00"W 73.35'

LOCATION SURVEY OF PROPERTY OF
TASHAN S. GENAO AND SOTERO J. GENAO, WIFE AND HUSBAND
TOWNSHIP OF MANHAWK, BERGEN COUNTY, N.J.

AND SOTERO J. GENAO, WIFE AND HUSBAND

MANNO SURVEYING, II
PROFESSIONAL LAND SURVEYORS & PLANNERS
643 POST AVE. LYNDHURST, N.J. 070
TEL (201) 438-7454 FAX (201) 480-01
EMAIL: VLEVEL42@GMAIL.COM

1" = 20'	DATE: 11/17/2021
TAX MAP BLOCK: 92	
FILE MAP BLOCK: 44	
CE:	

AS DESIGNATED ON LOT 15-A IN BLOCK 84 ON A MAP SUBMITTED TO THE BOARD OF TAXATION

V. T. Manno

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #259-26
DATE: July 20, 2026

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

WHEREAS, the Township of Mahwah is the owner of certain property located within the Township of Mahwah, Bergen County, New Jersey, designated on the official tax map of the Township of Mahwah as Block 70, Lot 40; and

WHEREAS, the Township of Mahwah and Beverly Hills Hand Carwash & Detailing entered into a Commercial Lease Agreement dated August 1, 2025, pursuant to Resolution #281-25, adopted July 21, 2025, for the lease of the property described as 110 Cedar Hill Ave #A; and

WHEREAS, Section 2.1 of the Lease grants both parties the option to renew the Lease for one additional one-year term, subject to the mutual consent of the parties; and

WHEREAS, both parties have exercised the option to renew in accordance with Section 2.1 of the Lease; and

WHEREAS, the parties desire to extend the Lease for one additional year, commencing August 1, 2026 and terminating July 31, 2027, at a monthly rent of \$4,250.00, and to memorialize said extension by way of a Lease Extension Addendum, attached hereto and made a part hereof this Resolution;

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

1. The Mayor and Township Clerk are hereby authorized to enter into a Lease Extension Addendum between the Township of Mahwah and Beverly Hills Hand Carwash & Detailing for the lease of 110 Cedar Hill Ave #A, which is attached hereto and made a part hereof this Resolution.

2. A copy of this Resolution shall be provided to the Township Chief Financial Officer and to Beverly Hills Hand Carwash & Detailing, for their information and guidance.

This Resolution shall take effect immediately.

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 20th day of July, 2026.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

LEASE EXTENSION ADDENDUM

This Lease Extension Addendum ("Addendum") is made and entered into as of this ____ day of ____ 2026, by and between the Township of Mahwah, a municipal corporation with its principal office located at 475 Corporate Drive, Mahwah, New Jersey 07430 ("Landlord"), and Beverly Hills Hand Carwash & Detailing, a business entity with its principal place of business at 110 Cedar Hill Ave #A, Mahwah, New Jersey 07430 ("Tenant").

RECITALS

The parties entered into a Commercial Lease Agreement dated August 1, 2025 (the "Lease") for the premises located at 110 Cedar Hill Ave #A, Mahwah, New Jersey 07430. Section 2.1 of the Lease provides an option to renew for one additional one-year term. Both parties have exercised that option in accordance with Section 2.1.

AGREEMENT

1. Extended Term

The Lease term is hereby extended for one additional year, commencing August 1, 2026, and terminating July 31, 2027.

2. Rent

Monthly rent during the extended term shall be \$4,250.00, payable in advance on the first day of each month in accordance with Section 3 of the Lease.

3. Insurance

As a condition of commencement of the extended term, Tenant shall provide Landlord with a current Certificate of Insurance no later than July 25, 2026, evidencing coverage in the amounts required by Section 11 of the Lease and naming the Township of Mahwah as an additional insured for the duration of the extended term. Failure to provide such certificate by that date shall constitute a default under the Lease.

4. No Default Representation

Tenant represents and warrants that, as of the date of this Addendum, Tenant is not in default of any obligation under the Lease and that all rent due through the date hereof has been paid in full.

5. Holdover

Notwithstanding Section 12 of the Lease, the good faith negotiation carve-out set forth therein shall not apply after July 31, 2027. In the event Tenant remains in possession of the Premises after July 31, 2027 without a fully executed lease or lease extension in place, Tenant shall be deemed a holdover tenant and shall pay rent at 200% of the monthly rent in effect as of the date of expiration, with no exception for ongoing negotiations

6. All Other Terms

Except as modified herein, all terms and conditions of the Lease remain in full force and effect during the extended term.

7. Counterparts

This addendum may be executed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Landlord:

Township of Mahwah

By: _____

Name: _____

Title: _____

Date: _____

Tenant:

By: _____

Name: Barbara Rosenberg

Title: _____

Date: _____

Tenant Co-signer:

By: _____

Name: Hector Mota

Title: _____

Date: _____