

**TOWNSHIP OF MAHWAH
COMBINED WORK SESSION AND PUBLIC MEETING AGENDA
THURSDAY, JULY 22, 2021**

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

7:00PM

Meeting to be held via Zoom Remote Video/Audio Conference

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/u/acVnqpI7dR>

COUNCIL PRESIDENT'S STATEMENT

SALUTE TO THE FLAG

MOMENT OF SILENCE

- **Veterans and Those Serving in the Military**
- **Those affected by the Coronavirus**

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

WORK SESSION

SUBMISSION OF BILLS AND CLAIMS

ENGINEERING

- 1a. Hearthstone (Janice Court) Pumping Station Improvements and Litchult Lane Gravity Sewer;
Award of Bid (MTB-21-05)
- 1b. Verbal Status Report

LEGAL

- 2a. Temporary Inspection Access Agreement; Township and McKay Brothers LLC

ADMINISTRATION

- 3a. Mayoral Appointments; Environmental Commission (Alternate I and II Members)
- 3b. Mayoral Appointment; Pool Commission

ADMINISTRATION (Continued)

- 3c. Authorization to Auction Off 3 Police Vehicles
- 3d. Chapter 159; Private Donation – Sr. Center Concert
- 3e. Authorization to Reject All Bids; Bid #MTB-21-01: New DPW Facility
- 3f. Authorization to Award Bid #MTB-21-05: DPW Electrical Services
- 3g. Pay-To-Play Compliance
 - 1. Universal Electric Motor Service – Unrelated Sewer Pump Repairs
 - 2. Diamondback Airboats – Repairs for Fire Co. #1 Airboat
- 3h. Sewer Hook-Up Agreement Between Township and Borough of Franklin Lakes

TOWNSHIP COUNCIL and MUNICIPAL CLERK

- 4a. Liquor License Renewal; True Business LLC

PUBLIC PORTION

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 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

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PUBLIC MEETING

APPROVAL OF BILLS AND CLAIMS

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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PUBLIC PORTION (Continued)

- This Public Portion shall be a maximum of 30 minutes
- Speakers may only speak once during each Public Portion

ORDINANCES – PUBLIC HEARINGS

- #1941 Ordinance of the Township of Mahwah, County of Bergen, State of New Jersey, Amending Ordinance 1916 to correct Schedule of Area, Yard and Bulk Controls for Planned Residential Developments
- #1942 An Ordinance of the Township of Mahwah, County of Bergen and State of New Jersey, authorizing acceptance of an Access Easement from Ramapough Mountain Indians, Inc. on certain Real Property identified as Block 1,m Lot 131, Commonly known as 95 Halifax Road in the Township of Mahwah

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 and discussed separately.

- #259-21 Award of Bid #MTB-21-05; Hearthstone (Janice Court) Pumping Station Improvements and Litchult Lane Gravity Sewer
- #260-21 Authorization to Execute Temporary Inspection Access Agreement Between Township and McKay Brothers LLC
- #261-21 Mayoral Appointments; Environmental Commission (Alternate I and II Members)
- #262-21 Mayoral Appointment; Pool Commission
- #263-21 Authorization to Auction Off 3 Police Vehicles
- #264-21 Chapter 159; Private Donation – Sr. Center Concert
- #265-21 Bid #MTB-21-01: New DPW Facility; Rejection of Bids
- #266-21 Award of Bid #MTB-21-05: DPW Electrical Services
- #267-21 Pay-To-Play Compliance; Universal Electric Motor Service – Unrelated Sewer Pump Repairs
- #268-21 Pay-To-Play Compliance; Diamondback Airboats – Repairs for Fire Co. #1 Airboat
- #269-21 Authorization to Execute Sewer Hook-Up Agreement Between Township and Borough of Franklin Lakes
- #270-21 Liquor License Renewal; True Business LLC

OLD BUSINESS

1. Bergen County Gun Range
2. Security Cameras; Continental Soldiers and Commodore Perry Parks
3. Wildlife Management Forum
4. Repairs to Fire Trucks
5. Garbage Collection
6. Norfolk Village
7. Emergency Notification System; Municipal Parks
8. ~~Boards and Commissions Meeting Dates~~
9. Merger; Planning Board and Zoning Board of Adjustment
10. Parking at Campgaw Reservation
11. Cell Phone Charging Stations
12. Irrigation Systems
13. Electric Charging Stations

NEW BUSINESS

ADJOURNMENT

THIS AGENDA IS SUBJECT TO CHANGE.



BOSWELL ENGINEERING

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS

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

1a

July 19, 2021

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

Re: Hearthstone Pumping Station Improvements
and Litchult Lane Gravity Sewer
Recommendation of Award
Township of Mahwah
Bergen County, New Jersey
Bid No. MTB-21-05
Our File No. MA-1727

Dear Mr. Kezmarsky:

On July 16, 2021, the Township of Mahwah solicited bids for the above referenced project, received and read same at Township Hall. Four (4) bidders submitted proposals for the above referenced work. Attached hereto for your use is a copy of the Bid Summary for this project.

The project consists of the following:

BASE BID The work to be performed under this contract includes the Rehabilitation of Hearthstone Pumping Station and a new gravity sewer in Litchult Lane.

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

Based on our review of the bids submitted, we find that CMS Construction, Inc. of Plainfield, New Jersey in the amount of \$592,965.00 to be the low bidder. It should be noted that this bid amount is below our Engineer's Estimate of \$685,000.00 for this work. We reviewed the qualifications submitted by CMS Construction, Inc. and find them to be in order.

We hereby recommend award of this project to CMS Construction, Inc. at the July 22, 2021 Council Meeting.

Mr. Ben Kezmarsky
July 19, 2021
Page 2

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
Attachment

cc: Honorable Mayor and Township Council
Kathrine G. Coviello, Township Clerk
Glenn Dowson, DPW Director
Brian Vanderbeek, Mahwah Water and Sewer
Fred Semrau, Esq., Township Attorney
CMS Contracting, Inc.

210719JG11.doc

Boswell Engineering
330 Phillips Avenue
South Hackensack, NJ 07606

**HEARTHSTONE PUMPING STATION IMPROVEMENTS
AND LITCHULT LANE GRAVITY SEWER
TOWNSHIP OF MAHWAH
BERGEN COUNTY, NEW JERSEY
OUR FILE NO. MA-1727**

BID DATE: July 16, 2021 11:30 a.m.

				CMS Construction, Inc. 521 North Avenue Plainfield, NJ 07060		Hutton Construction LLC 41 Village Park Road Cedar Grove, NJ 07009		Fred Devens Construction 403 Stonetown Road Ringwood, NJ 07456		Montana Construction Corp. Inc. 80 Contant Avenue Lodi, NJ 07644					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	Mobilization	L.S.	1	\$13,397.00	\$13,397.00	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$60,000.00	\$60,000.00				
2	Maintenance and Protection of Traffic	L.S.	1	\$10,020.00	\$10,020.00	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00				
3	Allowance for Police Traffic Directors	Allowance	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00				
4	Test Holes (Price per Cubic Yard)	C.Y.	100	\$165.00	\$16,500.00	\$20.00	\$2,000.00	\$1.00	\$100.00	\$40.00	\$4,000.00				
5	Rock Excavation (Price per Cubic Yard)	C.Y.	15	\$495.00	\$7,425.00	\$250.00	\$3,750.00	\$1.00	\$15.00	\$246.00	\$3,690.00				
6	Select Fill	C.Y.	150	\$44.00	\$6,600.00	\$83.00	\$12,450.00	\$1.00	\$150.00	\$60.00	\$9,000.00				
7	8" PVC Gravity Sewer Pipe (Price per Linear Foot)	L.F.	400	\$88.00	\$35,200.00	\$560.00	\$224,000.00	\$700.00	\$280,000.00	\$525.00	\$210,000.00				
8	Replacement of Two Dry Pit Immersible Pumps	L.S.	1	\$274,000.00	\$274,000.00	\$341,023.00	\$341,023.00	\$250,000.00	\$250,000.00	\$490,000.00	\$490,000.00				
9	Generator (Price per Unit)	L.S.	1	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00	\$170,000.00	\$170,000.00	\$90,000.00	\$90,000.00				
10	Comminutor	L.S.	1	\$40,000.00	\$40,000.00	\$35,000.00	\$35,000.00	\$40,000.00	\$40,000.00	\$143,000.00	\$143,000.00				
11	Testing (Price per Linear Foot)	L.F.	400	\$8.00	\$3,200.00	\$5.00	\$2,000.00	\$1.00	\$400.00	\$22.00	\$8,800.00				
12	Soil Erosion and Sediment Control Measures	L.S.	1	\$4,950.00	\$4,950.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$2,000.00	\$2,000.00				
13	Environmental Restoration	L.S.	1	\$6,600.00	\$6,600.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$48,000.00	\$48,000.00				
14	Allowance for Unforeseen Contingencies	Allowance	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00				
15	Demolition of Litchult Lane Pump Station	L.S.	1	\$18,913.00	\$18,913.00	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$17,000.00	\$17,000.00				
16	6' High Chain-Link Fence and Gate (Price per Linear Foot)	L.F.	80	\$77.00	\$6,160.00	\$125.00	\$10,000.00	\$70.00	\$5,600.00	\$100.00	\$8,000.00				
	TOTAL				\$592,965.00		\$647,723.00		\$852,266.00		\$1,143,490.00				
	Denotes difference in amount:														



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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

MEMO TO: Township Council

FROM: Joanne Becker, QPA

DATE: July 20, 2021

SUBJECT: Award of Bid MTB #21-05 "Hearthstone Pumping Station Improvements and Litchult Lane Gravity Sewer"

The Township of Mahwah bid MTB #21-05 "Hearthstone Pumping Station Improvements and Litchult Lane Gravity Sewer" was advertised in The Bergen Record on June 23, 2021. The bid opening was held on July 16, 2021, at 11:30 AM. The Township received bids from four vendors. The list of vendors and bid proposals are included in the attached Recommendation of Award letter from Boswell Engineering.

A review of the bids, by Administration, Boswell Engineering and the Township Attorney, indicated that CMS Construction, Inc. of Plainfield NJ was the lowest responsive/responsible bidder. Therefore, Administration is requesting that Council consider at the July 22, 2021 Council meeting, a Resolution awarding Bid MTB #21-05 to CMS Construction, Inc., in the total bid amount of \$592,965.00.

Funds for award of this bid will come from Escrow Acct. #E-08-070-766 and Sewer Capital Acct. #S-116-19-865-001 and #S-16-20-885-A04.

cc: Mayor James Wysocki
Ben Kezmarsky, Business Administrator
Fred Semrau, Esq., Township Attorney
Kathrine Coviello, Township Clerk
Joseph Kovalcik, CFO
Michael Kelly, Boswell Engineering
Glenn Dowson, Director of Public Works
Brian VanderBeek, Water/Sewer Superintendent
CMS Construction, Inc.
Other bidders

Inspection Access Agreement

This Inspection Access Agreement is entered into this ____ day of July, 2021, between Township of Mahwah ("Township") with offices at 475 Corporate Drive Mahwah, NJ 07430, and McKay Brothers, LLC ("McKay Brothers") with offices at 2355 Broadway, Suite 206, Oakland, CA 94612 (together "the Parties").

1. **Background.** Township is a New Jersey municipality with authority to management the public rights-of-way located within the jurisdictional limits of the municipality. MacArthur Boulevard is a municipal street that includes various utilities installed beneath the same, including vaults for telephone, fiber optic and other communications lines (the "Property"). McKay Brothers has requested the authorization to enter onto the Property in order to inspect and evaluate the communications vaults and the Property for suitability for the placement of wireless communications equipment and for development of proposals for provision of telecommunication services.

2. **Authorization.** Township hereby grants McKay Brothers, its employees, agents, and contractors (collectively referred to hereinafter, as "McKay Brothers") the authorization to enter onto such portions of the Property as are reasonably necessary to perform its inspection. Access to the Property for inspection

shall be limited to the hours of 9:00 AM to 5:00 PM, Mondays through Fridays (excluding Holidays).

McKay Brothers shall provide proof to Township that Verizon, the owner of the vaults, has consented to McKay Brothers' proposed access and inspection prior to accessing the Property. McKay Brothers shall comply with all applicable local, state, and federal laws and regulations in connection with the inspection and shall cause all of its employees, agents, and contractors to do the same.

Nothing herein shall imply that Township has granted McKay Brothers a Lease to any portion of the Property or authority to install any communications facilities on the Property.

The entry authorization granted under this Agreement shall expire upon the completion of the inspection, or on July 31, 2021, whichever comes first, absent express written and signed extension thereof by Township.

3. **Precautions by McKay Brothers.** McKay Brothers agrees to exercise reasonable and prudent caution in connection with the entry onto the Property by McKay Brothers, and by its employees, agents, and contractors, in order to avoid any injury to person or Property, and avoid disturbance or disruption of utility operations, pedestrians or motor vehicle traffic.

4. Cost to Cure. McKay Brothers agrees to be responsible to Township for the cost of curing any damage to the Property, arising out of, or related to, the entry onto the Property by McKay Brothers, or by its employees, agents, or contractors.

5. Indemnification. McKay Brothers hereby agrees to defend, indemnify, and hold harmless Township from and against any claims for compensation for personal injury (including fatal injury), and/or for damage to real or personal property (including claims for business losses) arising out of, or related to, the entry onto the Property by McKay Brothers, and by any of its employees, agents, or contractors pursuant to this Agreement.

McKay Brothers also agrees to defend, indemnify, and hold harmless Township against any claims for damages to the vaults and other telecommunications equipment located therein, arising out of, or related to (i) the entry onto the Property by McKay Brothers, or by any of its employees, agents, and contractors, or (ii) the breach of McKay Brothers of its duties of this Agreement.

McKay Brothers further agrees to defend, indemnify, and hold harmless Township against any claims from any existing licensees who maintain or operate telecommunications equipment on the Property, including claims for alleged damages to any telecommunications equipment on the Property, itself, as well any claims or suits by third parties for any alleged disruption of

any service to such licensees, or service rendered by such licensees, arising out of, or related to (i) the entry onto the Property by McKay Brothers, or by its employees, agents, and contractors, or (ii) the breach of McKay Brothers of its duties under this Agreement.

6. Insurance. At least five business days prior to any entry onto the Property by McKay Brothers or by any of its employees, agents, or contractors, McKay Brothers shall furnish to Township reasonably satisfactory evidence of insurance in the form of certificates of insurance, in the following amounts and terms:

- a. General Liability Coverage on an occurrence basis with loss specific limits of no less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate, expressly including Products Liability, Owner-Contractors Liability, and completed operations coverages;
- b. Automobile Liability Insurance providing combined single limit (per accident) coverage of \$1,000,000;
- c. Workers' Compensation coverage conforming to NJ statutory requirements, including Employers Liability Limits of no less than

\$500,000/\$500,000/\$500,000 (each accident/each employee/policy limit);

- d. Excess/Umbrella Liability Coverage, on terms of coverage coextensive with (following the form of) primary insurance referenced hereunder with limits no less than \$1,000,000 per occurrence and in the aggregate, such that per occurrence coverage in total of \$2,000,000 shall be available, using any combination of primary and excess/umbrella coverage limits, for all coverages provided hereunder, including General Liability, Products Liability, Owner-Contractors Liability, Auto Liability, and Employer's Liability Insurance.

Each such policy shall (i) name Township as an additional insured, (ii) shall be on an occurrence basis, (iii) shall provide that it shall not be canceled without thirty (30) days prior written notice to Township (iv) shall be primary and will not seek contribution from any "other insurance" or self-insurance available to Township, (v) shall apply before any "other insurance" or self-insurance that is available to Township, and (vi) shall be written by a carrier licensed to do business in New Jersey and reasonably satisfactory to Township.

7. Prior Notice. Prior to any entry, McKay Brothers shall provide Township with at least forty-eight (48) hours' notice of the date and time of the proposed entry and the names of the individuals or entities which will be entering. Such notice shall be provided as specified in Section 11 - Notice hereof.

8. Inspection. Inspections hereunder on the Property shall be conducted continuously and completed with all customary expedition in accordance with prevailing telecommunications industry standards. The date and time for any inspection shall be agreed upon between McKay Brothers and Township, and subject to the following conditions:

- a. McKay Brothers shall, at all times during the inspection, follow the direction of Township Engineering representatives to be reasonably provided consistent with the effective conduct of the inspection.
- b. Township representatives shall be entitled to observe the inspection, the results to which shall be contemporaneously reported to Township Engineering representatives at no cost to the Township, which either party hereto may share with third parties.

9. Local, State, and Federal Laws. McKay Brothers shall conduct the inspection in conformity with all applicable local, State, and Federal statutes, regulations and rules, all of which McKay Brothers represents it is familiar and knowledgeable of as a telecommunications network operator.

10. Escrow & Costs. McKay Brothers shall deposit the sum of Two Thousand Five Hundred (\$2,500.00) Dollars into escrow with the Township to cover the cost of professional services incurred by the Township for the negotiation of this agreement. In addition, all traffic and police services required by McKay in connection with the inspection shall be contracted for as provided in the Township Code at McKay Brothers' cost.

11. Miscellaneous. This Agreement shall be governed by the laws of the State of New Jersey.

a. Integration. This Agreement contains the entire understandings of the Parties with respect to the matters addressed herein. Any prior or contemporaneous written or oral statements, communications, or understandings are expressly merged herein. This Agreement shall not be changed, amended, or modified, except upon a written agreement signed by both parties.

- b. No Lease. Nothing herein shall create any right or expectancy of entering a lease, easement, or license for the use of the Property or any other Township property or facility, other than the inspection authorization granted herein.
- c. Non-recordable. Neither party shall record this Agreement or any memorandum thereof.
- d. Expiration. All of the provisions of this Agreement, except for the authorization of entry itself, shall survive the expiration of the right of entry under this Agreement.

12. Notice. All notices hereunder ("Notice") shall be served on the following addresses via overnight mail and email where an email address is provided below:

To: Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430
Attn: Township Administrator

With a copy to: Fred Semrau, Esq.
Dorsey & Semrau
714 Main Street, P.O. Box 228
Boonton, New Jersey 07005
fsemrau@dorseysemrau.com

To: McKay Brothers, LLC
2355 Broadway, Suite 206
Oakland, CA 94612
Aaron.kolotkin@mckay-brothers.com

With a copy to:

Gregory D. Meese
Price, Meese, Shulman, & D'Arminio, P.C.
50 Tice Boulevard
Woodcliff Lake, NJ 07677
gmeese@pricemeese.com

13. No Reliance. McKay Brothers acknowledges receipt of advices from Township that regardless of outcome of the inspection hereunder, the determination as to whether Township thereafter opts to consider proposals for use of the Property for the installation of communications facilities, shall be subject to Township's sole discretion, and that Township may elect to not enter such negotiations, or elect to discontinue such negotiations, for cause, or without cause, at any time prior to execution and approval of a separate written agreement setting terms of use of the Property, and nothing herein shall give rise to any expectation of entering a lease or right-of-way use agreement, or constitute reason for McKay Brothers' reliance hereon in making business or investment decisions.

14. Non-exclusive. McKay Brothers further acknowledges that Township reserves the right to consider proposals, grant testing entrance authorizations, and otherwise negotiate or contract with other telecommunications business interested in the Property.

15. Termination. No separate consideration is being paid to Township hereunder, other than the McKay Brothers performances

expressly set forth herein, and Township therefore reserves the right to terminate the access authorization granted hereunder on forty-eight (48) hours' notice to McKay Brothers, forwarded to McKay Brothers via email addressed to the email address provided in Section 11 hereof.

16. Independent Experts. McKay Brothers and its agents, employees, and consultants possess expertise in the field of inspection of such telecommunications vaults with respect to the safety and security aspects thereof, including, but not limited to, McKay Brothers' engineering consultant, and, in conducting the inspections hereunder no reliance is being placed on Township or its agents or employees with respect to information or the condition of the Property.

WITNESS/ATTEST:

TOWNSHIP OF MAHWAH/LICENSOR

Kathrine G. Coviello
Township Clerk

By: _____
James Wysocki, Mayor

WITNESS/ATTEST:

MCKAY BROTHERS, LLC

By: _____

DATED: July ____, 2021

3a

> From: Rich Wolf [REDACTED]
> Sent: Monday, June 28, 2021 11:55 AM
> To: James Wysocki; Benjamin Kezmarsky
> Cc: Jenn Storms
> Subject: Environmental Commission: Alternate Appointments
>
> I noted that the Town Council approved adding alternates to the Environmental Commission at their last meeting.
>
> I would like to submit Mike Devaney as the 1st Alternate. He was our recommendation for the last appointment available on the Environmental Commission. He has been a past commissioner and is very interested in continuing to serve his community. In addition, I would recommend Sally Coda for the 2nd Alternate position - see her background summary in the email below. She has been an active community leader and is very interested in getting involved in our environmental issues.
>
> Please reach out to me with any questions. I appreciate your consideration to our recommendations.
>
> Thank you
> Rich Wolf
> Mahwah Environmental Commission

3b

Kathy Coviello

From: David May
Sent: Thursday, July 15, 2021 10:37 AM
To: James Wysocki; Benjamin Kezmarsky; Kathy Coviello
Subject: Pool Committee

I would like to request that Rola Salloum be appointed to the pool committee.

David May
Councilman
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

Term:
7/23/21 to 12/31/22

Car 110

2015 Ford Police Utility 3.7L V6. Starts with a boost

VIN# 1FM5K8AR9FGC51736

Vehicle will have a New Jersey title. Vehicle was used by the Police Department. Removed from service through normal rotation

ENGINE: V6 3.7L gas engine. Serviced approximately every 3,000 miles. Engine was running fair when parked.

Mileage 80,314.2

Hours: Unknown

TIRES: Fair

TRANSMISSION: Automatic.

INTERIOR: Fair. Black cloth front and vinyl rear seats. AM/FM. A/C working when parked. Comes with power: windows, door locks, tilt steering. Dual air bags. will have. Small holes for equipment. Radio, siren and spot light, and emergency lights will be removed prior to auction.

EXTERIOR: Black and white with dents, dings and scratches on driver's side, see photos. Most Antenna holes plugged or still have antenna mount present. NO jack, spare tire or hub caps. Vehicle was marked and letters partially removed

Note: All known issues and conditions are listed if this auction. This vehicle was running prior to and was pulled from service after both tail light assemblies would have needed to be replaced Mahwah Township offers no guarantee or opinion on this vehicle. We recommend an onsite inspection, to see if vehicle will meet your needs.

Car 113

2017 Ford Police Utility 3.7L V6. Starts with a boost

VIN# 2FAFP71V88X134976

Vehicle will have a New Jersey title. Vehicle was used by the Police Department. Removed from service after coils blew and were not replaced, vehicle stalled.

ENGINE: V6 3.7L gas engine. Serviced approximately every 3,000 miles. Engine was running poorly when parked.

Mileage 106,791

Hours: Unknown

TIRES: Fair

TRANSMISSION: Automatic.

INTERIOR: Fair. Black cloth front and vinyl rear seats. AM/FM. A/C working when parked. Comes with power: windows, door locks, tilt steering. Dual air bags. will have. Small holes for equipment. Radio, siren and spot light, and emergency lights will be removed prior to auction.

EXTERIOR: Black with minor dents, dings and scratches, see photos. Most Antenna holes plugged or still have antenna mount present. NO jack, spare tire or hub caps. Vehicle was marked and letters partially removed

Note: All known issues and conditions are listed if this auction. This vehicle was running poorly prior to coil issue and was pulled from service. Mahwah Township offers no guarantee or opinion on this vehicle. We recommend an onsite inspection, to see if vehicle will meet your needs.

Car 123

2014 Ford Police Utility 3.7L V6. May Start with a boost, battery totally dead.

VIN# 1FM5K8AR0EGA92183

Vehicle will have a New Jersey title. Vehicle was used by the Police Department. Removed from service through normal rotation in early 2020.

ENGINE: V6 3.7L gas engine. Serviced approximately every 3,000 miles. Engine was running fair when parked.

Mileage 101,975

Hours: Unknown

TIRES: Fair

TRANSMISSION: Automatic.

INTERIOR: Fair. Black cloth front and vinyl rear seats. AM/FM. A/C working when parked. Comes with power: windows, door locks, tilt steering. Dual air bags. will have. Small holes for equipment. Radio, siren and spot light, and emergency lights will be removed prior to auction.

EXTERIOR: Black and white with dents, dings and scratches throughout vehicle, see photos. Most Antenna holes plugged or still have antenna mount present. NO jack, spare tire or hub caps. Vehicle was marked and letters partially removed

Note: All known issues and conditions are listed if this auction. This vehicle was running fair prior to and was pulled from service Mahwah Township offers no guarantee or opinion on this vehicle. We recommend an onsite inspection, to see if vehicle will meet your needs.

3d

SPECIAL ITEM OF REVENUE AND APPROPRIATION - CHAPTER 159

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item appropriation for an equal amount, and

WHEREAS, the Township of Mahwah has been awarded a private donation of \$870.43 for a Senior Center Concert and wishes to amend its 2021 budget to include this amount as a revenue;

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Township of Mahwah hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2021 in the sum of \$870.43 which is now available as a revenue from:

Miscellaneous Revenues:

Special Items of General Revenue Anticipated with
Prior Written Consent of the Director of Local Government
Services:

Public and Private Revenues Off-Set with Appropriations:

Other Grants:

Private Donation - Senior Center Concert, and

BE IT FURTHER RESOLVED that a like sum of \$870.43 be and hereby appropriated under the caption of:

General Appropriations

(a) Operations Excluded from "CAPS"

Public and Private Programs Off-Set by Revenues:

Other Grants:

Private Donation - Senior Center Concert

Budget Amendment Certification Form, Appropriations Offset by Revenue

Counties/Municipalities (NJSA 40A:4-87) or Fire Districts (NJSA 40A:14-78.5)

Resolution Date: 7/22/2021Resolution # XXX-21

Muni Code 0233 Organization Name 0233 Mahwah Township - County of Bergen

Fiscal Year 2021 ☒ Calendar Year ☐ State Fiscal Year ☐ Transitional year

Revenue Title Miscellaneous - Entered Manually Amount \$ 870.43

Description _____

Appropriation Title Miscellaneous - Entered Manually Amount \$ 870.43

Description Private Donation - Senior Center Concert

Local Match _____ Amount _____

Municipalities and Counties only	Chapter 85 - Title and Text
Appropriation (From) Title	Amount
Appropriation (To) Title	Amount

By electronic transmittal of this form the County Clerk of the Board/Municipal Clerk/Fire District Executive Director certify that this resolution, reference above and included as an attachment with this form, is a true resolution and was properly adopted by the respective governing body

By electronic transmittal of this form the County/Municipality CFO or the Fire District Accountant certifies that this revenue has been realized and/or is in receipt of written notification from the funding source cited in the resolution and included as an attachment with this form and that the revenue/appropriation identified above meets all statutory requirements and that the Annual Operating Budget has been amended to include this item of revenue/appropriation.

☒ By checking this box, I am swearing that the above statement is true. (The Email function will not work until you acknowledge the above statement as true)

Kathrine Coviello

County Clerk of the Board, Municipal Clerk, or Fire District Director

Municipal Clerk

Title of Certifying Officer

kcoviello@mahwahtwp.org

Email Address

201-529-5757 x230

Telephone Number

Joseph Kovalcik Jr.

County/Municipal CFO or Fire District Accountant

Chief Financial Officer

Title of Certifying Officer

jkovalcik@mahwahtwp.org

Email Address

201-529-5757 x256

Telephone Number

Approval is hereby given to the cited resolution adopted by the governing body pursuant to N.J.S.A.40A: 4-87

For Director, Division of Local Government Services by:

New

Approved Date:

Duly Appointed Designee



3e

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

MEMO TO: Township Council

FROM: Joanne Becker, QPA

DATE: July 19, 2021

SUBJECT: Bid MTB #20-01, New Mahwah DPW Facility
Recommendation to Reject all Bids

The Township of Mahwah Bid MTB #20-01, New DPW Facility was advertised in The Bergen Record on April 26, 2021. The bid opening was held on June 8, 2021, at 11:30 AM. Fifty-three bids were requested and thirteen bids were received. Please see the attached bid results sheet for the complete list of bidders and pricing. The low three bids were received from:

DMD Contracting, LLC
15 Corporate Drive
Wayne, NJ 07470
Total bid: \$28,279,500

Benard Associates, Inc.
321 Hamburg Turnpike
Wayne, NJ 07470
Total bid: \$28,676,900

Dobco, Inc.
One Geoffrey Way
Wayne, NJ 07470
Total bid: \$29,160,000

A review of the bids by Administration and the RSC Architects indicated that the lowest bid submitted substantially exceeds the cost estimates for the goods or services.

Therefore, it is the recommendation of this office to reject bid MTB #21-01, pursuant to N.J.S.A. 40A:11-13.2(a).

Administration requests that a Resolution be considered at the July 22, 2021 Council meeting, to reject Bid MTB #21-01, New Mahwah DPW Facility.

C: Mayor James Wysocki
Ben Kezmarsky, Business Administrator
Fred Semrau, Esq., Township Attorney
Kathrine Coviello, Township Clerk
Joseph Kovalcik, CFO
Chris Brand, RSC Architects
Ralph Walker, RSC Architects
Jim Napolitano, Mast Construction
Unsuccessful bidders



July 19, 2021

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

**Re: New Mahwah DPW Facility
Bid Rejection
RSC Project # 123.19.001**

Dear Mr. Kezmarsky:

RSC has had the opportunity to review the bids for the new Mahwah Department of Public Works project. At this time, we recommend that the town reject all bids as the prices received exceed the available budget.

We have attached a copy of the bid results for your review. Please have your Attorney review all documentation for compliance with New Jersey Public Bidding laws. Should you have questions or concerns, please do not hesitate to contact this office.

Regards,

A handwritten signature in blue ink, appearing to read 'Ralph Walker'.

RSC Architects

Ralph Walker RA LEED AP CSI CDT
Senior Project Manager

BID TABULATION								
PROJECT NAME		NEW MAHWAH DPW FACILITY						
PROJECT NUMBER		123.19.001						
PROJECT OWNER:		TOWNSHIP OF MAHWAH						
Bid Date		6/22/2021						
Bid Time		11:30AM						
	BIDDERS	TOTAL LUMP SUM BID (INCLUDES ALLOWANCES)	ADD ALT #1 WASH BAY EQUIP.	ADD ALT #2 FUELING CANOPY	ADD ALT #3 EPOXY FLOORS	ADD ALT #4 SOLAR TUBES	ADD ALT #5 EV CHARGING	ADD ALT #6 SOLAR ARRAY
1	ALNA Construction Corp.	\$ 29,818,000	\$ 395,000	\$ 200,000	\$ 110,000	\$ 440,000	\$ 10,000	\$ 885,000
2	Bernard Associates	\$ 26,737,000	\$ 379,000	\$ 68,000	\$ 115,000	\$ 417,000	\$ 9,900	\$ 951,000
3	Brockwell & Carrington Contractors, Inc.	\$ 28,797,000	\$ 350,000	\$ 145,000	\$ 105,000	\$ 390,000	\$ 5,000	\$ 800,000
4	Delric Construction, Inc.	\$ 32,145,000	\$ 425,000	\$ 180,000	\$ 130,000	\$ 195,000	\$ 55,000	\$ 900,000
5	DMD Contracting	\$ 26,710,000	\$ 345,000	\$ 61,000	\$ 78,000	\$ 290,000	\$ 5,500	\$ 790,000
6	DMR Construction	\$ 30,299,915	\$ 447,643	\$ 176,400	\$ 122,400	\$ 491,580	\$ 78,500	\$ 1,154,400
7	Dobco, Inc.	\$ 27,630,000	\$ 300,000	\$ 100,000	\$ 90,000	\$ 260,000	\$ 5,000	\$ 775,000
8	Epic Builds	\$ 28,497,000	\$ 389,000	\$ 159,000	\$ 105,000	\$ 329,000	\$ 25,000	\$ 827,000
9	Gemstar Construction Corp.	\$ 42,832,690	\$ 430,000	\$ 144,000	\$ 189,400	\$ 259,700	\$ 21,900	\$ 1,038,800
10	Joseph A. Natoli	\$ 29,337,000	\$ 390,000	\$ 145,000	\$ 190,000	\$ 300,000	\$ 6,000	\$ 825,000
11	M & M Construction	\$ 30,200,000	\$ 390,000	\$ 70,000	\$ 45,000	\$ 220,000	\$ 6,000	\$ 840,000
12	RCC Builders & Developers, Inc.	\$ 35,761,000	\$ 403,474	\$ 86,860	\$ 186,483	\$ 326,148	\$ 4,668	\$ 1,194,325
13	Worth Construction	\$ 30,237,000	\$ 340,000	\$ 135,000	\$ 118,000	\$ 375,000	\$ 10,000	\$ 975,000

Prepared by RSC ARCHITECTS



3f

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: July 19, 2021

TO: Township Council

FROM: Joanne Becker, QPA

RE: MTB #21-12 "Township of Mahwah DPW Electrical Services"

At the request of Administration and the DPW, specifications and solicitation of bids for MTB #21-12 "Township of Mahwah DPW Electrical Services", were processed and advertised, with a return date of June 30, 2021. Five bids were requested and bids were received from three vendors:

SAL Electric Co., Inc.

83 Fleet Street

Jersey City, NJ 07306

Foreman \$ 110.52 /hr.

Journeyman \$ 92.46 /hr.

Appr/Helper \$ 30.00 /hr.

10% materials mark up from cost

Vanore Electric Inc.

145 Lexington Ave.

Hackensack, NJ 07601

Foreman \$110.51 /hr.

Journeyman \$ 94.46 /hr.

Appr/Helper \$ 56.58 /hr.

10% materials mark up from cost

JC Electric, Inc.

60 Whitney Road, Suite #15

Mahwah NJ 07430

Foreman \$ 110.51 /hr.

Journeyman \$ 106.50 / hr.

Appr/Helper \$ 40.15 / hr.

10% materials mark up from cost

A review of the bids by Administration and DPW, indicated that SAL Electric Co., Inc. was the apparent lowest responsive/responsible bidder. See the attached bid summary with the approximate number of hours, for calculation purposes, as per the bid specs.

Electrical services is a Public Works contract and must adhere to N.J.S.A. 34:11-56.25 et seq., and to all requirements of the New Jersey Prevailing Wage Act.

Administration contacted SAL Electric Co., Inc. and requested confirmation that they acknowledge that the Township will be billed as per the contractor's bid hourly rates. However, the contractors must pay their employees the NJ Prevailing Wage Rate hourly rates as of current posting and submit certified payroll records with the NJ Department of Labor.

SAL Electric Inc. confirmed that they will comply with N.J.S.A. 34:11-56.25 et. seq., and their employees will be paid the required published prevailing wage rates. However, the Township will be charged the hourly rates as included in their bid.

Therefore, it is the recommendation of Administration and the DPW that a Resolution be considered at the July 22, 2021 Township Council meeting to award MTB#21-12 "Township of Mahwah DPW Electrical Services" to the lowest responsive/responsible bidder Sal Electric Co., Inc., for the hourly rates as bid, plus a 10% mark up from contractor's cost on all materials, for a 12-month contract with an automatic renewal of an additional 12 months at the same hourly rate, commencing July 28, 2022.

Funds for the award of this bid are from accounts 1-01-C02-203 1-01-C03-203; 1-01-C03-236; 1-01-C04-203; 1-01-C09-203; 1-01-G01-203; 1-01-K02-203; and 1-01-N01-203, and the same accounts in years 2022 and 2023 upon budget approval.

/jb

cc: Mayor James Wysocki
Ben Kezmarsky, Business Administrator/QPA
Fred Semrau, Esq., Township Attorney
Kathrine Coviello, Township Clerk
Joseph Kovalcik, CFO
Glenn Dowson, DPW Dir.
SAL Electric, Inc.
JC Electric, Inc.
Vanore Electric

BIDDERS	SAL ELECTRIC	JC ELECTRIC	VANORE ELECTRIC		
FOREMAN - HRLY RATE	\$ 110.52	110.51	110.51		
FOREMAN RATE X 50 HRS	\$ 5,526.00	\$ 5,525.50	\$ 5,525.50	\$ -	\$ -
JOURNEYMAN	\$ 92.46	106.5	94.46		
JOURNEYMAN RATE X 100 HRS	\$ 9,246.00	\$ 10,650.00	\$ 9,446.00	\$ -	\$ -
APPRENTICE/HELPER RATE	\$ 30.00	40.15	56.58		
APPRENTICE/HELPER RATE X 25 HRS	\$ 750.00	\$ 1,003.75	\$ 1,414.50	\$ -	\$ -
TOTAL HOURLY RATE CALCULATED	\$ 15,522.00	\$ 17,179.25	\$ 16,386.00	\$ -	\$ -



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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: July 15, 2021

TO: Township Council

FROM: Joanne Becker, QPA

RE: Universal Electric Motor Service Inc. Alternate Non-Fair and Open Contract

NUMBER OF PAGES INCLUDING THE COVER PAGE: 1

The Water and Sewer Department has solicited quotes for various water and sewer pump mechanical repairs in the Township. Universal Electric Motor Service, Inc. has submitted the lowest responsive/responsible quotes for such unrelated repairs, in which the aggregate is below the \$44,000.00 bid threshold, but is expected to exceed the Pay to Play \$17,500.00 threshold within a one year period.

Administration has requested and received a Business Entity Disclosure Certification from Universal Electric Motor Service, Inc.

Therefore, pursuant to N.J.S.A. 19:44A-20.4 et seq., Administration is requesting that the Township Council consider at the July 22, 2021 Council meeting, a resolution recognizing the approval of an alternate non-fair and open contract to Universal Electric Motor Service, Inc., as the lowest responsive/responsible vendor for unrelated goods and repair services, not to exceed \$44,000.00, for the year 2021.

c: Mayor James Wysocki
Ben Kezmarsky, Business Administrator
Fred Semrau, Esq., Township Attorney
Kathrine Coviello, Township Clerk
Joseph Kovalcik, CFO
Brian VanderBeek, Water & Sewer Dept.
Sean Templin, Water & Sewer Dept.



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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: July 15, 2021

TO: Township Council

FROM: Joanne Becker, QPA

RE: Diamondback Manufacturing, dba Diamondback Airboats
Non-Fair and Open Compliant Contract

NUMBER OF PAGES INCLUDING THE COVER PAGE: 1

The Township of Mahwah Fire Department, solicited a quote for repair to the Fire Department Diamondback Airboat at Fire Company #1. The replacement of the hull and repairs superstructure of the airboat must made by the manufacturer, Diamondback Manufacturing, dba Diamondback Airboats, to secure the warranty and integrity of the airboat. The quote received is in the amount of \$26,457.00, which is within the Local Public Contract Law \$44,000 bid threshold, but it exceeds the \$17,500.00 Pay to Play threshold.

Administration has requested and received a Business Entity Discloser Certification from Diamondback Manufacturing, dba Diamondback Airboats.

Therefore, pursuant to N.J.S.A. 19:44A-20.4 et seq., Administration is requesting that the Township Council consider at the July 22, 2021 Council meeting, a resolution recognizing the approval of a non-fair and open compliant contract to Diamondback Manufacturing, dba Diamondback Airboats, 1060 Cox Road, Cocoa, Florida 32926, for repairs to the Township of Mahwah Diamondback Airboat not to exceed \$44,000.00, for the one year period ending 7/21/2022.

c: Mayor James Wysocki
Ben Kezmarsky, Business Administrator
Fred Semrau, Township Attorney
Kathrine Coviello, Township Clerk
Joseph Kovalcik, CFO
Cord Meyer, Fire Chief
Diamondback Airboats



4a

PHILIP D. MURPHY
Governor

STATE OF NEW JERSEY
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL
P.O. BOX 087
TRENTON, NJ 08625-0087
PHONE: (609) 984-2830 FAX: (609) 633-6078
WWW.NJOAG.GOV

GURBIR S. GREWAL
Attorney General

SHEILA Y. OLIVER
Lt. Governor

JAMES B. GRAZIANO
Director

July 8, 2021

Jim Zhang
True Business LLC
11 Lana Drive
Parsippany, NJ 07054

**RE: SPECIAL RULING TO PERMIT RENEWAL OF INACTIVE LICENSE PURSUANT TO N.J.S.A. 33:1-12.39
FOR THE 2021 – 2022 AND 2022 - 2023 LICENSE TERM(S); LIC. NO. 0233-33-003-007;
LIC. NAME: TRUE BUSINESS LLC; DOCKET NO. 06-21-471; JOB NO. 454987**

Dear Petitioner:

Enclosed please find a Special Ruling to permit consideration of a renewal application for the above referenced inactive license pursuant to N.J.S.A. 33:1-12.39. As noted in the enclosed document, this Ruling merely determined that good cause exists for the issuing authority to consider your application. It is now within the purview of the local issuing authority to either grant or deny your renewal application in the reasonable exercise of its discretion.

Be advised that if your license is merely inactive and is sited at a premises, in order to activate this license during any of the license terms referenced above, you are required to file an amendment to your license application pursuant to N.J.A.C. 13:2-2.14. To properly file the amendment, pages 1, 2, and 11 of the 12-page license application must be filed with the local issuing authority not more than 10 days prior to, or 10 days after, opening the business. The local issuing authority will then present you with a current license certificate which must be prominently displayed where it can be readily seen by customers. N.J.A.C. 13:2-23.13(a)1.

However, if your license is a "pocket license," (a license not sited at a premises) and you wish to activate your license at a premises during any of the license terms referenced above, you must file a full 12-page application transferring the license from "pocket" status to the intended premises. Please contact your local issuing authority to comply with all requirements regarding the transfer.

I suggest that you contact the local issuing authority immediately to determine what steps are necessary to complete your license application renewal process.

Very truly yours,
GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

Jillian Mahoney

By: _____

Jillian Mahoney
Deputy Attorney General

Cc: Municipality VIA EMAIL
ABC Licensing VIA EMAIL



**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL**

LICENSE NO. 0233-33-003-007

DOCKET NO. 06-21-471

JOB NO. 454987

IN THE MATTER OF THE APPLICATION TO)	
PERMIT THE RENEWAL OF AN INACTIVE)	
LICENSE PURSUANT TO N.J.S.A. 33:1-12.39)	SPECIAL RULING
FOR THE 2021 – 2022 AND 2022 - 2023)	
LICENSE TERM(S))	
TRUE BUSINESS LLC)	

BY THE DIRECTOR:

The petitioner or licensee has filed a verified petition requesting authorization for the local issuing authority to consider a renewal application for License No. 0233-33-003-007 for the 2021 – 2022 and 2022 - 2023 license term(s) pursuant to the provisions of N.J.S.A. 33:1-12.39.

I have reviewed the petition filed in this matter and have considered all the facts and circumstances related to the inactive status of this license. I find that the petitioner or licensee has established good cause in accordance with the statutory requirements to warrant an application for renewal of the license for the license term(s).

Accordingly, the municipal issuing authority is hereby authorized to consider the application for renewal of the subject license for the 2021 – 2022 and 2022 - 2023 license term(s), and to thereupon grant or deny said application in the reasonable exercise of its discretion. This authorization does not abrogate the licensee's obligation to timely submit the license renewal application and requisite fees prior to any consideration of renewal, including obtaining a tax clearance.

Please note that the approval granted herein is conditional, and is based upon the representations set forth in the petitioner's notarized letter(s). This approval is subject to review and/or modification should the factual circumstances warrant.



JAMES B. GRAZIANO
DIRECTOR

DATED: July 8, 2021

JBG/JM/AL





Board of Adjustment x 245

Township Of Mahwah

Municipal Offices: 475 Corporate Drive
P.O. Box 733 • Mahwah, NJ 07430
Tel 201-529-5757 • Fax 201-512-0537

Property Maintenance x 246

Zoning/Planning Board x 245

MEMORANDUM

TO: Ms. Kathrine Coviello, Township Clerk
Mayor James Wysocki and Township Council

FROM: Ms. Geraldine Entrup, Administrative Officer

RE: Ordinance No. 1941 – An Ordinance of the Township of Mahwah, County of Bergen, State of New Jersey, Amending Ordinance 1916 to Correct Schedule of Area, Yard and Bulk Controls for Planned Residential Developments

DATE: July 19, 2021

As per your memorandum dated July 9, 2021, Ordinance No. 1941 was adopted by the Township Council at their July 8, 2021 meeting. Your letter specified that the Town Council Public Hearing was scheduled for July 22, 2021.

The Planning Board reviewed the Ordinance at their meeting on July 12, 2021, finding that it was consistent with the Township Master Plan. A Resolution is expected to be adopted at the Planning Board's next regularly scheduled meeting. Once adopted, a copy of the Resolution will be provided.

Should you have any questions or require additional information, please do not hesitate to contact me. Thank you.

Sincerely,

Geraldine Entrup
Administrative Officer

GE/mjw

cc: Mr. B. Kezmarsky, Business Administrator
Mr. F. Semrau, Esq., Township Attorney
Mr. P. Scandariato, Esq., Planning Board Attorney
Mr. N. Dickerson PP, AICP, CFM, Colliers Engineering and Design, Inc.

**TOWNSHIP OF MAHWAH
ORDINANCE NO. 1941**

**ORDINANCE OF THE TOWNSHIP OF MAHWAH, COUNTY OF
BERGEN, STATE OF NEW JERSEY, AMENDING ORDINANCE 1916 TO
CORRECT SCHEDULE OF AREA, YARD AND BULK CONTROLS FOR
PLANNED RESIDENTIAL DEVELOPMENTS**

WHEREAS, on October 15, 2020, the Township of Mahwah adopted Ordinance 1916, which substantially revised Chapter 24, Zoning, of the Township Code to address various issues and legal changes that had occurred since that last revision of Chapter 24; and

WHEREAS, during the recent codification of Ordinance 1916, it was discovered that the existing rear setback requirements, as well as headers for the front, side and rear setbacks, had been inadvertently omitted from Ordinance 1916's "Schedule of Area, Yard and Bulk Controls for Planned Residential Developments," (the "Schedule") located on page 170 of Ordinance 1916, as highlighted in the corrected Schedule ("Corrected Schedule") attached hereto and made a part hereof; and

WHEREAS, it was never the intention of the Township Council and Planning Board in adopting Ordinance 1916 to eliminate the above setback requirements and headers from Chapter 24, and the omission was due solely to a technical issue that occurred when the file was electronically manipulated and exported; and

WHEREAS, the Township Planner and Township Administrative Officer have reviewed the Corrected Schedule and recommend that the Ordinance 1916 (page 170), and Chapter 24 (Attachment 6), be repealed and replaced with the Corrected Schedule.

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

SECTION 1. Ordinance 1961 (page 170) and Chapter 24 (Attachment 6), Schedule of Area, Yard and Bulk Controls for Planned Residential Developments, are hereby repealed and replaced with Exhibit A, attached hereto.

SECTION 2. All ordinances of the Township of Mahwah that are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of such inconsistency.

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

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

**SCHEDULE OF AREA, YARD AND BULK CONTROLS
FOR PLANNED RESIDENTIAL DEVELOPMENTS
TOWNSHIP OF MAHWAH**

Requirements	Single Family Uses		Townhouse Uses **		Garden Apartment Uses		Single Family Semidetached Use	Adult Home Use
	PRD4	PRD6	PRD4	PRD6	PRD4	PRD6	PRD4S	PRD4S
Minimum Lot Area (square feet)	14,500	10,800	3,000	2,500	Not Applicable		4,400***	1,200****
Minimum Lot Width (feet)	125	100	30	25	200	200	40	22
Maximum Improved Lot Coverage (percent)	50	50	70	70	75	75	36	50
Maximum Lot Coverage (percent)	30	30	50	50	25	25	28	33
Minimum Required Yards (feet)								
Front	30	30	25	25	50	50	20	20
Side: One	10	10	--*	--*	30	30	10	8
Side: Both (if provided)	25	20	--	--	60	60	10	8
Rear	30	25	25	25	75	75	10	10

NOTES:

* None required, but where provided, a minimum of twenty (20') feet, except where abutting a street, a minimum of twenty-five (25') feet.

** No building group in the PRD4 Zone shall exceed the lesser of six (6) dwelling units or one hundred eighty (180') feet in any horizontal dimension, and no building group in the PRD6 Zone shall exceed the lesser of eight (8) units or one hundred eighty (180') feet in any horizontal dimension.

*** Overall unit density shall not exceed 3.55 units per acre dedicated to such use.

**** Overall unit shall not exceed eleven (11) units per acre dedicated to such use and unit size shall not exceed one thousand (1,000) square feet in total floor area, basements and garages excluded.

**TOWNSHIP OF MAHWAH
ORDINANCE #1942**

AN ORDINANCE OF THE TOWNSHIP OF MAHWAH, COUNTY OF BERGEN AND STATE OF NEW JERSEY, AUTHORIZING ACCEPTANCE OF AN ACCESS EASEMENT FROM RAMAPOUGH MOUNTAIN INDIANS, INC. ON CERTAIN REAL PROPERTY IDENTIFIED AS BLOCK 1, LOT 131, COMMONLY KNOWN AS 95 HALIFAX ROAD, IN THE TOWNSHIP OF MAHWAH

WHEREAS, the Township of Mahwah is desirous of acquiring an access easement on certain real property situated in the Township of Mahwah, County of Bergen, State of New Jersey, hereinafter described; and

WHEREAS, the Local Lands and Buildings Law, more specifically N.J.S.A. 40A:12-3, 4 and 5, provides the necessary authorization for the acquisition of real property by the Township; and

WHEREAS, Ramapo Mountain Indians, Inc, the owner of the property identified as Block 1, Lot 131, has prepared an Access Easement Agreement ("Access Agreement") that provides for the conveyance of an access easement ("Access Easement") to the Township, as more fully described in the Access Agreement attached hereto as Schedule A; and

WHEREAS, the Township Attorney and Township Engineer have reviewed the Access Easement Agreement and find same to be in acceptable form; and

WHEREAS, the Township Council of the Township of Mahwah does hereby determine to accept said Access Easement as needed for a public purpose.

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

SECTION 1. The Township of Mahwah hereby accepts an Access Easement from Ramapo Mountain Indians, Inc., identified as Block 1, Lot 131 and consisting of approximately 9,300 square feet, in exchange for consideration in the amount of \$10,000.00.

SECTION 2. The Mayor and Township Clerk are hereby authorized and directed to execute the Access Agreement attached hereto as Schedule A, as well as any other documents required for the acquisition of the aforesaid Access Easement.

SECTION 3. If any section, paragraph, subsection, clause or provision of this ordinance shall be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any part thereof.

SECTION 4. All ordinances or parts of ordinances of the Township heretofore adopted that are inconsistent with any of the terms and provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 5. This Ordinance shall take effect twenty (20) days after final passage, adoption and publication according to law.

ATTEST:

Kathrine Coviello, Clerk

James J. Wysocki, Mayor

Record and Return to:
Debbie Kramer Gregg, Esq.
Sills Cummis & Gross P.C.
One Riverfront Plaza
Newark, NJ 07102

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("Agreement") is made and executed as of this 12 day of April, 2021, by and between Ramapough Mountain Indians, Inc., a New Jersey nonprofit corporation, having an address at 189 Stag Hill Rd., Mahwah, NJ 07430 ("**Grantor**"), and the Township of Mahwah, a public entity of the State of New Jersey, with offices at Municipal Building Complex, 475 Corporate Drive, Mahwah, NJ 07430 ("**Grantee**"). Grantor and Grantee are sometimes collectively or generically referred to herein as the "**Parties**."

RECITALS:

WHEREAS, Grantor is the owner of the property in the Township of Mahwah, Bergen County, New Jersey known as Lot 131 in Block 1 as shown on the tax maps of the Township of Mahwah ("**Ramapough Property**"); and

WHEREAS, the Ramapough Property is adjacent to property owned and/or operated by Grantee on which a park known as Continental Soldier's Park (the "**Park**") is located; and

WHEREAS, the Park contains an approximately one-mile walking trail known as the Lake Henry Loop (the "**Trail**"), a portion of which is located on the southeast portion of the Ramapough Property; and

WHEREAS, Grantee has requested that Grantor grant access easement over the portion of the Ramapough Property on which the Trail is located, and Grantor has agreed to grant the easement upon the terms and conditions contained herein.

NOW THEREFORE, Grantor and Grantee, for Ten-Thousand Dollars (\$10,000.00), the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Recitals and Exhibits. The Recitals set forth above and Exhibits A through E attached hereto are hereby incorporated by reference in and made a part of this Agreement as if set forth at length herein.

2. Grant of Access Easement. Grantor hereby grants and conveys to Grantee, subject to all the terms and provisions of this Agreement, a perpetual, non-exclusive easement ("**Access Easement**") over, on, and through a portion of the Ramapough Property as more particularly shown on Exhibit A as the "Dirt Trail" ("**Easement Area**"). Exhibits B through E attached hereto further show the current condition of the Easement Area and its surroundings as of the recording of this Agreement. The Access Easement granted herein is intended to be limited to the Easement Area and is not intended to grant the right of access to Grantee or its permittees, to any other property within the Ramapough Property.

3. Purpose of Easement. This Access Easement is dedicated to Grantee for the benefit of public use, for the limited purpose of pedestrian access to the portion of the Trail located on the Easement Area. No motor vehicles shall be permitted to access the Trail, including ATVs or other recreational vehicles.

4. Restrictions and Obligations. This Agreement and all rights granted pursuant to this Agreement to Grantee are expressly subject to the following restrictions and obligations:

(a) Compliance with Regulations. At all times from and after the date of recording of this Agreement, Grantee will comply with all applicable laws, ordinances, rules and regulations having applicability to Grantee's use and enjoyment of the Easement Area and the rights granted pursuant to this Agreement. All regulations and restrictions applicable to the Trail and enforced by the Grantee, shall be applicable to the use of the Easement Area, including hours of operation.

(b) Maintenance. It is specifically understood and agreed that Grantee will maintain, at its own cost and expense the portion of the Trail within the Easement Area, including routine maintenance and cleaning. The surface of the trail will remain as a dirt trail. Grantee shall not alter the location or surface of the Trail without the prior written consent of Grantor's governing council, which is not to be unreasonably withheld.

(c) Indemnification. Grantee will indemnify, defend and hold Grantor harmless from and against all liabilities, demands, losses, claims, costs, actions, suits, damages, fines, penalties, judgments, costs and expenses of any kind or nature expenses or demands (collectively, "**Claims**") suffered as a result of Grantee's activities within the Easement Area and the public's use of the Easement Area.

(d) Insurance. Grantee will maintain or cause to be maintained with respect to the Easement Area, commercial general liability insurance insuring against losses on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by, the condition or use by Grantee or its contractors, agents, employees and permittees of the Easement Area. Such insurance will be carried by an insurance company or companies qualified to do business in the State of New Jersey and having limits for loss of life or bodily injury in the amounts of not less than \$1,000,000.00 combined single limit for bodily injury or property damage, subject to an aggregate of \$2,000,000.00 and shall name Grantor as an additional insured.

5. Parties Liable. This Agreement is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

6. Binding Agreement. The terms "Grantors" and "Grantee" as used in this Agreement will be deemed to mean their respective heirs, successors and assigns, and this Agreement will inure to the benefit of and be binding upon Grantor, Grantee and their respective heirs, successors and assigns. Notwithstanding the foregoing, Grantee shall not assign its rights and interests under this Agreement without the prior express written consent of Grantor, which consent may be granted or withheld at Grantor's sole discretion.

7. All Agreements. This Agreement covers all the agreements between the Grantor and Grantee relating to the Easement Area and no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement.

8. Modification. This Agreement may not be modified, changed or waived orally, but only by an instrument or instruments in writing signed by the authorized representatives of the parties to this Agreement.

9. Miscellaneous.

(a) Notice. All notices or other communications required or permitted to be given under the terms of this Agreement shall be in writing and shall be: (i) sent by nationally-recognized courier, or (ii) hand-delivery. Notices shall be deemed received on the next business day following the day on which they are sent if sent by nationally recognized overnight courier. All Notices shall be sent to the following:

If to Grantor: Ramapough Mountain Indians, Inc.
189 Stag Hill Rd.
Mahwah, NJ 07430
Attention: Chief of Ramapough Lenape Nation

With a copy to: Center for Constitutional Rights
666 Broadway, 7th Floor
New York, NY 10012
Attention: Rachel A. Meeropol

If to Grantee: Township of Mahwah
Municipal Building Complex
475 Corporate Dr.
Mahwah, NJ 07430
Attention: Township Clerk

With a copy to: Township of Mahwah
475 Corporate Dr.
Mahwah, NJ 07430
Attention: Township Attorney

(b) Singular, Plural and Gender. In this Agreement, all terms used in the singular shall be deemed to include the plural and vice versa, as the context requires. The masculine shall be deemed to include the feminine and the neuter as the context requires. The feminine shall be deemed to include the masculine and the neuter as the context requires. The neuter shall be deemed to include the masculine and the feminine as the context requires.

(c) Construction. This Agreement shall not be constructed in accordance with any law, custom, decision or canon providing for construction against the draftsman hereof, this Agreement having been negotiated equally by the Parties hereto.

(d) Severability. In the event that any one or more of the provisions of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, such determination will not render the remainder of this Agreement void or unenforceable, and accordingly the remaining provisions of this Agreement shall remain in full force and effect.

(e) Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey, except for those laws governing choice of law.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seal the day and year first above written.

WITNESS:

Grantor:

Ramapough Mountain Indians, Inc

By: _____

Name: _____

Title: _____

WITNESS:

Grantee:

Township of Mahwah

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF NEW JERSEY

)

) SS.

COUNTY OF

)

BE IT REMEMBERED that on this _____ day of _____, 2021, before me, the subscriber, _____, a(n) Notary Public/Attorney at Law of New Jersey, personally appeared _____ who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that:

1. he/she is the _____ of the Township of Mahwah, a New Jersey the New Jersey public entity named in the within instrument;
2. the execution, as well as the making of this instrument, has been duly authorized by the Company; and
3. he/she signed and delivered this instrument as the voluntary act and deed of the Company.

Sworn to and subscribed before me this _____
day of _____, 2021

Name: _____

a(n) Notary Public/Attorney-at-Law of New Jersey

EXHIBIT A

Exhibit A

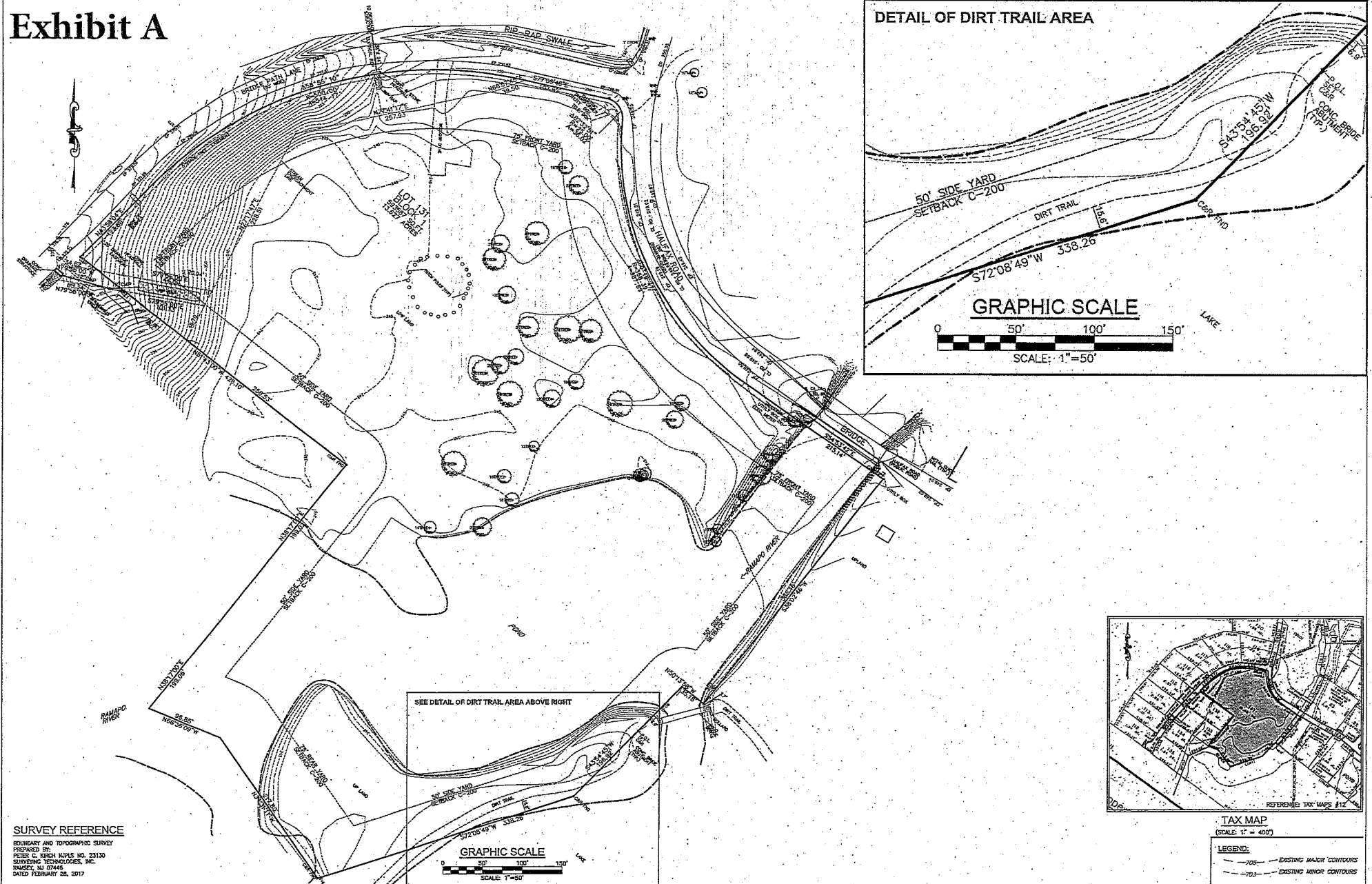


EXHIBIT B



Springtime Photograph

EXHIBIT C



Springtime Photograph

EXHIBIT D



Wintertime Photograph

EXHIBIT E



Wintertime Photograph

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

Resolution #259-21

Date: July 22, 2021

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

WHEREAS, bids were solicited on June 23, 2021, for Bid MTB#21-05, "Hearthstone Pumping Station Improvements and Litchult Lane Gravity Sewer"; and

WHEREAS, four bids were received at the bid opening held on July 16, 2021; and

WHEREAS, Township Council has determined that the lowest responsive/responsible bidder is CMS Construction, Inc.; and

WHEREAS, the Chief Financial Officer has provided a Certification As To Availability of Funds;

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Mahwah hereby awards bid MTB#21-05 "Hearthstone Pumping Station Improvements and Litchult Lane Gravity Sewer" to CMS Construction, Inc., in the amount of \$592,965.00.00; and

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

BE IT FURTHER RESOLVED, that the award of MTB#21-05 shall not exceed the \$592,965.00 contract amount without further authorization of the Governing Body and the Chief Financial Officer has certified that the fund are available subject in Escrow Account #E-08-070-766, Sewer Account # S-16-19-865-001 and S-16-20-885-A04;; and

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this Resolution to the Business Administrator, CFO, QPA, DPW Water/Sewer Superintendent, Boswell Engineering, and CMS Construction, Inc. 521 North Avenue, Plainfield, NJ 07060.

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, 22nd day of July 2021.

Kathrine Coviello, RMC/CMC/MMC
Municipal Clerk

David May
Council President

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

Resolution #260-21

Date: July 22, 2021

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

**RESOLUTION AUTHORIZING A TEMPORARY INSPECTION ACCESS
AGREEMENT BETWEEN THE TOWNSHIP OF MAHWAH
AND MCKAY BROTHERS, LLC**

WHEREAS, MacArthur Boulevard, a municipal road in the Township of Mahwah, has certain underground utilities installed, including vaults for telephone, fiber optic and other communications lines; and

WHEREAS, McKay Brothers, LLC, a telecom service provider, has requested permission from the Township to access, for a thirty-day period, the MacArthur Boulevard public right of way so that it can inspect the communications vaults and road to evaluate suitability for the placement of wireless communications equipment and potentially develop proposals to provide telecommunication services; and

WHEREAS, the Township and MacKay Brothers, LLC have agreed to the terms and conditions of such temporary access, as set forth in the Inspection Access Agreement attached hereto; and

WHEREAS, the Township Attorney has duly reviewed the Inspection Access Agreement and finds it acceptable.

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

1. The Mayor and Clerk are hereby authorized and directed to execute the Inspection Access Agreement, which permits access to the MacArthur Boulevard public right of way for a period of thirty days, attached hereto.

2. A copy of this resolution and Inspection Access Agreement shall be kept on file in the Office of the Township Clerk for examination by the public.
3. This resolution shall take effect immediately.

I hereby certify that this resolution consisting of two (2) pages, was adopted at a meeting of the Township Council of the Township of Mahwah on the 22nd day of July, 2021.

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

David May
Council President

Inspection Access Agreement

This Inspection Access Agreement is entered into this ____ day of July, 2021, between Township of Mahwah ("Township") with offices at 475 Corporate Drive Mahwah, NJ 07430, and McKay Brothers, LLC ("McKay Brothers") with offices at 2355 Broadway, Suite 206, Oakland, CA 94612 (together "the Parties").

1. Background. Township is a New Jersey municipality with authority to management the public rights-of-way located within the jurisdictional limits of the municipality. MacArthur Boulevard is a municipal street that includes various utilities installed beneath the same, including vaults for telephone, fiber optic and other communications lines (the "Property"). McKay Brothers has requested the authorization to enter onto the Property in order to inspect and evaluate the communications vaults and the Property for suitability for the placement of wireless communications equipment and for development of proposals for provision of telecommunication services.

2. Authorization. Township hereby grants McKay Brothers, its employees, agents, and contractors (collectively referred to hereinafter, as "McKay Brothers") the authorization to enter onto such portions of the Property as are reasonably necessary to perform its inspection. Access to the Property for inspection

shall be limited to the hours of 9:00 AM to 5:00 PM, Mondays through Fridays (excluding Holidays).

McKay Brothers shall provide proof to Township that Verizon, the owner of the vaults, has consented to McKay Brothers' proposed access and inspection prior to accessing the Property. McKay Brothers shall comply with all applicable local, state, and federal laws and regulations in connection with the inspection and shall cause all of its employees, agents, and contractors to do the same.

Nothing herein shall imply that Township has granted McKay Brothers a Lease to any portion of the Property or authority to install any communications facilities on the Property.

The entry authorization granted under this Agreement shall expire upon the completion of the inspection, or on July 31, 2021, whichever comes first, absent express written and signed extension thereof by Township.

3. **Precautions by McKay Brothers.** McKay Brothers agrees to exercise reasonable and prudent caution in connection with the entry onto the Property by McKay Brothers, and by its employees, agents, and contractors, in order to avoid any injury to person or Property, and avoid disturbance or disruption of utility operations, pedestrians or motor vehicle traffic.

4. Cost to Cure. McKay Brothers agrees to be responsible to Township for the cost of curing any damage to the Property, arising out of, or related to, the entry onto the Property by McKay Brothers, or by its employees, agents, or contractors.

5. Indemnification. McKay Brothers hereby agrees to defend, indemnify, and hold harmless Township from and against any claims for compensation for personal injury (including fatal injury), and/or for damage to real or personal property (including claims for business losses) arising out of, or related to, the entry onto the Property by McKay Brothers, and by any of its employees, agents, or contractors pursuant to this Agreement.

McKay Brothers also agrees to defend, indemnify, and hold harmless Township against any claims for damages to the vaults and other telecommunications equipment located therein, arising out of, or related to (i) the entry onto the Property by McKay Brothers, or by any of its employees, agents, and contractors, or (ii) the breach of McKay Brothers of its duties of this Agreement.

McKay Brothers further agrees to defend, indemnify, and hold harmless Township against any claims from any existing licensees who maintain or operate telecommunications equipment on the Property, including claims for alleged damages to any telecommunications equipment on the Property, itself, as well any claims or suits by third parties for any alleged disruption of

any service to such licensees, or service rendered by such licensees, arising out of, or related to (i) the entry onto the Property by McKay Brothers, or by its employees, agents, and contractors, or (ii) the breach of McKay Brothers of its duties under this Agreement.

6. Insurance. At least five business days prior to any entry onto the Property by McKay Brothers or by any of its employees, agents, or contractors, McKay Brothers shall furnish to Township reasonably satisfactory evidence of insurance in the form of certificates of insurance, in the following amounts and terms:

- a. General Liability Coverage on an occurrence basis with loss specific limits of no less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate, expressly including Products Liability, Owner-Contractors Liability, and completed operations coverages;
- b. Automobile Liability Insurance providing combined single limit (per accident) coverage of \$1,000,000;
- c. Workers' Compensation coverage conforming to NJ statutory requirements, including Employers Liability Limits of no less than

\$500,000/\$500,000/\$500,000 (each accident/each employee/policy limit);

- d. Excess/Umbrella Liability Coverage, on terms of coverage coextensive with (following the form of) primary insurance referenced hereunder with limits no less than \$1,000,000 per occurrence and in the aggregate, such that per occurrence coverage in total of \$2,000,000 shall be available, using any combination of primary and excess/umbrella coverage limits, for all coverages provided hereunder, including General Liability, Products Liability, Owner-Contractors Liability, Auto Liability, and Employer's Liability Insurance.

Each such policy shall (i) name Township as an additional insured, (ii) shall be on an occurrence basis, (iii) shall provide that it shall not be canceled without thirty (30) days prior written notice to Township (iv) shall be primary and will not seek contribution from any "other insurance" or self-insurance available to Township, (v) shall apply before any "other insurance" or self-insurance that is available to Township, and (vi) shall be written by a carrier licensed to do business in New Jersey and reasonably satisfactory to Township.

7. Prior Notice. Prior to any entry, McKay Brothers shall provide Township with at least forty-eight (48) hours' notice of the date and time of the proposed entry and the names of the individuals or entities which will be entering. Such notice shall be provided as specified in Section 11 - Notice hereof.

8. Inspection. Inspections hereunder on the Property shall be conducted continuously and completed with all customary expedition in accordance with prevailing telecommunications industry standards. The date and time for any inspection shall be agreed upon between McKay Brothers and Township, and subject to the following conditions:

- a. McKay Brothers shall, at all times during the inspection, follow the direction of Township Engineering representatives to be reasonably provided consistent with the effective conduct of the inspection.
- b. Township representatives shall be entitled to observe the inspection, the results to which shall be contemporaneously reported to Township Engineering representatives at no cost to the Township, which either party hereto may share with third parties.

9. Local, State, and Federal Laws. McKay Brothers shall conduct the inspection in conformity with all applicable local, State, and Federal statutes, regulations and rules, all of which McKay Brothers represents it is familiar and knowledgeable of as a telecommunications network operator.

10. Escrow & Costs. McKay Brothers shall deposit the sum of Two Thousand Five Hundred (\$2,500.00) Dollars into escrow with the Township to cover the cost of professional services incurred by the Township for the negotiation of this agreement. In addition, all traffic and police services required by McKay in connection with the inspection shall be contracted for as provided in the Township Code at McKay Brothers' cost.

11. Miscellaneous. This Agreement shall be governed by the laws of the State of New Jersey.

a. Integration. This Agreement contains the entire understandings of the Parties with respect to the matters addressed herein. Any prior or contemporaneous written or oral statements, communications, or understandings are expressly merged herein. This Agreement shall not be changed, amended, or modified, except upon a written agreement signed by both parties.

- b. No Lease. Nothing herein shall create any right or expectancy of entering a lease, easement, or license for the use of the Property or any other Township property or facility, other than the inspection authorization granted herein.
- c. Non-recordable. Neither party shall record this Agreement or any memorandum thereof.
- d. Expiration. All of the provisions of this Agreement, except for the authorization of entry itself, shall survive the expiration of the right of entry under this Agreement.

12. Notice. All notices hereunder ("Notice") shall be served on the following addresses via overnight mail and email where an email address is provided below:

To: Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430
Attn: Township Administrator

With a copy to: Fred Semrau, Esq.
Dorsey & Semrau
714 Main Street, P.O. Box 228
Boonton, New Jersey 07005
fsemrau@dorseysemrau.com

To: McKay Brothers, LLC
2355 Broadway, Suite 206
Oakland, CA 94612
Aaron.kolotkin@mckay-brothers.com

With a copy to:

Gregory D. Meese
Price, Meese, Shulman, & D'Arminio, P.C.
50 Tice Boulevard
Woodcliff Lake, NJ 07677
gmeese@pricemeese.com

13. No Reliance. McKay Brothers acknowledges receipt of advices from Township that regardless of outcome of the inspection hereunder, the determination as to whether Township thereafter opts to consider proposals for use of the Property for the installation of communications facilities, shall be subject to Township's sole discretion, and that Township may elect to not enter such negotiations, or elect to discontinue such negotiations, for cause, or without cause, at any time prior to execution and approval of a separate written agreement setting terms of use of the Property, and nothing herein shall give rise to any expectation of entering a lease or right-of-way use agreement, or constitute reason for McKay Brothers' reliance hereon in making business or investment decisions.

14. Non-exclusive. McKay Brothers further acknowledges that Township reserves the right to consider proposals, grant testing entrance authorizations, and otherwise negotiate or contract with other telecommunications business interested in the Property.

15. Termination. No separate consideration is being paid to Township hereunder, other than the McKay Brothers performances

expressly set forth herein, and Township therefore reserves the right to terminate the access authorization granted hereunder on forty-eight (48) hours' notice to McKay Brothers, forwarded to McKay Brothers via email addressed to the email address provided in Section 11 hereof.

16. Independent Experts. McKay Brothers and its agents, employees, and consultants possess expertise in the field of inspection of such telecommunications vaults with respect to the safety and security aspects thereof, including, but not limited to, McKay Brothers' engineering consultant, and, in conducting the inspections hereunder no reliance is being placed on Township or its agents or employees with respect to information or the condition of the Property.

WITNESS/ATTEST:

Kathrine G. Coviello
Township Clerk

TOWNSHIP OF MAHWAH/LICENSOR

By: _____
James Wysocki, Mayor

WITNESS/ATTEST:

MCKAY BROTHERS, LLC

By: _____

DATED: July ____, 2021

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

Resolution #261-21

Date: July 22, 2021

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

BE IT RESOLVED the Township Council of the Township of Mahwah hereby acknowledges the following Mayoral Appointments to the Environmental Commission:

Appointee	Position	Term
Mike Devaney	Alternate I	July 23, 2021 to December 31, 2022
Sally Coda	Alternate II	July 23, 2021 to December 31, 2021

BE IT FURTHER RESOLVED the Municipal Clerk shall forward a copy of this Resolution to the Appointees, Environmental Commission Secretary and Mayor Wysocki.

I hereby certify this Resolution, consisting of one page(s), was adopted at a Meeting of the Township Council of the Township of Mahwah, on this 22nd day of July, 2021.

Kathrine G. Coviello
Municipal Clerk

David May
Council President

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

Resolution #262-21

Date: July 22, 2021

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

BE IT RESOLVED the Township Council of the Township of Mahwah hereby acknowledges the following Mayoral Appointment to the Pool Commission:

Appointee	Position	Term
Rolla Salloum	Member	July 23, 2021 to December 31, 2022

BE IT FURTHER RESOLVED the Municipal Clerk shall forward a copy of this Resolution to the Appointee, Pool Commission Secretary and Mayor Wysocki.

I hereby certify this Resolution, consisting of one page(s), was adopted at a Meeting of the Township Council of the Township of Mahwah, on this 22nd day of July, 2021.

Kathrine G. Coviello
Municipal Clerk

David May
Council President

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

Resolution #263-21

Date: July 22, 2021

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

WHEREAS, the Township of Mahwah has items as shown on the attached List that are not needed for public purposes; and

WHEREAS, the Township is desirous of selling those items in an "As Is" condition without express or implied warranties; and

WHEREAS, Municibid is on NJ State Contract T-2581.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah as follows:

1. The Items on the attached List are not needed for public service and shall be auctioned individually, online and conducted through Municibid pursuant to State Contract T-2581 in accordance with the Terms and Conditions of the State Contract. The Terms and Conditions of the Agreement entered into with Municibid are available online at municibid.com and also available at the Office of the Municipal Clerk of the Township of Mahwah.
2. The Address of the Auction Site is Municibid.com
3. The Sale is being conducted pursuant to Local Finance Notice 2008-09.
4. All Items shall be sold in "As Is" condition without expressed or implied warranties with the successful Bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said Excess Items.
5. The Township of Mahwah reserves the right to accept or reject any Bid submitted.
6. The Township shall dispose of any Item in accordance with all applicable environmental regulations if any Item does not sell on the Municibid Auction.

BE IT FURTHER RESOLVED that a Notice of Date, Time and Place of the Public Sale together with a Description of the Items to be sold will be advertised in the Official Newspaper, pursuant to NJSA 40A:11-36.

BE IT FURTHER RESOLVED that the Municipal Clerk shall maintain a copy of this Resolution on file and shall forward a copy to the Mayor, Business Administrator, CMFO, QPA, Director of Public Works and Municibid, Greg Barry, 2401 Walnut Street, 6th Floor, Philadelphia, PA 19103.

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 22nd day of July, 2021.

Kathrine G. Coviello
Municipal Clerk

David May
Council President

Vehicles For Auction

Car #	Vehicle Year and Make	Vin #	Mileage
110	2015 Ford Police Utility 3.7L V6	1FM5K8AR9FGC51736	80,314.2
113	2017 Ford Police Utility 3.7L V6	2FAFP71V88X134976	106,791
123	2014 Ford Police Utility 3.7L V6	1FM5K8AR0EGA92183	101,975

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

Resolution #264-21

Date: July 22, 2021

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

See attached Special Item of Revenue and Appropriation – Chapter 159 (Private Donation – Senior Center Concert) consisting of one (1) page.

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 22nd day of July, 2021.

Kathrine G. Coviello
Municipal Clerk

David May
Council President

SPECIAL ITEM OF REVENUE AND APPROPRIATION - CHAPTER 159

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item appropriation for an equal amount, and

WHEREAS, the Township of Mahwah has been awarded a private donation of \$870.43 for a Senior Center Concert and wishes to amend its 2021 budget to include this amount as a revenue;

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Township of Mahwah hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2021 in the sum of \$870.43 which is now available as a revenue from:

Miscellaneous Revenues:

Special Items of General Revenue Anticipated with
Prior Written Consent of the Director of Local Government
Services:

Public and Private Revenues Off-Set with Appropriations:

Other Grants:

Private Donation - Senior Center Concert, and

BE IT FURTHER RESOLVED that a like sum of \$870.43 be and hereby appropriated under the caption of:

General Appropriations

(a) Operations Excluded from "CAPS"

Public and Private Programs Off-Set by Revenues:

Other Grants:

Private Donation - Senior Center Concert

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

Resolution #265-21

Date: July 22, 2021

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

WHEREAS, bids were solicited and thirteen bids were received for MTB#21-01 "New Mahwah DPW Facility" at the Bid Opening held on June 8, 2021; and

WHEREAS, the bids were reviewed by Administration and RSC Architects, and found that the lowest bid received substantially exceeds the cost estimates for the goods or services.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah that all bids received for Bid MTB#21-01 "New Mahwah DPW Facility" are hereby rejected pursuant to N.J.S.A. 40A:11-13.2(a) as the Township Council has determined that the lowest bid substantially exceeds the cost estimates for the goods or services.

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, Chief Financial Officer; Township Attorney, RSC Architects, DPW Director and all unsuccessful bidders.

I hereby certify that this resolution consisting of one page, was adopted at a meeting of the Township Council of the Township of Mahwah, on this 22nd day of July, 2021.

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

David May
Council President

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

Resolution #266-21

Date: July 22, 2021

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

WHEREAS, bids were solicited on June 18, 2021 and three bids were received on July 30, 2021 for Bid MTB #21-12 "Township of Mahwah DPW Electrical Services"; and

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

WHEREAS, the Mahwah Township Council has determined that the lowest responsive/responsible bidder is SAL Electric Company, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, hereby awards Bid MTB #21-12 "Township of Mahwah DPW Electrical Services" to SAL Electric Company, Inc., for a one-year contract commencing July 28, 2021 through July 27, 2022 based upon their low bid hourly rates of: Foreman, \$110.52 per hour; Journeyman, \$92.46 per hour; and Apprentice/Helper, \$30.00 per hour; plus a 10% mark up from the bidder's materials cost; and will renew for an additional 12 months unless either party notifies the other party of non-renewal at least 30 days prior to end of the 12 month contract; and

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

BE IT FURTHER RESOLVED, that the award of MTB #21-12 shall not exceed budget amounts in each designated operating account without further authorization of the Governing Body and the Chief Financial Officer has certified that the funds are available in the following operating accounts in the 2021 Township of Mahwah Municipal Budget: 1-01-C02-203; 1-01-C03-203; 1-01-C03-236; 1-01-C04-203; 1-01-C09-203; 1-01-G01-203; 1-01-K02-203; and 1-01-N01-203; and the same accounts in 2022 subject to budget approval; and

BE IT FURTHER RESOLVED that the Township Clerk shall forward a copy of this Resolution to the Business Administrator; QPA; Director of Public Works; Buildings and Grounds Supervisor, Pool Manager; CMFO; Accounts Payable; and SAL Electric Company, Inc., 83 Fleet Street, Jersey City, NJ 07306.

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 22nd day of July, 2021.

Kathrine Coviello, RMC, CMC, MMC
Township Clerk

David May
Council President

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

Resolution #267-21

Date: July 22, 2021

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

WHEREAS, the Township of Mahwah has the need for the repair and maintenance of various Township water and sewer pumps and equipment, and Universal Electric Motor Service, Inc., has been deemed the lowest responsive/responsible vendor pursuant to the provisions of N.J.S.A. 19:44-20.5; and

WHEREAS, the Purchasing Agent has determined and certified in writing that the aggregate value of quote items for the calendar year 2021 to Universal Electric Motor Service, Inc., will exceed \$17,500.00, but will not exceed the bid threshold of \$44,000.00; and

WHEREAS, the anticipated term of this approval is through December 31, 2021, and

WHEREAS, Universal Electric Motor Service, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Universal Electric Motor Service, 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 Mahwah authorizes the Purchasing Agent to approve purchase orders for various repairs and maintenance to Township water and sewer pumps as described herein, and

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 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, Superintendent of Water/Sewer Utilities, CFO, and Universal Electric Motor Service, Inc., 131 South Newman Street, Hackensack, NJ 07601.

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 22nd day of July, 2021.

Kathrine G. Coviello, RMC,CMC
Municipal Clerk

David May
Council President

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

Resolution #268-21

Date: July 22, 2021

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

WHEREAS, the Township of Mahwah requires repairs to the Fire Department Rescue Airboat, and Diamondback Manufacturing, Inc., dba Diamondback Airboat (Diamondback Airboats), is the lowest responsive/responsible vendor pursuant to the provisions of N.J.S.A. 19:44-20.5; and

WHEREAS, Diamondback Airboats is the sole authorized dealer to certify the repairs, parts and installation, and to secure the warranty and the integrity of the Diamondback Airboat; and

WHEREAS, the total amount of purchases in a one-year period is expected to exceed the \$17,500 Pay-to-Play threshold, but not exceed the \$44,000 bid threshold; and

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

WHEREAS, Diamondback Airboats has completed and submitted a Business Entity Disclosure Certification which certifies that Diamondback Airboats, 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 authorizes the purchases for the airboat repairs from Diamondback Airboats as a sole source, alternate non-fair and open contract, the total not to exceed \$44,000.00 within the one year, for the period ending July 21, 2022.

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, Fire Chief, and Diamondback Airboats, 1060 Cox Road, Cocoa, FL 32926,

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 22nd day of July, 2021.

Kathrine Coviello, RMC/CMC/MMC
Municipal Clerk

David May
Council President

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

Resolution #270-21

Date: July 22, 2021

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

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WHEREAS, the State of New Jersey, Division of Taxation has provided Tax Clearance Certificates for the following Liquor License Establishments;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, the following Alcoholic Beverage Licenses be granted and issued for the year July 1, 2021 through June 30, 2022. The Licensees having submitted Renewal Application Forms, complete in all respects, are qualified to be licensed according to all Statutory, Regulatory and Local Government ABC Laws and Regulations, and have disclosed, and the Township Council has reviewed the source of all funds used in the purchase of the license and licensed business (New License Issuance and Transfer Situations only) and/or any additional financing obtained in the previous license term for use in the licensed business renewal situations:

PLENARY CONSUMPTION LICENSE

License Number
0233-33-003-007

Licensee and Address
True Business LLC (Inactive)

Fee Paid
\$ 1,890.00

I hereby certify this resolution consisting of one page(s), was adopted at a Meeting of the Township Council of the Township of Mahwah, on this 22nd day of July, 2021.

Kathrine G. Coviello
Municipal Clerk

David May
Council President