

**TOWNSHIP OF MAHWAH
COMBINED WORK SESSION AND PUBLIC MEETING AGENDA
THURSDAY, APRIL 25, 2019**

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

6:00PM

COUNCIL PRESIDENT'S STATEMENT

SALUTE TO THE FLAG

**MOMENT OF SILENCE FOR VETERANS AND THOSE SERVING IN THE
MILITARY**

ROLL CALL: ____ Ariemma; ____ Ervin; ____ Ferguson; ____ May; ____ Paz;
____ Wong; ____ Wysocki

CLOSED SESSION

Elected Officials Training

***PRESENTATION:** Stigma Free

WORK SESSION

SUBMISSION OF BILLS AND CLAIMS

ENGINEERING

- 1a. Ridge Road and Board of Education & Center For Food Action Driveway Improvements;
Ridge Road; Discussion
- 1b. NorthWest Bergen Sewer Authority; Smoke Test Results
- 1c. Verbal Status Report

LEGAL

- 2a. Draft Ordinances
 - 1. Amendment; Section 2-13.6 "Recreation Committee" of the Code of the Township
Number of Members on Committee and Terms
 - 2. Amendment; Section 2-2.14 "Committees" of the Code of the Township
Township Council; Sub-Committees

ADMINISTRATION

- 3a. Acceptance; Bergen County Open Space Grant; Artificial Turf
- * 3b. ~~Approval; Lease of Fire Company #3 Property~~ Removed
- * 3c. ~~Authorization; Solid Waste Study~~ Removed
- * 3d. ~~Authorization to Auction Mail Machine on GovDeals.com~~ Removed
- 3e. Pay To Play Compliance
 - 1. Dakatronics
 - 2. Kustom Signals
 - 3. Swaggit
- 3f. Sale of Municipal Property; Block 5, Lot 23
- * 3g. ~~CDBG; Stag Hill Road~~ Removed

*** TOWNSHIP COUNCIL and MUNICIPAL CLERK**

- 4a. Liquor License; Person-to-Person Transfer; Remington Inc to Mahwah Fine Dining LLC

PUBLIC PORTION

- Each Speaker shall be limited to 3 minutes
- Prior to speaking, each Speaker shall provide their Name and Address
- Mahwah Residents shall speak first
- This Public Portion is limited to subjects on this Agenda
- This Public Portion shall be a maximum of 30 minutes
- Second Public Portion shall be held towards the end of this Meeting



PUBLIC MEETING

APPROVAL OF BILLS AND CLAIMS

APPROVAL OF MEETING MINUTES

Combined Work Session and Public Meeting of February 8, 2018

Budget Meeting Minutes of March 10, 2018

Closed Session Meeting Minutes of February 8, 2018

Closed Session Meeting Minutes of February 21, 2019

REPORTS OF TOWNSHIP COUNCIL and MUNICIPAL CLERK

TOWNSHIP COUNCIL; COMMENTS, COMMUNICATIONS AND REPORTS OF SUBCOMMITTEES

REPORTS OF MAYOR and BUSINESS ADMINISTRATOR

ORDINANCES – INTRODUCTIONS

- #1859 An Ordinance Amending Section 2-13.6 of the Code of the Township of Mahwah
Entitled "Recreation Committee"
- #1860 An Ordinance Amending Section 2-2.14 of the Code of the Township of Mahwah
- Committees

ORDINANCE – PUBLIC HEARING

- #1857 Calendar Year 2019: Ordinance o Exceed the Municipal Budget Appropriation
Limits and to Establish a CAP Bank (NJSA 40A:4-45.14)

PUBLIC PORTION

- Each Speaker shall be limited to 3 minutes
- Prior to speaking, each Speaker shall provide their Name and Address
- Mahwah Residents shall speak first
- In this Public Portion, Speakers may speak about any subject
- This Public Portion shall be a maximum of 30 minutes

CONSENT AGENDA There will be no separate discussions of these items. If any discussion is desired by Council, that particular item will be removed from the Consent Agenda.

#162-19 Acceptance; Bergen County Open Space Grant; Artificial Turf

CONSENT AGENDA (Continued)

- * #163-19 ~~Approval; Lease of Fire Company #3 Property~~ **Removed**
- * #164-19 ~~Authorization; Solid Waste Study~~ **Removed**
- * #165-19 ~~Authorization to Auction Mail Machine on GovDeals.com~~ **Removed**
- #166-19 Pay To Play Compliance; Dakatronics
- #167-19 Pay To Play Compliance; Kustom Signals
- #168-19 Pay To Play Compliance; Swaggit
- * #169-19 ~~CDBG; Stag Hill Road~~ **Removed**

OLD BUSINESS

1. 75th Anniversary of the Township
2. Natural Gas Auction; Spring 2019
3. Parking Lot; Ramapo Reservation

NEW BUSINESS

CLOSED SESSION

- C1. Contract Negotiation; Police Chief Contract
- C2. Personnel; Sick Leave Extension

*C3. **Update; Litigation**

RESOLUTIONS

- #170-19 Authorization for Mayor and Municipal Clerk to Execute Contract Between the Township and Police Chief Stephen Jaffe
- #171-19 Sick Leave Extension; Police Officer
- * #172-19 **Liquor License; Person-to-Person Transfer; Remington Inc to Mahwah Fine Dining LLC**

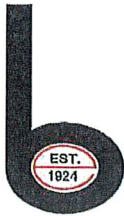
UPCOMING EVENTS

Date	Time	Event
April, 2019		
April 27, 2019		Town-Wide Garage Sale
May, 2019		
May 9, 2019	12 Noon	Senior Club Meeting
	7:00PM	Township Council Combined Work Session and Public Meeting
May 15, 2019	10:00AM	Senior Advisory Board Meeting
May 16, 2019	12 Noon	Senior Luncheon
May 23, 2019	12 Noon	Senior Club Meeting
	7:00PM	Township Council Combined Work Session and Public Meeting
May 25, 2019	10:00AM	29 th Annual Fishing Contest; Silver Creek Pond
May 27, 2019		Municipal Offices Closed; Memorial Day
	10:00AM	Memorial Day Parade

ADJOURNMENT

THIS AGENDA IS SUBJECT TO CHANGE.

1a



BOSWELL ENGINEERING

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS

330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

August 10, 2018

Mr. Kyle J. Bleeker
School Business Administrator / Board Secretary
Mahwah Township Public Schools
60 Ridge Road
Mahwah, New Jersey 07430

Re: Ridge Road and Joyce Kilmer Driveway
Traffic Signal Improvement
Township of Mahwah
Bergen County, New Jersey
Our File No. PR-18-8696

Dear Mr. Bleeker:

In accordance with the request of the Board of Education, Boswell Engineering (Boswell) is pleased to submit this proposal for the installation of an actuated traffic signal at the above referenced intersection. We performed several site visits of the Ridge Road and Joyce Kilmer / Mahwah High School driveway, discussed the scope with several Board of Education members, the High School Principal and the Chief of Police. We fully understand the extent of the problems associated with the dual driveways and the scope of services needed. The review team felt a traffic signal installation would be the solution of the problems identified.

The new traffic signal is anticipated to be bid based on an accelerated design schedule. It will be installed to permit the safe and efficient use of the two-way driveway leading to the Joyce Kilmer facility and result in the closure of the existing exit driveway from the high school parking lot. This signal would be placed sufficiently behind the existing curblines to accommodate the proposed widening of the east side of Ridge Road at the Joyce Kilmer driveway for the purpose of installing a separate northbound left turn lane at that location in the future, as additional monies are appropriated. The design scheme will be in accordance with the sketch attached to this proposal and could be constructed in phases once the signal is installed and made operational. Temporary barricades will be placed across the high school parking lot exit driveway at the time the traffic signal is installed to redirect the high school parking lot to exit onto the newly signalized Joyce Kilmer driveway. The parking lot area could eventually be expanded southerly to include the existing exit driveway as part of a future project. No curb replacement, other than at curb ramps at the intersection, and no drainage work are anticipated at this time.

Based on our field observations, we suggest an actuated traffic signal with motion cameras for the northbound left turns into the driveway and for the driveway approach to the intersection, and

pedestrian signals across the driveway approach to prevent conflicts with the northbound left turn phase. The ideal controller cabinet location appears to be in the southwest quadrant. Power is accessible from a nearby pole, and there does not appear to be any underground conflicting utilities or drainage pipes in the area.

Boswell has designed numerous traffic signals throughout Bergen County and is thoroughly familiar with all New Jersey Department of Transportation (NJDOT) requirements and the *Manual on Uniform Traffic Control Devices (MUTCD)* details and standards regarding the design of traffic signals.

The curb ramps at the two (2) westerly quadrants will be placed in compliance with the Americans with Disabilities Act (ADA) standards. Pedestrian signal pushbutton locations and mounting height will also meet ADA requirements.

SCOPE OF SERVICES

Boswell will provide the professional resources necessary to prepare plans and specifications for the traffic signal installation at the intersection of Ridge Road and the Joyce Kilmer driveway.

The work included as a part of the proposed installation shall include:

I. Review of Plans and Studies

Obtain and review all existing plans, studies, documents and other pertinent information.

II. Base Mapping

An accurate base map was previously prepared for the Mahwah Board of Education by Moncrief Land Surveying, PC in 2004. It can be used as the basis of the construction documents and be supplemented with field verification of the physical features and utility information. The traffic signal design, ADA ramps and intersection striping and signing will be prepared on this base map provided by the Board of Education. The base mapping includes all topographic features, drainage facilities, utilities, etc., and it will be prepared in AutoCAD.

III. Drainage Analysis - Not anticipated for this project

IV. Geotechnical Engineering - Not anticipated for this project

V. Utility Engineering

Boswell will determine the location (horizontal and vertical) and size of all utility facilities within the project limits. All existing utilities will be shown as part of the contract drawings.

VI. Right-of-Way Documents



Establish the existing right-of-way and property lines using previously prepared mapping. **No property takings are anticipated for this project.**

VII. Permits

Obtain all necessary approvals from all agencies having jurisdiction, Bergen County Soil Conservation Service, etc.

VIII. Construction Contract Documents

Prepare final plans and specifications based upon the design criteria.

IX. Bidding Process & Award of Contract

Assist the Board of Education in answering bidders' questions, reviewing bids, and make recommendation for the award of the contract.

X. Working Drawings

Review and check all working drawings and shop drawings submitted by the Contractor in accordance with the Contract Documents.

XI. Consultation and Site Visits During Construction

Provide consultation and three (3) periodic site visits during construction to respond to contractor questions and to address construction related issues. A separate part-time inspection proposal can be submitted to the Board of Education, if requested.

XIII. Review Contractor's Payments - Not anticipated for this project

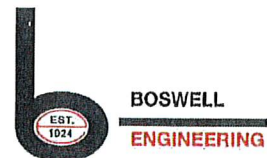
XIV. Final Inspection

Perform a final inspection at the completion of the project and file a report with the Board of Education. Prepare final as-built signal plans and certify the operation of the traffic signal to the Township of Mahwah and the Board of Education.

Design Criteria

All work performed shall conform to the following standards and specifications:

- A. *Standard Specifications for Roadways - AASHTO*, latest edition.



- B. *NJDOT Design Manual Roadways* latest edition.
- C. *NJDOT Standard Specifications for Road and Bridge Construction*, latest edition.
- D. *MUTCD, USDOT FHWA*, latest edition as amended.
- E. Any and all other standards of any agency having jurisdiction on this project.
- F. Plans shall be prepared in accordance with standard engineering practices and shall include:
 - 1. Title Sheet, Key Map, Index of Sheets, etc.
 - 2. Estimate and Distribution of Quantities
 - 3. Construction Plan (1"=20')
 - 4. Maintenance and Protection of Traffic and Stage Construction Plan
 - 5. Traffic Signal, Signing & Striping Plan (maximum 1"=20')
 - 6. Construction Details

FEE PROPOSAL

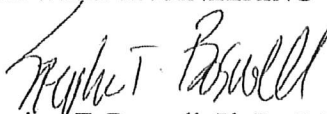
Boswell will perform the traffic signal design and signal timing schedule services outlined in this proposal for a lump sum fee of \$12,000, excluding part time inspection. If additional physical changes are requested to the internal curbing and parking lot layout and design, this work can be added to the construction plans for an additional fee of \$4,000.00

Boswell will provide construction contract documents 30 days after the Notice to Proceed. Additional work, above and beyond what is outlined in the proposal, will be performed as authorized by the Board of Education.

Thank you for the opportunity to submit this proposal. We look forward to providing the Board of Education with our engineering services and to the successful completion of this project. Should you have any questions or require additional information, please do not hesitate to contact Christopher J. Nash, P.E., or me.

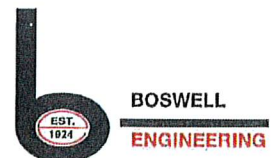
Very truly yours,

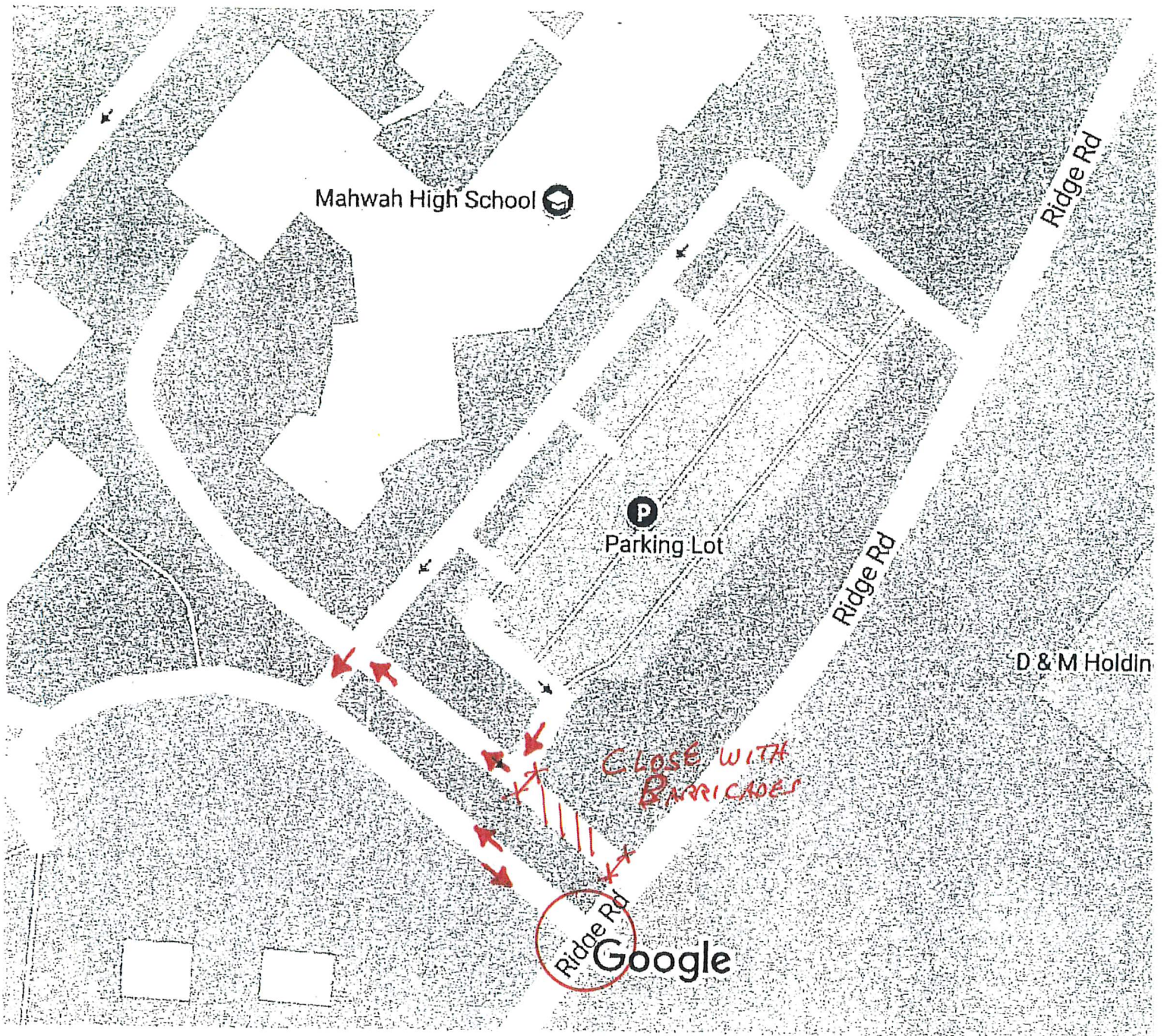
BOSWELL ENGINEERING



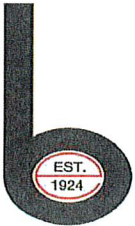
Stephen T. Boswell, Ph.D., P.E., SECB, LSRP

STB/CJN





PROPOSED TRAFFIC SIGNAL
AT JOYCE KILMER DRIVEWAY
FOR MAHWAH HIGH SCHOOL



BOSWELL ENGINEERING

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS

330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

April 16, 2019

Ms. Kathrine G. Coviello
Township Clerk
Township of Mahwah
475 Corporate Drive
Mahwah, New Jersey 07430

Re: Ridge Road and Joyce Kilmer BOE/High School Driveway
Traffic Signal Improvement
Follow Up on Items
Township of Mahwah
Bergen County, New Jersey
Our File No. MA-1758

Dear Ms. Coviello:

At the November 29, 2018 Township of Mahwah Council Meeting we reviewed our August 10, 2018 proposal, see copy attached, with the Mayor and Township Council. At that meeting the Council asked that we follow up on a few items with the Board of Education and the Township's Police Department. Since that meeting, we have had a follow up meeting with the Board of Education and Township Police Department. To assist in discussing this matter further, please find the attached exhibit which depicts the recommended improvements.

We respectfully request that this item be placed on the Township Council Meeting Agenda for the April 25, 2019 Council Meeting, for discussion.

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

Very truly yours,

BOSWELL ENGINEERING

Michael J. Kelly, P.E.
Township Engineer Representative

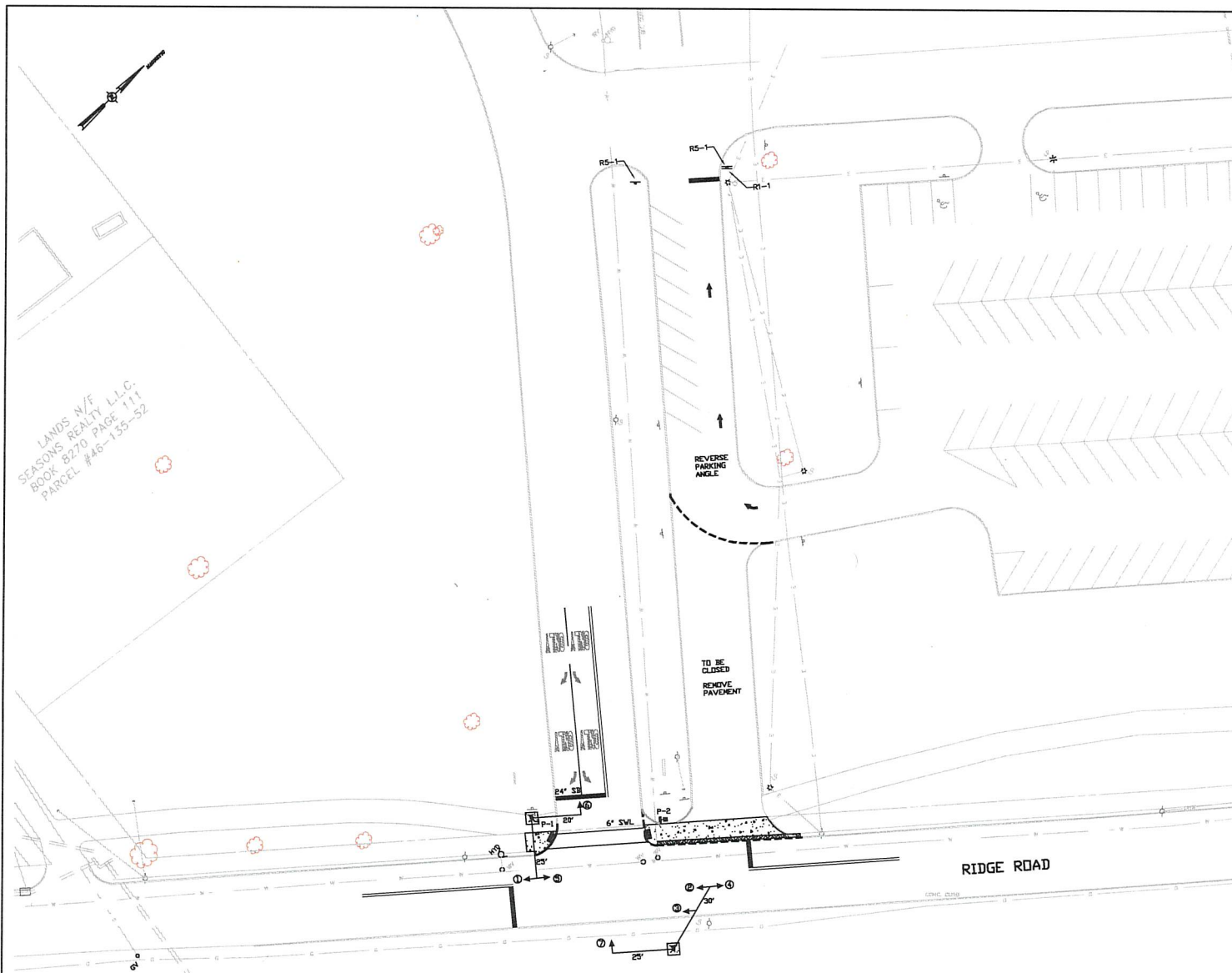
MJK/jg

Attachments

cc: Mayor John F. Roth
Mahwah Township Council
Quentin Wiest, Township Business Administrator
Steven Jaffe, Mahwah Chief of Police
John Pascale, Mahwah High School Principal
Kyle J. Bleeker, School Business Administrator

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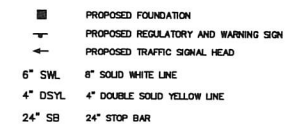
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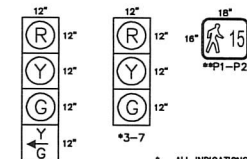
SIGN LEGEND



LEGEND



SIGNAL LEGEND



* ALL INDICATIONS TO BE LED.
 ** PEDESTRIAN INDICATION TO BE LED AND INCLUDE A COUNTDOWN TIMER

GRAPHIC SCALE



NO.	DATE	DESCRIPTION	SURVEYED BY	DRAWN BY	DESIGNED BY	CHECKED BY

Boswell ENGINEERING
 ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS
 330 PHILLIPS AVENUE, SOUTH HACKENSACK, N.J. 07606
 TEL: (201) 641-0770 • FAX: (201) 641-1831
 N.J. CERTIFICATE OF AUTHORIZATION NO. 240A27958000

STEPHEN T. BOSWELL

PROFESSIONAL ENGINEER N.J. LIC. 34680

CHRISTOPHER J. NASH

PROFESSIONAL ENGINEER N.J. LIC. 31605

PROPOSED TRAFFIC SIGNAL RIDGE ROAD MAHWAH HIGH SCHOOL			
PROPOSED TRAFFIC SIGNAL			
TOWNSHIP OF MAHWAH			
BERGEN COUNTY		NEW JERSEY	
SURVEYED BY: N/A	DESIGNED BY: DGA	SCALE: 1"=20'	JOB NO. MA-1758
DRAWN BY: RAS	CHECKED BY: DGA	DATE: 04/22/2019	
CADD FILE: MA-1758 TSP			SHEET 1 of 1

DRAFT

2a1

TOWNSHIP OF MAHWAH
ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2-13.6 OF THE CODE OF THE TOWNSHIP OF MAHWAH ENTITLED "RECREATION COMMITTEE"

WHEREAS, the Township Code of the Township of Mahwah Section 2-13.6 establishes a Recreation Committee; and,

WHEREAS, the Township Council wants to provide for the input of a greater number of persons on the Committee,

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Mahwah that:

Section 1. Section 2-13.6 of the Code of the Township of Mahwah is amended in its entirety to read as follows:

2-13.6 Recreation Committee

There shall be a Recreation Committee consisting of fifteen (15) regular members and eight (8) alternate members appointed by the Mayor with recommendations from the Recreation Director and consent of the Council. All appointments to the Committee will be for four (4) years commencing on the first day of January. The terms of the Committee members shall be staggered so that eight (8) regular appointments and four (4) alternate appointments are made one (1) year, and seven (7) regular appointments and four (4) alternate appointments are made two (2) years later. In the event a vacancy occurs during a normal term, an appointment may be made by the Mayor, with a recommendation from the Recreation Director, and with the consent of Council, to complete the unexpired term. The Committee shall advise and make recommendations on matters of recreation to the Council, Mayor, Recreation Director, and Director of Public Works.

Section 2. This Ordinance shall take effect as soon as provided for by law.

DRAFT

2a2

**TOWNSHIP OF MAHWAH
ORDINANCE NO. _____****AN ORDINANCE AMENDING SECTION 2-2.14 OF THE CODE OF THE
TOWNSHIP OF MAHWAH - COMMITTEES**

WHEREAS, N.J.S.A. 40: 69A-36 sets forth the powers of the Council under the Mayor-Council Plan Optional Form of Government, previously adopted by the Township of Mahwah; and,

WHEREAS, Section 2-2.14 of the Code of the Township of Mahwah provides for Council Committees, and the Council wants to amend this provision of the code,

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Mahwah that:

Section 1. Section 2-2.14 of the Code of the Township of Mahwah is amended in its entirety to read as follows:

2-2.14 Committees

The powers of the Council shall be exercised by the committee as a whole. The rules of the Council shall govern the meetings of the whole so far as applicable. Ad hoc committees may be appointed by the President pursuant to resolution or motion. No ad hoc committee shall proceed to the consideration of any matter referred to it unless a majority of the members of the committee shall be present. No ad hoc committee shall report on a matter referred to it at the same meeting at which the reference is made, except by unanimous consent of the members of the committee.

Section 2. This ordinance shall take effect as soon as provided by law.

3a

COUNTY OF BERGEN

OPEN SPACE, RECREATION, FLOODPLAIN PROTECTION, FARMLAND & HISTORIC PRESERVATION TRUST FUND

2018 MUNICIPAL PROGRAM PARK IMPROVEMENT PROGRAM

GRANTEE: Township of Mahwah

PROJECT: Continental Soldiers Field Park Synthetic Turf

TERM OF CONTRACT: March 6, 2019 – March 6, 2021

CONTRACT NUMBER: 1900062

TRUST FUND ACCOUNT: 03-200-56-130-910

GRANT AWARD: \$75,000

CONTRACT
ADMINISTRATOR: Division of Land Management &
Open Space Trust Fund

2018 MUNICIPAL PARK IMPROVEMENT PROGRAM

Project Name: Synthetic Turf at Continental Soldiers Field Park Phase II

Name of Park Project Site: Continental Soldiers Field Park

Street Address: 550 Ramapo Valley Road, Mahwah, NJ 07430

Block(s): 19

Lot(s): 6

Municipality: Township of Mahwah

Project Contact Person: Quentin Wiest

Title: Business Administrator

Telephone: 201-529-5757, ext. 265

E-Mail Address: qwiest@mahwahtwp.org

Grant Award: \$

Proposed Project Budget as Per Approved Trust Fund Application: \$ 75,00.00

Project Description: Install Synthetic turf

Project Work Elements Listed Below:

- 1 Clearing Site
- 2 Concrete turf footing
- 3 Finishing Stone
- 4 Reset chain link fence
- 5 Reset dugout and Team benches
- 6 Synthetic Turf
- 7
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This Grant Contract, made on March 6, 2019 by and between

COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601-7076, hereinafter referred to as the "County" and/or "Grantor"

and

The Township of Mahwah, a body politic and corporate of the State of New Jersey, with administrative offices at 475 Corporate Drive, Mahwah, NJ 07430, hereinafter referred to hereinafter as the "Grantee"

WITNESSETH:

WHEREAS, the County established the Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund (hereinafter "Trust Fund") pursuant to Freeholder Resolution #1853, adopted on November 24, 1998, and modified in accordance with Freeholder Resolution #1753, adopted on December 17, 2003, to assist municipalities and qualified charitable conservancies in acquiring, preserving and maintaining open space, recreation, farmland & historic preservation areas; and

WHEREAS, the Grantee has filed a Trust Fund Municipal Park Improvement Program application with the Bergen County Division of Land Management and Open Space (hereinafter "Division") for financial assistance with a municipal park project; and

WHEREAS, the Division has: (1) reviewed the Application, the Project Description, Proposed Park Improvements and the Estimated Budget; (2) found that the Approved Project conforms with the scope and intent of the Trust Fund Municipal Park Improvement Program; and

WHEREAS, the Trust Fund Public Advisory Committee (hereinafter "TFPAC") has recommended that the Bergen County Board of Chosen Freeholders approve a grant to assist in the funding of the Project; and

WHEREAS, the Bergen County Board of Chosen Freeholders has adopted a Resolution awarding a Trust Fund Municipal Park Improvement Program grant.

NOW, THEREFORE, in consideration of the award of funding, and in accordance with the application filed, the Grantor and the Grantee agree to perform in accordance with the terms and conditions set forth in this Contract.

1. **Approved Project** (the "Project"). The Continental Soldiers Field Park Synthetic Turf must be completed in accordance with the terms of this Contract, the 2017 application, the Project Description (contained herein) approved by the Division and/or as set forth in any approved Revised Project Description and/or Revised Budget.
2. **Award.** Freeholder Resolution No. 195-19, adopted on **March 6, 2019**, (Attachment "A") approved a Trust Fund award of \$75,000 Dollars, toward the Grantee's proposed Project Budget as submitted in its Trust Fund Municipal Program Application and/or set forth in any approved supplemental materials.

3. Timelines.

- a. Expiration of Grant. This Grant will expire on **March 6, 2021**. Request for reimbursement payment must be submitted by the Grantee to the Division thirty (30) days prior to the expiration date. Any request for an extension of this performance period must be submitted in writing to the Division. There shall be no obligation on the part of the Division and/or the Grantor to renew or extend the time period.
- b. Close Out Documentation. At least thirty (30) days prior to the requested release of the grant reimbursement payment, the Grantee shall furnish and deliver, in the manner requested by the Division, all necessary documentation to close out the project, including but not limited to:
 - i. Municipal Park Improvement Payment Form.
 - ii. Post-Construction Engineering Certification by Municipal Engineer or Architect.
 - iii. Digital Photographs

4. Funding.

- a. Application of Proceeds. Trust Fund payments shall only be used for the purposes described in the Grantee's Application, Approved Project Description and Budget and/or as set forth in any Revised Project Description and/or Revised Budget approved by the Division; and shall not be used for any ineligible activities.
- b. Matching Funds.
 - i. The Grantee is responsible for providing all matching funds as shown in the approved Project Budget or Revised Project Budget. Matching funds may consist of money by any person, municipality, state of New Jersey, or the federal government.

- ii. An applicant's matching share shall consist only of eligible cash raised or eligible cash expenses incurred by the applicant. No in-kind or donated services are eligible for reimbursement or match.
 - iii. It is also the Grantee's responsibility to provide all funds in excess of the Project Budget necessary for completion of the Approved Project.
 - iv. Prior to entering into a contract for the Approved Project, the grantee shall submit to the Trust Fund written evidence of matching funds in hand.
- c. Reimbursements. All awards will be paid on a reimbursable basis only. The Grantee must have the necessary financial resources available to complete the total project before entering into a construction contract. Trust Fund payments will then reimburse the Grantee for eligible project costs. Reimbursement should not be expected for a minimum of six (6) weeks after the required documentation and invoice are submitted and approved by the Division and/or the County.

All reimbursements will be made upon the furnishing of receipts and certification that the completed work has been paid for by the Grantee. Grant fund disbursement will be made on a periodic basis no more frequently than monthly.

- d. Rules and Regulations. The County's grant award is subject to the Trust Fund Municipal Park Improvement Program's Rules and Regulations, which are incorporated herein by reference.

5. Procedure for Payment.

- a. Requests for Reimbursement. Payments of the Trust Fund Grant Award will be transmitted to the Grantee upon submission of:
- i. A completed "Municipal Park Improvement Payment Request Form", to be provided by the Division for reimbursement of services rendered and received;
 - ii. Documentation and work descriptions consistent with the Approved Project.

To receive reimbursement, the Grantee must submit itemized documents, including copies of bills and invoices, and canceled checks of eligible expenditures to the Division. The documents submitted must itemize the cost of labor and materials and describe the work performed. Once the Division approves the submission, reimbursement for the eligible itemized costs will be disbursed by the County Treasurer to the Grantee.

In some cases, prior to payment, an inspection by the Division and/or County may be performed in order to ensure that the work was completed in accordance with the Application, approved Project Description, and approved Project Budget

- b. Project Payment Request Certification. The municipal Chief Financial Officer (or equivalent) and the municipal Administrator/Manager (or Clerk in the absence of such) shall submit a Project Payment Request Form, to be provided by the

Division, certifying that the documents submitted in support of a request for the Trust Fund reimbursement payment are an accurate representation of costs incurred in accordance with the Trust Fund Municipal Program application and corresponding Trust Fund Project Contract on file with the Division.

- c. Withholding of Funds. In the event Grantee fails to perform the services, obligations, or responsibilities provided for under this Contract, the Grant Application, and the Guidelines and/or as set forth in any Revised Project Description and/or Revised Budget approved by the Division; or in the event that the services do not attain the objectives set forth in the initial application or this Contract to the sole satisfaction of the Division, the County may withhold all, or a portion of, any payment to be made under this Contract, and in addition, may terminate this Contract. In the event of termination, the County shall have no further liability to the Grantee and in no event will the County be liable to pay for services not rendered.
- d. Unexpended Fund Balances. All unexpended fund balances not released for the Approved Project will be canceled by the County and "returned" into the Trust Fund for re-allocation in accordance with the Trust Fund Rules and Regulations. Balances may not be retained by the Grantee for any use outside of the Approved Project as stated in this Contract.

6. Project Schedule & Documentation.

- a. Project Schedule. The Grantee must return an executed copy of this Trust Fund Contract to the Division within ninety (90) days of its receipt. The Grantee must complete the Project Schedule (Attachment "B") in accordance with the suggested project completion schedule.
- b. Progress Reports. The Grantee, at the request of the Division, shall prepare a progress report and submit it to the Division within thirty (30) calendar days after the date requested. The report shall include a narrative description of the status of the Approved Project and the date on which the Approved Project will be completed. The Division may, at its discretion, make visits to the site to review the Project's progress. At the Project's completion, the Grantee, as a condition of final payment, must complete the "Project Payment Request Form" and submit certifications and supporting documents as required.
- c. Documentation. The Grantee shall furnish and deliver all necessary documentation within the time frame and in the manner requested by the Division and grant County personnel or any other authorized representatives reasonable access to all records related to the Approved Project.
 - i. Post-Construction Engineering Certification. The municipal engineer shall submit the Bergen Trust Fund Post-Construction Engineering Certification form following project completion certifying the park

improvement project has been completed substantially in accordance with the original and/or revised Trust Fund Municipal Program application and corresponding Trust Fund Project Contract on file with the Division; that the park improvements are consistent with the scope of the project as stated in the original and/or revised Trust Fund Municipal Program application and corresponding Trust Fund Project Contract; and that the construction meets all state and local codes and current engineering practices and that health, safety, durability, and economy requirements consistent with the scope and objectives of the project.

- ii. State and Federal Barrier Free Codes and the Americans with Disabilities Act. The municipal engineer shall certify that the project conforms to all applicable State and Federal Barrier Free Codes and the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) requirements.

7. Change in Approved Project Elements.

- a. Grantee shall not change the Approved Project's scope of work as detailed in this Contract without approval by the Division. Said request is to be submitted in writing and in accordance with procedures as established by the Division.
- b. Modifications to the Approved Project Scope of Work shall be requested by the Grantee's Administrator/Manager/Clerk and must be approved in writing by the Division. Written requests must include a description of the change, the reason for the change, and the impacts on the project. The Division may request, as appropriate, a set of revised plans and specifications. Changes that involve a deletion or significant reduction to a scope element should include a discussion on the review and rejection of alternatives to this course of action. Significant changes may include, but not be limited to, changes in the natural environment such as the removal of trees, addition and/ or deletion of key project elements, substantial budget changes, and loss of matching funds. Any such changes are subject to review and approval by the Division and may result in the need to amend the Project Contract. All approved Project Contract Change Order Modifications shall be attached to this Project Contract.

Termination and Suspension.

Termination. Termination is the cancellation of Trust Fund grant assistance in whole or in part, at any time prior to the date of completion.

- a. Termination for cause. Grantor may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the terms and conditions of the grant. Grantor will promptly notify the grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantee(s) or recoveries by Grantor under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.

- b. Termination for convenience. Grantor or the grantee may terminate grant project in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. For partial terminations, such termination will not affect the preservation agreement or covenant executed as a prior condition of grant assistance. An amendment to the Grant Agreement or the Project Notification (as applicable) is required for all terminations for convenience.
- c. Termination by Grantee. The Grantee may unilaterally cancel the Grantor grant at any time prior to the first payment on the grant, although Grantor must be notified in writing. Once initiated, no Trust Fund grant may be terminated by a grantee prior to satisfactory completion without the approval of Grantor. After the initial payment the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and Grantor. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

8. Post Project Requirements and Long – Term Obligations.

- a. Open Space and Outdoor Recreation Purposes. The Grantee agrees to retain, protect, and use the Approved Project for outdoor recreation purposes. Outdoor recreation purpose means the use of lands for open space parkland, outdoor active and/or passive recreation use. Usage of the Approved Project area shall be consistent with the policies of the New Jersey Department of Environmental Protection and Green Acres' rules and regulations (N.J.A.C. 7:36).
- b. Charges. Any charges, fees and/or memberships in connection with public access shall comply with NJ Green Acres' rules and regulations N.J.A.C. 7:36-25.9. Public vehicular access and parking areas shall be consistent with the permitted uses.
- c. Maintenance Requirements. The Grantee shall be solely responsible for the upkeep and maintenance of the Approved Project, and shall comply with NJ Green Acres' rules and regulations N.J.A.C. 7:36-25.1. The County shall have no obligation for the upkeep or perform maintenance of the Project.
- d. Public Access. Grantee covenants to permit public access to the greatest extent possible consistent with the Project uses stated herein. The Grantee shall not post temporary or permanent signs restricting access to the Approved Project area except in accordance with N.J.A.C. 7:36-25.10. The Grantee shall not take or permit any action, or fail to take any action that would be counter to or in violation of any federal or State regulatory or program laws or rules. Usage of the Approved Project area shall be consistent with the policies of the New Jersey Department of Environmental Protection and Green Acres' rules and regulations as *funded parkland* as defined by Green Acres. The Municipality may schedule

the use of the Park to accommodate organized sports or other recreation or conservation purposes. However, the Municipality shall not schedule the use of a facility in such a way that the public is denied reasonable access to or use of the facility and the Municipality shall provide public access to another comparable facility for the period for which access to the recreation and conservation facility is scheduled. The Municipality shall not enter into exclusive use agreements or allow discriminatory scheduling of the use of the parkland based on residency or otherwise in violation of the Law Against Discrimination, N.J.S.A. 10:51 et. seq. or other applicable law. If permits are offered for the use of recreation and conservation facilities at the Property, such as golf or athletic fields, and the demand for such permits exceeds the available supply, the Municipality shall conduct a fair and equitable system to distribute the permits.

- e. Transfer of Project Improvements. This Approved Project is being improved or developed with funding from the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund Municipal Park Improvement Program for the park and outdoor recreation activities set forth herein. The Grantee agrees, in perpetuity, not to lease, sell, exchange, remove, replace, donate, or dispose of the park improvement(s) in which the funded Park Improvement Project is described and located herein except upon approval by the County of Bergen or under such conditions as the County of Bergen may establish. Notwithstanding anything to the contrary Grantee shall not sell, lease, exchange, or donate the Project as described and located herein except to the State of New Jersey, a local government unit, or qualifying tax-exempt, Grantee organization. No such conveyance shall be effective without the prior written approval of the County.
- f. Lifespan of Improvements. Projects must envision a minimum ten (10) year life span. Lifespan can be for less than ten (10) years if the Grantee can demonstrate that, due to normal wear and tear on the facility or feature and not due to abuse, neglect or vandalism, that the improvements cannot be maintained for the requisite ten (10) year life span.
- g. Inspection of Project Area. The Division may perform periodic formal and informal inspections of the project area and facilities to determine compliance with the Grantee's long-term obligations. The Grantee will be notified of any problems identified and will be asked to address them within a reasonable timeframe.

10. Project Administration.

- a. Local Public Contracts Law, etc. Grantee shall award all contracts in accordance with the Local Public Contracts Law including but not limited to: N.J.S.A. 40A:11-1 et seq.; N.J.A.C. 5:34-1.1 et seq.; the Pay to Play Law as set forth in N.J.S.A. 19:44A-20 et seq.; Change Orders as set forth in N.J.A.C. 5:30-11.1 et seq.; Local Finance Board Regulations as set forth in N.J.A.C. 5:30-11.1 et seq.; New Jersey's Affirmative Action Law as set forth in N.J.S.A. 10:5-31 et seq.; the

Equal Employment Opportunity and Affirmative Action Rules as set forth in N.J.A.C. 17:27; Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-2000d-4); the Employment on Public Works Law as set forth in N.J.S.A. 10:2-1 through 10:2-4; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et. seq., the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) as published in the Federal Register on July 26, 2011, and the Bergen County requirements for pedestrian facilities within public spaces and/or County Rights-of-Way, as applicable.

- b. Debarred Contractors. No contract shall be issued to any person debarred, suspended, or disqualified from State contracting.
- c. Free From Corrupt Practices. All Project contracts and subcontracts for work shall be free from bribery, graft and other corrupt practices.

11. Financial Records and Auditing Requirements.

- a. All financial records of Grantee shall conform to accounting standards promulgated by the Local Finance Board and as set forth in N.J.A.C. 5:30-5 et. seq. All financial records of the Grantee's contractors and/or subcontractors shall conform to generally accepted accounting principles.
- b. Grantee, its contractors, and subcontractors shall provide County personnel and its authorized representatives with reasonable access to all facilities and premises, and shall provide access to all records, books, documents and papers pertaining to this Contract and/or the Approved Project for audit, examination, and copying purposes. Such access shall apply during the performance of the Approved Project and for three years after the later of either final payment or audit resolution. Grantee shall cite this provision in all project related contracts.
- c. Accounting. The Grantee agrees to track all monies for this project by accounting software or, in the alternative, open a separate checking account to prevent the commingling of the grant funds with other agency/organization funds.

12. Responsibilities of Grantee. The Grantee shall be responsible for the obligations set forth in this Contract including but not limited to:

- a. Compliance with Laws. The Grantee shall comply with all applicable federal, state, and local laws and regulations in connection with the Project.
- b. Liability and Indemnification. Grantee shall hold harmless, indemnify and defend County and its members, directors, officers, employees, agents, and contractors, and their successors and assigns from and against all liabilities, penalties, costs, losses, damages, expenses or claims, including, without limitation, reasonable attorney's fees arising from or in any way connected with injury to or the death of any person or physical damage to any property resulting from any act, omission condition or other matter related to or occurring on or about the Property unless

due solely to the negligence of any of the indemnified parties.

- c. Insurance. The Grantee shall be responsible for providing liability insurance on the Project and Property consistent with advice from its insurance/risk advisor.
- d. Signs. The Grantee shall be permitted to post signs that clearly identify the area and notify the public of the right to enter the Property and: (1) state solely the name and/or address of the Property and/or; (2) to advertise the permitted uses of the Property; (3) commemorate the history of the Property, its recognition under state or federal historical registers, or list its protection under this Contract or state and local environmental or game laws; (4) acknowledging that the Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund assisted in the funding of the project. No sign on the Project Property shall exceed sixteen square feet. Multiple signs shall be limited to a reasonable number, shall not damage living trees, and shall be placed in accord with applicable local regulations. Commercial advertising signs are prohibited.

13. Breach, Default or Violation.

- a. Breach. In addition to, and not in limitation of, any other rights of the Grantee hereunder or at law or in equity, if the County determines that a breach, default or violation ("Violation") of this Contract has occurred or that a Violation is threatened, the County shall give written notice to Grantee of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If the Grantee fails to cure the Violation after receipt of notice thereof from the County, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the County, fails to begin curing such Violation within the time period dictated by the County, or fails to continue diligently to cure such Violation until finally cured, the County may bring an action at law or in equity in a court of competent jurisdiction:
 - i. To enjoin and/or cure such Violation,
 - ii. To seek or enforce such other legal and/or equitable relief or remedies as the County deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Contract.
- b. Remedies. If the County, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage, the County may pursue its remedies without prior notice to Grantee or without waiting for the period provided for cure to expire. The County's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Contract. Grantee agrees that the County's remedies at law for any Violation of the terms of this Contract are inadequate and that the County shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the County may be entitled, including specific performance. The above language shall in no event be

interpreted to derogate or diminish the County's rights and powers under the laws of the state of New Jersey for the protection of public health, safety and welfare.

c. Enforcements, Filings, Etc.

- i. Enforcement. Enforcement of the terms of this Contract shall be at the discretion of the Grantor and any forbearance by the Grantee to exercise its rights under this Contract in the event of any Violation by Grantee shall not be deemed or construed to be a waiver by the Grantor of such term or of any subsequent Violation or of any of the Grantor's rights under this Contract. No delay or omission by the Grantor in the exercise of any right or remedy upon any Violation by Grantee shall impair such right or remedy or be construed as waiver of such right or remedy.
- ii. Reimbursement. Grantor agrees to reimburse the Grantee for any costs incurred by the Grantee in enforcing the terms of this Contract against Grantor, and including, without limitation, the reasonable costs of suit and attorneys' fees.

14. Notices.

Any notice, demand, request, consent, approval or communication under this Contract shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses (or such other or additional addresses provided by notice to the other Party) or sent by reliable overnight courier or certified or registered mail, postage prepaid with return receipt requested at such addresses; provided if such, demand, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or day on which United States mail is not delivered.

To Municipality: Attention: Municipal Administrator/Manager/Clerk
475 Corporate Drive, Mahwah, NJ 07430

To County: Attn: County Administrator
One Bergen County Plaza – Room 580
Hackensack, NJ 07601

With copy to: Attn: County Counsel
Office of County Counsel – Room 580
One Bergen County Plaza
Hackensack, NJ 07601

15. Representations. The Grantee represents that:

- a. Authorization. All proceedings required to be taken by or on behalf of the Grantee to authorize it to make, deliver and carry out the terms of this Contract have been taken and this Contract is the legal, valid and binding obligation of the Grantee and enforceable in accordance with its terms.
- b. Compliance with Laws. The Grantee agrees to comply with all Federal, State, County, and Municipal laws, rules, and regulations generally applicable to the activities in which the Grantee is engaged in the performance of the contract, including, but not limited to, the Local Public Contracts Law.
- c. Conflicts of Interest. No official or employee or Board member of the Grantee shall have any financial or other personal interests in any contract or subcontract involving the Approved Project.
- d. No Liens or Encumbrances. The Grantee agrees that it will not create, suffer or permit to be created, and that it will promptly remove or discharge, any liens or encumbrances against the Property arising subsequent to the date of this Contract.
- e. No Proceedings. There are no proceedings at law or in equity before any court, grand jury, administrative agency or other investigative agency, bureau or instrumentality of any kind pending or, to the best of the Grantee's knowledge, threatened, against or affecting the Grantee that (i) involve the validity or enforceability of this Contract or any other instrument or document to be delivered by the Grantee pursuant hereto, (ii) enjoin or prevent or threaten to enjoin or prevent the performance of the Grantee's obligations hereunder or (iii) relate specifically to the Property (including, without limitation, the environmental condition of the Property) or the title thereto.
- f. Retention of Records. The Grantee agrees to retain all records relevant to this Contract and State and County auditors, and any other person duly authorized by the Grantor, shall have full access to, and the right to examine, any of the said documents. Any claimed waiver of these rights or privileges must be documented in writing.

16. Miscellaneous.

- a. Entire Contract. This Contract, including any Exhibits and Addenda attached hereto and/or incorporated by reference, contain the sole and entire Contract between the parties and supersedes all negotiations and prior agreements or understandings between the parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.

- b. Amendments. The Division and/or the Grantee may, from time to time, require changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between the Grantor and the Grantee shall be incorporated in written amendments to this Contract and signed by all parties
- c. Assignment. No Party may assign this Contract or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.
- d. Force Majeure. Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, fire, flood, earthquake, hurricane, tornado, "Acts of God," epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.
- e. General. This Contract shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, N.J.S.A. 59:1-2 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq., without regard to its conflict of law principles. All disputes arising out of this Contract shall be resolved through arbitration or the Courts of the State of New Jersey set forth herein.
- f. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach waive any succeeding breach of such provision or waive the enforcement of the provision itself.
- g. No Third Party Beneficiaries. Nothing contained herein shall be construed so as to create rights in any third party
- h. Binding Agreement. This Contract shall be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties have executed this Contract and their corporate seals to be hereunto affixed as of the day and year first above written.

ACCEPTED AND AGREED:

(GRANTEE)

By:

Title:

(Secretary to the Board/Governmental Clerk)

Date

ATTEST: (Affix Seal)

COUNTERSIGNED:

County of Bergen

By: James J. Tedesco III, County Executive or
Julien X. Neals, Esq., Acting County Administrator

Date



3e1

Township Of Mahwah

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

Office of Administration

www.mahwahtwp.org

DATE: April 16, 2019
TO: Township Council
FROM: Joanne Becker, QPA
RE: Daktronics, Inc.
Alternate Non-Fair and Open Compliant Contract

NUMBER OF PAGES INCLUDING THE COVER PAGE: 1

Administration has solicited and received quotes for new Multi-Sport Scoreboard at Commodore Perry Field. Daktronics Inc. quote of \$21,610.00 was the lowest responsive/responsible quote, which does not to exceed \$40,000.00 bid threshold, but does exceed the \$17,500.00 Pay to Play threshold.

Administration has requested and received a Business Entity Discloser Certification from Daktronics, Inc.

Therefore, pursuant to N.J.S.A. 19:44A-20.4 et seq., Administration is requesting that the Township Council consider at the April 25, 2019 Council meeting, a resolution recognizing the approval of an Alternate Non-Fair and Open compliant contract to Daktronics, Inc. for the purchase of goods and services, not to exceed \$40,000.00, for a one year period ending April 1, 2020.

c: Mayor John Roth
Quentin Wiest, Business Administrator
Brian Campion, Esq., Township Attorney
Kathrine Coviello, Township Clerk
Kenneth Sesholtz, CFO
Michael Kelly, Boswell Engineering
Dennis Burns, Recreation Director
Daktronics, Inc.



3e2

Township Of Mahwah

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

Office of Administration

www.mahwahtwp.org

DATE: April 18, 2019
TO: Township Council
FROM: Joanne Becker, QPA
RE: Kustom Signals, Inc.
Sole Source Alternate Non-Fair and Open Agreement

NUMBER OF PAGES INCLUDING THE COVER PAGE: 2

The Township of Mahwah awarded MTB#13-20 "Township of Mahwah Police Car Mobile Recording System Equipment" on October 10 2013 to the lowest responsive/responsible vendor, Kustom Signals, Inc., and Kustom Signals, Inc., Digital Eyewitness G3 Vision In-Car Video System was installed in the Township Police Department vehicles.

Kustom Signals, Inc. Digital Eyewitness G3 Vision In-Car Video System needs to be upgraded.

The Township has received a letter from Kustom Signals, Inc. stating that Kustom Signals, Inc. located at 9652 Loiret Boulevard, Lenexa, Kansas 66219-2406 is the "sole source" manufacturer and supplier of the upgraded Digital Eyewitness HD In-Car Video Solution. The cost for this upgrade is \$21,832.00.

Under N.J.S.A. 40A:11-6.1 "For all contracts that in the aggregate are less than the bid threshold but 15 percent or more of the amount....the contracting agent shall award the contract after soliciting at least two competitive quotations, if practicable." Kustom Signals, Inc. is the sole source provider for Digital Eyewitness HD In-Car Video Solution. It is not practicable to obtain a second quote to upgrade this equipment because the purchase, repair and maintenance of the Kustom Systems Eyewitness HD In-Car Video Solution are proprietary to Kustom Signals, Inc.

The total cost to upgrade the system is \$21,832.00, which is below the \$40,000.00 bid threshold. However, it will exceed the Pay to Play \$17,500.00 threshold.

Administration has requested and received a Business Entity Discloser Certification from Kustom Signals, Inc.



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Township Of Mahwah

Municipal Offices: 475 Corporate Drive

P.O. Box 733 • Mahwah, NJ 07430

Tel: 201-529-5757

Fax: 201-529-0061

Office of Administration

www.mahwahtwp.org

DATE: April 25, 2019
TO: Township Council
FROM: Joanne Becker, QPA
RE: Swagit Productions, LLC – Business Entity Disclosure Certification

NUMBER OF PAGES INCLUDING THE COVER PAGE: 1

Township of Mahwah has purchased goods and monthly meeting broadcasting services, from Swagit Productions, LLC, using The Interlocal Purchasing System (TIPS), a National Cooperative Purchasing Program, with contracts that will exceed the NJ Local Public Contracts Law Pay to Play threshold of \$17,500, but will not exceed the \$40,000 bid threshold.

Administration has requested and received a Business Entity Discloser Certification from Swagit Productions, LLC.

Therefore, pursuant to N.J.S.A. 40A:11-5(dd) and N.J.S.A. 19:44A-20.4 et seq., Administration is requesting that the Township Council consider at the April 25, 2019 Council meeting, a resolution recognizing the approval of a non-fair and open compliant Resolution to Swagit Productions, LLC, 12801 N. Central Expy, Suite 900, Dallas, TX 75243 for the purchase of goods and monthly remote broadcasting services, for the Township of Mahwah for the period January 1, 2019 to December 31, 2019.

c: Mayor John Roth
Quentin Wiest, Business Administrator
Brian Campion, Esq., Township Attorney
Kathrine Coviello, Township Clerk
Kenneth Sesholtz, CFO
Swagit Productions, LLC

DRAFT

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, CMFO, QPA, Fire Chief, and Township Attorney.

I hereby certify that this resolution consisting of two pages, was adopted at a meeting of the Township Council of the Township of Mahwah, on this day of April, 2019.

Kathrine Coviello, RMC/CMC/MMC
Municipal Clerk

Dave May
Council President

3f



Last LP: \$40,000 10/14/2016-4/14/2017 ML#: 1641591
Addr: 0 Stag Hill Rd LND/S
Town: Mahwah
Block: 00009 Lot: 00002 Zip: 07430
County: BERGEN County Locale: 600 Area#: 0233
Direct: Stag Hill near Corner East View Drive
Orig LP: \$40,000 LSP: 87636 LB#: 63626
Sold: \$40,000 SSP: 2934 SB: 934
SD: 12/27/2017 UCD: 11/17/2016 DOM: 35
Buyer: Beach Contractors Inc CASH
Cty/St: Mahwah/NJ

Avail.Acres: 0.677
Subdivision:

Total Acres:

Smallest Acres:

Dept.of Envrmt Protect Status:		Land Fill Needed:		For Sale/Lease: S	
#of Lots:		Zone Permitted Use: Residntl		SubStyle: Other	
Taxes:		Lot Dimen:			
Topography: Sloping		Wetlands: Not Known			
Easements:					
Perc Test: No	Sewer: No	Water: No	Elec: No	Borings:	Trees: Yes Maps:

Owner Name2: PH:
Owner Address2: Bus.PH:

Waterfront: None
Improvements: None
Flood Plain: None

There will be a large Wooden Coldwell Banker Sign on Property within the week. There are a few homes opposite this property. Land is close to the Fire Department and in between East View Drive and Pine Hill Road. Thank you for your interest!

Showing Instructions

Please call LA if you cannot find the property. It is close to the intersection of East View Drive and Pine Hill Road.

Owner:	Farley Donald & A Farley	PH:	[REDACTED]	LB Fax:	[REDACTED]
Address:				PH:	[REDACTED] Ext: [REDACTED]
LB:	Coldwell Banker, Allendale/Saddle River Valley	LB#:	63626		
LSP:	Lisa R. Uvanni	LSP#:	87636	LSP PH:	[REDACTED] Fax:
CLSP:		CLSP#:		CLSP PH:	
CompBA:	2.5 - 250	CompTA:	0	CompSub:	0 Exceptions: No
Agency Discl:	Seller's Agent	DCA:	No	Agreement Type:	Exclusive Right to Sell



Last LP: \$55,000 8/15/2017-10/30/2018 ML#: 1733330
 Addr: 5&6 Pine Hill Rd LND/S
 Town: Mahwah
 Block: 00011 Lot: 00005 Zip: 07430
 County: BERGEN County Locale: 600 Area#: 0233
 Direct: Stag Hill to end of Pine Hill
 Orig LP: \$55,000 LSP: 69575 LB#: 42506
 Sold: \$50,000 SSP: 2934 SB: 934
 SD: 6/26/2018 UCD: 9/29/2017 DOM: 46
 Buyer: Geiger Rd Const CASH
 Cty/St: wenotsay/NJ

Avail.Acres: 0.633
 Subdivision:

Total Acres:

Smallest Acres:

Dept.of Envrmt Protect Status:		Land Fill Needed:		For Sale/Lease: S	
#of Lots:	2	Zone Permitted Use:	Residntl	SubStyle:	Sngl Fam
Taxes:	\$552	Lot Dimen:			
Topography:	Sloping	Wetlands:	Not Known		
Easements:					
Perc Test:	No	Sewer:	No	Water:	No
		Elec:	No	Borings:	No
		Trees:	Yes	Maps:	Unknown

Owner Name2: PH:
 Owner Address2: Bus.PH:

Waterfront: None
 Improvements: Uncleared
 Flood Plain: None

Build your own private retreat, just minutes away from all major transportation, enjoy the privacy of a mountain top retreat yet close to shopping and the top rated schools. This beautiful wooded property is just waiting for you to build your dream home. Two lots totaling .633 acres.

Showing Instructions

Call Listing agent for directions

Owner:	c/o Listing Broker	PH:	[REDACTED]
Address:		LB Fax:	[REDACTED]
LB:	Prominent Properties Sotheby's International Realty-Ridgewood	LB#:	42506
LSP:	Deborah Graske	LSP#:	69575
CLSP:		CLSP#:	
CompBA:	2.5-250	CompTA:	2.5-250
Agency Discl:	Seller's Agent	DCA:	No
		PH:	[REDACTED]
		Ext:	[REDACTED]
		LSP PH:	[REDACTED]
		CLSP PH:	[REDACTED]
		CompSub:	0
		Exceptions:	No
		Agreement Type:	Exclusive Right to Sell



Last LP: \$79,000 11/11/2017-5/11/2018 ML#: 1744758
 Addr: 129 Lakeview Dr LND/S
 Town: Mahwah
 Block: 00009 Lot: 00019 Zip: 07430
 County: BERGEN County Locale: 600 Area#: 0233
 Direct: Stag Hill Corner of Lakeview
 Orig LP: \$79,000 LSP: 2934 1001857 LB#: 934
 Sold: \$70,000 SSP: 2934 1001857 SB: 934
 SD: 12/12/2018 UCD: 4/27/2018 DOM: 168
 Buyer: berbauer CASH
 Cty/St: mahwah/NJ

Avail.Acres: 0.461
 Subdivision:

Total Acres:

Smallest Acres:

Dept.of Envrmt Protect Status:	Land Fill Needed:	For Sale/Lease:	S
#of Lots:	Zone Permitted Use: Residntl	SubStyle:	Sngl Fam
Taxes:	Lot Dimen:		
Topography: Level	Wetlands: No		
Easements:			
Perc Test:	Sewer:	Water:	Elec:
		Borings:	Trees:
			Maps:

Owner Name2: PH:
 Owner Address2: Bus.PH:

Waterfront: None
 Improvements: Cleared
 Flood Plain: None

Building lot located in the beautiful Ramapo Mountains. Build your dream home. Enjoy the outdoors and escape suburbia with the convenience of only being minutes from Rt 287, Rt 17, NY Thruway (I87)

Showing Instructions

Owner: Parrenas Jeffrey K	PH: [REDACTED]	LB Fax: [REDACTED]
Address:		PH: [REDACTED] Ext: [REDACTED]
LB: Morgan Realty Consultants, LLC	LB#: 934	LSP PH: [REDACTED] Fax: [REDACTED]
LSP: Richard S. Marchesi	LSP#: 2934	CLSP PH: [REDACTED]
CLSP: Meredith Marchesi	CLSP#: 1001857	CompSub: [REDACTED] Exceptions: No
CompBA: 3%-200	CompTA: 3%-200	Agreement Type: Exclusive Right to Sell
Agency Discl: Seller's Agent	DCA: No	

**No Photo
Available**

Last LP: \$100,000 5/4/2018-5/4/2019 ML#: 1910801
 Addr: 33 Maple Rd LND/S
 Town: Mahwah
 Block: 00004 Lot: 00002 Zip: 07430
 County: BERGEN County Locale: 600 Area#: 0233
 Direct: Closed OE
 Orig LP: \$100,000 LSP: 69575 LB#: 42506
 Sold: \$90,000 SSP: 2934 SB: 934
 SD: 3/13/2019 UCD: 5/11/2018 DOM: 8
 Buyer: Meola CASH
 Cty/St: Mahwah/NJ

Avail.Acres: 0.89
 Subdivision:

Total Acres:

Smallest Acres:

Dept.of Envrmt Protect Status:		Land Fill Needed:		For Sale/Lease: S	
#of Lots:		Zone Permitted Use: Residntl		SubStyle: Other	
Taxes:		Lot Dimen:			
Topography: Level		Wetlands: No			
Easements:					
Perc Test:	Sewer:	Water:	Elec:	Borings:	Trees: Maps:

Owner Name2: PH:
 Owner Address2: Bus.PH:

Waterfront: None
 Improvements: Uncleared
 Flood Plain: None

Closed OE

Showing Instructions

Closed OE

Owner: Closed OE	PH: [REDACTED]	LB Fax: [REDACTED]
Address:		PH: [REDACTED] Ext: [REDACTED]
LB: Prominent Properties Sotheby's International Realty-Ridgewood	LB#: 42506	
LSP: Deborah Graske	LSP#: 69575	LSP PH: [REDACTED] Fax: [REDACTED]
CLSP:	CLSP#:	CLSP PH:
CompBA: Closed OE	CompTA: Closed OE	CompSub: Closed OE Exceptions: No
Agency Discl: Seller's Agent	DCA: No	Agreement Type: Exclusive Right to Sell



Township Of Mahwah

Municipal Clerk's Office

475 Corporate Drive

P.O. Box 733 • Mahwah, NJ 07430

4a

Kathrine G. Coviello, RMC/CMC/MMC

Municipal Clerk

kcoviello@mahwahtwp.org

Tel: 201-529-5757 Ext 4

Fax: 201-529-5740

www.mahwahtwp.org

To: Township Council
Mayor John F. Roth
Mr. Quentin Wiest, Business Administrator
Brian Campion, Township Attorney

From: Kathrine G. Coviello

Subject: Person-to-Person Transfer of Liquor License;
Remington Inc. to Mahwah Fine Dining LLC

Date: April 22, 2019

The required paperwork and fees for the Person-to-Person Transfer of the Liquor License currently being held by Remington Inc. being transferred to Mahwah Fine Dining LLC has been received. Review of the paperwork submitted has been completed by the Township Attorney and Police Department.

The Application and paperwork are available in my office for review and shall also be available at the Council Meeting on April 25, 2019.

Based upon the above, I recommend the Township Council consider approval of the Person-to-Person Transfer of the Liquor License currently held by Remington Inc. to Mahwah Fine Dining LLC at the Combined Work Session and Public Meeting of April 25, 2019.

TOWNSHIP OF MAHWAH
ORDINANCE NO. 1859

**AN ORDINANCE AMENDING SECTION 2-13.6 OF THE CODE OF THE
TOWNSHIP OF MAHWAH ENTITLED "RECREATION COMMITTEE"**

WHEREAS, the Township Code of the Township of Mahwah Section 2-13.6 establishes a Recreation Committee; and,

WHEREAS, the Township Council wants to provide for the input of a greater number of persons on the Committee,

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Mahwah that:

Section 1. Section 2-13.6 of the Code of the Township of Mahwah is amended in its entirety to read as follows:

2-13.6 Recreation Committee

There shall be a Recreation Committee consisting of fifteen (15) regular members and eight (8) alternate members appointed by the Mayor with recommendations from the Recreation Director and consent of the Council. All appointments to the Committee will be for four (4) years commencing on the first day of January. The terms of the Committee members shall be staggered so that eight (8) regular appointments and four (4) alternate appointments are made one (1) year, and seven (7) regular appointments and four (4) alternate appointments are made two (2) years later. In the event a vacancy occurs during a normal term, an appointment may be made by the Mayor, with a recommendation from the Recreation Director, and with the consent of Council, to complete the unexpired term. The Committee shall advise and make recommendations on matters of recreation to the Council, Mayor, Recreation Director, and Director of Public Works.

Section 2. This Ordinance shall take effect as soon as provided for by law.

TOWNSHIP OF MAHWAH
ORDINANCE NO. 1860

**AN ORDINANCE AMENDING SECTION 2-2.14 OF THE CODE OF THE
TOWNSHIP OF MAHWAH - COMMITTEES**

WHEREAS, N.J.S.A. 40: 69A-36 sets forth the powers of the Council under the Mayor-Council Plan Optional Form of Government, previously adopted by the Township of Mahwah; and,

WHEREAS, Section 2-2.14 of the Code of the Township of Mahwah provides for Council Committees, and the Council wants to amend this provision of the code,

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Mahwah that:

Section 1. Section 2-2.14 of the Code of the Township of Mahwah is amended in its entirety to read as follows:

2-2.14 Committees

The powers of the Council shall be exercised by the committee as a whole. The rules of the Council shall govern the meetings of the whole so far as applicable. Ad hoc committees may be appointed by the President pursuant to resolution or motion. No ad hoc committee shall proceed to the consideration of any matter referred to it unless a majority of the members of the committee shall be present. No ad hoc committee shall report on a matter referred to it at the same meeting at which the reference is made, except by unanimous consent of the members of the committee.

Section 2. This ordinance shall take effect as soon as provided by law.

TOWNSHIP OF MAHWAH
ORDINANCE #1857

CALENDAR YEAR 2019
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS
AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the governing body of the Township of Mahwah in the County of Bergen finds it advisable and necessary to increase its CY 2019 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the governing body hereby determines that a 1.0% increase in the budget for said year, amounting to \$301,739.90 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the governing body hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the governing body of the Township of Mahwah in the County of Bergen, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2019 budget year, the final appropriations of the Township of Mahwah shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$1,056,089.66, and that the CY 2019 municipal budget for the Township of Mahwah be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

RESOLUTION
TOWNSHIP OF MAHWAH
P.O. Box 733
MAHWAH, NJ 07430

Resolution # 162-19

Date: April 25, 2019

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

WHEREAS, the Township Council and Mayor of the Township of Mahwah wish to enter into a Bergen County Trust Fund Project Contract with the County of Bergen for the purpose of using a \$75,000.00 matching grant award from the 2018 Funding Round of the Bergen County Open Space, Recreation, Floodplain Protection, Farmland and Historic Preservation Trust Fund for the municipal park project entitled "Synthetic Turf at Continental Soldiers Field Park Phase II", located at Block 19 Lot 6, on the tax maps of the Township of Mahwah;

NOW, THEREFORE, BE IT RESOLVED that the Township Council and Mayor of the Township of Mahwah hereby acknowledge that, in general, the use of this Trust Fund Grant towards this approved park project must be completed by or about March 6, 2021; and

BE IT FURTHER RESOLVED, that the Township Council and Mayor acknowledge that the grant will be disbursed to the municipality as a reimbursement upon submittal of certified Trust Fund payment and project completion documents and municipal vouchers, invoices, proofs of payment, and other such documents as may be required by the County in accordance with the Trust Fund's requirements; and

BE IT FURTHER RESOLVED, that the Township Council and Mayor acknowledge that the grant disbursement to the municipality will be equivalent to fifty percent of the eligible construction costs incurred (not to exceed total grant award) applied towards only the approved park improvements identified in the aforesaid Contract in accordance with the Trust Fund's requirements. Professional Services Costs may be reimbursed from grant award's unexpended balance, should there be a balance.

BE IT FURTHER RESOLVED that the Township Clerk shall keep a copy of this Resolution on file in the Clerk's office and will forward a copy of this Resolution to the Mayor, Business Administrator, Administrative Support Assistant, QPA, CFO, and Township Engineer.

I hereby certify that this resolution consisting of one page, was adopted at a meeting of the Township Council of the Township of Mahwah, this 25th day of April, 2019.

Kathrine G. Coviello, RMC/CMC/MMC
Municipal Clerk

David May
Council President

RESOLUTION
TOWNSHIP OF MAHWAH
P.O. Box 733
MAHWAH, NJ 07430

Resolution # 166-19

Date: April 25, 2019

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

WHEREAS, the Township of Mahwah has solicited quotes for a new multi-sport scoreboard at Commodore Perry Field, and Daktronics, Inc. has submitted the lowest responsive/responsible quote of \$21,610.00 through The Interlocal Purchasing System (TIPS), a National Cooperative Purchasing Program, which is below the \$40,000.00 bid threshold but exceeds the Pay-to-Play threshold of \$17,500, as stated in the NJ Local Public Contracts Law, and

WHEREAS, Daktronics, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Daktronics, Inc. has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Mahwah authorizes the Township of Mahwah to enter into an Alternate Non-Fair and Open contract with Daktronics, Inc. for goods and services, not to exceed \$40,000.00, for the period of January 1, 2019 through December 31, 2019.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

BE IT FURTHER RESOLVED the Municipal Clerk shall forward a copy of this Resolution to the Business Administrator, QPA, Chief Financial Officer and Daktronics, Inc., 201 Daktronics Drive, Brookings, SD 57006.

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, this 25th day of April, 2019.

Kathrine Coviello, RMC/CMC/MMC
Municipal Clerk

David May
Council President

RESOLUTION
TOWNSHIP OF MAHWAH
P.O. Box 733
MAHWAH, NJ 07430

Resolution # 167-19

Date: April 25, 2019

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

WHEREAS, the Township of Mahwah awarded MTB#13-20 "Township of Mahwah Police Car Mobile Recording System Equipment" to Kustom Signals, Inc. for Digital Eyewitness G3 Vision In-Car Video System for the Police Department vehicles; and

WHEREAS, the Township has a need to upgrade the Digital Eyewitness G3 Vision In-Car Video System, as a proprietary computer hardware and software contract pursuant to the provisions of N.J.S.A. 40A:11-5(dd) and

WHEREAS, Kustom Signals, Inc. has submitted a letter verifying that the software and hardware to the Digital Eyewitness HD In-Car Video Solution is proprietary to Kustom Signals, Inc., and Kustom Signals, Inc., will provide the upgrade equipment and support services to the Township of Mahwah for Kustom Signals Eyewitness HD In-Car Video Solution in the amount not to exceed \$21,832.00; and

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

WHEREAS, Kustom Signals, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Kustom Signals, Inc. has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract,

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah that the upgrade equipment and support services contract between Kustom Signals, Inc. and the Township of Mahwah for the upgrade of the Eyewitness HD In-Car Video Solution for the Police Department vehicles shall be awarded at a cost not to exceed \$21,832.00 as a proprietary alternate non fair and open contract the total not to exceed \$21,832.00.

BE IT FURTHER RESOLVED the Municipal Clerk shall forward a copy of this Resolution to the Business Administrator, QPA, CFO, Police Chief, and Kustom Signals, Inc., 9652 Loiret Boulevard, Lenexa, Kansas 66219-2406.

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, this 25th day of April, 2019.

Kathrine Coviello, RMC/CMC/MMC
Municipal Clerk

David May
Council President

RESOLUTION
TOWNSHIP OF MAHWAH
P.O. Box 733
MAHWAH, NJ 07430

Resolution # 168-19

Date: April 25, 2019

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

WHEREAS, the Township of Mahwah has purchased goods and monthly meeting broadcasting services from Swagit Productions, LLC, under The Interlocal Purchasing System (TIPS), a National Cooperative Purchasing Program, which exceeds the Pay-to-Play threshold of \$17,500 as stated in the NJ Local Public Contracts Law, and

WHEREAS, the Purchasing Agent has determined that the anticipated aggregate of goods and services purchases for the calendar year 2019 to Swagit Productions LLC will exceed \$17,500.00; and,

WHEREAS, Swagit Productions, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Swagit Productions, LLC. has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Mahwah authorizes the Township of Mahwah to enter into an Alternate Non-Fair and Open contract with Swagit Productions, LLC for goods and monthly meeting broadcasting services, not to exceed \$40,000.00, for the period of January 1, 2019 through December 31, 2019.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

BE IT FURTHER RESOLVED the Municipal Clerk shall forward a copy of this Resolution to the Business Administrator, QPA, Chief Financial Officer and Swagit Productions LLC, 12801 N. Central Expy, Suite 900, Dallas, TX 75243.

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, this 25th day of April, 2019.

Kathrine Coviello, RMC/CMC/MMC
Municipal Clerk

David May
Council President

RESOLUTION
TOWNSHIP OF MAHWAH
P.O. Box 733
MAHWAH, NJ 07430

Resolution # 170-19

Date: April 25, 2019

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

WHEREAS, by Resolution #133-19 dated April 4, 2019 the Mahwah Township Council did give its advice and consent to the appointment of Stephen Jaffe as Mahwah Township Chief of Police; and

WHEREAS, the Mayor has negotiated the attached contract with Chief Jaffe and recommends its approval to the Township Council;

NOW, THEREFORE, BE IT RESOLVED, that the Township Council be and hereby approves said contract and authorizes and directs the Mayor and Township Clerk to execute same; and

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution on file and available for inspection in the office of the Township Clerk and shall forward a copy of this Resolution to the Mayor, Business Administrator, HR Manager, and Chief of Police Jaffe.

I hereby certify that this resolution consisting of one page was adopted at a meeting of the Township Council of the Township of Mahwah, on the 25th day of April, 2019.

Kathrine Coviello, RMC/CMC/MMC
Municipal Clerk

David May
Council President

RESOLUTION
TOWNSHIP OF MAHWAH
P.O. Box 733
MAHWAH, NJ 07430

Resolution #171-19

Date: April 25, 2019

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

WHEREAS, Mahwah employee #243 went on sick leave on September 28, 2018; and

WHEREAS, according to the Contract Agreement between the Township of Mahwah and the employee's union, when an employee's injury, illness or disability extends beyond three months, the matter must be referred to the Township Council for their approval or disapproval.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council approves an extension of sick time for employee #243 through June 30, 2019; and

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution on file and available for inspection in the office of the Township Clerk and shall forward a copy of this Resolution to the Business Administrator, HR Manager, and the Chief of Police.

I hereby certify that this resolution consisting of one page was adopted at a meeting of the Township Council of the Township of Mahwah, on the 25th day of April, 2019.

Kathrine Coviello, RMC/CMC/MMC
Municipal Clerk

David May
Council President

RESOLUTION
TOWNSHIP OF MAHWAH
P.O. BOX 733
MAHWAH NJ 07430

Resolution # 172-19

Date: April 25, 2019

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

WHEREAS, an application has been filed for a Person-to-Person Transfer of Liquor License Number 0233-33-002-014, heretofore issued to Remington Inc.; and

WHEREAS, the submitted application form is complete in all respects, the transfer fee has been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicants are qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, the applicants have disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the license business;

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, does hereby approve effective April 26, 2019, the transfer of the aforesaid Liquor License to Mahwah Fine Dining LLC and does hereby direct the Municipal Clerk to endorse the License Certificate to the new ownership as follows: "This license, subject to all its terms and conditions, is hereby transferred to Mahwah Fine Dining LLC, effective April 26, 2019".

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 25th day of April, 2019.

Kathrine G. Coviello
Municipal Clerk

David May
Council President