

Amended 3/4/24

**TOWNSHIP OF MAHWAH
COMBINED WORK SESSION AND PUBLIC MEETING AGENDA
MONDAY, MARCH 4, 2024**

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

7:00 pm

COUNCIL PRESIDENT'S STATEMENT

SALUTE TO THE FLAG

MOMENT OF SILENCE

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

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

2024 BUDGET PRESENTATION

WORK SESSION

SUBMISSION OF BILLS AND CLAIMS

ENGINEERING

- 1a. Approval Authorizing Award of Project; Exterior Pavilion at the Mahwah Caboose; 1871 Old Station Lane; Bid No. MTB-23-18; MA-3032
- 1b. Approval Authorizing Change Order No. 2; Georgian Court and Crocker Mansion Drive; Storm Drainage Pipe Cleaning and Debris Removal; MTB 23-20; MA-1926
- 1c. Approval Authorizing Execution of Developer's Agreement; BCUW; Madeline Housing Partners, LLC; 70 Island Road, Block 56, Lot 74; (Docket No. 626
- 1d. Written Status Report

LEGAL

- 2a. Resolution Authorizing a Deed of Easement Granting a Right-of-Way Easement to the County of Bergen in Connection with the Bergen County United Way/Madeline Housing Partners, LLC Developing 70 Island Road (Block 56, Lot 74) with Fifteen Independent Living Units for Individuals with Special Needs
- * 2b. Resolution Authorizing Execution of an Agreement with New Jersey Transit to Participate in the Adopt-A-Station Program
- * 2c. Resolution Authorizing the Execution of Addenda to the Contracts of Sale Dated November 27, 2023 and Proceeding with Due Diligence Related to the Acquisition of 93 Franklin Turnpike, 109 Cedar Hill Avenue and 111 Cedar Hill Avenue
- * 2d. Resolution of the Township of Mahwah, County of Bergen, State of New Jersey, Referring to the Planning Board for Review and Comment a Study Report and Draft Resolution Delineating Block 70, Lot 37 (109 Cedar Hill Avenue), Lot 38 (111 Cedar Hill Avenue) & Lot 40 (93 Franklin Turnpike) as an Area In Need of Rehabilitation

- * 2e. Resolution Authorizing the Administration to Execute a Contract of Sale for 42 Stag Hill (Block 2 Lot 15) to Nouvelle Home Solutions, Inc. for \$75,000 for the Construction of a Very-Low-Income Four-Bedroom Group Home to Provide Additional Affordable Housing Opportunities Within the Township

ADMINISTRATION

- 3a. Authorization of 2024 Purchases of Radios and Wireless Communications Equipment and Services; Motorola, Inc.; NJ State Contract
- 3b. Authorization of Contract; Colliers; Affordable Housing; MWT-011Q
- 3c. Authorization for Mahwah Municipal Alliance (MMA) to Submit Application to Governor's Council on Alcoholism and Drug Abuse for Funding; Fiscal Grant Cycle; July 1, 2024 through June 30, 2025
- 3d. Transfer of Appropriation Reserves
- 3e. Cancellation of Improvement Authorizations
- * 3f. Emergency Temporary Appropriations

PUBLIC PORTION

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

PUBLIC MEETING

APPROVAL OF BILLS AND CLAIMS

APPROVAL OF MEETING MINUTES

Budget Meeting February 10, 2024

Combined Work Session and Public Meeting Minutes of February 22, 2024

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

REPORTS OF MAYOR and BUSINESS ADMINISTRATOR

PUBLIC PORTION

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ORDINANCE – INTRODUCTION

#2026 ~~#2027~~ Calendar Year 2024 Ordinance to Exceed Municipal Budget Appropriation Limits and to Establish a CAP Bank (N.J.S.A. 40A:4-45.14)

RESOLUTION

#114 -24 2024 Municipal Budget

ORDINANCE – PUBLIC HEARING

#2025 Ordinance of the Township of Mahwah, County of Bergen, State of New Jersey, Amending Chapter 2, Administration, of the Township Code to Amend Public Meeting Decorum Rules (To Be Carried to March 18, 2024)

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.

- #115-24 Approval Authorizing Award of Project; Exterior Pavilion at the Mahwah Caboose; 1871 Old Station Lane; Bid No. MTB-23-18; MA-3032
- #116-24 Approval Authorizing Change Order No. 2; Georgian Court and Crocker Mansion Drive; Storm Drainage Pipe Cleaning and Debris Removal; MTB 23-20; MA-1926
- #117-24 Approval Authorizing Execution of Developer's Agreement; BCUW; Madeline Housing Partners, LLC; 70 Island Road, Block 56, Lot 74; (Docket No. 626
- #118-24 Authorization of 2024 Purchases of Radios and Wireless Communications Equipment and Services; Motorola, Inc.; NJ State Contract
- #119-24 Authorization of Contract; Colliers; Affordable Housing; MWT-011Q
- #120-24 Authorization for Mahwah Municipal Alliance (MMA) to Submit Application to Governor's Council on Alcoholism and Drug Abuse for Funding; Fiscal Grant Cycle; July 1, 2024 through June 30, 2025
- #121-24 Transfer of Appropriation Reserves
- #122-24 Cancellation of Improvement Authorizations
- #123-24 Resolution Authorizing a Deed of Easement Granting a Right-of-Way Easement to the County of Bergen in Connection with the Bergen County United Way/Madeline Housing Partners, LLC Developing 70 Island Road (Block 56, Lot 74) with Fifteen Independent Living Units for Individuals with Special Needs
- #124-24 Resolution Authorizing Execution of an Agreement with New Jersey Transit to Participate in the Adopt-A-Station Program

CONSENT AGENDA (Continued)

- * #125-24 Resolution Authorizing the Execution of Addenda to the Contracts of Sale Dated November 27, 2023 and Proceeding with Due Diligence Related to the Acquisition of 93 Franklin Turnpike, 109 Cedar Hill Avenue and 111 Cedar Hill Avenue
- * #126-24 Resolution of the Township of Mahwah, County of Bergen, State of New Jersey, Referring to the Planning Board for Review and Comment a Study Report and Draft Resolution Delineating Block 70, Lot 37 (109 Cedar Hill Avenue), Lot 38 (111 Cedar Hill Avenue) & Lot 40 (93 Franklin Turnpike) as an Area In Need of Rehabilitation
- * #127-24 Resolution Authorizing the Administration to Execute a Contract of Sale for 42 Stag Hill (Block 2 Lot 15) to Nouvelle Home Solutions, Inc. for \$75,000 for the Construction of a Very-Low-Income Four-Bedroom Group Home to Provide Additional Affordable Housing Opportunities Within the Township
- * #128-24 Emergency Temporary Appropriations

OLD BUSINESS

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

NEW BUSINESS

ADJOURNMENT

THIS AGENDA IS SUBJECT TO CHANGE



1a.

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: February 28, 2024

SUBJECT: Bid MTB #23-18 "Exterior Pavilion at the Mahwah Caboose"
Review and Recommendation of Award

Township of Mahwah Bid MTB #23-18 "Exterior Pavilion at the Mahwah Caboose" was advertised in The Bergen Record on January 11, 2024. The bid opening was held on February 15, 2024, at 11:30 AM. Twenty-one bids were distributed and the Township received bids from five bidders.

The bids were reviewed by Administration, DMR Architects and the Township Attorney. The bid received from the lowest apparent bidder was withdrawn by the contractor within 5 business days, due to a mistake in calculation. The bid received from the second lowest bidder was found non-responsive as they did not properly execute the bid bond, which is subject to mandatory rejection. The third lowest bid received from Dutchman Contracting LLC was found in proper form and therefore is the lowest responsive/responsible bidder, with a total bid of \$204,513.00. Please see the attached bid result tabulation sheet.

Therefore, it is the recommendation of this office and DMR Architects to award MTB#23-18 at the March 4, 2024 Council meeting, to Dutchman Contracting, LLC. for the total bid award of \$204,513.00.

Funding for the award of this bid will come from Capital account #04-215-55-310-024.

c: Mayor James Wysocki
Ben Kezmarsky, Business Administrator
Carolyn George, Township Clerk
Corinne Hockman, CFO
DMR Architects
Glenn Dowson, DPW Director
Tony Iannaccone, Bldgs./Grounds. Foreman

PROJECT: Exterior Pavilion at the
Mahtwah Caboose
Township of Mahtwah
BID MTB #23-18
BID DATE: 2/13/2024 at 11:30AM

Bid Opening results



Township Of Mahwah

DIVISION OF ENGINEERING
475 Corporate Drive
Mahwah, NJ 07430

1b.

MICHAEL J. KELLY, P.E.
Township Engineer

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

February 21, 2024

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

Re: Georgian Court & Crocker Mansion Drive
Storm Drainage, Pipe Cleaning & Debris Removal
Estimate 2 – (Final)
Township of Mahwah, Bergen County, NJ
Our File No. MA-1926

Dear Mr. Kezmarsky:

Enclosed please find Estimate No. 2 (Final) in the amount of \$15,300.00 for the work performed by National Water Main Cleaning Company for the above referenced project.

This work is associated with the two (2) point repairs approved as Change Order No. 1.

Enclosed, please find Change Order No. 2 (Final). This change order is a decrease in the contract amount of \$765.00.

The change order reflects as-built quantities and supplemental items associated with cast in place point repairs of a 15" RCP Pipe.

We respectfully request that the approval of this change order be placed on the agenda for the Council Meeting to be held on Monday, March 4, 2024.

We take no exception to the payment of this Estimate for the work completed to date as outlined in the attached estimate.

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

Very truly yours,

Michael J. Kelly, P.E.
Township Engineer

MJK/cb
Enclosures

cc: Joanne Becker, QPA
Carolyn George, Municipal Clerk
National Water Main Cleaning Company



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

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:
GEORGIAN COURT & CROCKER MANSION DRIVE
STORM DRAINAGE PIPE CLEANING & DEBRIS REMOVAL
TOWNSHIP OF MAHWAH
BERGEN COUNTY, NEW JERSEY
OUR FILE NO. MA-1926

Estimate Number: 2 (Final)

Period Ending: 2/21/24

Contractor: National Water Main Cleaning Company
1806 Newark - Jersey City Tpke
Kearny, NJ 07032

Base Contract Amount:	\$55,350.00	Total Amount Estimated: \$	65,409.95
Less Reductions:	\$6,334.06	Less 2% Retainage: \$	-
Plus Increases:	\$16,394.00	Total Net Amount Estimated: \$	65,409.95
Amended Contract Amount:	\$65,409.95	Less Amount Previously Paid: \$	50,109.95
Contract Starting Date:		Amount Due This Estimate: \$	15,300.00
Actual Starting Date:			
Contract Completion Date:			
Extensions:			

Amended Completion Date:

Time Used:

Percent Complete:

118%

Estimated By: 

Approved By: 

FOR USE BY THE TOWNSHIP OF MAHWAH

Verified by:

(Business Administrator)


(Project Engineer)

Audited by:

(Chief Financial Officer)



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

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:
GEORGIAN COURT & CROCKER MANSION DRIVE
STORM DRAINAGE PIPE CLEANING & DEBRIS REMOVAL
TOWNSHIP OF MAHWAH
BERGEN COUNTY, NEW JERSEY
OUR FILE NO. MA-1926

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	CONTRACT QUANTITY	PREV. ALLOWED	ALLOWED THIS ESTIMATE	ALLOWED TO DATE	TOTAL AMT. ALLOWED TO DATE	AMOUNT DUE THIS ESTIMATE
BASE BID										
1	CLEANING OF 48" DIAMETER HDPE STORM SEWER PIPE	L.F.	\$249.00	180		0	0	0	\$ -	\$ -
2	CLEANING OF 16" DIAMETER RCP STORM SEWER PIPE	L.F.	\$40.00	117		0	0	0	\$ -	\$ -
3	DEBRIS, HANDLING, HAULING AND DISPOSAL	TON	\$5.00	170		0	0.00	0.00	\$ -	\$ -
2	ALLOWANCE FOR DEBRIS TESTING	ALL.	\$5,000.00	1		0	0	0	\$ -	\$ -
55	15" CID Point Repairs	EACH	\$7,650.00	2		0	1.904761905	1.904761905	\$ 14,571.43	\$ 14,571.43
56	Fuel Surcharge	EACH	\$0.05	15,300		0	14,571	14,571	\$ 728.57	\$ 728.57
Total Base Bid									\$ 15,300.00	\$ 15,300.00



MICHAEL J. KELLY, P.E.
Township Engineer

VIA EMAIL

Township Of Mahwah

DIVISION OF ENGINEERING
475 Corporate Drive
Mahwah, NJ 07430

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

February 22, 2024

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

Re: BCUW / Madeline Housing Partners, LLC
Developer's Agreement
70 Island Road
Block 56, Lot 74
Township of Mahwah
Docket No. 626

Dear Ms. George:

Our office has reviewed the Developer's Agreement for the above project and recommend that the Township adopt a Resolution of Approval authorizing the Township to execute this Agreement. We respectfully request that this item be placed on the Agenda for the March 4, 2024 Council Work Session.

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

Very truly yours,

Michael J. Kelly, P.E.
Township Engineer

Planning Board
February 22, 2024
Page 2

MJK/cb

cc: Ben Kezmarsky, Township Administrator
Geri Entrup, Administrative Officer
Christy Brown, Soil Movement Clerk
Mary Jo Wood, Planning Board Secretary
Bruce E. Whitaker, Esq.
BCUW/Madeline Housing Partners, LLC
Jospeh F. Vince, P.E., P.L.S.

240222 DA Letter cb



MICHAEL J. KELLY, P.E.
Township Engineer

Township Of Mahwah

DIVISION OF ENGINEERING
475 Corporate Drive
Mahwah, NJ 07430

Tel 201-529-5757 x 255

Fax 201-512-0537

mkelly@mahwahtwp.org

MEMORANDUM

TO: The Honorable Mayor and Council – Township of Mahwah
FROM: Michael J. Kelly, P.E., Township Engineer
DATE: February 29, 2024
RE: Status Report for Work Session March 4, 2024
Our File No. MA-3056-05

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

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

- Punch list items being addressed.

MA-1780 Hillside Avenue, King Street and Siding Place Drainage Project (Boswell)

- Currently evaluating alternate measures.

MA-1798 Well 18A Design Services (Boswell)

- Since the Environmental Protection Agency (EPA) is lowering the acceptable PFAS levels permitted in drinking water, the Township has decided to add PFAS Treatment to this project at this time.
- Design expected to be substantially completed by April 1, 2024 and NJDEP Permit Applications to be submitted by May 1, 2024.

MA-1927 Mahwah Municipal Pool – Drainage Project

- Pre-construction meeting held on October 11, 2023.
- Contractor mobilized on February 1, 2024.
- Drainage installation has been completed.

MA-1988 Restoration of Watercourse behind Wanamaker Avenue (Boswell)

- Waiting on completed permit applications by Boswell Engineering. These were to be provided to our office by April 4, 2023.

- The Township has met with Property Owners to obtain Property Owner Certifications, still waiting on signatures from Property Owners.

**MA-2095 FY2022 NJDOT Local Aid Application (*Boswell*)
FY2022-2023 CDBG**

Grantor: FY2022 NJDOT Local Aid
Grant Amount: \$226,000.00
Location: Airmount Road

Grantor: FY2022-2023 CDBG
Grant Amount: \$79,590
Location: Snow Mountain Road

- Preparing final reimbursement.

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

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

MA-2160 2023 Road, Curb and Sidewalk Improvement Program

- Township was able to pave additional roads due to cost savings. These roads paved on November 1, 2023 and November 2, 2023.
- Remaining work includes upper lot at municipal complex and sealcoating at Norfolk Village. This work is to be completed in the Spring of 2024.

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

- Procurement of the treatment units awarded at the meeting held on August 21, 2023.
- On August 25, 2023 received Application Deficiency Letter from the NJDEP. Boswell resubmitted application on September 21, 2023.
- Township received NJDEP Flood Hazard Area approval on January 18, 2024. Still waiting on NJDEP Freshwater Wetlands Permit (Not subject to 90-day Rule).

NJDEP was unable to verify wetlands due to snow cover. We expect permit to be issued shortly after snow clears.

- Once the necessary NJDEP Permits are received the installation of the units will be advertised for bids.

MA-2178 East Ramapo Avenue and Franklin Turnpike – Turn Prohibition

- Met with the County on January 19, 2024, an Ordinance is scheduled to be on the March 6, 2024 County Commissioner's Agenda. The Township will then have to adopt a concurring Resolution.

MA-2181 Bergen County Open Space Grant Application – 2022

Grantor: 2022 Bergen County Open Space Trust Fund
Grant Amount: \$47,000.00

- Township received a grant for funding of Reconstruction and Replacement of Bocce Courts at Continental Soldiers Park.
- Project awarded at the February 22, 2024 Council Meeting. Pre-construction Meeting scheduled for March 1, 2024.

MA-3001 Campgaw Road and Seminary Drive Intersection

- All striping completed on November 8, 2023. DPW to install advance warning sign.

MA-3002 Improvements to Riverview Terrace

Grantor: Bergen County Community Development Block Grant FY 23/24
Grant Amount: \$100,834.00
Location: Riverview Terrace

- Expect project to be bid Q1 of 2024.

MA-3019 Ridge Road – Street Lighting

- Township executed Rockland Electric Application on December 4, 2023.
- Project currently being designed by Rockland Electric. Anticipate work being completed summer of 2024.

MA-3021 Mahwah River Shoal Removal Project

- NJDEP Permit received on November 20, 2023. Project Plans and Specifications being compiled at this time. Project to be bid shortly.

MA-3022 Silver Creek Dam – Wing Wall Repair

- Engineering Design Services awarded to SESI at the March 20, 2023 Council Meeting. Project Kickoff Meeting held with SESI on April 6, 2023.
- Plan and Specification have been completed. Should be able to obtain bid proposals shortly.

MA-3024 Wells 16 & 17 - PFAS and PFOA Treatment Project

- Met with H2M Associates, Inc to review design parameters. Received Engineering Design Proposal on January 10, 2024. Expect to review proposal with Council once budget has been approved and funding is available.

MA-3025 Darlington County Park and Mahwah Pool

- Met with the County on January 19, 2024. They agreed to revisit the installation of a break in the curbed island in Darlington Avenue at the Township Pool Driveway to allow vehicles to make a left out of the pool. We are having a plan prepared to provide to the County for their review and approval.

MA-3035 East Ramapo Avenue – Pedestrian Safety Improvements

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

- Plans and specifications to been completed by Boswell Engineering and approved by NJDOT.
- Expect project to be publicly bid shortly.

MA-3037 Fardale Avenue Culvert Replacement

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

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

- The Township received notice that a grant in the amount of \$207,710.00 will be received for this project.

- Preliminary Engineering design authorized at the Council Meeting on January 4, 2024. Field Survey work performed on January 23, 2024.

MA-3055 Improvements to Split Rock Road

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

- Grant Application submitted on December 14, 2023.

MA-3057 2024 Road, Curb and Sidewalk Improvement Program

- Expect project to be advertised for bids on March 13, 2024 and anticipate receiving bids on April 2, 2024.

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

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

MJK/cb

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

2a

Schwanewede / Hals Engineering

9 Post Road
Suite M11
Oakland, New Jersey 07436
E-mail: staff@halsengineering.com

Professional Engineering and Land Surveying
(201) 337-0053
Fax (201) 337-0173

September 12, 2022

DESCRIPTION

8' WIDE ROAD WIDENING EASEMENT

70 ISLAND ROAD
BLOCK 56 – LOT 74
TOWNSHIP OF MAHWAH
BERGEN COUNTY, N.J.

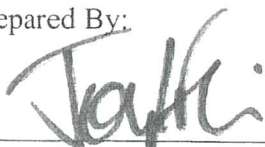
Beginning at a point on the westerly sideline of Island Road (25 feet from the centerline) at the dividing line between Lots 73 and 74 in Block 56 in the Township of Mahwah and running thence:

1. Along the dividing line between Lots 73 and 74 in Block 56, S 89°-20'-34" W, 8.01' to a point, 33' from the centerline of Island Road, thence,
2. Along a line parallel with and 33' from the centerline of Island Road, said line being distant 8.00 feet from the westerly sideline of Island Road, N 03°-03'-26" W, 183.31' to a point on the dividing line between Lots 1 and 74 in Block 74, thence,
3. Along the dividing line between Lots 1 and 74 in Block 56, N 86°-33'-18" E, 8.00' to a point on the westerly sideline of Island Road, 25' from the centerline, thence,
4. Along the westerly sideline of Island Road, 25' from centerline, S 03°-03'-26" E, 183.70' to the point and place of beginning.

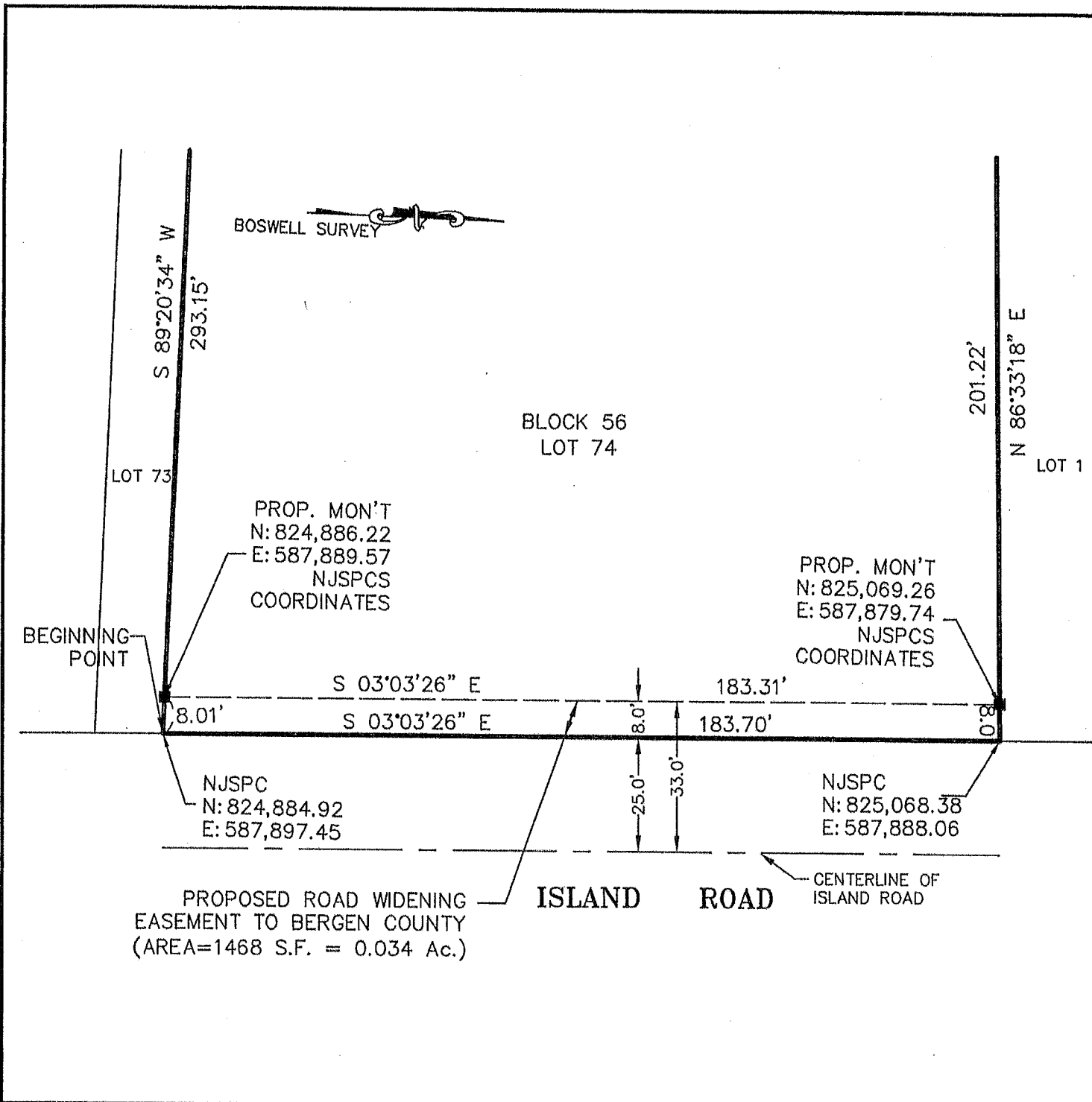
Containing: 1,468 S.F. (0.034 Ac.)

The easement described above is shown on a map entitled "Road Widening Easement, Block 56, Lot 74 for BCUW/Madeline Housing Partners, LLC, Township of Mahwah, Bergen Co., NJ" prepared by Schwanewede/Hals Engineering on September 12, 2022.

Prepared By:



Joseph F. Vince, P.E., L.S., P.P., C.M.E.
N.J. Professional Engineer & Land Surveyor
License Number GB42588



CERTIFIED AS MY PROFESSIONAL OPINION TO:
-BCUW/MADELINE HOUSING PARTNERS, LLC

ROAD WIDENING EASEMENT
BLOCK 56 - LOT 74
70 ISLAND ROAD

FOR
BCUW/MADELINE HOUSING PARTNERS, LLC
TOWNSHIP OF MAHWAH, BERGEN CO., N.J.

Joseph F. Vince

DATE 9/14/22
JOSEPH F. VINCE, PE, LS, PP
N.J. PROFESSIONAL ENGINEER AND
LAND SURVEYOR LIC. NO. GB42588

SCHWANEWEDE / HALS
9 POST ROAD - SUITE M11
OAKLAND, N.J. 07436
(201) 337-0053

SCALE : 1" = 30'

JOB NO. 7967-1620

Prepared by:
William Brown, Esq.

Record and Return to:
County of Bergen
Office of the County Counsel
One Bergen County Plaza
Hackensack, NJ 07601

DEED OF EASEMENT FOR ROADWAY PURPOSES

This **DEED of EASEMENT** ("This Deed") is made on _____, 20____,

BETWEEN: TOWNSHIP OF MAHWAH, whose address is 475 Corporate Drive, Mahwah, NJ 07430, New Jersey ("Grantor").

AND: THE COUNTY OF BERGEN, whose address is One Bergen County Plaza, Hackensack, New Jersey 07601 ("Grantee").

1. **Grant of Easement.**

- A. **Perpetual Rights:** The Grantor grants to the Grantee a perpetual right-of-way easement (herein "Road Easement") through, over, upon, under, in and across the property described in metes and bounds as set forth in Exhibit "A" and as shown on Exhibit "B" annexed hereto (herein the "Easement Area").
- B. **Purpose of Easement:** This Road Easement shall be solely for a public roadway and all necessary surface and subsurface appurtenances and widening, including but not limited to traffic signals and/or control devices, curbing, storm and sanitary sewers, culverts, public utilities, telecommunication facilities and other fixtures, appurtenances, improvements and facilities (hereafter the "Facilities") with the perpetual right to construct, reconstruct, relocate, operate, inspect, protect and repair or replace all improvements constructed within the Easement Area, including all reasonable incidental including but not limited to the right to subjacent lateral support.

2. **Consideration.** This Deed is made for valuable consideration of less than One Hundred Dollars (\$100.00), the receipt and sufficiency of which is hereby acknowledged by Grantor.

3. **Tax Map Reference.** (N.J.S.A. 46:15-2.1) Township of Mahwah, County of Bergen, Block 56 Lot 74. Commonly known as 70 Island Road.

4. **Property.**

- A. A portion of Grantor's property located in the Township of Mahwah, Block 56, Lot 74, County of Bergen and State of New Jersey as shown and as set forth more specifically in a metes and bounds description as **Exhibit "A"** and as shown on a parcel map plan, a copy of which is attached as **Exhibit "B"** ("the Property").
- B. Subject to restrictions and easements of record, if any, municipal zoning ordinances, and such state of facts as an accurate survey and inspection of the premises may disclose.
- C. This conveyance is made on the condition that the lands and premises herein conveyed shall be used for County road widening purposes.

5. **Promises by Grantor.** The Grantor represents that, to the Grantor's actual knowledge and except in connection with the acquisition and development of the Easement Area, the Grantor has done no act to encumber the Property. This promise is called a "Covenant as to Grantor's Act" (N.J.S.A. 46:4-6) and means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Easement Area, except as currently exists (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

6. **Conditions.** This Road Easement is subject to the following terms, conditions and limitations:

- A. The Grantee, its servants, employees and agents shall exercise their best efforts to minimize any disturbance or negative impact upon Grantor and its tenants.
- B. The grant of this Road Easement is conditioned upon the Grantee's repair of any damage to the Grantor's real property and/or improvements occasioned by any entry and/or activity pursuant to this Road Easement and to the restoration of Grantor's property, at Grantee's sole cost and expense, to the condition substantially similar to that prior to entry.
- C. Subject to the written consent of the Grantee, not to be unreasonably withheld, conditioned or delayed, Grantor shall have the right to allow utilities to use the Easement Area for any purpose that does not materially interfere with the Grantee's rights hereunder. Grantor's right to allow other utilities to use the Easement Area does not include the right to allow other utilities to use the improvements and facilities that Grantee has or may install in the Easement Area.
- D. Grantor agrees that no buildings or structures shall be erected over or in the Easement Area.
- E. Grantee shall indemnify, defend and hold harmless Grantor and its tenants, employees, members, officers, representatives, agents and affiliates from and against any loss, costs, claims or

liabilities caused directly by the Grantees work with the Road Easement, the Easement Area, the Facilities and/or any use or misuse thereof by Grantee, its agents, employees, representatives or affiliates, or any third party.

7. **Maintenance.**

- A. Pursuant to N.J.S.A 27:16-8, the Grantee shall maintain and repair the Easement Area in a good and workmanlike manner pursuant to County policy and subject to limitations set forth below, at the sole cost and expense of the Grantee. Grantee shall also be responsible, at its sole cost and expense, for the construction, repair, maintenance, replacement and reconstruction of all "Facilities" that it constructs in the Easement Area again subject to limitations set forth below. In the event Grantee shall wish to perform any maintenance or repair, other than usual and customary maintenance, Grantee shall provide reasonable prior written notice to the Grantor.
- B. Grantee shall have the right to trim, cut and remove such tree branches, roots, shrubs, plants, trees, vegetation which might, within the exclusive reasonable discretion and judgment of Grantee, interfere with or threaten the safe, proper or convenient use, maintenance or operation of the road and Facilities in the Easement Area. Grantee shall not be responsible for any damage to any trees or other vegetation due to the installation of the Facilities. Notwithstanding anything to the contrary, Grantee, its servants, employees and agents shall attempt to minimize any disturbance or negative impact upon Grantor and its tenants.
- C. To the extent that the Grantor is otherwise required to do so, Grantor shall continue to control, maintain and repair the sidewalks, handicapped ramps and grass and/or landscaped areas, if any, in the Easement Area, and keep same in good condition, at the sole cost and expense of the Grantor and pursuant to all applicable laws.

8. **Who is Bound.** The terms and conditions of this Deed are legally binding upon the Parties and shall inure to the benefit of the respective successors and/or assigns or Grantor and Grantee.

9. **Modification of Deed.** Any modification of this Deed or additional obligation assumed by either party in connection with this Deed shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SIGNATURES NEXT PAGE

SIGNATURE PAGE

Witness:

Date:

Grantor:

TOWNSHIP OF MAHWAH

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Witness:

Date:

Grantee:

COUNTY OF BERGEN

Sign: _____

Sign: _____

Print: _____

THOMAS J. DUCH, Esq.
COUNTY COUNSEL/
COUNTY ADMINISTRATOR

ACKNOWLEDGMENT

STATE OF NEW JERSEY)

: ss:

COUNTY OF BERGEN)

I certify that on _____, 20____, before me personally came

_____ and acknowledged under oath, to my satisfaction, that this person
(or if more than one, each person):

(a) Is named and personally signed this Deed of Easement and is the

_____ of _____, the

limited liability company named in the attached document;

(b) This person signed and delivered this document on behalf of the Company as its voluntary act duly
authorized by its Members pursuant to its Operating Agreement;

(c) This person signed this proof to attest to the truth of these facts.

Signed and sworn to before me this

_____ day of _____

Notary Public

Acknowledgment

STATE OF NEW JERSEY

SS.

COUNTY OF BERGEN

I CERTIFY that on this _____ day of _____,

Thomas J. Duch, Esq., personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as the **County Counsel/County Administrator of the County of Bergen**, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument.

Signed and sworn to before me this

_____ day of _____

Notary Public



Powered by



26.

May 15, 2023

Dear Mr. Kezmarsky,

Congratulations on adopting the Mahwah Train Station! Enclosed is the Adopt- A- Station agreement for your review, approval and signature. Please fill-in any corresponding spots and Exhibit A. Please provide a detailed plan for planters and maintenance on Exhibit A. Pictures and drawings maybe submitted. Also, you and members of your organization must also sign the Group Release form, "Exhibit B". Insert dates only on the signature page and Group Release page. Once completed, all pages of the Agreement are to be returned to NJ TRANSIT for final approval.

Please keep in mind that as a requirement of the program, your group must attend a short safety orientation via Teams or Zoom. The Agreement will not be effective until the briefing and agreement is finalized.

Also, please confirm that your Adoption- A- Station sign is to read "This Station Adopted by All Township of Mahwah Beautification Committee".

We look forward to working with you. If you have any questions, please do not hesitate to contact me.

Sincerely,

Laura M Cirri

Laura M. Cirri
Program Coordinator
973-491-8623
LCirri@NJTRANSIT.COM

ADOPT-A-STATION AGREEMENT

THIS AGREEMENT is made this ____ day of _____ between New Jersey Transit Corporation, an instrumentality of the State of New Jersey, with an address of One Penn Plaza East, Newark, New Jersey, 07105 ("NJ TRANSIT"),

And

(Name of organization), with an address of (Organization's address), New Jersey, (zip code) ("APPLICANT"). Throughout this Agreement, both NJ TRANSIT and APPLICANT are referred to as "Parties".

RECITALS:

WHEREAS, to maintain and enhance safe and attractive NJ TRANSIT train station sites for commuters, communities, and to support a cleaner environment, NJ TRANSIT has established a program known as Adopt-A-Station ("Program"), through which an individual or group of individuals volunteers to adopt a train station site or a portion thereof ("Site") to do work, projects, or perform other activities to improve the Site as set forth in Exhibit A;

WHEREAS, the APPLICANT desires to participate in NJ TRANSIT's Program and NJ TRANSIT agrees to provide certain materials and information to the APPLICANT to enable and facilitate APPLICANT'S participation in the Program; and

NOW, THEREFORE, in consideration of the mutual benefits to be received by NJ TRANSIT and the APPLICANT through participation in the Program, the Parties agree to the following:

1. The above recitals are incorporated into the body of this Agreement.
2. Subject to the conditions set forth below and in the attached exhibits, the APPLICANT "adopts" the Site as set forth in Exhibit A, which is attached to and made a part of this Agreement, for a minimum period of two years beginning (Date), subject to NJ TRANSIT's absolute right of termination for convenience or cause.
3. NJ TRANSIT will conduct an initial safety orientation meeting with authorized representative(s) of the APPLICANT prior to APPLICANT performing any work or projects at the Site.
4. (A) The APPLICANT will perform work or projects at the Site as set forth in Exhibit A at the frequency agreed upon by the Parties, but not less than four times per year, subject to at least one week notice to the Program COORDINATOR and APPLICANT's receipt of advance written approval from the Program COORDINATOR. The Program COORDINATOR contact numbers are set forth in Exhibit F. All Program work or projects must be conducted during daylight hours and during non-peak commuting hours (i.e., from 9:30AM to 3:00PM Monday through Friday, all day Saturday, Sunday and certain Federal and State Holidays). The Program COORDINATOR must provide advance written approval of the specific hours and days that APPLICANT will perform Program work or projects.

5. Prior to performing Program work or projects, the APPLICANT shall conduct at least one safety orientation session with its participants ("Applicant's Participants") to review, at a minimum, safety and other guideline materials supplied by NJ TRANSIT. The safety and other guideline materials provided by NJ TRANSIT and attached hereto as Exhibit C must be reviewed by every person who will participate in the Program. No participant may be involved in Program activities unless he/she has attended at least one safety orientation session conducted by the APPLICANT and has signed a release, a copy of which is attached hereto as Exhibit B and made a part of this Agreement. An authorized representative of the APPLICANT shall maintain the executed release forms during the term of the Agreement and for three years thereafter, and must provide all forms to NJ TRANSIT upon request.

6. The APPLICANT agrees to comply with the Safety Requirements and Recommendations set forth in Exhibits C and D which are attached hereto and made a part of this Agreement. The APPLICANT further agrees to cause Applicant's Participants to comply with these Safety Requirements and Recommendations.

7. Prior to the first scheduled Program work or project session, NJ TRANSIT will supply the APPLICANT with the required number of safety vests and heavy-duty clear plastic bags. NJ TRANSIT may supply the APPLICANT with any other supplies needed, in NJ TRANSIT's sole discretion.

8. NJ TRANSIT, through the Program COORDINATOR identified in Exhibit F, will arrange to have full trash bags removed when applicable. Immediately upon completion of Program work on the Site, The APPLICANT must provide notification to NJ TRANSIT Response Center of the number and location of trash bags filled and requiring removal. Trash bags shall be hauled to the designated disposal area by the APPLICANT.

9. (A) NJ TRANSIT, at its expense, will provide, install and maintain one permanent sign designating the Program name and the APPLICANT name at the exterior of the main entrance to the station or at such other location that NJ TRANSIT deems appropriate, in the sole discretion of NJ TRANSIT.

(B) The APPLICANT shall not use or display any business logo or commercial advertising at the Site.

(C) Photos of Applicant's Participants performing Program work or projects are encouraged and shall be used to promote the Program and recognize APPLICANT. APPLICANT, on behalf of Applicant's Participants, hereby consents to being photographed while performing Program work or projects, and further consents to the public use of such photographs.

10. After each Program session, the APPLICANT shall complete a report which includes the date and description of work performed or project done, the number of hours spent on Site, the number of participants involved and, when applicable, the number of trash bags filled. These reports will be filled out on pre-printed forms furnished by NJ TRANSIT and the APPLICANT shall be responsible for submitting this report to the Program COORDINATOR within one week of the date each Program session is conducted at the Site.

11. The APPLICANT shall defend, indemnify, protect and save harmless the State of New Jersey, New Jersey Transit Corporation, its subsidiaries, and their agents, servants, directors, officers, and employees from and against any and all suits, claims, demands or damages of whatsoever kind or nature arising out of or related to the performance of this Agreement by the APPLICANT, Applicant's Participants, or its directors, officers, agents, servants, volunteers, or employees including but not limited to expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or otherwise; provided, however, that the obligations of the APPLICANT hereunder shall not apply when the fault or negligence of an agent or employee of NJ TRANSIT is the sole cause. NJ TRANSIT will, as soon as practicable, after a claim has been made against it, give written notice thereof to the APPLICANT along with full and complete particulars of the claim. If the suit is brought against NJ TRANSIT, NJ TRANSIT will immediately forward to the APPLICANT every demand, complaint, notice, summons, pleading, or other process received by NJ TRANSIT or its representatives.

12. (A) NJ TRANSIT shall have the right at its sole discretion, whether for convenience or cause, to terminate this Agreement at any time by providing immediate verbal notice to the APPLICANT. In the event of verbal notice, written notice to the APPLICANT will follow within thirty (30) days thereafter. Notwithstanding the foregoing, termination of this Agreement for either cause or convenience by NJ TRANSIT shall be effective upon verbal notice to APPLICANT.

(B) After the initial two-year period, the Agreement shall continue from year-to-year, but the APPLICANT shall have the right to terminate this Agreement at any time, after such initial term, upon sixty (60) days written notice to NJ TRANSIT.

13. The APPLICANT shall, at no cost to NJ TRANSIT, be responsible to repair, to the satisfaction of NJ TRANSIT, or compensate the owner for, any damage caused by the APPLICANT or Applicant's Participants while performing any act incidental to or during its performance under this contract, to any real or personal property, whether publicly or privately owned. Whether to repair or replace property damaged by the APPLICANT or Applicant's Participants shall be in NJ TRANSIT's sole and absolute discretion.

14. Any notice to or communication with NJ TRANSIT by the APPLICANT shall be with the Program COORDINATOR. Any notice to or communication with the APPLICANT shall be to the authorized signatory of this Agreement at the address above shown.

15. The APPLICANT, by entering into this Agreement, certifies that it does not represent an elected official or candidate for public office.

16. The APPLICANT has been provided with NJ TRANSIT criteria for eligibility to participate in the Program annexed hereto as Exhibit E and, by signing this Agreement, certifies that it meets all such criteria.

17. NJ TRANSIT encourages the APPLICANT, when volunteering to pick up litter, to separate and recycle appropriate materials. Where required by law or ordinance, APPLICANT shall cause Applicant's Participants to separate and recycle appropriate materials. Should any fines or penalties be incurred as a result of Applicant's Participants' failure to separate and recycle appropriate materials, APPLICANT shall be solely responsible for same.

18. This Agreement and its attached Exhibits constitute the entire understanding

between the Parties. Any changes to the terms of this Agreement must be agreed to by both Parties and reduced to writing.

19. This Agreement and its terms are to be construed under and governed by the laws of the State of New Jersey. Any litigation arising out of this Agreement is to be venued in the courts within the State of New Jersey.

20. Should any part of this Agreement be deemed unenforceable, it shall be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

21. APPLICANT acknowledges that because NJ TRANSIT is a public instrumentality of the State of New Jersey, the Tort Claims Act, Contractual Liability Act, and Open Public Records Act, as codified, apply.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective on the date written above.

[APPLICANT NAME]

By: _____
Name:
Title:

NEW JERSEY TRANSIT CORPORATION

Approved:

By: _____
Lisa Fanning
Deputy General Manager Infrastructure Engineering – Rail Operations

By: _____
James Sincaglia
Vice President and General Manager - Rail Operations

This Agreement has been approved as to form only, on behalf of New Jersey Transit Corp.

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY

By: _____
Deputy Attorney General

EXHIBIT A
(Drawing Optional)

Rail Station: (Name of rail station being adopted.)

Rail Line:

County:

Municipality:

Exclusions:

Platforms

Any area with immediate proximity to tracks.

Areas not owned by NJ TRANSIT.

Description of parameters for Program work or projects and frequency of same:

(Description of organizations scope of work performed at chosen station site.)

GROUP RELEASE

I/We understand that participation in the Adopt-A-Station Program involves performing work or doing a project at a train station site near an active railroad right-of-way and is a potentially hazardous activity. I/We assume all risks associated with participation in the Program and hereby for myself, my heirs, executors and administrators waive and release the State of New Jersey, NJ TRANSIT Corporation, all of its subsidiaries, including but not limited to NJ TRANSIT Rail Operations, and their officers and employees from all claims, liability, risk of loss or damage of any kind including wrongful death associated with or arising out of my/our participation in the Adopt-A-Station Program. I/We certify that I/we have reviewed and understand the Adopt-A-Station safety materials prior to my/our participation in the Program.

IF SIGNATORY IS LESS THAN 18 YEARS OF AGE, THIS MUST ALSO BE SIGNED BY A PARENT OR GUARDIAN:

[illegible]

EXHIBIT C

SAFETY REQUIREMENTS

APPLICANT and Applicant's Participants, as the case may be, must in the Adopt-A-Station Program shall comply with the following requirements:

X APPLICANT must call the NJ TRANSIT Station Response Center at 1-800-835-2090 immediately upon arrival at the Site to report the time Applicant's Participants start work or a project; APPLICANT must call again to report the time you finish.

X Applicant's Participants must perform Program work or projects in the designated Site area(s) and, as applicable, clearly mark and post work or project area(s).

X Applicant's Participants are strictly prohibited from standing, walking or otherwise crossing over or entering upon the railroad tracks: Applicant's Participants must cross only at the designated crossing areas.

X A fully stocked first aid kit must be on site. NJ TRANSIT will provide safety vests and may provide other safety items, but other applicable safety equipment such as protection glasses must be provided by APPLICANT.

X Applicant's Participants are strictly prohibited from possessing or drinking alcoholic beverages.

X Applicant's Participants must be knowledgeable and mindful of, and must observe all instructions within, NJ TRANSIT's safety training materials.

X APPLICANT must attend at least one safety orientation session conducted by NJ TRANSIT during each calendar year.

X Applicant's Participants must attend at least one safety orientation session conducted by APPLICANT during each calendar year.

X Appropriate and adequate adult supervision is mandatory when youth groups are involved in Program work or projects: Two adults per eight participants below the age of 12 are required. Children under the age of 12 are not permitted to participate in the Program without appropriate on-site adult supervision.

X Applicant's Participants must not perform Program work or projects during peak commuting hours (weekdays 6AM to 9:30AM and 3:00PM to 7:00PM), during special or unusual occurrences or during inclement weather conditions.

X Applicant's Participants must stay clear of all construction areas at the train station site or in the vicinity.

X Applicant's Participants must avoid all horseplay or demonstrations of any nature at the train station site including but not limited to on or near the right-of-way.

X Applicant's Participants must wear the safety vests provided by NJ TRANSIT at all times while at the train station site.

X Applicant's Participants must avoid hazardous materials such as car batteries, animal carcasses, or any other questionable or unidentified items.

X Applicant's Participants must notify APPLICANT of all known allergies and physical infirmities prior to participation.

EXHIBIT D

SAFETY RECOMMENDATIONS

Participants in the Adopt-A-Station Program should comply with the following recommendations, which are provided for guidance and are not all-inclusive:

- X Know emergency procedures such as the location of the nearest medical emergency facility and how to quickly summon the police or an ambulance.
- X Avoid overexertion and heat problems by drinking water and taking breaks.
- X Car-pool to and from Site where Program work or project is being done.
- X Wear the recommended attire: long sleeves, blue jeans or long pants, leather shoes or boots, and gloves.
- X Be careful of contact with poisonous plants, bees, wasps, hornets, fire ants, mosquitoes, rodents, snakes, bats, birds, and other creatures. Irritations caused by most plants and creatures can usually be prevented by wearing the recommended attire.
- X Pay special attention to the handling of broken glass, plastic, metal and other items and be careful not to step or kneel on these materials or items.
- X Be aware of visibility problems.
- X Be prepared for unexpected behavior to be demonstrated by motorists, pedestrians or other passers-by.
- X Park vehicles in designated parking spaces and a safe distance from the traveled roadway, train station site access ways, platforms and tracks.
- X Attempt to walk facing oncoming traffic when on sidewalks, in parking lots or other train station site access ways where pedestrian or vehicular traffic occurs.
- X Do not stand or jump on rails, drainage pipes or concrete walls.

EXHIBIT E

CRITERIA FOR ELIGIBILITY

The minimum criteria required for eligibility to participate in the Program include the following:

- X Participants can be individuals, groups, members of organizations, and/or businesses.
- X Participants must be 12 years of age or older; participants under 18 years of age are considered when proper adult supervision, parent/guardian approvals and other safety requirements can be met.
- X A commitment to maintain and enhance the safe condition and attractive appearance of a NJ TRANSIT train station site by doing work or projects, at least four times per year, during a two-year period.
- X Accepting responsibility to learn and practice all safety and Program guidelines.

EXHIBIT F

CONTACT PHONE NUMBERS

The Program COORDINATOR, NJ TRANSIT contact person for Adopt-A-Station, can be contacted through the following phone numbers:

X (973) 491-8623

X Laura Cirri , Program Coordinator -

Monday through Friday, regular business hours

X (800) 835-2090

X Station Response Center -

Twenty-four hours daily, seven days a week

(including all State and Federal Holidays)

Shelbourne at Hunterdon
53 Frontage Road Suite 110
Hampton, New Jersey 08827

Main: 877 627 3772

3b.



Engineering
& Design

February 22, 2024

VIA EMAIL

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

2024 Affordable Housing Litigation Services
Colliers Engineering & Design Proposal No. MWT-011Q

Dear Mr. Kezmarsky,

Colliers Engineering & Design, Inc. is pleased to submit the following proposal for continued professional planning services to assist the Township with ongoing affordable housing compliance.

The following scope of services is proposed:

Affordable Housing Services

Colliers Engineering & Design will perform the following tasks, as requested by the Township, Special Master, and/or Court:

1. Attend Subcommittee, Planning Board, and Council meetings as requested.
2. Prepare for and testify at any necessary Court hearings, including, but not limited to, Fairness and Compliance hearings as required by the changes to the Township's Settlement Agreement with Fair Share Housing Center and/or any other interested parties or developers.
3. Coordinate and meet with the Township Attorneys, Affordable Housing Attorneys, Administrative Agent, Affordable Housing Sub-committee, and Township Officials as needed.
4. Revise the Housing Element and Fair Share Plan, ordinances, and any other documents as mandated by the changes to the amended Settlement Agreements.
5. Assist with implementation of the rehabilitation program, extension of controls program, affordability assistance programs, and implementation of 70 Island Road.
6. Assist and coordinate with the Township's Professionals regarding Franklin Heights' deed restrictions, extensions, and/or illegal rentals.
7. Support and coordinate with the Township on new affordable housing mechanisms.
8. Assist with the annual unit and trust fund monitoring.
9. Any other work as directed by the Township regarding affordable housing.



Engineering
& Design

Fee

The above tasks shall be invoiced on an hourly basis in accordance with the rates in the Schedule of Hourly Rates that are in effect, and included in the professional services agreement between the Township and Colliers Engineering & Design, when the work is completed. These tasks will be completed as needed and requested, up to the maximum upset fee. The fee below is an estimate of what we believe should be budgeted to assist with the ongoing affordable housing issues. However, it is possible that the work required by the Township may exceed this number. We will not exceed the amount below without prior written authorization from the Township. The maximum upset fee for this proposal is as follows:

Task Name	Fee
Affordable Housing Services	\$ 20,000.00

All work shall be invoiced in accordance with the terms and provisions of the agreement between the Township and Colliers Engineering & Design for professional services.

We want to thank the Township for providing the opportunity to perform this most important work. If you have any questions or clarifications regarding the scope of work, please do not hesitate to call our office.

Sincerely,

Colliers Engineering & Design

A handwritten signature in cursive script, appearing to read "Darlene A. Green".

Darlene A. Green, PP, AICP
Project Manager

A handwritten signature in cursive script, appearing to read "Deborah Alaimo Lawlor".

Deborah Alaimo Lawlor, FAICP, PP
Regional Manager, Planning Services

cc: David May, Council Member (via email DMay@mahwahtwp.org)



Engineering
& Design

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

r:\projects\m-p\mwt\mwt011o\proposals\240222dag_2024 lit.svs prop.q.docx

TRANSFER OF APPROPRIATIONS

WHEREAS, certain transfer of funds for various 2023 budget appropriations are necessary to cover anticipated expenditures; and

WHEREAS, N.J.S.A. 40A:4-59 provides for transfers from appropriation reserves with an excess over and above the amount deemed to be necessary to fulfill the purpose for such appropriations, to those appropriations deemed to be insufficient;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Mahwah, that the transfers be made between the 2023 budget appropriations as follows:

<u>CURRENT FUND</u>	<u>FROM</u>	<u>TO</u>
GENERAL APPROPRIATIONS		
Operations - within "CAPS"		
Patrol:		
Salaries & Wages	60,000.00	
Central Electricity:		
Other Expenses		60,000.00
Patrol:		
Salaries & Wages	4,000.00	
Central Gasoline:		
Other Expenses		4,000.00
Engineering:		
Other Expenses	50,000.00	
Workers Compensation:		
Other Expenses		50,000.00

BE IT FURTHER RESOLVED that the Township shall forward a copy of this Resolution to the Mayor, Business Administrator and Chief Financial Officer.

3e.

CANCELLATION OF IMPROVEMENT AUTHORIZATIONS

WHEREAS, there exists certain unexpended improvement authorization balances on the balance sheet of the General Capital Fund; and

WHEREAS, the unexpended improvement authorization balances remain dedicated to projects now completed or the balances are determined to be in excess of the amount necessary for the completion of the projects; and

WHEREAS, it is necessary to formally cancel said balances so that the unexpended balances may be credited to deferred charges to future taxation unfunded, reserve for payment of debt or fund balance and the unused debt authorizations may be cancelled;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Township of Mahwah that the following unexpended improvement authorization balances be cancelled:

GENERAL CAPITAL FUND:

<u>ORDINANCE NUMBER</u>	<u>DESCRIPTION</u>	<u>FUNDED</u>	<u>UNFUNDED</u>
1765	Various Capital Improvements	2,536.00	
1832	Various Capital Improvements	4,572.70	
1864	Various Capital Improvements	2,280.84	
1864	Various Capital Improvements	1,087.50	
1876	Various Capital Improvements	1,779.69	
1905	Various Capital Improvements	3,277.03	
1905	Various Capital Improvements	85,892.33	
1933	Various Capital Improvements	.88	
1933	Various Capital Improvements	352.32	
1975	Various Capital Improvements	426.93	
1975	Various Capital Improvements	752.14	
1975	Various Capital Improvements	3,640.95	
1975	Various Capital Improvements	3,347.75	
1975	Various Capital Improvements	21,577.22	
		<hr/>	<hr/>
		\$131,524.28	\$0.00
		=====	=====

36.

EMERGENCY TEMPORARY APPROPRIATIONS

WHEREAS, an emergent condition has arisen with respect to certain budget appropriations and no adequate provision has been made in the 2024 temporary budget, and N.J.S.A. 40A:4-20 provides for the creation of emergency temporary appropriations for said purpose; and

WHEREAS, the total emergency temporary resolutions adopted in the year 2024 pursuant to the provisions of N.J.S.A. 40A:4-20 (Chapter 96, P.L. 1951) including this resolution total:

Current	\$20,000.00
---------	-------------

NOW, THEREFORE, BE IT RESOLVED (not less than two-thirds of all the members thereof affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-20:

1. An emergency temporary appropriation be and the same is hereby made in the total amount of:

Current	\$20,000.00
---------	-------------

2. That said emergency temporary appropriation will be provided for in the 2024 budget;
3. That one certified copy of this resolution be filed with the Director of Local Government Services.

CURRENT FUND:

Deferred Charges and Statutory
Expenditures - Municipal within "CAPS"

Police Administration:	
Rental and Maintenance Agreements	\$20,000.00
	=====

**TOWNSHIP OF MAHWAH
ORDINANCE NO. 2027**

**CALENDAR YEAR 2024
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS
AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

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

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

WHEREAS, the Mayor and Council of the Township of Mahwah in the County of Bergen finds it advisable and necessary to increase its CY 2024 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Mayor and Council hereby determines that a one (1) % increase in the budget for said year, amounting to \$346,820.63 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

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

NOW THEREFORE BE IT ORDAINED, by the Mayor and Council of the Township of Mahwah, in the County of Bergen, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2024 budget year, the final appropriations of the Township of Mahwah shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$1,213,872.22 and that the CY 2024 municipal budget for the Township of Mahwah be approved and adopted in accordance with this ordinance; and,

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

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

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

Notice is hereby given that a hearing on this ordinance will be held on March 4, 2024 at 7:00 p.m. at the Municipal Building.

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #114-24
DATE: MARCH 4, 2024

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

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

1. Pursuant to N.J.S.A. 40A:4-4, the 2024 budget and tax resolution, a copy of which is on file in the Office of the CFO, is introduced and approved.
2. The CFO, Business Administrator, Township Council and the Municipal Clerk of the Township of Mahwah are authorized to take any necessary actions for the consideration of the adoption of the 2024 budget and tax resolution by the Mayor and Council of the Township of Mahwah at the meeting of April 15th at 7:00 pm.
3. Notice is hereby given that a hearing on the budget and tax resolution will be held on April 15th at 6:30 p.m. which time and place objections to said budget and tax resolution for the year 2024 may be presented by taxpayers or other interested persons.

Total of Appropriations	\$ 47,585,363.32
Less: Minimum Library Tax	\$ 2,892,912.47
Less: Anticipated Revenue	\$ 16,473,566.88
Amount to be raised by taxation	\$ 28,218,883.97

4. A copy of the 2024 budget and tax resolution is on file in the Office of the Municipal Clerk.
5. The Municipal Clerk is authorized to forward a certified copy of the 2024 budget and tax resolution to the Bergen County Board of Taxation for utilization in the County's abstract of ratables.
6. The within resolution shall take effect immediately.

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 4th day of March, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson III
Council President

**TOWNSHIP OF MAHWAH
ORDINANCE NO. 2025**

**ORDINANCE OF THE TOWNSHIP OF MAHWAH, COUNTY OF
BERGEN, STATE OF NEW JERSEY, AMENDING CHAPTER 2,
ADMINISTRATION, OF THE TOWNSHIP CODE TO AMEND PUBLIC
MEETING DECORUM RULES**

WHEREAS, the public is encouraged to speak at all open meetings of the Township of Mahwah in accordance with the provisions of this ordinance; and

WHEREAS, in New Jersey, a citizen's right to speak is established by the Open Public Meetings Act; and

WHEREAS, in the 2010 decision in Besler v West Windsor-Plainsboro Regional BOE, the New Jersey Supreme Court ruled that governing bodies should adopt their decorum rules sufficiently in advance so that the public has reasonable notice and governing bodies must apply these rules in a content neutral fashion without regard to the viewpoint being expressed.

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

SECTION 1. Chapter 2, Administration, § 2-2, Council, § 2-2.16, Decorum, paragraphs a through c are hereby repealed and replaced with the following language:

- a. Decorum. Meetings of the Township of Mahwah shall be conducted in an orderly manner to ensure that the public has a full opportunity to be heard and that the deliberative process is retained at all times. This also includes meetings of all boards and other bodies of the Township. The presiding officer shall be responsible for maintaining the order and decorum of meetings.
- b. Rules of Decorum: While any meeting is in session, the following rules of order and decorum shall be observed:
 1. Rules of Order: Unless otherwise provided by law, Robert's Rules of Order shall govern the conduct of all meetings when necessary. The attorney for the body or the attorney's designee shall act as Parliamentarian.
 2. Members: The members of the governing body and members of all boards and other bodies shall preserve order and decorum, and a member shall make best efforts not to delay or interrupt or disrupt the proceedings or disturb any other member while speaking, nor fail to abide by the orders of the governing body or presiding officer except as specially permitted by these rules.
 3. Matters Discussed in Closed Session: No person shall disclose in open session the matters discussed in closed session without the expressed authorization of the Township of Mahwah attorney or in accordance with the law.
 4. Persons Addressing the Meeting: Each person who addresses the meeting shall do so in an orderly manner. Any person who utters physically threatening, patently offensive or abusive language, or engages in any other conduct that disrupts, disturbs

or otherwise impedes the orderly conduct of any meeting shall, at the discretion of the presiding officer or a majority of the members, be asked to refrain from such conduct.

5. Audience: No person at a meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, physically threatening or abusive language, or other acts which disturb, disrupt or otherwise impede the orderly conduct of any meeting and the ability of the public to hear or participate. Any person who conducts himself in the aforementioned manner shall, at the discretion of the presiding officer or a majority of the body, be requested to refrain from such conduct.
 6. Personal Comments: All statements are part of the public record and cannot be redacted.
- c. Public Participation: The public is encouraged to address the members or ask questions or comment on any governmental issue that the public feels may be of concern to the Township residents during the following portions of the meeting:
1. Hearings: The meeting shall be opened for public comment at the appropriate point on the agenda for any hearing with respect to an ordinance or other specific matter required by law. The maximum that any individual speaker shall be allotted is three (3) minutes.
 2. Open Public Session: During this period of the agenda, the public is encouraged to comment on any matter of concern. The maximum that any individual speaker shall be allotted is three (3) minutes.
- d. Addressing the Meeting. No person shall address the meeting without first being recognized by the presiding officer. The following procedures shall be observed by persons addressing the members:
1. Each person shall step to the podium provided for the use of the public and shall state their name and address; the organization, if any, that they represent; and, if during the open public session of the meeting, the subject they wish to discuss. Children under 18 shall not be required to give their last name or address. Individuals registered as "covered persons" under Daniel's Law shall not be required to provide their address.
 2. During any hearing with respect to an ordinance or other specific matter required by law, speakers shall limit comments to the specific ordinance or matter on the agenda. Speakers may be requested not to be repetitious.
 3. All remarks shall be addressed to the body as a whole.
- e. Curfew: All meetings shall be adjourned by the presiding officer not later than 10:30 p.m. except the meeting may be extended by a vote of two-thirds of the members present.
- f. Enforcement of Decorum. The rules of decorum set forth above shall be enforced in the following manner:

1. The presiding officer shall request that a person who is breaching the rules of decorum to be orderly.
2. If, after receiving a warning from the presiding officer, a person persists in disturbing the meeting, the presiding officer may order a temporary recess.
3. If the person repeatedly continues to disturb the meeting, the presiding officer may request that person to leave the meeting.
4. If such person does not leave the meeting and continues disruptive conduct, the presiding officer may order any law enforcement officer to remove that person from the chambers.
5. If a meeting is disturbed or disrupted in such a manner as to make the restoration of order infeasible or improbable, the meeting may be adjourned or continued by the presiding officer or a majority of the members, and any remaining business may be considered at the next meeting.

SECTION 3. All ordinances or parts of ordinances in conflict or inconsistent with the provisions of this ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 4. In case, for any reason, any section or provision of this Ordinance shall be held to be unconstitutional or invalid, the same shall not affect any other section or provision of this Ordinance, except so far as the section or provision so declared unconstitutional or invalid shall be severed from the remainder or any portion thereof.

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

Introduced:

Adopted:

Effective Date:

TOWNSHIP OF MAHWAH

Robert M. Ferguson III, Council President

ATTEST:

Carolyn George, RMC
Municipal Clerk

RESOLUTION

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

**RESOLUTION #115-24
DATE: March 4, 2024**

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

WHEREAS, bids were solicited on January 11, 2024 for Bid MTB #23-18 “Exterior Pavilion at the Mahwah Caboose”; and

WHEREAS, five bids were received at the bid opening held on February 15, 2024; and

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

WHEREAS, the apparent low bidder, Westcraft Builders, requested a withdrawal of their bid within five business days after the bid opening, due to a mistake in the calculation of the scope of work, as permitted by N.J.S.A.40A:11-23.3; and

WHEREAS, the apparent second low bid submitted by NELA General Contractor, LLC, is nonresponsive, as the bid bond submitted is not properly executed and therefore subject to mandatory rejection as per N.J.S.A.40A:11-23.2; and

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

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

WHEREAS, the Township Council desires to award the contract to Dutchman Contracting, LLC.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Mahwah hereby awards a contract for bid MTB #23-18 "Exterior Pavilion at the Mahwah Caboose" to Dutchman Contracting, LLC., for the Base Bid and allowances total in the amount of \$204,513.00.

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

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

BE IT FURTHER RESOLVED, that the contract for bid MTB #23-18 shall not exceed \$204,513.00 without further authorization of the Governing Body and the Chief Financial Officer has certified that the funds are available in Capital Account 04-215-55-310-024; and

BE IT FURTHER RESOLVED that the Municipal Clerk shall maintain a copy of this Resolution and said contract on file and will forward a copy of this Resolution to the Business Administrator; QPA; CMFO; DPW Director, Township Engineer, and Dutchman Contracting, LLC., 278 N. Ridge Road, Reinholds, PA 17569.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 4th day of March, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

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

**RESOLUTION #116-24
DATE: March 4, 2024**

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

WHEREAS, by Resolution #339-23, dated September 25, 2023, the Township Council awarded bid MTB #23-20 "Georgian Court and Crocker Mansion Drive Storm Drainage, Pipe Cleaning and Debris Removal" to National Water Main Cleaning Co., for a total amount not-to-exceed \$55,350.00; and

WHEREAS, by Resolution #433-23 dated December 18, 2023, the Township Council awarded Change Order #1 for an increase in the contract amount of \$10,824.95 based upon as-built quantities and supplemental items for repairs; and

WHEREAS, the Township Engineer has submitted the final payment request and Change Order #2 to decrease the contract by \$765.00 based on as-built quantities and supplemental items for repairs; and

WHEREAS, in accordance with N.J.A.C. 5:30-11.3, the total number of change orders has not caused the originally awarded contract price to be exceeded by more than twenty percent (20%); and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds in 2023 Capital Account #04-215-55-293-020.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mahwah that Change Order #2 be hereby approved and that the aforesaid, not-to-exceed Contract amount be and is hereby decreased by \$765.00 to a final amended, not-to-exceed Contract amount of \$65,409.95.

BE IT FURTHER RESOLVED, that the amended Contract amount of \$65,409.95 shall not be exceeded without the further authorization of the Governing Body and the CMFO has certified that funds are available; and

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

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution and Contract Amendment on file and available for inspection in the office of the Township Clerk and shall forward a copy of this Resolution to the Mayor; Business Administrator; QPA; CMFO; Township Engineer; and National Water Main Cleaning Company, 1806 Newark Turnpike, Kearny, NJ 07032.

CERTIFICATION

I hereby certify that this resolution consisting of two pages, was adopted at a meeting of the Township Council of the Township of Mahwah, on this 4th day of March, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #117-24
DATE: March 4, 2024

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

BE IT RESOLVED, that the Township Council of the Township of Mahwah hereby authorizes the Mayor and Municipal Clerk to execute the Developer's Agreement between the Township and Bergen County United Way/Madeline Housing Partners, LLC for property located at 70 Island Road, Block 56 Lot 74 in the Township of Mahwah. Said Developer's Agreement is subject to the filing of the required securities being approved by the Township Attorney.

BE IT FURTHER RESOLVED, that the Municipal Clerk shall forward a copy of this resolution to the Mayor, Township Engineer, Township Attorney, Business Administrator, Director of Planning and Bergen County United Way/Madeline Housing Partners, LLC.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 4th day of March, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson III
Council President

RESOLUTION

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

**RESOLUTION #118-24
DATE: March 4, 2024**

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

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

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

WHEREAS, the Township of Mahwah has the need to purchase various radios, communications equipment and related equipment maintenance and support services for its Emergency Services and other departments within the Township; and

WHEREAS, Motorola, Inc. is an authorized vendor awarded Contract #83909 on State of New Jersey Contract #T0109 entitled Radio Communication Equipment and Accessories; and

WHEREAS, the cost of the various radios, communications equipment and related services for the year 2024 will exceed the bid threshold; and

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

THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mahwah, hereby authorizes the approval of contracts to Motorola, Inc., for purchases of various radios and communications equipment and related services on awarded New Jersey State Contract #T0109, the total in which will exceed the bid threshold for the year 2024.

BE IT FURTHER RESOLVED that the Township Clerk shall keep a copy of this Resolution on file and available for inspection in the Office of the Township Clerk and that the Township Clerk shall forward a copy of this Resolution to the Business Administrator, QPA, CFO, Accounts Payable, OEM Director, Police Department, Fire Department, and Motorola Inc., 123 Tice Boulevard Suite 202, Woodcliff Lake, NJ 07677.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 4th day of March, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

RESOLUTION

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

**RESOLUTION #119-24
DATE: March 4, 2024**

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

A RESOLUTION AWARDING CONTRACT MWT-011Q TO COLLIERS ENGINEERING FOR AFFORDABLE HOUSING LITIGATION SERVICES

WHEREAS, by Resolution #024-24, dated January 4, 2024, the Township Council awarded an Annual Professional Services Contract to Colliers Engineering and Design (“Colliers”), to serve as Township Planner for 2024; and

WHEREAS, by Resolution #122-23, dated May 1, 2023, the Township Council awarded a Professional Services Contract to Colliers Engineering and Design (“Colliers”), for Professional Planning Services for Affordable Housing Litigation (MWT011O); and

WHEREAS, the Township requires continued Professional Planning Services for Affordable Housing Litigation; and

WHEREAS, Colliers has submitted a proposal MWT-011Q, dated February 22, 2024, to perform the required services for an amount not-to-exceed \$20,000.00, and

WHEREAS, the CMFO, has provided a Certification as to the Availability of Funds in Account # 24-287-56-000-011 (Reserve – Development Fees);

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mahwah that a Contract be and is hereby awarded to Colliers in a not-to-exceed amount of \$20,000.00 for services as specified in Collier’s proposal; and

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

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

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution and Contract on file and available for inspection in the office of the Township Clerk and shall forward a copy of this Resolution to the Mayor; Business Administrator; QPA; CMFO; Assistant to the Business Administrator, Township Engineer, Director of Planning and Zoning; and Colliers Engineering and Design 53 Frontage Road, Suite 110, Hampton, NJ 08827.

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

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 4^h day of March, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

TOWNSHIP OF MAHWAH

REQUEST FOR CERTIFICATE OF FUNDS

ORIGINAL

DATE: February 29, 2024

TO: CORINNE HOCKMAN, CFO

FROM: JANET PUZO, ASSISTANT TO THE BUSINESS ADMINISTRATOR

RE: CERTIFICATION OF FUNDS FOR COLLIERS ENGINEERING AND DESIGN, PROJECT
MWT011Q -AFFORDABLE HOUSING COMPLIANCE PLANNER SERVICES

Please certify that the following account has sufficient funds for a contract with Colliers Engineering and Design, for Affordable Housing Compliance Planner Services.

Account: 24-287-56-000-011 Amount: \$ 20,000.00 U/B \$ 1,466,067.92

This contract does exceed \$17,500.00.


Benjamin Kezmarsky
Department Head

DO NOT WRITE BELOW THIS LINE

TOWNSHIP COUNCIL

Pursuant to N.J.A.C. 5:30 – 1.10, I hereby certify that as of _____,

the free and unencumbered balance in the appropriation account (s) entitled

_____ see above _____ is \$ _____ see above _____ and that there are

adequate funds available for the proposed contract noted above.


Corinne Hockman, CFO

Resolution No.: 119-24
Ordinance No.: _____

This is to certify that the required funds needed in connection with the above are available in Account:
_____ see above _____.

Dated: 2/23/24


Benjamin Kezmarsky
Business Administrator

REC'D MUNICIPAL CLERK
FEB 28 '24 PM 5:47

RESOLUTION

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

**RESOLUTION #120-24
DATE: MARCH 4, 2024**

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

Governor's Council on Alcoholism and Drug Abuse Fiscal Grant Cycle July 2020 through June 2025

FORM 1B

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, The Township Council of the Township of Mahwah, County of Bergen, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore, has an established Municipal Alliance Committee; and,

WHEREAS, the Township Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Township Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Bergen.

NOW, THEREFORE, BE IT RESOLVED by the Township of Mahwah, County of Bergen, State of New Jersey hereby recognizes the following:

1. The Township Council does hereby authorize submission of a strategic plan for the Mahwah Municipal Alliance grant for fiscal year 2025 in the amount of:

GCADA Grant	\$ 5754.10
Cash Match	\$ 1438.53
In-Kind	\$ 4315.58

2. The Township Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

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 4th day of March, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #121-24
DATE: March 4, 2024

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

TRANSFER OF APPROPRIATIONS

WHEREAS, certain transfer of funds for various 2023 budget appropriations are necessary to cover anticipated expenditures; and

WHEREAS, N.J.S.A. 40A:4-59 provides for transfers from appropriation reserves with an excess over and above the amount deemed to be necessary to fulfill the purpose for such appropriations, to those appropriations deemed to be insufficient;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Mahwah, that the transfers be made between the 2023 budget appropriations as follows:

<u>CURRENT FUND</u>	<u>FROM</u>	<u>TO</u>
GENERAL APPROPRIATIONS		
Operations - within "CAPS"		
Patrol:		
Salaries & Wages	60,000.00	
Central Electricity:		
Other Expenses		60,000.00
Patrol		
Salaries & Wages	4,000.00	
Central Gasoline:		
Other Expenses		4,000.00
Engineering:		
Other Expenses	50,000.00	
Workers Compensation:		
Other Expenses		50,000.00

BE IT FURTHER RESOLVED that the Township shall forward a copy of this Resolution to the Mayor, Business Administrator and Chief Financial Officer.

I hereby certify that this resolution consisting of two (2) page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, 4th day of March, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #122-24
DATE: MARCH, 2024

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

See attached **CANCELLATION OF IMPROVEMENT AUTHORIZATIONS**, consisting of one (1) page(s).

I hereby certify that this resolution consisting of one (1) page(s) was adopted at a meeting of the Township Council of the Township of Mahwah on the 4th day of March, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson III
Council President

CANCELLATION OF IMPROVEMENT AUTHORIZATIONS

WHEREAS, there exists certain unexpended improvement authorization balances on the balance sheet of the General Capital Fund; and

WHEREAS, the unexpended improvement authorization balances remain dedicated to projects now completed or the balances are determined to be in excess of the amount necessary for the completion of the projects; and

WHEREAS, it is necessary to formally cancel said balances so that the unexpended balances may be credited to deferred charges to future taxation unfunded, reserve for payment of debt or fund balance and the unused debt authorizations may be cancelled;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Township of Mahwah that the following unexpended improvement authorization balances be cancelled:

GENERAL CAPITAL FUND:

ORDINANCE

NUMBER

DESCRIPTION

FUNDED

UNFUNDED

1765	Various Capital Improvements	2,536.00	
1832	Various Capital Improvements	4,572.70	
1864	Various Capital Improvements	2,280.84	
1864	Various Capital Improvements	1,087.50	
1876	Various Capital Improvements	1,779.69	
1905	Various Capital Improvements	3,277.03	
1905	Various Capital Improvements	85,892.33	
1933	Various Capital Improvements	.88	
1933	Various Capital Improvements	352.32	
1975	Various Capital Improvements	426.93	
1975	Various Capital Improvements	752.14	
1975	Various Capital Improvements	3,640.95	
1975	Various Capital Improvements	3,347.75	
1975	Various Capital Improvements	21,577.22	

\$131,524.28
=====

\$0.00
=====

RESOLUTION

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

**RESOLUTION #123-24
Date: March 4, 2024**

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

RESOLUTION AUTHORIZING A DEED OF EASEMENT GRANTING A RIGHT-OF-WAY EASEMENT TO THE COUNTY OF BERGEN IN CONNECTION WITH THE BERGEN COUNTY UNITED WAY/MADELINE HOUSING PARTNERS, LLC DEVELOPING 70 ISLAND ROAD (BLOCK 56, LOT 74) WITH FIFTEEN INDEPENDENT LIVING UNITS FOR INDIVIDUALS WITH SPECIAL NEEDS

WHEREAS, Bergen County United Way/Madeline Housing Partners, LLC (BCUW), are nonprofit entities and have jointly applied to develop 70 Island Road (Block 56, Lot 74) for fifteen independent living units for individuals with special needs; and

WHEREAS, the development will provide the Township with fifteen affordable housing credits toward the Township's State-mandated affordable housing obligation; and

WHEREAS, while the project may be considered exempt from taxation, BCUW has agreed to provide for a payment to the Township in the amount of \$10,000/year for years 1 through 10 and \$15,000/year for years 11 through 30, so long as the property is solely dedicated for its intended purpose of independent living units for individuals with special needs and meets the requirements of the State regulations and guidelines; and

WHEREAS, the project is conditioned up the Township granting to Bergen County a permanent right-of-way easement for road-widening purposes; and

WHEREAS, BCUW has provided the attached Deed of Easement for Roadway Purposes, which the Township Attorney has reviewed and found it acceptable as to form; and

WHEREAS, the Township Engineer has reviewed and approved the metes & bounds description attached to the Deed of Easement; and

WHEREAS, the Township is authorized pursuant to law to grant interests in real property, including easements, by resolution or ordinance; and

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

1. The Township hereby authorizes the Deed of Easement for Road Purposes attached hereto and incorporated herein.
2. The Mayor and Clerk are hereby authorized and directed to execute the Deed of Easement for Roadway Purposes.
3. The County of Bergen shall record the Deed.

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 4th day of March, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson, III
Council President

Prepared by:
William Brown, Esq.

Record and Return to:
County of Bergen
Office of the County Counsel
One Bergen County Plaza
Hackensack, NJ 07601

DEED OF EASEMENT FOR ROADWAY PURPOSES

This **DEED of EASEMENT** ("This Deed") is made on _____, 20____,

BETWEEN: TOWNSHIP OF MAHWAH, whose address is 475 Corporate Drive, Mahwah, NJ 07430, New Jersey ("Grantor").

AND: THE COUNTY OF BERGEN, whose address is One Bergen County Plaza, Hackensack, New Jersey 07601 ("Grantee").

1. **Grant of Easement.**

- A. **Perpetual Rights:** The Grantor grants to the Grantee a perpetual right-of-way easement (herein "Road Easement") through, over, upon, under, in and across the property described in metes and bounds as set forth in Exhibit "A" and as shown on Exhibit "B" annexed hereto (herein the "Easement Area").
- B. **Purpose of Easement:** This Road Easement shall be solely for a public roadway and all necessary surface and subsurface appurtenances and widening, including but not limited to traffic signals and/or control devices, curbing, storm and sanitary sewers, culverts, public utilities, telecommunication facilities and other fixtures, appurtenances, improvements and facilities (hereafter the "Facilities") with the perpetual right to construct, reconstruct, relocate, operate, inspect, protect and repair or replace all improvements constructed within the Easement Area, including all reasonable incidental including but not limited to the right to subjacent lateral support.

2. **Consideration.** This Deed is made for valuable consideration of less than One Hundred Dollars (\$100.00), the receipt and sufficiency of which is hereby acknowledged by Grantor.

3. **Tax Map Reference.** (N.J.S.A. 46:15-2.1) Township of Mahwah, County of Bergen, Block 56 Lot 74. Commonly known as 70 Island Road.

4. **Property.**

- A. A portion of Grantor's property located in the Township of Mahwah, Block 56, Lot 74, County of Bergen and State of New Jersey as shown and as set forth more specifically in a metes and bounds description as **Exhibit "A"** and as shown on a parcel map plan, a copy of which is attached as **Exhibit "B"** ("the Property").
- B. Subject to restrictions and easements of record, if any, municipal zoning ordinances, and such state of facts as an accurate survey and inspection of the premises may disclose.
- C. This conveyance is made on the condition that the lands and premises herein conveyed shall be used for County road widening purposes.

5. **Promises by Grantor.** The Grantor represents that, to the Grantor's actual knowledge and except in connection with the acquisition and development of the Easement Area, the Grantor has done no act to encumber the Property. This promise is called a "Covenant as to Grantor's Act" (N.J.S.A. 46:4-6) and means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Easement Area, except as currently exists (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

6. **Conditions.** This Road Easement is subject to the following terms, conditions and limitations:

- A. The Grantee, its servants, employees and agents shall exercise their best efforts to minimize any disturbance or negative impact upon Grantor and its tenants.
- B. The grant of this Road Easement is conditioned upon the Grantee's repair of any damage to the Grantor's real property and/or improvements occasioned by any entry and/or activity pursuant to this Road Easement and to the restoration of Grantor's property, at Grantee's sole cost and expense, to the condition substantially similar to that prior to entry.
- C. Subject to the written consent of the Grantee, not to be unreasonably withheld, conditioned or delayed, Grantor shall have the right to allow utilities to use the Easement Area for any purpose that does not materially interfere with the Grantee's rights hereunder. Grantor's right to allow other utilities to use the Easement Area does not include the right to allow other utilities to use the improvements and facilities that Grantee has or may install in the Easement Area.
- D. Grantor agrees that no buildings or structures shall be erected over or in the Easement Area.
- E. Grantee shall indemnify, defend and hold harmless Grantor and its tenants, employees, members, officers, representatives, agents and affiliates from and against any loss, costs, claims or

liabilities caused directly by the Grantees work with the Road Easement, the Easement Area, the Facilities and/or any use or misuse thereof by Grantee, its agents, employees, representatives or affiliates, or any third party.

7. **Maintenance.**

- A. Pursuant to N.J.S.A 27:16-8, the Grantee shall maintain and repair the Easement Area in a good and workmanlike manner pursuant to County policy and subject to limitations set forth below, at the sole cost and expense of the Grantee. Grantee shall also be responsible, at its sole cost and expense, for the construction, repair, maintenance, replacement and reconstruction of all "Facilities" that it constructs in the Easement Area again subject to limitations set forth below. In the event Grantee shall wish to perform any maintenance or repair, other than usual and customary maintenance, Grantee shall provide reasonable prior written notice to the Grantor.
- B. Grantee shall have the right to trim, cut and remove such tree branches, roots, shrubs, plants, trees, vegetation which might, within the exclusive reasonable discretion and judgment of Grantee, interfere with or threaten the safe, proper or convenient use, maintenance or operation of the road and Facilities in the Easement Area. Grantee shall not be responsible for any damage to any trees or other vegetation due to the installation of the Facilities. Notwithstanding anything to the contrary, Grantee, its servants, employees and agents shall attempt to minimize any disturbance or negative impact upon Grantor and its tenants.
- C. To the extent that the Grantor is otherwise required to do so, Grantor shall continue to control, maintain and repair the sidewalks, handicapped ramps and grass and/or landscaped areas, if any, in the Easement Area, and keep same in good condition, at the sole cost and expense of the Grantor and pursuant to all applicable laws.

8. **Who is Bound.** The terms and conditions of this Deed are legally binding upon the Parties and shall inure to the benefit of the respective successors and/or assigns or Grantor and Grantee.

9. **Modification of Deed.** Any modification of this Deed or additional obligation assumed by either party in connection with this Deed shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SIGNATURES NEXT PAGE

SIGNATURE PAGE

Witness:

Date:

Grantor:

TOWNSHIP OF MAHWAH

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Witness:

Date:

Grantee:

COUNTY OF BERGEN

Sign: _____

Sign: _____

Print: _____

THOMAS J. DUCH, Esq.
COUNTY COUNSEL/
COUNTY ADMINISTRATOR

ACKNOWLEDGMENT

STATE OF NEW JERSEY)

: ss:

COUNTY OF BERGEN)

I certify that on _____, 20____, before me personally came

_____ and acknowledged under oath, to my satisfaction, that this person
(or if more than one, each person):

(a) Is named and personally signed this Deed of Easement and is the

_____ of _____, the

limited liability company named in the attached document;

(b) This person signed and delivered this document on behalf of the Company as its voluntary act duly
authorized by its Members pursuant to its Operating Agreement;

(c) This person signed this proof to attest to the truth of these facts.

Signed and sworn to before me this

_____ day of _____

Notary Public

Acknowledgment

STATE OF NEW JERSEY

SS.

COUNTY OF BERGEN

I CERTIFY that on this _____ day of _____,

Thomas J. Duch, Esq., personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as the **County Counsel/County Administrator of the County of Bergen**, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument.

Signed and sworn to before me this

_____ day of _____

Notary Public

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #124-24
DATE: MARCH 4, 2024

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

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH NEW JERSEY TRANSIT TO PARTICIPATE IN THE ADOPT-A-STATION PROGRAM

WHEREAS, New Jersey Transit has established an Adopt-A-Station Program through which a volunteer group may adopt a train station to work on various projects making visual or aesthetic improvements to the site; and

WHEREAS, the Township of Mahwah's Beautification Committee wishes to participate in the Program in connection with the Mahwah Train Station; and

WHEREAS, there is no cost to taxpayers for the projects or the Township's participation; and

WHEREAS, to participate, the Township must enter into the attached Adopt-A-Station Agreement, which has been reviewed by the Township Attorney; and

WHEREAS, the Township Council finds it in the best interest of the Township's residents, businesses, and visitors to authorize the Agreement and support the Beautification Committee's participation in the Program.

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

1. The Adopt-a-Station Agreement attached hereto is hereby authorized.
2. The Mayor and Clerk are authorized and directed to execute the Agreement.
3. A copy of this resolution and the Agreement shall be on file in the Office of the Township Clerk for inspection by the public.

This Resolution shall take effect immediately.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 4th day of March, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson III
Council President

ADOPT-A-STATION AGREEMENT

THIS AGREEMENT is made this ____ day of ____ between New Jersey Transit Corporation, an instrumentality of the State of New Jersey, with an address of One Penn Plaza East, Newark, New Jersey, 07105 ("NJ TRANSIT"),

And

(Name of organization), with an address of (Organization's address), New Jersey, (zip code) ("APPLICANT"). Throughout this Agreement, both NJ TRANSIT and APPLICANT are referred to as "Parties".

RECITALS:

WHEREAS, to maintain and enhance safe and attractive NJ TRANSIT train station sites for commuters, communities, and to support a cleaner environment, NJ TRANSIT has established a program known as Adopt-A-Station ("Program"), through which an individual or group of individuals volunteers to adopt a train station site or a portion thereof ("Site") to do work, projects, or perform other activities to improve the Site as set forth in Exhibit A;

WHEREAS, the APPLICANT desires to participate in NJ TRANSIT's Program and NJ TRANSIT agrees to provide certain materials and information to the APPLICANT to enable and facilitate APPLICANT'S participation in the Program; and

NOW, THEREFORE, in consideration of the mutual benefits to be received by NJ TRANSIT and the APPLICANT through participation in the Program, the Parties agree to the following:

1. The above recitals are incorporated into the body of this Agreement.
2. Subject to the conditions set forth below and in the attached exhibits, the APPLICANT "adopts" the Site as set forth in Exhibit A, which is attached to and made a part of this Agreement, for a minimum period of two years beginning (Date), subject to NJ TRANSIT's absolute right of termination for convenience or cause.
3. NJ TRANSIT will conduct an initial safety orientation meeting with authorized representative(s) of the APPLICANT prior to APPLICANT performing any work or projects at the Site.
4. (A) The APPLICANT will perform work or projects at the Site as set forth in Exhibit A at the frequency agreed upon by the Parties, but not less than four times per year, subject to at least one week notice to the Program COORDINATOR and APPLICANT's receipt of advance written approval from the Program COORDINATOR. The Program COORDINATOR contact numbers are set forth in Exhibit F. All Program work or projects must be conducted during daylight hours and during non-peak commuting hours (i.e., from 9:30AM to 3:00PM Monday through Friday, all day Saturday, Sunday and certain Federal and State Holidays). The Program COORDINATOR must provide advance written approval of the specific hours and days that APPLICANT will perform Program work or projects.

5. Prior to performing Program work or projects, the APPLICANT shall conduct at least one safety orientation session with its participants ("Applicant's Participants") to review, at a minimum, safety and other guideline materials supplied by NJ TRANSIT. The safety and other guideline materials provided by NJ TRANSIT and attached hereto as Exhibit C must be reviewed by every person who will participate in the Program. No participant may be involved in Program activities unless he/she has attended at least one safety orientation session conducted by the APPLICANT and has signed a release, a copy of which is attached hereto as Exhibit B and made a part of this Agreement. An authorized representative of the APPLICANT shall maintain the executed release forms during the term of the Agreement and for three years thereafter, and must provide all forms to NJ TRANSIT upon request.

6. The APPLICANT agrees to comply with the Safety Requirements and Recommendations set forth in Exhibits C and D which are attached hereto and made a part of this Agreement. The APPLICANT further agrees to cause Applicant's Participants to comply with these Safety Requirements and Recommendations.

7. Prior to the first scheduled Program work or project session, NJ TRANSIT will supply the APPLICANT with the required number of safety vests and heavy-duty clear plastic bags. NJ TRANSIT may supply the APPLICANT with any other supplies needed, in NJ TRANSIT's sole discretion.

8. NJ TRANSIT, through the Program COORDINATOR identified in Exhibit F, will arrange to have full trash bags removed when applicable. Immediately upon completion of Program work on the Site, The APPLICANT must provide notification to NJ TRANSIT Response Center of the number and location of trash bags filled and requiring removal. Trash bags shall be hauled to the designated disposal area by the APPLICANT.

9. (A) NJ TRANSIT, at its expense, will provide, install and maintain one permanent sign designating the Program name and the APPLICANT name at the exterior of the main entrance to the station or at such other location that NJ TRANSIT deems appropriate, in the sole discretion of NJ TRANSIT.

(B) The APPLICANT shall not use or display any business logo or commercial advertising at the Site.

(C) Photos of Applicant's Participants performing Program work or projects are encouraged and shall be used to promote the Program and recognize APPLICANT. APPLICANT, on behalf of Applicant's Participants, hereby consents to being photographed while performing Program work or projects, and further consents to the public use of such photographs.

10. After each Program session, the APPLICANT shall complete a report which includes the date and description of work performed or project done, the number of hours spent on Site, the number of participants involved and, when applicable, the number of trash bags filled. These reports will be filled out on pre-printed forms furnished by NJ TRANSIT and the APPLICANT shall be responsible for submitting this report to the Program COORDINATOR within one week of the date each Program session is conducted at the Site.

11. The APPLICANT shall defend, indemnify, protect and save harmless the State of New Jersey, New Jersey Transit Corporation, its subsidiaries, and their agents, servants, directors, officers, and employees from and against any and all suits, claims, demands or damages of whatsoever kind or nature arising out of or related to the performance of this Agreement by the APPLICANT, Applicant's Participants, or its directors, officers, agents, servants, volunteers, or employees including but not limited to expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or otherwise; provided, however, that the obligations of the APPLICANT hereunder shall not apply when the fault or negligence of an agent or employee of NJ TRANSIT is the sole cause. NJ TRANSIT will, as soon as practicable, after a claim has been made against it, give written notice thereof to the APPLICANT along with full and complete particulars of the claim. If the suit is brought against NJ TRANSIT, NJ TRANSIT will immediately forward to the APPLICANT every demand, complaint, notice, summons, pleading, or other process received by NJ TRANSIT or its representatives.

12. (A) NJ TRANSIT shall have the right at its sole discretion, whether for convenience or cause, to terminate this Agreement at any time by providing immediate verbal notice to the APPLICANT. In the event of verbal notice, written notice to the APPLICANT will follow within thirty (30) days thereafter. Notwithstanding the foregoing, termination of this Agreement for either cause or convenience by NJ TRANSIT shall be effective upon verbal notice to APPLICANT.

(B) After the initial two-year period, the Agreement shall continue from year-to-year, but the APPLICANT shall have the right to terminate this Agreement at any time, after such initial term, upon sixty (60) days written notice to NJ TRANSIT.

13. The APPLICANT shall, at no cost to NJ TRANSIT, be responsible to repair, to the satisfaction of NJ TRANSIT, or compensate the owner for, any damage caused by the APPLICANT or Applicant's Participants while performing any act incidental to or during its performance under this contract, to any real or personal property, whether publicly or privately owned. Whether to repair or replace property damaged by the APPLICANT or Applicant's Participants shall be in NJ TRANSIT's sole and absolute discretion.

14. Any notice to or communication with NJ TRANSIT by the APPLICANT shall be with the Program COORDINATOR. Any notice to or communication with the APPLICANT shall be to the authorized signatory of this Agreement at the address above shown.

15. The APPLICANT, by entering into this Agreement, certifies that it does not represent an elected official or candidate for public office.

16. The APPLICANT has been provided with NJ TRANSIT criteria for eligibility to participate in the Program annexed hereto as Exhibit E and, by signing this Agreement, certifies that it meets all such criteria.

17. NJ TRANSIT encourages the APPLICANT, when volunteering to pick up litter, to separate and recycle appropriate materials. Where required by law or ordinance, APPLICANT shall cause Applicant's Participants to separate and recycle appropriate materials. Should any fines or penalties be incurred as a result of Applicant's Participants' failure to separate and recycle appropriate materials, APPLICANT shall be solely responsible for same.

18. This Agreement and its attached Exhibits constitute the entire understanding

between the Parties. Any changes to the terms of this Agreement must be agreed to by both Parties and reduced to writing.

19. This Agreement and its terms are to be construed under and governed by the laws of the State of New Jersey. Any litigation arising out of this Agreement is to be venued in the courts within the State of New Jersey.

20. Should any part of this Agreement be deemed unenforceable, it shall be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

21. APPLICANT acknowledges that because NJ TRANSIT is a public instrumentality of the State of New Jersey, the Tort Claims Act, Contractual Liability Act, and Open Public Records Act, as codified, apply.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective on the date written above.

[APPLICANT NAME]

By: _____
Name:
Title:

NEW JERSEY TRANSIT CORPORATION

Approved:

By: _____
Lisa Fanning
Deputy General Manager Infrastructure Engineering – Rail Operations

By: _____
James Sincaglia
Vice President and General Manager - Rail Operations

This Agreement has been approved as to form only, on behalf of New Jersey Transit Corp.

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY

By: _____
Deputy Attorney General

EXHIBIT A
(Drawing Optional)

Rail Station: (Name of rail station being adopted.)

Rail Line:

County:

Municipality:

Exclusions:

Platforms

Any area with immediate proximity to tracks.

Areas not owned by NJ TRANSIT.

Description of parameters for Program work or projects and frequency of same:

(Description of organizations scope of work performed at chosen station site.)

GROUP RELEASE

I/We understand that participation in the Adopt-A-Station Program involves performing work or doing a project at a train station site near an active railroad right-of-way and is a potentially hazardous activity. I/We assume all risks associated with participation in the Program and hereby for myself, my heirs, executors and administrators waive and release the State of New Jersey, NJ TRANSIT Corporation, all of its subsidiaries, including but not limited to NJ TRANSIT Rail Operations, and their officers and employees from all claims, liability, risk of loss or damage of any kind including wrongful death associated with or arising out of my/our participation in the Adopt-A-Station Program. I/We certify that I/we have reviewed and understand the Adopt-A-Station safety materials prior to my/our participation in the Program.

IF SIGNATORY IS LESS THAN 18 YEARS OF AGE, THIS MUST ALSO BE SIGNED BY A PARENT OR GUARDIAN:

[illegible]

EXHIBIT C

SAFETY REQUIREMENTS

APPLICANT and Applicant's Participants, as the case may be, must in the Adopt-A-Station Program shall comply with the following requirements:

X APPLICANT must call the NJ TRANSIT Station Response Center at 1-800-835-2090 immediately upon arrival at the Site to report the time Applicant's Participants start work or a project; APPLICANT must call again to report the time you finish.

X Applicant's Participants must perform Program work or projects in the designated Site area(s) and, as applicable, clearly mark and post work or project area(s).

X Applicant's Participants are strictly prohibited from standing, walking or otherwise crossing over or entering upon the railroad tracks: Applicant's Participants must cross only at the designated crossing areas.

X A fully stocked first aid kit must be on site. NJ TRANSIT will provide safety vests and may provide other safety items, but other applicable safety equipment such as protection glasses must be provided by APPLICANT.

X Applicant's Participants are strictly prohibited from possessing or drinking alcoholic beverages.

X Applicant's Participants must be knowledgeable and mindful of, and must observe all instructions within, NJ TRANSIT's safety training materials.

X APPLICANT must attend at least one safety orientation session conducted by NJ TRANSIT during each calendar year.

X Applicant's Participants must attend at least one safety orientation session conducted by APPLICANT during each calendar year.

X Appropriate and adequate adult supervision is mandatory when youth groups are involved in Program work or projects: Two adults per eight participants below the age of 12 are required. Children under the age of 12 are not permitted to participate in the Program without appropriate on-site adult supervision.

X Applicant's Participants must not perform Program work or projects during peak commuting hours (weekdays 6AM to 9:30AM and 3:00PM to 7:00PM), during special or unusual occurrences or during inclement weather conditions.

X Applicant's Participants must stay clear of all construction areas at the train station site or in the vicinity.

X Applicant's Participants must avoid all horseplay or demonstrations of any nature at the train station site including but not limited to on or near the right-of-way.

X Applicant's Participants must wear the safety vests provided by NJ TRANSIT at all times while at the train station site.

X Applicant's Participants must avoid hazardous materials such as car batteries, animal carcasses, or any other questionable or unidentified items.

X Applicant's Participants must notify APPLICANT of all known allergies and physical infirmities prior to participation.

EXHIBIT D

SAFETY RECOMMENDATIONS

Participants in the Adopt-A-Station Program should comply with the following recommendations, which are provided for guidance and are not all-inclusive:

- X Know emergency procedures such as the location of the nearest medical emergency facility and how to quickly summon the police or an ambulance.
- X Avoid overexertion and heat problems by drinking water and taking breaks.
- X Car-pool to and from Site where Program work or project is being done.
- X Wear the recommended attire: long sleeves, blue jeans or long pants, leather shoes or boots, and gloves.
- X Be careful of contact with poisonous plants, bees, wasps, hornets, fire ants, mosquitoes, rodents, snakes, bats, birds, and other creatures. Irritations caused by most plants and creatures can usually be prevented by wearing the recommended attire.
- X Pay special attention to the handling of broken glass, plastic, metal and other items and be careful not to step or kneel on these materials or items.
- X Be aware of visibility problems.
- X Be prepared for unexpected behavior to be demonstrated by motorists, pedestrians or other passers-by.
- X Park vehicles in designated parking spaces and a safe distance from the traveled roadway, train station site access ways, platforms and tracks.
- X Attempt to walk facing oncoming traffic when on sidewalks, in parking lots or other train station site access ways where pedestrian or vehicular traffic occurs.
- X Do not stand or jump on rails, drainage pipes or concrete walls.

EXHIBIT E

CRITERIA FOR ELIGIBILITY

The minimum criteria required for eligibility to participate in the Program include the following:

- X Participants can be individuals, groups, members of organizations, and/or businesses.
- X Participants must be 12 years of age or older; participants under 18 years of age are considered when proper adult supervision, parent/guardian approvals and other safety requirements can be met.
- X A commitment to maintain and enhance the safe condition and attractive appearance of a NJ TRANSIT train station site by doing work or projects, at least four times per year, during a two-year period.
- X Accepting responsibility to learn and practice all safety and Program guidelines.

EXHIBIT F

CONTACT PHONE NUMBERS

The Program COORDINATOR, NJ TRANSIT contact person for Adopt-A-Station, can be contacted through the following phone numbers:

X (973) 491-8623

X Laura Cirri , Program Coordinator -

Monday through Friday, regular business hours

X (800) 835-2090

X Station Response Center -

Twenty-four hours daily, seven days a week

(including all State and Federal Holidays)

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #125-24
DATE: March 4, 2024

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

RESOLUTION AUTHORIZING THE EXECUTION OF ADDENDA TO THE CONTRACTS OF SALE DATED NOVEMBER 27, 2023 AND PROCEEDING WITH DUE DILIGENCE RELATED TO THE ACQUISITION OF 93 FRANKLIN TURNPIKE, 109 CEDAR HILL AVENUE AND 111 CEDAR HILL AVENUE

WHEREAS, the Mayor and Council previously authorized three contracts dated November 27, 2023 for the purchase of the aforementioned properties; and

WHEREAS, the time to proceed with the contracts expired and the parties have negotiated modified terms; and

WHEREAS, the modified terms reinstate the prior contracts for the purchase of the aforementioned properties; and

WHEREAS, the Township Council recognizes that there will be a due diligence period as a contingency for the purchase of the properties, which purchase is also subject to adoption of appropriate funding ordinances.

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

1. The Township Administrator, Township Chief Financial Officer, and any other Township official, as may be appropriate and necessary, are hereby authorized to execute three amended contracts for the purchase of the above-referenced properties, subject to Township Attorney and Township Administrator approval, in the total amount of \$3,000,000.
2. The Township Attorney is hereby authorized to proceed with due diligence and order a title search and inspection of the properties, and take any other steps necessary to complete the purchase pending the passage of appropriate ordinances.

3. This approval is specifically conditioned upon the adoption of an ordinance with sufficient funding for the purchase of the properties, which must be considered within ninety (90) days of the execution of the contracts.
4. The contracts require, amongst other items, an appropriate due diligence period, the right for the owner of 111 Cedar Hill Avenue to remain on the premises for six months, and for the Township to immediately collect all other rents with respect to the properties subsequent to the date of closing.

I hereby certify that this resolution consisting of two (2) page(s), was adopted at a meeting of the Township Council of the Township of Mahwah on the 4th day March, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #126-24
DATE: March 4, 2024

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

RESOLUTION OF THE TOWNSHIP OF MAHWAH, COUNTY OF BERGEN, STATE OF NEW JERSEY, REFERRING TO THE PLANNING BOARD FOR REVIEW AND COMMENT A STUDY REPORT AND DRAFT RESOLUTION DELINEATING BLOCK 70, LOT 37 (109 CEDAR HILL AVENUE), LOT 38 (111 CEDAR HILL AVENUE) & LOT 40 (93 FRANKLIN TURNPIKE) AS AN AREA IN NEED OF REHABILITATION

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("LRHL"), provides a mechanism to empower and assist local governments in efforts to promote the advancement of community interests through redevelopment programs for the improvement and expansion of commercial, industrial, residential and civic facilities; and

WHEREAS, the LRHL sets forth the procedures for the Township of Mahwah to declare an area in need of rehabilitation if the area qualifies under one of the criteria enumerated in N.J.S.A. 40A:12A-14; and

WHEREAS, the Township Planner was directed to investigate whether an area encompassing Block 70, Lots 37, 38 & 40 (the "Study Area") qualifies as an area in need of rehabilitation as defined under the LRHL; and

WHEREAS, the Planner prepared a report entitled "Block 70 Area in Need of Rehabilitation Study" dated March 1, 2024, which report is attached hereto (the "Study Report"); and

WHEREAS, the Study Report concludes that more than half of the housing stock in the Study Area is greater than 50 years old, which meets Criteria 2 of the LRHL, and therefore the Study Area qualifies as an area in need of rehabilitation under the LRHL; and

WHEREAS, pursuant to N.J.S.A. 40A:12-14, the Township Council is required to refer the Study Report and a resolution in draft form ("Draft Delineation Resolution") to the Planning Board for review and comment.

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

1. Consideration of whether the Study Area qualifies as an area in need of rehabilitation is hereby referred to the Planning Board of the Township of Mahwah.
2. The Township Clerk shall forward a copy of this Resolution, the Study Report, and the Draft Delineation Resolution to the Planning Board for review and comment.

This Resolution shall take effect immediately.

I hereby certify that this resolution consisting of two (2) page(s), was adopted at a meeting of the Township Council of the Township of Mahwah on the 4th day March, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson III
Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #-24
DATE: , 2024

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

RESOLUTION OF THE TOWNSHIP OF MAHWAH, COUNTY OF BERGEN, STATE OF NEW JERSEY, DELINEATING BLOCK 70, LOT 37 (109 CEDAR HILL AVENUE), LOT 38 (111 CEDAR HILL AVENUE) & LOT 40 (93 FRANKLIN TURNPIKE) AS AN AREA IN NEED OF REHABILITATION

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("LRHL"), provides a mechanism to empower and assist local governments in efforts to promote the advancement of community interests through redevelopment programs for the improvement and expansion of commercial, industrial, residential and civic facilities; and

WHEREAS, the LRHL sets forth the procedures for the Township of Mahwah to declare an area in need of rehabilitation if the area qualifies under one of the criteria enumerated in N.J.S.A. 40A:12A-14; and

WHEREAS, the Township Planner was directed to investigate whether an area encompassing Block 70, Lots 37, 38 & 40 (the "Study Area") qualifies as an area in need of rehabilitation as defined under the LRHL; and

WHEREAS, the Planner prepared a report entitled "Block 70 Area in Need of Rehabilitation" dated March 1, 2024, which report is attached hereto (the "Study Report"); and

WHEREAS, the Study Report concludes that more than half of the housing stock in the Study Area is greater than 50 years old, which meets Criteria 2 of the LRHL, and therefore the Study Area qualifies as an area in need of rehabilitation; and

WHEREAS, pursuant to N.J.S.A. 40A:12-14, the Township Council adopted a resolution on March 4, 2024 referring the Study Report and a draft delineation resolution to the Planning Board for review and comment; and

WHEREAS, on _____, 2024, the Planning Board returned the draft delineation resolution and Study Report with a recommendation that the Study Area be delineated as an area in need of rehabilitation; and

WHEREAS, the Township Council finds it to be in the best interest of the property owners and business owners within the Study Area to delineate the Study Area as an area in need of rehabilitation, and that based upon the Study Report and the Planning Board's recommendation, finds that the Study Area meets the criteria of N.J.S.A. 40A:12A-14 for an area in needs of rehabilitation.

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

1. Based upon the facts reported in the Study Report and the recommendation of the Planning Board, the Township Council find that the Study Area, consisting of Block 70, Lots 37, 38 & 40, meets the eligibility criteria of N.J.S.A. 40A:12A-14 for designation as an area in need of rehabilitation in that more than half of the housing stock in the Study Area is greater than 50 years old, which meets Criteria 2 of the LRHL. The Council further finds that the designation of the Study Area as an area in need of rehabilitation is expected to prevent further deterioration and promote the overall development of the Township of Mahwah in accordance with the requirements of N.J.S.A. 40A:12A-14.
2. The Council hereby delineates the Study Area and all of the properties therein as an area in need of rehabilitation (hereinafter, the "Study Area" shall be the "Rehabilitation Area"), which delineation allows the Council to, among other things, adopt redevelopment plans for all or part of the Rehabilitation Area, enter into redevelopment agreements with redevelopers for the Rehabilitation Area, and adopt an ordinance pursuant to N.J.S.A. 40A:12A-21 et seq. authorizing short-term tax exemptions and/or abatements to properties located within the Rehabilitation Area.
3. The Council hereby directs the Township Clerk to transmit a copy of this Resolution to the Commissioner of the Department of Community Affairs in accordance with the LHRL.
4. All Township officials, employees and professionals are hereby authorized and directed to take all action necessary to effectuate the terms of this Resolution.
5. This Resolution shall take effect immediately.

I hereby certify that this resolution consisting of two (2) page(s), was adopted at a meeting of the Township Council of the Township of Mahwah on the 4th day March, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson III
Council President



Block 70 Area in Need of Rehabilitation Study

Block 70, Lots 37, 38 & 40

March 4, 2024

Prepared for:

Township of Mahwah

Prepared by:

Darlene A. Green, PP, AICP
License No. 33LI00611400

Colliers Engineering & Design, Inc.
53 Frontage Road Suite 110
Hampton New Jersey 08827
Main: 908 238 0900
Colliersengineering.com

Block 70 Area in Need of Rehabilitation Study

Block 70, Lots 37, 38 & 40

Approved by the Planning Board on _____, 2024

Adopted by the Township Council via Resolution _____ on _____, 2024

Project No. MWT-0027

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I. Introduction


On January 24, 2024, the Township Council requested Colliers Engineering & Design, Inc. investigate Lots 37, 38, and 40 in Block 70 (hereinafter "Study Area") to determine if the properties met any of the statutory criteria to qualify as an Area in Need of Rehabilitation as defined by the Local Redevelopment and Housing Law (NJSA 40A:12A, et. seq., hereinafter "LRHL"). The Study Area includes three parcels in the northeastern portion of the Township along Cedar Hill Avenue, just east of Franklin Turnpike (County Road 507). See the aerial map on page 2 for an overview of the properties.

This analysis has been conducted pursuant Section 14 of the LRHL (NJSA 40A:12-14), which specifies the process and criteria required to designate an area in need of rehabilitation and reads as follows:

14a. *A delineated area may be determined to be in need of rehabilitation if the governing body of the municipality determines by resolution that a program of rehabilitation, as defined in section 3 of P.L. 1992, c.79 (C.40A:12-3), may be expected to prevent further deterioration and promote the overall development of the community; and that there exists in that area any of the following conditions such that:*

- (1) A significant portion of structures therein are in a deteriorated or substandard condition;*
- (2) More than half of the housing stock in the delineated area is at least 50 years old;*
- (3) There is a pattern of vacancy, abandonment, or underutilization of properties in the area;*
- (4) There is a persistent arrearage of property tax payments on properties in the area;*
- (5) Environmental contamination is discouraging improvements and investment in properties in the area; or*
- (6) A majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is in need of repair or substantial maintenance.*

Legend

-  Rehabilitation Study Area (Block 70, Lots 37, 38 & 40)
-  Parcels



R:\MID\offices\RedBank\GIS\GISPROJECTS\Municipal\Map_P\WVT\WWT-00271240229.apb B70_AIRRehab_Study_Area_Aerial.mxd



0 50 100
Feet
1 inch = 100 feet

Block 70 Rehabilitation Study Area

Township of Mahwah
Bergen County, New Jersey

Colliers Engineering
& Design

February 2024

II. Description of Study Area

This chapter is divided into three sections. The first section provides a description of the properties within the Study Area. The second section reviews environmental contamination. The third section describes the existing zoning within the Study Area.

Parcel Descriptions

The Study Area is primarily located along Cedar Hill Avenue, with Lots 37 and 38 located on the north side and Lot 40 located on the south side. Lot 40 is also located along the east side of Franklin Turnpike and is a corner lot. The Tax Property Record Cards (hereinafter "Tax Cards") indicate the Study Area contains just over two acres according to the "Acreage" line item.¹ The Study Area is surrounded by a variety of uses including single-family residential uses to the north and east, multi-family residential uses to the south, and commercial uses to the northwest, south, and west.

The NJTransit Main Line is located west of the Study Area to the rear of commercial uses on the west side of Franklin Turnpike. However, the Mahwah Train Station is located approximately six-tenths of a mile to the south along East Ramapo Avenue, which is roughly a 15-minute walk. NJTransit does not operate any bus service in this area of Mahwah.

Block 70, Lot 37

Lot 37 is owned by Josephine Lotito and located at 109 Cedar Hill Avenue according to the Tax Card. The property has 100 feet of frontage along Cedar Hill Avenue and is 100 feet deep according to Sheet 35 of the Township's Tax Map (10,000 square feet).² Based on the information provided on the Tax Card, the property is developed with a one-story, ranch-style, single-family dwelling constructed in 1969. The dwelling contains 2,028 square feet of livable area on the first floor and a 1,776 square foot basement, 1,332 square feet of which is noted to be finished. The dwelling also has a 441 square foot attached garage and a 320



Figure 1 – Lot 37

¹ Data sourced from Tax Cards, dated February 14, 2024, provided by Carolyn Gorge, Municipal Clerk, on February 15, 2024.

² Tax Map sourced from <https://www.mahwahtwp.org/524/Tax-Maps>, accessed February 29, 2024.

square foot stone patio. The "Room Count" information notes the dwelling has three bedrooms, two three-fixture (full) bathrooms, and one two-fixture (half) bathroom, a kitchen, dining room, living room, and family room.

The "Building Information" indicates the dwelling has a brick exterior finish and an asphalt shingle roof. The overall condition as well as the interior condition of the dwelling were noted to be "Typical". It should be noted that the Tax Card indicates the property was inspected on April 15, 2009, roughly 15 years ago.³



Figure 2 – Lot 38

Block 70, Lot 38

Lot 38 is located at 111 Cedar Hill Avenue and is owned by Edward J. and Filomena Puzio. The property has 50 feet of frontage along Cedar Hill Avenue and is 100 feet deep according to the Tax Map. The Tax Card reveals the property is developed with a one-and-a-half-story, cape cod-style, single-family dwelling constructed in 1950. The dwelling contains 1,560 square feet of livable area between the two floors and a 975 square foot basement, 488 square feet of which is noted to be finished. The property also contains a 360 square foot detached garage. The "Room Count" information reveals the dwelling has two bedrooms and one full bathroom on each floor and a kitchen, dining room, and living room on the first floor. The dwelling has vinyl siding and brick exterior finishes and an asphalt shingle roof according to the "Building Information". The overall and interior condition of the dwelling is noted to be "Typical". It should be noted that the Tax Card indicates the property was inspected on April 13, 2009, which is roughly 15 years ago.⁴

Block 70, Lot 40

Lot 40 is located at 93 Franklin Turnpike and is owned by Josphine Lotito according to the Tax Card. The property, which is a corner lot, has 434.37 feet of frontage along Cedar Hill Avenue and 121.18 feet of frontage along Franklin Turnpike (excluding the length of the corner) according to Sheet 35 of the Tax Map. The property is developed with a two-story, colonial-style, two-family dwelling that was constructed in 1910. The dwelling contains 1,922 square feet of livable space between the two floors and an 864 square foot unfinished basement. The "Room Count" information reveals the first floor contains two bedrooms, one full bathroom, a kitchen, dining room, and living room, while the second floor contains one bedroom, one full bathroom, a kitchen, living room, and a dining room. Based on this information, it appears one unit is located on each floor. The two-family dwelling has a stucco exterior finish and an asphalt shingle roof. The overall condition was

³ Data sourced from Lot 37 Tax Card, dated February 14, 2024.

⁴ Data sourced from Lot 38 Tax Card, dated February 14, 2024.

noted to be “typical”, while the interior condition was noted as “fair”. It should be noted that the Tax Card indicates the property was inspected roughly 14 years ago on May 4, 2010.

Additionally, the Tax Card indicates that the property is also developed with a 6,806 square foot mixed-use structure. No other information regarding the mixed-use building’s characteristics, including the year it was built, is provided on the Tax Card. However, historic aerial imagery clearly shows the mixed-use building existed in 1965 (see Figure 4).⁵ This office visited



Figure 3 - Lot 40

the site to review the existing conditions on February 29, 2024. The mixed-use structure appears to have at least one non-residential tenant, “Beverly Hills Hand Car Wash & Detailing”, located on the first floor. The lack of signage on the building suggests there are no other non-residential tenants. As viewed from Cedar Hill Avenue, it is unclear how many residential units exist on the second floor of the building. There is lawn and landscaping to the north, south, and west of the two-family dwelling, while the site is primarily paved around the mixed-use building. The paved area between the two buildings connects to the paved area on adjacent Lot 41.01 to the south.

Finally, the eastern portion of the site is primarily undeveloped, except for a gravel area to the east of the mixed-use building. The gravel area is used for the parking and/or storage of vehicles, equipment, trailers, and other items for Stephen J. Miller Enterprises, Landscape Contractors (name present on several vehicles). It should be noted that the storage of vehicles, equipment, and other items has expanded further east into the grass area along the southern property line.



Figure 4 - Aerial image of Study Area from 1965

⁵ Historic aerials sourced from <https://www.historicaerials.com/viewer>, accessed February 29, 2024.

Environmental Contamination

A review of Mahwah's Municipal Report of all known contaminated sites revealed that no property in the Study Area currently or previously has had any environmental contamination.⁶ However, it should be noted that Lot 40 (Program Interest Number 017568) located at 93 Franklin Turnpike was included in the report but was not noted to be a contaminated site. According to NJDEP Data Miner, the site's Program Interest Number is associated with an underground storage tank registration profile, which is noted to have been terminated. The profile indicates the property has four terminated underground heating oil tanks of various sizes.

Environmental Constraints

The Study Area is generally not encumbered by any environmental constraints including the Highlands Open Water Protection Area ("OWPA"), Highlands Riparian Area, FEMA Special Flood Hazard Area Zone A (100-year flood zone), wetlands, and Highlands Steep Slope Protection Area according to the Highlands Council GIS data.⁷ However, it should be noted that the southeast corner of Lot 40 is within the Highlands OWPA and Riparian Area (0.31 acres). See page 8 for the environmental constraints mapping.

Zoning in the Study Area

Lot 37, 38 and the western half of Lot 40 are located within the B12 General Business District (hereinafter "B12 District"). The B12 District permits the following principal uses:

- Automobile sales
- Bus terminal, offices and garage and facilities for servicing, repairing, maintaining, and parking buses and other related equipment and vehicles
- Distribution terminals
- Business, finance, insurance, professional, and real estate offices
- Funeral parlors
- Health care facilities
- Licensed child-care centers
- Parks and public recreation facilities
- Planned commercial development
- Public facilities
- Restaurants, including fast-food and take-out restaurants
- Retail sales and services
- Solar energy systems

Additionally, the B12 District permits the following conditional uses:

- Animal hospitals, veterinary offices, and kennels
- Essential services
- Fitness and health clubs
- Mechanical automobile washing establishments

⁶ Municipal Report (All Sites) for the Township of Mahwah, obtained from NJDEP Data Miner on February 29, 2024.

⁷ Data obtained from <https://highlands-data-njhighlands.opendata.arcgis.com/>, accessed February 29, 2024 and FEMA Flood Insurance Rate Map, Effective Panel 34003C0057H, dated August 28, 2019, obtained on FEMA's Flood Map Service Center, <https://msc.fema.gov/portal/advanceSearch>, accessed May 18, 2023.

- Motor vehicle body repair shops
- Outdoor storage
- Places of assembly
- Service stations

Table 1, located below, provides the area, yard, and bulk requirements of the B12 District.

Table 1: Bulk Standards of the B12 District

Requirement	B12 District
Minimum Lot Size	12,000 sq ft
Minimum Lot Width	80 ft
Minimum Lot Depth	100 ft
Minimum Front Yard Setback	40 ft
Minimum Side Yard Setback	15 ft (single) / 30 feet (both)
Minimum Rear Yard Setback	40 ft
Maximum Building Coverage	40%
Maximum Impervious Coverage	80%
Maximum Building Height	40 ft or 3 stories

Additionally, the eastern half of Lot 40 is in the ML1 Moderate and Low Residential District (hereinafter “ML1 District”), which only permits residential dwelling units. Applicable area, yard, and bulk requirements of the ML1 District are provided in Section 22-11.6, which includes the following:

Table 2: Bulk Standards of the ML1 District

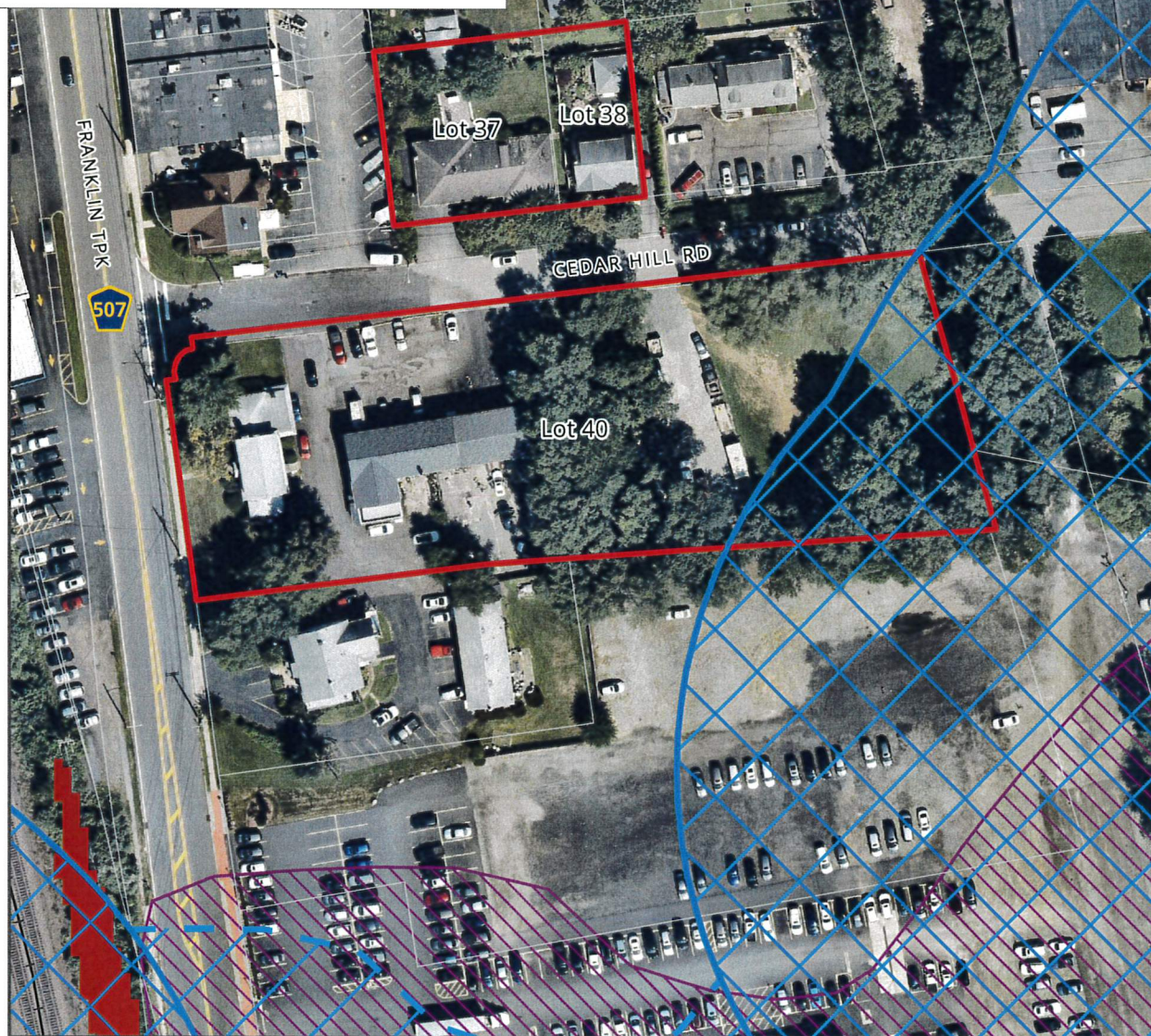
Requirement	ML1 District
Maximum Gross Density	14 dwelling units per acre
Minimum Setback from a Collector Street	35 ft
Minimum Tract Setbacks	
Tracts less than 5 acres	20 ft
Tracts greater than 5 acres	Minimum buffer of 50 ft Maximum buffer of 100 ft
Maximum Building Height	35 ft of 3 stories
Minimum Distance Between Buildings	Average height of the highest opposing wall, but not less than 20 ft
Minimum Common Open Space	20%

Legend

- Rehabilitation Study Area (Block 70, Lots 37, 38 & 40)
- Parcels

Environmental Constraints

- Water Bodies
- Streams
- Highlands Open Water Protection Area
- Highlands Riparian Area
- Highlands Steep Slope Protection Area
- Wetlands
- FEMA Special Flood Hazard Area



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0 50 100
Feet
1 inch = 100 feet

Block 70 Rehabilitation Environmental Constraints

Township of Mahwah
Bergen County, New Jersey

Colliers Engineering
& Design

February 2024

III. Requested Documents

An inspection of the Study Area's existing exterior physical characteristics, current developed uses, and structures was conducted on February 29, 2024. Additionally, this office requested the following information from the Township. Text in italics reflects what information was received.

- Copies of tax cards for all lots.
 - *One tax card for each lot was received on February 15, 2024.*
- Information on all tax lien information for the past five years.
 - *An email from Carolyn George, RMC, Municipal Clerk, on February 15, 2024 indicates there were no tax liens or delinquent utilities on any property in the past five years.*
- Code (property, building, etc.) violations for the past five years.
 - *A Notice of Violation and Order to Correct, dated August 10, 2023, was received to complete a Tenant Application for Steve Miller Landscaping on Lot 37.*
 - *A Notice of Violation and Order to Correct, dated January 10, 2023, was received for rubbish/garbage and lack of storage facilities on Lot 40.*
 - *Ms. George's February 15, 2024 email indicated that no health, building, or fire code violations were issued for any property in the past five years.*
- Information on any unpaid taxes for the past five years.
 - *Ms. George's February 15, 2024 email indicated there were no unpaid taxes in the past five years.*
- Information on any environmental contamination.
 - *Ms. George's February 15, 2024 email indicated no history of contamination was found in the Study Area.*
- Copies of any notices of unsafe structure issued within the past five years.
 - *Ms. George's February 15, 2024 email indicated no notices of unsafe structure were issued within the past five years.*
- A letter from the Township Engineer and/or utility provided on the water and sewer infrastructure age within the Study Area and whether or not said infrastructure is in need of repair/maintenance.
 - *No letter was received. However, Ms. George's February 15, 2024 email indicates the Department of Public Works is unaware of the age of infrastructure in the Study Area.*
 - *Additionally, an email from Ms. George on February 21, 2024 indicates the Superintendent of Water/Sewer indicated the sewer cleanouts were installed in "the late 70's, early 80's" and that he does not have any information on the infrastructure on the properties.*
- Additionally, the following information was received:
 - *Planning Board Resolution for Docket No. TA92-2035 permitting Beverly Hills Hand Car Wash & Detailing, Inc. to occupy 1,200 square feet of the building on Lot 40, memorialized on July 13, 1992.*

- *Planning Board Resolution for Docket No. TA95-2053 permitting East Coast Carpetcare, Inc. to occupy 1,000 square feet of the building on Lot 40, memorialized on November 13, 1995.*
- *A Building Permit for Lot 37 for a water connection, issued on October 13, 2005.*
- *Tenant Application, dated August 28, 2023, for Stephen J. Miller, Enterprises, Inc. to occupy a portion of Lot 40 for the storage of construction trailers and other tool storage.*
- *Tenant Routing Sheet from the Construction Office, dated September 6, 2023, denying Stephen J. Miller Enterprises, Inc. for a use not permitted (trailer storage).*
- *Tenant Routing Sheet from Planning, dated September 8, 2023, denying Stephen J. Miller Enterprises, Inc. from using the property for trailer storage until Board approval is granted.*

DRAFT

IV. Study Findings

The following sections describe how the Study Area meets, or does not meet, the rehabilitation criteria pursuant to the LRHL.

Criteria 1 | “Deterioration”

Our observations of the exterior of the buildings from the street on February 29, 2024 did not reveal any substandard conditions for the structures on Lot 37, 38, and 40. Additionally, Ms. George’s February 15, 2024 email noted that none of the properties have received notices of unsafe structure or any building, health, or fire code violations in the past five years. Based on this information, the Study Area’s three properties do not qualify under Criteria 1 of the LRHL.

Criteria 2 | “Age of Housing”

The Study Area contains three tax lots, Lots 37, 38, and 40. According to data on the Tax Cards, two lots contain single-family dwellings, and one lot contains a two-family dwelling. Table 3 below details each property in the Study Area, the use of the property, the number of residential units on each property, and the age of the unit based on the Tax Cards.

Table 3: Study Area Properties

Block	Lot	Address	Number of Units	Age of Structure	Use
70	37	109 Cedar Hill Avenue	1	1969 (55 years)	One-Family
70	38	111 Cedar Hill Avenue	1	1950 (74 years)	One-Family
70	40	93 Franklin Turnpike	2	1910 (114 years)	Two-Family
Total Qualifying One- and Two-Family Units			4		
Total Units			4		

The Tax Card for Lot 40 also indicates the property contains a 6,806 square foot mixed-use building. However, the number of residential units within the building as well as the age of the building are not noted. This office reviewed historic aerials, which revealed the building existed in 1965 (59 years ago). However, the aerial does not confirm the existence of the residential units.

As shown in Table 3, all of the four confirmed residential units in the Study Area are at least 50 years old. Therefore, more than half of the housing stock in the Study Area is greater than 50 years old, which meets Criteria 2 of the LRHL.

Criteria 3 | “Vacant and Underutilized Properties”

The Township did not provide any documentation indicating any of the properties are vacant or underutilized. Lots 37 and 38 have single-family dwellings that appear to be occupied and maintained. The mix of uses on Lot 40 appear to be active as the site had several vehicles parked in paved areas around the buildings and the car wash business was open during our inspection on February 29, 2024. Therefore, the three lots in the Study Area do not qualify under Criteria 3 of the LRHL.

Criteria 4 | "Unpaid Taxes"

As discussed in Chapter III, Ms. George's February 15, 2024 email indicated that none of the lots had a record of unpaid taxes in the past five years. Therefore, no property in the Study Area would qualify under Criteria 4 of the LRHL.

Criteria 5 | "Environmental Contamination"

As noted in Chapter II, data from NJDEP's Data Miner did not reveal any history of site contamination, other than the registration of terminated underground storage tanks on Lot 40. Additionally, Ms. George's February 15, 2024 email indicated the Township does not have a record of contamination in the Study Area. Therefore, the three parcels do not qualify under Criteria 5 of the LRHL.

Criteria 6 | "Aging Infrastructure"

Limited information has been provided regarding the age of existing water and sewer infrastructure within the Study Area. Therefore, we are unable to opine on if the Study Area would qualify under Criteria 6 of the LRHL.

V. Recommendations

This report was prepared using information received from the Township, a site inspection, and historic aerial imagery. Based on this office's findings in Chapter IV, we have determined that more than half of the housing stock in the Study Area is greater than 50 years old, which meets Criteria 2 of the LRHL. Therefore, the Study Area can qualify as an Area in Need of Rehabilitation under Criteria 2 of Section 14 of the LRHL.

DRAFT

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #127-24
DATE: March 4, 2024

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

RESOLUTION AUTHORIZING THE ADMINISTRATION TO EXECUTE A CONTRACT OF SALE FOR 42 STAG HILL (BLOCK 2 LOT 15) TO NOUVELLE HOME SOLUTIONS, INC. FOR \$75,000 FOR THE CONSTRUCTION OF A VERY-LOW-INCOME FOUR-BEDROOM GROUP HOME TO PROVIDE ADDITIONAL AFFORDABLE HOUSING OPPORTUNITIES WITHIN THE TOWNSHIP

WHEREAS, on August 21, 2023, the Township of Mahwah adopted Resolution #306-23, authorizing a Memorandum of Understanding (MOU) with Nouvelle, LLC ("Nouvelle"), a non-profit housing developer, regarding a possible affordable housing project involving the construction of a four-bedroom, very-low-income group home (the "Project") within the Township; and

WHEREAS, the Project, if approved, would provide additional affordable housing opportunities within the Township; and

WHEREAS, in accordance with the MOU, the Township and Nouvelle discussed proposed concepts and responsibilities as to the management and administration of the Project to facilitate the planning, construction, and implementation of the facility into the Property; and

WHEREAS, the Township now wishes to enter into an Agreement for the Purchase and Sale of Real Estate pursuant to the Local Land and Buildings Law, specifically N.J.S.A. 40A:12-21(1), with certain conditions, to transfer the property located at 42 Stag Hill (Block 2, Lot 15) to Nouvelle Home Solutions, Inc., a nonprofit corporation of the State of New Jersey, for \$75,000 for the purpose of constructing affordable housing.

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

1. The Administration is hereby authorized to enter into the Agreement for the Purchase and Sale of Real Estate, attached hereto and incorporated herein, for sale of 42 Stag hill (Block 2, Lot 15) to Nouvelle Home Solutions, Inc.
2. The Township Attorney and Administration are hereby authorized to proceed with due diligence and take any other steps necessary to compete this purchase pending the passage of appropriate ordinances.
3. This Resolution shall be filed in the Office of the Township Clerk and is available for inspection by the public.
4. The Township Clerk is directed to forward a copy of this resolution to the Business Administrator, Department of Public Works, Department of Construction, and Department of Zoning.

This resolution shall take effect immediately.

CERTIFICATION

I hereby certify that this resolution consisting of two (2) page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 4th day of March, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson III
Council President

**AGREEMENT FOR THE PURCHASE
AND SALE OF REAL ESTATE**

THIS AGREEMENT made and entered into this ____ day of _____, 2024
by and between THE TOWNSHIP OF MAHWAH, a public body corporate and politic,
with offices located at 475 Corporate Drive, Mahwah, New Jersey ("Seller"), and
NOUVELLE HOME SOLUTIONS, INC., a non-profit corporation having a mailing
address of 610 Anderson Avenue, Cliffside Park, NJ 07010 ("Purchaser" of "Buyer").

WITNESSETH that:

ARTICLE 1 - THE PROPERTY

1.01 The property to be purchased and conveyed pursuant to this Agreement is
located at 42 Stag Hill Road, Township of Mahwah, County of Bergen and State of New
Jersey, and consists of approximately 2.66 acres and is designated as Block 2, Lot 15 on
the Township of Mahwah Tax Map, together with any interest of the Seller in and to any
roadways, public or private, abutting and/or adjacent to such property, and together with
all improvements and buildings on such property and the appurtenances thereunto
pertaining (the "Property").

1.02. Purchaser may, at its cost and expense, cause a survey of the Property to be
prepared by a licensed civil engineer and land surveyor of the State of New Jersey, together
with accurate metes and bounds descriptions based thereupon. Said metes and bounds
survey description will be incorporated in the deed of conveyance.

ARTICLE 2 - PURCHASE PRICE AND PAYMENT TERMS

2.01. The Purchase Price to be paid by Purchaser to Seller for the Property shall be
the sum of SEVENTY-FIVE THOUSAND (\$75,000) ("Purchase Price"), which shall be
paid as follows:

(i) At the Closing of title, upon delivery of deed, other required documents and full possession, by cash, certified check or cashier's check, the balance due:

-----\$75,000

Total-----\$75,000

This contract is contingent upon the funding contingencies set for in the Memorandum of Understanding between the parties dated September 1, 2023 and more specifically, Section IV, General Terms, 1) Funding.

ARTICLE 3 – TITLE

3.01 The Township acquired the property through foreclosure and makes no representations as to the title to the Property. In the event the Seller is unable to convey clear and marketable title, insurable at regular rates by a title insurance company licensed to do business in the State of New Jersey, the Seller will forthwith return to the purchaser any and all deposit moneys previously submitted by the purchaser, and neither party shall have any further rights against the other. The acceptance of a deed by the Buyer from the Seller shall extinguish any and all claims that said purchaser may have against the Township of Mahwah in connection with the quality of title conveyed. The Buyer has the right to conduct its only title search. The Seller takes no responsibility with respect to the accuracy of said search and makes no representations as to the quality of title for the Property. Accordingly, the title issues will be deemed satisfied and the Township has no obligation to address any other title issues with respect to the Property.

ARTICLE 4 – RIGHT OF ENTRY FOR TESTS.

4.01. The property is being sold "as is". The Seller makes no representations regarding the quality or condition of the property. On and after the execution of the within Agreement, Purchaser or its designee(s) may at any time and from time to time, but at the

sole cost and expense of Purchaser, enter upon the Property for the purposes of inspecting, making surveys, maps or contour studies, conducting test borings, engineering studies, and other surface and sub-surface soil tests. Nothing herein contained shall be construed so as to require Purchaser to do any of the foregoing. All action taken by Purchaser pursuant to the provisions of this Article 4 shall be in accordance with all laws, rules and regulations applicable thereto and Purchaser shall indemnify and hold Seller harmless against any lien, loss, damage, claim, penalty or liability, arising as a result of any such entry upon the Property. During the period of time that this Agreement is in full force and effect, Purchaser shall procure and maintain, at its sole cost and expense, comprehensive general liability insurance for the Property in amounts not to exceed \$1 million per occurrence, and \$1 million aggregate. Seller shall be named as an additional insured or co-insured with respect to liability coverage. Purchaser shall provide an appropriate certificate of insurance to that effect concurrent herewith.

ARTICLE 5 – CLOSING; DATE OF CONVEYANCE

5.01. The Closing of Title shall take place no later than one hundred and twenty (120) days after the date of this Agreement, time being of the essence, provided that Purchaser has not terminated the Agreement and upon notice given by Purchaser to Seller that all conditions precedent as described herein have been fully met and satisfied, said closing to take place at the offices of Purchaser's attorney, or at such other place within the State of New Jersey as may be designated by Purchaser, between the hours of 10 a.m. and 4 p.m.

5.02. At Closing, Seller shall deliver to Purchaser full possession of the Property free and clear of all tenancies and other rights of possession, and Seller shall also deliver

to Purchaser the following documents: (i) Seller's Bargain and Sale Deed with covenant against acts of grantor, conveying a fee simple title to the Property, title to be as set forth in Article 3 of this Agreement, said deed to be in proper statutory form for recording; (ii) Seller's appropriate Affidavit of Title; and (iii) such other documents as may reasonably be required by Purchaser, its counsel, or the title insurance company designated by Purchaser.

5.03 At closing, provided that the Buyer can demonstrate funding approval from the New Jersey Housing and Mortgage Finance Agency for this project, the Township will hold a Promissory note for no greater than 30 days so that the Buyer can demonstrate closing of title and obtain funding to complete this transaction.

ARTICLE 6 – REAL ESTATE TAXES AND OTHER ADJUSTMENTS

6.01. Real estate taxes and utility bills shall be apportioned and allowed as of the date upon which the title closes. Seller shall be responsible for any and all rollback taxes.

6.02. The provisions of Paragraph 6.01 shall survive the closing of title hereunder.

ARTICLE 7 – ASSESSMENTS

7.01. If, at the date of this Agreement, the Property or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments, whether or not the first installment is then a charge or lien or has been paid, then for the purposes of this Agreement all of the unpaid installments of any such assessments, or the whole thereof as the case may be, including those which are to become due and payable after the Closing, shall be deemed to be due and payable and to be a lien upon the Property and shall be paid and discharged by the Seller at the Closing. Confirmed or unconfirmed improvements or assessments, if any, shall be paid and allowed

by Seller on account of the Purchase Price, if the improvement or work has been commenced or completed on or before the date of this Agreement. The parties acknowledge that there is an understanding going forward regarding taxes in connection with this Affordable Housing project.

7.02. The provisions of Paragraphs 7.01 shall survive the closing of title hereunder.

ARTICLE 8 - PAYMENT OF BROKERAGE COMMISSION

8.01. Seller and Purchaser each represents to the other, which respective representations shall survive the closing of title hereunder, that, neither has dealt with no real estate broker in connection with the within transaction, that no real estate broker has brought the within transaction to its attention and that no real estate commission is due to any real estate broker or any other person as a result of relations between it and such real estate broker or any other person. Seller and Purchaser hereby indemnify and agree to hold the other harmless from and against any loss, liability or expense (including, without limitation, reasonable counsel fees) by reason of any claim for a real estate commission made by any real estate broker or other persons alleging relations, conversations or negotiations with it. However, in the event that the Purchaser and the Seller have been notified in advance of accepting the award of the bid, that a broker is representing the Purchaser, then a Broker Fee shall be paid at closing in the amount of 2% of the purchase price by the Purchaser.

ARTICLE 9 – ASSIGNMENT

9.01. Purchaser, and his successors and assigns, before closing shall have the right to assign this Agreement to a non-profit corporation, subject to all restrictions contained

herein, upon approval by Seller, which shall not be unreasonably withheld provided such assignment is made in accordance with the laws of the State of New Jersey. However, upon such assignment Purchase shall not be relieved of any liability whether theretofore or thereafter accruing hereunder. The liability of Purchaser, his successors or assigns hereunder shall be limited in all events to the Deposit theretofore delivered pursuant hereto, the amount of which the parties hereto agree shall constitute the maximum amount of damages for any default by Purchaser or his successors or assigns hereunder; in no event shall there be any other or further liability on Purchaser or his successors or assigns in the event of default hereunder by Purchaser or his successors or assigns.

ARTICLE 10 - REPRESENTATIONS OF SELLER

10.01. Seller does hereby represent, warrant, and covenant, to the best of its knowledge, as follows, such representations, warranties and covenants, as well as all other representations, warranties, and covenants of Seller set forth in the within Agreement, to be true as of the date of this Agreement, as of the date of Closing and to survive the closing of title hereunder:

(b) That, as of the date of this Agreement, it is not aware of the pendency or threat of any condemnation proceedings as referred to in Article 10 of the within Agreement, or otherwise, and upon receipt of any notice thereof, shall forthwith transmit same to Purchaser.

(c) That, as of the date of this Agreement, it is not aware of any ordinance authorizing improvements, the cost of which might be assessed against the Property and that, to the best of Seller's knowledge, information and belief, no such ordinance is pending or contemplated.

(d) That it is aware that Purchaser shall have the right and shall pursuant hereto, diligently proceed, from and after the date hereof, but at its cost and expense, to attempt to secure all requisite final governmental approvals including, without limitation, a wetlands letter of interpretation, variances, signs, site plan approvals, subdivision approvals, the issuance of building permits and various other municipal, county and/or state or government approvals (including without limitation, environmental approvals, Highland Commission and stream encroachment and/or relocation permits), all requisite utilities, and all requisite rights of access, so as to permit the development of the Property for residential and commercial use, which consent shall not be unreasonably withheld or delayed. Seller does hereby agree that Purchaser may process all of the foregoing at any time from and after the date of execution of this Agreement and this Agreement shall constitute the consent of Seller to any such proceedings without the requirement of any further documentation to effectuate such consent. Seller does further agree to cooperate with Purchaser, at no additional cost or expense to Seller, in connection with any such processing and to execute such documents as maybe reasonably requested of it in connection therewith, including without limitation, applications and plats. In the event that any such documentation is required, same shall be provided by Seller forthwith upon Purchaser's request therefore.

(e) That as of the date of this Agreement, Seller does not have any knowledge of any contamination of, adverse impact upon, or deposit of materials, debris, containers, underground fuel tanks, septic tanks, or other matter or thing of whatsoever nature, in, under or upon all or any portion of the Property arising in any manner including, without limitation, from any other property.

ARTICLE 11 – CONDITIONS PRECEDENT

11.01. The following shall constitute conditions precedent to Purchaser's obligations hereunder and Purchaser shall be under no obligation to close title hereunder unless said conditions precedent are satisfied or waived by Purchaser, any such waiver to be effective only by Purchaser serving Seller with written notice of same executed on behalf of Purchaser, such waiver to be effective only as to the condition or conditions being waived as expressly and specifically set forth in such notice.

(a) To the best of Seller's knowledge, at this time, there is no building or utility moratorium, or similar restriction, however denominated, in effect so as to prevent or restrict Purchaser's proposed development of the Property or any part thereof.

11.02. Except as otherwise expressly provided below, the time for satisfaction of the conditions precedent set forth in Article 12.01 hereof shall remain outstanding and shall not expire so long as Purchaser is diligently proceeding to cause satisfaction of the aforesaid conditions precedent and Purchaser does not terminate the within Agreement for non-satisfaction of any one or more of such conditions precedent, it being expressly acknowledged by Seller that Purchaser's initial payment and such further costs and expenses as may be incurred by Purchaser during the pendency of this Agreement represent a fair and adequate consideration from Purchaser in exchange for such time as may be necessary to determine if the said conditions precedent can be met and satisfied. Purchaser makes no representation of any kind that it will be able to cause any one or more of the conditions precedent to be met and satisfied. Purchaser agrees that it shall cause Seller to be reasonably apprised, from time to time, of the status of all applications for approvals,

and other efforts by Purchaser to cause the various conditions precedent to be met and satisfied.

ARTICLE 12- NOTICES

12.01. All notices provided for under the within Agreement and any notices given in connection herewith in order to be effective, shall be in writing and sent by United States Registered or Certified Mail, postage prepaid, return receipt requested, and/or by facsimile transmission: if sent to Purchaser, to its address hereinabove set forth above, with copy to _____; if sent to Seller, to its address hereinabove set forth, with copy to Fred Semrau, Esq., Dorsey & Semrau, 714 Main Street, Boonton, New Jersey 07005 or to such other address as either party may from time to time specify by appropriate notice hereunder.

12.02. All notices hereunder shall be effective, irrespective of whether or not received, upon deposit of same, in accordance with Article 12.01 hereof, with the United States Postal Service, or if by facsimile, upon receipt of same, excepting only that any notice pursuant to which the address for notices to any party is changed shall be effective only upon receipt thereof.

ARTICLE 13 – MISCELLANEOUS

13.01. All terms and conditions set forth in the Memorandum of Understanding between the Township of Mahwah and Nouvelle Home Solutions, Inc. dated September 1, 2023 are incorporated herein and remain in full force and effect.

13.02. The Buyer will be constructing a facility in accordance with the State of New Jersey and compliance with Affordable Housing income requirements and limitations as set forth pursuant to NJAC 5:93-5, et al containing a minimum of four (4) special needs

units. Any additional units shall also be in compliance with the Affordable Housing income requirements as well as the deed restriction for the premises. There will be a deed restriction on the property in accordance with Exhibit A which sets forth Affordable Housing income limitations for certain residential health care facility bedrooms. Such terms will be incorporated as part of this agreement and the Buyer shall comply with all such terms. The construction of the facility shall be in accordance with the appropriate Health Care Facility Rules and Regulations pursuant to the Department of Community Affairs' Rules and Regulations for Licensed Health Care Facilities pursuant to N.J.A.C. 5:27A-1, et al. and all local and State laws, ordinances and regulations.

13.03 Upon the execution of this Contract, Buyer will prepare an Affordable Housing Developer Agreement for the Township of Mahwah's consideration.

13.04. Prior to commencing any construction, Buyer will execute and deliver to the Township of Mahwah an Affordable Housing Deed Restriction in the form of the attached. If at any point in time the Affordable Housing Deed Restriction is violated, the Property would revert back to the Township of Mahwah.

13.05. The Seller shall be provided with a copy of the plans for the construction of the facility which shall be in accordance with all State and local Affordable Housing guidelines prior to submitting an application for a permit for construction of the facility. The Seller must approve same.

13.06. This Agreement may not be changed or terminated orally by either party; it may be amended only by a written agreement executed by all parties hereto.

13.07. This Agreement shall be deemed to be a contract made under the laws of the State of New Jersey and for all purposes, including interpretation hereof and

performance hereunder, shall be governed in accordance with the laws of the State of New Jersey.

13.08. This Agreement shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

13.09. If Seller is in default of its obligations hereunder to close title, Purchaser's sole remedy shall be to seek specific performance of Seller's obligations under this Agreement. If Purchaser is in default of its obligations hereunder to close title, Seller's sole remedy shall be to obtain the Deposit as provided in Article 2.01 hereof and retain same as liquidated damages, and not as a penalty, the parties acknowledging that it would be difficult to ascertain actual damages to Seller and that the Deposit represents a fair estimate of such damages. If either party initiates litigation against the other, the prevailing party shall be entitled to recover attorneys' fees and costs in such litigation. If there is no closing of title pursuant hereto for reasons other than Seller's default, Purchaser shall turn over to Seller, without cost or expense to Seller, the survey which it has secured, as well as any and all, testing and engineering studies and reports, including site plan and topographic studies, which Purchaser has received and theretofore provided payment for, and Purchaser shall assign to Seller, without cost or expense to Seller, any and all approvals and permits which Purchaser may have obtained with respect to the Property. Purchaser shall also provide Seller with a copy of all approvals and permits which Purchaser obtains with respect to the Property as they are obtained.

13.10 If there are any structures on the property it shall be the sole responsibility of the Buyer to demolish same in accordance with the law.

[SIGNATURES ON FOLLOWING PAGE]

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

WITNESS

SELLER:
TOWNSHIP OF MAHWAH

Benjamin Kezmarsky
Township Administrator

By: _____
James Wysocki, Mayor

WITNESS:

PURCHASER: NOUVELLE HOME SOLUTIONS,
INC.

By: _____

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #128-24
DATE: March 4, 2024

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

EMERGENCY TEMPORARY APPROPRIATIONS

WHEREAS, an emergent condition has arisen with respect to certain budget appropriations and no adequate provision has been made in the 2024 temporary budget, and N.J.S.A. 40A:4-20 provides for the creation of emergency temporary appropriations for said purpose; and

WHEREAS, the total emergency temporary resolutions adopted in the year 2024 pursuant to the provisions of N.J.S.A. 40A:4-20 (Chapter 96, P.L. 1951) including this resolution total:

Current \$20,000.00

NOW, THEREFORE, BE IT RESOLVED (not less than two-thirds of all the members thereof affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-20:

1. An emergency temporary appropriation be and the same is hereby made in the total amount of: _____

Current \$20,000.00

2. That said emergency temporary appropriation will be provided for in the 2024 budget;

3. That one certified copy of this resolution be filed with the Director of Local Government Services.

CURRENT FUND:

Deferred Charges and Statutory
Expenditures - Municipal within "CAPS"

Police Administration:

Rental and Maintenance Agreements

\$20,000.00

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I hereby certify that this resolution consisting of two (2) page(s) was adopted at a meeting of the Township Council of the Township of Mahwah on the 4th day of March, 2024.

Carolyn George, RMC
Municipal Clerk

Robert M. Ferguson III
Council President