# Pequannock Township COUNCIL MEETING AGENDA

# February 11 2025



# Township of Pequannock

### TOWNSHIP COUNCIL MEETING AGENDA

February 11, 2025 • 7:00 p.m.

- 1. CALL TO ORDER.
- 2. STATEMENT OF COMPLIANCE WITH THE OPEN PUBLIC MEETINGS ACT.
- 3. PLEDGE OF ALLEGIANCE, PRAYER AND MOMENT OF SILENCE.

**4. ROLL CALL:** Mayor: John Driesse

Deputy Mayor: Kyle Russell

Council Members: Melissa Florance-Lynch, David Kohle, Vincent Siracusa

- 5. PRESENTATIONS.
- 6. REPORTS FROM VOLUNTEERS.
- **7. PUBLIC COMMENT.** (3 minute limit not to exceed 30 minutes total)
- 8. MANAGER'S REPORT
- 9. PUBLIC HEARINGS
  - ORDINANCE NO. 2025-01; ORDINANCE TO ESTABLISH AND PRESERVE A CAP BANK (N.J.S.A. 40A: 4-45.14)
  - ORDINANCE NO. 2025-02; ORDINANCE AMENDING CHAPTER 5-87 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF PEQUANNOCK AND EXPANDING ELIGIBILITY FOR THE JUNIOR FIREFIGHTER PROGRAM TO INCLUDE INDIVIDUALS RESIDING IN ANY MUNICIPALITY THAT IS CONTIGUOUS WITH THE TOWNSHIP OF PEQUANNOCK
- 10. ORDINANCES FOR INTRODUCTION.
- 11. RESOLUTIONS FOR APPROVAL.
  - **R2025-66,** requesting permission to include a Dedication by Rider to establish a Municipal Law Enforcement Trust Account (MLETA)
  - **R2025-67,** approving Change Order No. 10 for the Route 23 Sewer Project decreasing the contract with P&A Contractors of Colonia, NJ by \$127,322.63 to a revised contract price of \$5,654,977.53
  - R2025-68, authorizing an Interlocal Agreement with Morris County for the use of NearMap Us Inc
  - **R2025-69**, authorizing Tax Office refunds, overpayments or cancellations.
  - R2025-70, approving payment of the itemized claims as set forth on the February 7, 2025 Bill List and 2018 FEMA Elevation Escrow list.

### 12. ITEMS FOR DISCUSSION.

- Chamber of Commerce Street Fair
- Solid waste and recycling bid specification options
- 13. REPORTS & NOTICES.
- 14. COUNCIL REPORTS & ANNOUNCEMENTS.
- **15. PUBLIC COMMENT**. (3 minute limit not to exceed 30 minutes total)
- 16. APPROVAL OF MINUTES.
- 17. EXECUTIVE (CLOSED) SESSION.
  - Litigation: Lincoln Park Airport
- 18. ADJOURNMENT.

Next Meetings: Tuesday, February 25, 2025 7:00 p.m.

Tuesday, March 11, 2025 7:00 p.m.

Budget Workshops: 2/15, 9 am; 2/25, 6 pm; 3/11, 6 pm; 3/25, 6 pm (if needed)

# **MANAGER'S REPORT**

# Manager's Report

# Township of



# Pequannock

To:

Township Council

From: Adam W. Brewer, Township Manager and

Re:

Manager's Report – 2/11/2025 Council Meeting

Date:

February 7, 2025

### A) Ordinance Establishing and Preserving a Cap Bank

Under the 1977 Appropriations Cap Law, municipalities have the opportunity to adopt an ordinance that raises the maximum allowable increase in the tax levy from 2% to 3.5% for the current year and retain or bank the amount available from the prior two (2) years, i.e., 2023 and 2024. It is important to note that the ordinance establishes the ability to increase "in cap" appropriations and carry excess cap bank from the prior years; it does not increase the appropriations, an outcome which would require additional legislative action. In essence, it is an insurance policy with no downside that I am aware of, if adopted.

B) Pequannock Township Fire Department Junior Firefighter Membership – Residency Requirement Following discussion and as introduced, consistent with what the Fire Department recommended, an ordinance updating the residency requirement for Junior Firefighters is scheduled for public hearing and potential adoption.

With respect to eligibility for the Junior Firefighters Auxiliary, the following language is present in the Township Code:

"Chapter 5-87. Junior Firefighters Auxiliary Section D (1) states: Applicants for junior membership in the Pequannock Township Fire Department shall reside within the Pequannock Township border and be a minimum of 14 years of age."

The drafted ordinance changes the above to:

"Applicants for junior membership in the Pequannock Township Fire Department shall reside within the Township of Pequannock or reside within any municipality that is contiguous with the Township of Pequannock and be a minimum of 14 years of age."

### C) Rt. 23 Sewer Project: Change Order No. 10 and Final Payment

A resolution is scheduled for the approval of the Township Council, authorizing a last change order and final payment for the Route 23 sewer project. Change Order No. 10 is a reduction in the amount of \$127,322.63 based upon contract close out, final balancing and quantities. With respect to the project, as a whole, the initial contract amount was \$5,699,240.68, the project is being closed out for a total amount \$5,654,977.53 or \$44,263.15 less than the original award. While there were a variety of reasons for additions to the contract, e.g., additional water main and water valve replacement and conditions in the field that were not anticipated, the most significant cost savings was achieved when the sewer main was able to be installed closer to the surface then originally designed.

# Township of

# Pequannock

D) Interlocal Agreement with the County of Morris – NearMap

NearMap US Inc. is a company that provides high resolution, aerial imagery that includes historical/archival images as well as recent pictures. Several years ago, the County of Morris offered access to NearMap to municipalities. The Township of Pequannock was pleased to use the service and NearMap when dealing with zoning/code images from regularly uses enforcement/construction/engineering complaints and issues. It was recently discovered that the agreement between the County and NearMap may not have provided for the County to offer the service to public entities outside of the County of Morris. Therefore, for the Township to continue to utilize NearMap through the County of Morris, NearMap needed to charge for the service and an interlocal agreement between the Township and County is required. This provides access to NearMap at a rate that is lower than the Township could secure independently.

Based on a review of the value of the service and the corresponding cost, \$2,812.50 in year one and \$5,625 in year two (totaling \$8,437.50), it is recommended that an interlocal service between the Township of Pequannock and the County of Morris for the use of mapping through NearMap US Inc., be approved.

H) Chamber of Commerce Street Fair – Municipal Costs

Previously, Township staff was approached regarding the Chamber of Commerce Street Fair returning to Newark-Pompton Turnpike after being relocated to PV Park for the past couple of years. With respect to preparations and clean up, as well as an agreed upon safety plan, staff costs incurred by the Public Works Department and Police Department are estimated to be \$4,437 and \$8,460, respectively. As a component of the application, direction is needed regarding who will be responsible for these costs or if the Township will be absorbing them.

Based on discussion and ensuring questions that arose during the Township Council meeting on January 28, 2025, a follow up meeting was scheduled and held on February, 5, 2025 that included members of the Chamber of Commerce, municipal staff and the Chamber's retained contractor for the event. The street fair is slightly different this year, in that the Chamber will be guaranteed revenue from a contractor who is hired to manage the vendors. The contractor will be receiving the revenue from the vendors and the Chamber will receive revenue from sponsors and the contractor. The event will be under the authority of the Chamber, insured by the Chamber, and is intended to be a positive day for the community. It was understood at the meeting that a representative of the Chamber would be present at the meeting of the Township Council on February 11, 2025.

I) Solid Waste & Recycling Collection Bid Specifications

The current five-year contract between the Township of Pequannock and the contractors who provide solid waste, recycling and vegetative recycling curbside collection conclude on October 31, 2025.

Enclosed with this memo are excerpts from the specifications last used in 2020, which include all options and the corresponding price proposal from the current service providers. Following are the current contractors and levels of service being provided through the Township's Solid Waste Utility:

• Solid Waste Collection: Gaeta, twice per week on Tuesdays and Fridays. This is Option #1 from the specification and the alternate bid was awarded and the collection of Pequannock Township schools is included (Note: the schools are reasonable for these collection costs through an interlocal agreement).

# Township of

# Pequannock

- Recycling Collection: Gaeta, once per week, dual stream recycling, bottles/cans on Tuesday and paper/cardboard on Friday. This is Option #1A from the specification and the alternate bid was awarded and the collection of Pequannock Township schools is included (Note: the schools are reasonable for these collection costs through an interlocal agreement).
- Vegetative Recycling Collection: Blue Diamond, once per week on Mondays, April through December with two Christmas tree collections in January, disposal of the leaves collected through the Township's vacuum program not included. This is Option 1 from the specification.

In finalizing the bid specifications, all options must be identified and defined. Staff and professionals have reviewed the specifications last used in 2020 and are not recommending any major changes to the options for solid waste collection. Some minor changes to move the specification into alignment with current operations include:

- Solid Waste Collection, Option # 1 change bulk collection from both collection days to only the second collection day of the week.
- Solid Waste Collection, Option # 1 change white goods collection from all collection days to a unique day of the week to be determined upon mutual agreement between the Township and the contractor.

With respect to the recycling collection contract, the specifications call for all material collected to be the property of the contractors. This means it is currently the responsibility of Gaeta to market or dispose of all collected recyclable materials, whether the process results in revenue or expense. An option being considered would include the contracted hauler carting the material to an identified site and the Township realizing the revenue or bearing the costs for cardboard/paper. There may be merit in obtaining proposals to see if the difference in cost is worth the operational change.

Recycling collection services are currently provided by the Morris County Municipal Utilities Authority (MCMUA) to numerous municipalities throughout the County. Prior to the current contract, the MCMUA provided recycling collection services to the Township of Pequannock. When the current contract was awarded, the MCMUA was not able to provide dual stream collection or match the price proposed by the current contractor; this was the reason for the change. The Township has contacted and met with staff from the MCMUA to see if the Authority is able and interested in submitting a proposal to provide services, beginning on November 1, 2025.

No changes are recommended for the vegetative recycling collection; however, this is a very high level of service with a high corresponding cost. In the final year of the current contract, this service is \$303,000, juxtaposed to once a week bottles/cans and once a week cardboard/paper collection is \$240,000.

Based upon the extraordinary cost increases for solid waste and recycling collection services in recent years, the concept of insourcing collection (and disposal of recyclable material would be required) has been mentioned and conceptually reviewed. Based on the current contract costs, it is not believed that insourcing would be cost-beneficial. However, if there is another extraordinary increase with the next round of contracts, that tipping point may be reached. For this reason, it would be worthwhile to include both two-year and five-year options for the services being solicited. Collection could then be continued while a contract could be contemporaneously awarded for a consultant to complete a comprehensive review of insourcing collection/disposal services.

\* \* \*

# 2020 Solid Waste Contract Collection Options Excerpt

### 5.3. COLLECTION OPTIONS

# OPTION #1 - TWICE PER WEEK SOLID WASTE COLLECTION - SINGLE ROUTE ALL HOUSEHOLDS SOLID WASTE COLLECTION.

The following materials shall be collected in an all households Township-wide single route on Tuesdays and Fridays as described in this option.

Curbside collection service two times per week, Tuesdays and Fridays, January through December. Each curbside collection point will be allowed two thirty gallon or equivalent containers of solid waste each collection day. All bulk waste items and white goods will be collected on all regular solid waste collection days.

NOTE: All solid waste disposal costs associated with this collection option will be paid by the Township of Pequannock to the designated disposal facility.

# <u>OPTION #2 - ONCE PER WEEK SOLID WASTE COLLECTION - SINGLE ROUTE ALL</u> HOUSEHOLDS SOLID WASTE COLLECTION.

The following materials shall be collected in an all households Township-wide single route on either Tuesdays or Fridays as described in this option.

Curbside collection service one time per week, either Tuesdays or Fridays, January through December. Each curbside collection point will be allowed four thirty gallon or equivalent containers of solid waste each collection day. All bulk waste items and white goods will be collected on all regular solid waste collection days.

NOTE: All solid waste disposal costs associated with this collection option will be paid by the Township of Pequannock to the designated disposal facility.

# <u>ALTERNATE BID – PEQUANNOCK TOWNSHIP BOARD OF EDUCATION SCHOOL</u> FACILITIES

I. A. The following five (5) school buildings to be served beginning January 1, 2016:

Pequannock Township High School, 85 Sunset Road, Pompton Plains, NJ 07444

2 (Two) six cubic yard dumpsters for refuse with lids.

Pequannock Valley Middle School, 493 Newark Pompton Turnpike, Pompton Plains, NJ 07444

2 (Two) six cubic yard dumpsters for refuse with lids.

Stephen J Gerace Elementary School, 59 Boulevard, Pequannock, NJ 07440 1 (One) four cubic yard dumpster for refuse with lid.

Hillview Elementary School, 206 Boulevard, Pompton Plains, NJ 07444 1 (One) four cubic yard dumpster for refuse with lid.

North Boulevard Elementary School, 363 Boulevard, Pompton Plains, NJ 07444

1 (One) four cubic yard dumpster for refuse with lid.

B. Dumpster Units

Units of appropriate sizes to be provided and maintained by the contractor. The contractor must repair any damage to units caused through mishandling during pick-up or while otherwise moving unit with contractor's equipment and personnel.

C. Service

All refuse at each location will be placed in dumpster units by school district personnel to the limit of the dumpster. Additional materials for pick-up shall be placed in galvanized or plastic containers and situated adjacent to the dumpster unit. All dumpsters and other containers shall remain in trash collection areas; all refuse spilled during pick-up process to be picked up and removed by contractor.

D. Pick-Up Schedule

The contractor will be provided a copy of the school district calendar to be used in establishing pick-up schedules. Pick-up times at all schools must be scheduled according to district policy and must comply with local, town and police ordinances.

All refuse to be removed from each location daily (five times per week), BEFORE 8 AM, Tuesday through Saturday, during each week school is in operation (approximately 40 weeks).

Pick-ups at all locations shall be made before noon each Tuesday, Thursday and Saturday during weeks school is not in session, i.e. July, August and extended vacation periods during December, February and April (approximately 12 weeks). No refuse pick-ups to be scheduled for Sundays, all units to be emptied with Saturday morning pick-up each week. PICK-UPS NOT ALLOWED AFTER 8 AM DURING THE SCHOOL YEAR WHILE SCHOOL IS IN SESSION.

E. Other Conditions

Inspection of collection service will be made by school district supervisory or administration personnel with reports and requests for corrective action being made to contractor by the supervisor of the custodial/maintenance work force or the school business administrator. Disposal costs for all materials collected will be the obligation of the Contractor.

### **5.4 CONTAINERS**

The contractor shall provide twice per week container services at the following municipal complexes for the period January through December:

Pequannock Township Municipal Building: One (1) six yard container for solid waste

Pequannock Township Library:
One (1) three yard container for solid waste

Fire Company #1:
One (1) four yard container for solid waste

Fire Company #2:
One (1) four yard container for solid waste

Pequannock Township Municipal Annex: Two (2) six yard containers for solid waste

Newark-Pompton Turnpike Litter baskets: 16 solid waste units – curbside litter baskets

The contractor shall provide twice per week container services at the following municipal complexes for the period Memorial Day through the week after Labor Day:

Pequannock Valley Park:
One (1) six yard container for solid waste

### 5.5. COLLECTION SCHEDULE

A. All collection services, as described in these specifications, shall be performed on all designated days between 6:00 a.m. and sunset with the exemption of the alternate bid as described in Alternate Bid Pequannock Board of Education School facilities.

B. The following legal holidays are exempted from the waste collection schedule.

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas, and New Year's Day.

C. Should a collection day fall on a legal holiday or be canceled due to inclement weather, the scheduled collection will be skipped; collection will next occur on the next regularly scheduled collection day.

Solid Waste

# 6.8.1. PROPOSED OPTION #1

From residential and municipal sources as identified in Sections 5.3 and 5.4 two (2) time collections of solid waste; all households Township-wide on Tuesdays and Fridays.

	Amount in Numbers	Amount in Words
Year 1 Year 2 Year 3 Year 4 Year 5 Total	\$477,600,00 \$493,200.00 \$507,600.00 \$517,200.00	Four hundred Deventy-Seven thus and Six Hudral  \$ Four hundred Nivety-three thousand two Hundred  \$ Five hundred Seven thus and Six hundred  \$ Five hundred seventeen thous and two hundred  \$ Five hundred twenty-nine thous and two hundred  \$ Tivo Million five hundred twenty-Four thousand  eight hundred
Wasta Di	rected to: The Morris County	

Waste Directed to:

The Morris County Transfer Station

1100 Edwards Road

Parsippany Troy Hills, NJ 07054 Telephone #: 973-808-9651

or a site as designated by the Township of Pequannock

Mosta Recycling Co., INC.
Individual Name of Firm of Title

16-30-2020

Sold Waste

# 6.8.2. PROPOSED OPTION #2

From residential and municipal sources as identified in Sections 5.3 and 5.4 one (1) time collection of solid waste; all households Township-wide on either Tuesdays or Fridays.

Year 2 \$521,000,00 \$ Five hund	red Sixteen thousand ared Twenty-Eight thousand ared Forty Thousand
Teal of Till hundr	ed Fifty two Thousand
Teal 4	red Sutto-For Thousand
Total \$ 2,700,000,00 \$ Two milli	on Seven Hundred Thousand
Waste Directed to: The Morris County Transfer Station	
1100 Edwards Road	
Parsippany Troy Hills, NJ 07054	
Telephone #: 973-808-9651	
or a site as designated by the Township of	Pequannock
Individual Namus of Fifth of Title  Individual Namus of Fifth of Title  Signature  Date	<u>.</u>

# 6.8.3 PROPOSED ALTERNATE BID – SCHOOL DISTRICT

From School District sources as described in Section 5.3.

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	A	mount in Numbers	Amount in Words
Year Year Year Year Totz Was	2 \$_ 2 3 \$_ 2 4 \$_ 5 \$_	39, 600,00 40, 800,00 42,000,00 43,200,00 44,400.00 to: The Morris County 1100 Edwards Road	\$ Thiety-nine thousand Six hundred \$ Forty Thousand Eight Hundred \$ Forty Two Thousand Two Hundred \$ Forty Three Thousand Two Hundred \$ Forty Four Thousand Four Hundred \$ Two Hundred Tenthous and Transfer Station
		Parsippany Troy Hill	s, NJ 07054
		Telephone #: 973-80	08-9651
	<b>~</b> 3	or a site as designate	d by the Township of Pequannock
X	Jael		ing Cu; Inc
Indi	vielyal Manne	roffirm or Title	
	WHAL	6-30	1-2020
Sign	ature	Date	

### 2020 Recycling Contract Collection Options Excerpt

### 5.3. COLLECTION OPTIONS

# <u>OPTION #1 - ONCE PER WEEK DUAL STREAM RECYCLING COLLECTION - SINGLE</u> ROUTE ALL HOUSEHOLDS.

The following materials shall be collected in an all households Township-wide single route on Tuesdays and Fridays as described in this option.

All commingled recyclables (e.g. bottles/cans) will be collected on the first collection day of the week and all mixed paper recyclables will be collected on the second collection day of the week, January through December.

NOTE: All costs and/or revenues from the marketing of designated collected recyclable materials will be the responsibility of the Contractor.

# OPTION #1A – ONCE PER WEEK, DUAL STREAM RECYCLING – SINGLE ROUTE ALL HOUSEHOLDS, ALTERNATING COLLECTION – ONE WEEK COOMINGLED RECYCLABLES ONE WEEK, MIXED PAPER RECYCLABLES THE NEXT, ETC.

The following materials shall be collected in all households Township-wide single route on Tuesdays, as described in this option.

All commingled recyclables (e.g. bottles/cans) and mixed paper recyclables will be collected on alternating Tuesdays, January through December. The first Tuesday at the initiation of the contract period will be for commingled recyclable (e.g. bottles/cans), the second Tuesday will be mixed paper recyclable, etc.

NOTE: All costs and/or revenues from the marketing of designated collected recyclable materials will be the responsibility of the Contractor.

# <u>OPTION #2 - ONCE PER WEEK SINGLE STEAM RECYCLING COLLECTION - SINGLE ROUTE ALL HOUSEHOLDS.</u>

The following materials shall be collected in an all households Township-wide single route on Mondays as described in this option.

All designated collected recyclables will be collected one time per week in a single steam collection method separately from all solid waste.

NOTE: All costs and/or revenues from the marketing of designated collected recyclable materials will be the responsibility of the Contractor.

# <u>ALTERNATE BID – PEQUANNOCK TOWNSHIP BOARD OF EDUCATION SCHOOL</u> FACILITIES

I. A. The following five (5) school buildings to be served beginning January 1, 2016:

# Pequannock Township High School, 85 Sunset Road, Pompton Plains, NJ 07444

1 (One) eight cubic yard dumpster for mixed paper, and 1 six yard dumpster for plastic, aluminum, and glass. Size and quantity may be adjusted for collection by single stream method.

# Pequannock Valley Middle School, 493 Newark Pompton Turnpike, Pompton Plains, NJ 07444

1 (One) eight cubic yard dumpster for mixed paper, and 1 four yard dumpster for plastic, aluminum, and glass. Size and quantity may be adjusted for collection by single stream method.

Stephen J Gerace Elementary School, 59 Boulevard, Pequannock, NJ 07440 1 (One) six cubic yard dumpster for mixed paper, and 1 four yard dumpster for plastic, aluminum, and glass. Size and quantity may be adjusted for collection by single stream method.

Hillview Elementary School, 206 Boulevard, Pompton Plains, NJ 07444 1 (One) six cubic yard dumpster for mixed paper, and 1 four yard dumpster for plastic, aluminum, and glass. Size and quantity may be adjusted for collection by single stream method.

# North Boulevard Elementary School, 363 Boulevard, Pompton Plains, NJ 07444

1 (One) six cubic yard dumpster for mixed paper, and 1 four yard dumpster for plastic, aluminum, and glass. Size and quantity may be adjusted for collection by single stream method.

Recydos

# 6.8.1. PROPOSED OPTION #1

From residential and municipal sources as identified in Sections 5.3 and 5.4 one (1) time dual stream collection of designated collected recyclable material; all households Township-wide on Tuesdays and Fridays.

Year 4	Amount in Numbers  \$ 210,000.00  \$ 216,000.00  \$ 275,000.00  \$ 235,000.00  \$ 240,000.00  \$ 1,126,000.00	*Two Hundred few thousand Dollars  \$ Two Hundred few thousand Dollars  \$ Two Hundred twenty five those sand others  \$ Two Hundred twenty five thousand Dollars  \$ Two Hundred torty Dollars
Individue Signatur	tal Name of Firm or Fitle  (a) Date	30/2020

# 6.8.1.A PROPOSED OPTION #1A

From residential and municipal sources as identified in Sections 5.3 and 5.4 one (1) time dual stream collection of designated collected recyclable material; all households Township-wide on Tuesdays and Fridays.

Year 1 Year 2 Year 3 Year 4 Year 5 Total	Amount in Numbers  \$ 193,000.00 \$ 199,000.00 \$ 205,000.00 \$ 212,000.00 \$ 218,000.00	* One Hundred winty three thousand Dollars.  \$ One Hundred winty wine than sue Dollars  \$ Two Hundred twelve thousand Dollars  \$ Two Hundred twelve thousand Dollars  \$ Two Hundred Erghteen thousand Dollars  \$ Two Hundred Erghteen thousand Dollars  \$ One will on Twenty Severy thousand  Dollars.

Individual Name of Empor Title

Signature

Date

Date

Recyclis

# 6.8.2. PROPOSED OPTION #2

From residential and municipal sources as identified in Sections 5.3 and 5.4 one (1) time single stream collection of designated collected recyclable material; all households Township-wide on Mondays.

Amount in Numbers  Year 1 \$ 280,000.00  Year 2 \$ 290,000.00  Year 3 \$ 305,000.00  Year 4 \$ 305,000.00  Year 5 \$ 310,000.00  Total \$ 1,485,000.00	STWO HUNdred Eighty Horsard. Dollers  \$ Two Hundred Eighty Horsard. Dollers  \$ Two Hundred Front and Dollers  \$ Three Hundred five show Said Dollars  \$ Three Hundred fear there's well Doilers  \$ Three Hundred fear there's well Doilers  \$ Ohl william for Hundred Eighty five
Individual Name of Figure Title  Signature  Date	Morsaud Dollers

# 6.8.3 PROPOSED ALTERNATE BID – SCHOOL DISTRICT

From School District sources as described in Section 5.3.

Year Year Year Year Year Total	1 2 3 4 5	Amount in Numbers  \$ \( \langle \langle 00 \cdot 00 \\ \$ \( \langle \langle \langle 00 \cdot 00 \\ \$ \( \langle \langle \langle \langle 00 \cdot 00 \\ \$ \( \langle \langle \langle \langle 00 \cdot 00 \\ \$ \( \langle \langle \langle \langle 00 \cdot 00 \\ \$ \( \langle \langle \langle \langle 00 \cdot 00 \\ \$ \( \langle \langle \langle \langle \langle 00 \cdot 00 \\ \$ \( \langle \langle \langle \langle 00 \cdot 00 \\ \$ \( \langle \langle \langle \langle 00 \cdot 00 \\ \$ \( \langle \langle \langle \langle \langle 00 \cdot 00 \\ \$ \( \langle \langle \langle \langle \langle 00 \cdot 00 \\ \$ \( \langle \langle \langle \langle \langle \langle 00 \cdot 00 \\ \$ \( \langle \l	Amount in Words  \$ Eight thousand one thurshall Dollars  \$ Eight thousand three flushed Dollars  \$ Eight thousand six thurshal Dollars  \$ Eight thousand six thurshal Dollars  \$ Eight thousand tight thurshal Dollars  \$ Forty two thousand two thurshall  Starts
Indivi	J-1 dual Na	F-Can TVC	
Signat	ufor	Date	130/2020

# 2020 Vegetative Recycling Contract Collection Options Excerpt

### 5.3. COLLECTION OPTIONS

# <u>OPTION #1 - ONCE PER WEEK VEGETATIVE WASTE COLLECTION – DOES NOT INCLUDE LEAVES COLLECTED FROM VACUUM PROGRAM</u>

All vegetative waste will be collected curbside in a Township-wide single route once per week, April through December. Each curbside collection point will be permitted to place vegetative waste in containers, biodegradable bags, or bundles not to exceed four feet in length each collection day. This option does not include leaves collected by the Township of Pequannock as part of the Township's curbside vacuum leaf program operated in the autumn of each year.

In addition, Christmas trees will be collected twice in the month of January with collections separated by at least two weeks.

NOTE: All costs and/or revenues from the marketing of vegetative wastes will be the responsibility of the Contractor.

## <u>OPTION #2 - ONCE PER WEEK VEGETATIVE WASTE COLLECTION – INCLUDING</u> LEAVES COLLECTED FROM VACUUM PROGRAM

All vegetative waste will be collected curbside in a Township-wide single route once per week, April through December. Each curbside collection point will be permitted to place vegetative waste in containers, biodegradable bags, or bundles not to exceed four feet in length each collection day. This option includes leaves collected by the Township of Pequannock as part of the Township's curbside vacuum leaf program operated in the autumn of each year.

In addition, Christmas trees will be collected twice in the month of January with collections separated by at least two weeks.

NOTE: All costs and/or revenues from the marketing of vegetative wastes will be the responsibility of the Contractor.

Ves Recyclos

# 6.8.1a. PROPOSED OPTION #1 - ONCE PER WEEK VEGETATIVE WASTE COLLECTION - DOES NOT INCLUDE LEAVES COLLECTED FROM VACUUM PROGRAM

One day collection of vegetative waste (single route).

		Amount in Numbers	Amount in Words
Year	1	\$273,000.00	STORO-HUNDAND, SEVENTY-THAUT THOUSAND
Year	2	\$285,000.00	\$ TWO-HUNDMED E16HTY-FINE THOUSAND
Year	3	\$ 285,000.55	\$ TWO-HUNDAND, ETGHTY-FING THOUSAND
Year	4	\$ 297,000.55	STWE-HUNDMED, NINETY-SEVEN THOUSAND
Year	5	\$ 303,000. <sup>cs</sup>	8 THING HUNDINGO, THINGS THOUSAND
Total		\$ 1,443,000.00	SONE-MILLION, FOUR HUNDINGS, FORTY-THREE THOUSAND

# 6.8.16 PROPOSED OPTION #2 - ONCE PER WEEK VEGETATIVE WASTE COLLECTION - INCLUDING LEAVES COLLECTED FROM VACUUM PROGRAM

One day collection of vegetative waste (single route).

		Amount in Numbers	Amount in Words
Year Year Year Year Year	1 2 3 4 5	\$ NO BID \$	\$
Total	Ü	\$	\$

Individual Name of Firm or Title

Signature Date

JOHN SHORTING IN TUNE 30, 20 20

# Public Hearings

# Ordinances for Adoption

### **TOWNSHIP OF PEQUANNOCK**

PLEASE TAKE NOTICE the following ordinance was introduced and passed on first reading at the **January 28**, **2025** meeting of the Township Council and will be considered for second reading and final passage during the meeting scheduled to begin at **7:00** p.m. on **February 11**, **2025** in the Municipal Building, located at 530 Newark Pompton Turnpike, Pompton Plains, at which time and place any person desiring to comment on this ordinance will be given the opportunity to be heard.

Carol J. Marsh, Township Clerk

### **ORDINANCE NO. 2025-01**

### ORDINANCE TO ESTABLISH AND PRESERVE A CAP BANK (N.J.S.A. 40A: 4-45.14)

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

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

**WHEREAS**, the Township Council of the Township of Pequannock in the County of Morris finds it advisable and necessary to increase its CY 2025 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 Township Council hereby determines that a 3.5% increase in the budget for said year, is estimated to be \$ 161,214.77 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

**WHEREAS** the Township 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 appropriations in either of the next two succeeding years.

**NOW THEREFORE BE IT ORDAINED**, by the Township Council of the Township of Pequannock, in the County of Morris, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2025 budget year, the final appropriations of the Township of Pequannock shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased up to 3.5%, amounting to \$ 564,251.70 and that the CY 2025 municipal budget for the Township of Pequannock be approved and adopted in accordance with this ordinance; and,

**BE IT FURTHER ORDAINED**, that any amount authorized herein above 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.

### **TOWNSHIP OF PEQUANNOCK**

PLEASE TAKE NOTICE the following ordinance was introduced and passed on first reading at the **January 28, 2025** meeting of the Township Council and will be considered for second reading and final passage during the meeting scheduled to begin at **7:00** p.m. on **February 11, 2025** in the Municipal Building, located at 530 Newark Pompton Turnpike, Pompton Plains, at which time and place any person desiring to comment on this ordinance will be given the opportunity to be heard.

Carol J. Marsh, Township Clerk

ORDINANCE NO. 2025-01ORDINANCE AMENDING CHAPTER 5-87 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF PEQUANNOCK AND EXPANDING ELIGIBILITY FOR THE JUNIOR FIREFIGHTER PROGRAM TO INCLUDE INDIVIDUALS RESIDING IN ANY MUNICIPALITY THAT IS CONTIGUOUS WITH THE TOWNSHIP OF PEQUANNOCK

**BE IT ORDAINED** by the Township Council of the Township of Pequannock, in the County of Morris and State of New Jersey, as follows:

- **Section 1**. Chapter 5 of the Revised General Ordinances of the Township of Pequannock, Section 5-87 entitled "Junior Firefighters Auxiliary" shall be amended by the following amendment to subsection B which shall read in its entirety as follows:
  - B. Any resident of the Township of Pequannock or a municipality that is contiguous with the Township of Pequannock between 14 and 18 years of age shall be eligible for membership in the Junior Firefighter's Auxiliary. No individual shall become a member of the Junior Firefighter's Auxiliary unless permission shall be obtained from such individual's parent or legal guardian. Such permission shall be in writing and acknowledged or proved in the manner required by law for deeds to real estate to be recorded. The original written permission shall be retained by the Township Clerk with a copy of the same to be forwarded by the Clerk to the Fire Department Chief.
- **Section 2**. Chapter 5 of the Revised General Ordinances of the Township of Pequannock, Section 5-87 entitled "Junior Firefighters Auxiliary" shall be amended by the following amendment to subsection D (1) which shall read in its entirety as follows:
  - (1) Applicants for junior membership in the Pequannock Township Fire Department shall reside within the Township of Pequannock or reside within any municipality that is contiguous with the Township of Pequannock and be a minimum of 14 years of age.
- **Section 3**. If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.
- **Section 4**. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 5. the manner pr	This Ordinance shall take eff rovided by law	fect immediately after	r final passage and publi	cation in

# Resolutions

### **TOWNSHIP OF PEQUANNOCK**

Resolution of the Township Council requesting permission to include a Dedication by Rider to establish a Municipal Law Enforcement Trust Account (MLETA)

Resolution No. R2025-66

**WHEREAS,** permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonable accurate estimates in advance; and

**WHEREAS,** NJS 2C:64-6 provides for the creation and utilization of a Municipal Law Enforcement Trust Account (MLETA); and

**WHEREAS,** NJS 40A:4-39 provides that such dedicated revenues from the Municipal Law Enforcement Trust Account shall be appropriated for the purpose to which said revenue is dedicated by statute or other legal requirements.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Pequannock, County of Morris, State of New Jersey as follows:

- 1. The governing body hereby requests permission of the Director of Division of Local Government Services to establish a Municipal Law Enforcement Trust Account in accordance with the provisions of NJS 2C:64-6; and
- 2. The Township Clerk of the Township of Pequannock is hereby directed to forward two (2) certified copies of this resolution to the Director of the N.J. Division of Local Government Services.

Adopted: February 11, 2025		
	John Driesse, Mayor	
Carol J. Marsh. Township Clerk	-	

### **TOWNSHIP OF PEQUANNOCK**

Resolution of the Township Council approving Change Order No. 10 for the Route 23 Sewer Project decreasing the contract with P&A Contractors of Colonia, NJ by \$127,322.63 to a revised contract price of \$5,654,977.53

Resolution No. R2025-67

**WHEREAS**, on **July 11**, **2023** the Township Council adopted Resolution No. **R2023-167** awarding the contract for the **Route 23 Sewer** project to P&A Contractors of Colonia, NJ; and

**WHEREAS**, the Township Council adopted the following resolutions amending the contract for the Route 23 Sewer Project with P&A Contractors:

January 9, 2024	Resolution No. R2024-54
February 27, 2024	Resolution No. R2024-72
June 11, 2024	Resolution No. R2024-131
June 25, 2024	Resolution No. R2024-146
August 13, 2024	Resolution No. R2024-167
September 10, 2024	Resolution No. R2024-175
October 8, 2024	Resolution No. R2024-191
October 22, 2024	Resolution No. R2024-199

and **WHEREAS**, the Township's engineer has recommended the contract be amended to reflect the following changes as outlined in **Change Order No. 10**:

ORIGINAL CONTRACT AMOUNT:	\$ 5,699,240.68
TOTAL OF REVISIONS IN CHANGE ORDER 1	(\$ 40,500.00)
TOTAL OF REVISIONS IN CHANGE ORDER 2	\$ 15,198.13
TOTAL OF REVISIONS IN CHANGE ORDER 3	(\$ 131,606.47)
TOTAL OF REVISIONS IN CHANGE ORDER 4	\$ 32,408.00
TOTAL OF REVISIONS IN CHANGE ORDER 5	\$ 84,003.11
TOTAL OF REVISIONS IN CHANGE ORDER 6	\$ 23,957.48
TOTAL OF REVISIONS IN CHANGE ORDER 7	\$ 29,812.21
TOTAL OF REVISIONS IN CHANGE ORDER 8	\$ 24,209.67
TOTAL OF REVISIONS IN CHANGE ORDER 9	\$ 45,577.35
TOTAL OF REVISIONS IN CHANGE ORDER 10	(\$ 127,322.63)
TOTAL REVISED CONTRACT AMOUNT:	<u>\$ 5,654,977.53</u>

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Pequannock, in the County of Morris, State of New Jersey as follows:

- 1. Change Order No. 10, decreasing the contract for the **Route 23 Sewer Project** as outlined above is hereby approved.
- 2. The Township Manager is authorized to execute the Change Order documents.
- 3. The Township Clerk is directed to forward a certified copy of this resolution to the Township Manager and Chief Financial Officer.

	John Driesse, Mayor	
Caral I Marala Tarrada'a Clari		

Adopted: February 11, 2025



January 28, 2025

### **VIA EMAIL**

Mr. Adam W. Brewer, Township Manager Township of Pequannock 530 Newark-Pompton Turnpike Pompton Plains, NJ 07444

Re: Route 23 Northbound and Southbound Sanitary Sewer Extension - Contract 14-5

**Township of Pequannock** 

P&A Payment Request No. 13 (Final)

H2M Proj. No.: PQNK2302

Dear Mr. Brewer:

Enclosed is Payment Request No. 13 (Final) from P&A Construction (P&A) for the project referenced above. P&A's Payment Application is for release of Contract retainage. The amount of retainage held is \$113,099.55. We have reviewed P&A's Payment Application and agree with the amount requested and, therefore, recommend payment as follows:

Original Contract Amount: \$5,699,240.68

Net change by Change Orders: (\$44,263.15)

Contract Sum To Date (Total Completed & Stored to Date): \$5,654,977.53

Less Amount Previously Paid: \$5,541,877.98

Amount Recommended for Payment Estimate No. 13 \$113,099.55

Also enclosed is Change Order No. 10, which balances the actual quantities of work items performed with those estimated in the Bid Form to arrive at the final Contract value, \$5,654,977.53. Included with P&A's request for final payment is a Maintenance Bond in the amount of the final Contract value (original copy already with Township). The one-year guarantee period covered by the Maintenance Bond will expire on December 4, 2025. P&A has submitted all items required by the Contract for final payment. Upon satisfactory review by the Township's attorney of the Maintenance Bond, we recommend final payment to close out the project.

Very truly yours,

**H2M Associates, Inc.** 

Alec J. Mittiga, P.E.

**Enclosure** 

cc: P&A Construction

X:\PQNK-Township of Pequannock\PQNK2302 - Route 23 North and Southbound Sanitary Sewer Exten\04-ConAdmin\PaymentReq\Pay App 13 - Final\brewer250128.docx

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO (Owner): Township of Pequannock PROJECT: Route 23 No. 530 Newark-Pompton Turnpike Sanitary Sew			North and Southbound Sewer Extension	APPLICATION N	APPLICATION NO:		
		ns, NJ 07444-179			PERIOD FROM:	November 11	2024
			•		TO:	January 17, 2	
		W	CONTRACTOR:	P&A Construction		oundary my	
ATTENTION:	Adam Brewer			650 Leesville Ave,	ENGINEER'S		
	Twp. Manage		,	Rahway, NJ 07065	PROJECT NO:	PQNK2302	
	Twp. Wanage		-	Nanway, No 07000		I QIVINZSUZ	
CONTRACTO	R'S APPL	ICATION I	OR PAYMEN	NT			
CHANGE ORDER SUMMA			1	Application is made for Paym	ent, as shown below, in o	connection with the	ne Contract.
Change orders approved	ADDITIONS	DEDUCTIONS	i	(Tabulation of Contract De			
in previous months by		22300110110		The present status of the a		t is as follows:	
Owner				The present states of the e	account for this contrac	is as lollows.	
TOTAL	\$255,165,95	\$172,106.47		ORIGINAL CONTRACT SUM	Λ.		\$5,699,240.68
Approved this Month	- φ200, 100.00	ψ172,100.47		ORIGINAL CONTRACT SUI	n		. \$5,699,240.00
Number   Date Approved	1			Net change by Change Order	re		-\$44,263.15
10	1	\$127,322.63		Net change by change crue	· · · · · · · · · · · · · · · · · · ·		-744,203.13
		\$127,322.03		CONTRACT SUM TO DATE			¢E CEA 077 E2
				CONTRACT SOM TO DATE			\$5,654,977.53
				TOTAL COMPLETED & STO	DED TO DATE		<b>AF CE4 077 FO</b>
				TOTAL COMPLETED & STO	DRED TO DATE		\$5,654,977.53
TOTALS	\$255,165.95	\$299,429.10		Retainage0 % .			\$0.00
Net change by Change Order		-\$44,263.15			• • • • • • • • • • • • • • • • • • • •		Ψ0.00
0 , 0		ψ11,200.10	ı	TOTAL EARNED LESS RET	AINAGE		\$5,654,977.53
The undersigned Contractor of	ertifies to the best	of his knowledge, inf	ormation, and belief that th		AINAGE		Ψ0,004,077.00
Work covered by this Applie					ATES FOR PAYMENT		\$5,541,877.98
Contract Documents, that a				IS	ATEOTORY ATMENT.		ψο,ο+1,ο77.50
Certificates for Payment were	맛이 그가 있는데 얼마나 보고 있었다. 이번 아이를 하지만 바다 했다.						
progress payments receive Contractor's legitimate obliga							. \$113,099.55
and that current payment sho			Covered by this Contrac	t, CONNENT PATIMENT DOE	•••••		
CONTRACTOR:	P&A Construc			State of: New Jessey	County of:	Middleser	
1			eri saverine	Subscribed and sworn to before		day of Janacy	. 2025
By:		Date: 1/28	3/25	Notary Public	~	Survey	1-40
		Duto		My Commission expires:	N da		
ENGINEEDIG	OFDTIFIC	ATE FOR	DAVAGENT	my commission expires.		<del>Ut </del>	STIN TAYLOR
ENGINEER'S	CERTIFIC	AILFOR	PAYMENI			NOTARY PL	JBLIC OF NEW JERSEY
In accordance with the Contract Documents, based on on-site observations and				AMOUNT CERTIFIED		., a Commissi	on Expires 113,099.55
the data comprising the above application, the Engineer certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge,			(Attach explanation if amou	unt certified differs from	the amount ap	plied for)	
			ENGINEER: H2M Ass	sociates, Inc.	50,75		
information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT					3, 3,50	\$ 2 2 1/	28/2025
CERTIFIED.		ou to payment of	ANIOUTI	Ву:	1 18 10 HAY	Date:	
3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				This Certificate is not negotiable.	The AMOUNT CERTIFIED	is payable only to	the Contractor
				named herein. Issuance, payme	, , ,		
				rights of the Owner or Centraster	, , , , , , , , , , , , , , , , , , , ,	,	

CLIENT: PROJECT: CONTRACTOR:

# TOWNSHIP OF PEQUANNOCK ROUTE 23 NORTH BOUND AND SOUTHBOUND SANITARY SEWER EXTENSION P&A CONSTRUCTION INC.

Application: Page: 13 2

DATE: January 17, 2025

ITEM	DESCRIPTION	UNITS	UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED TOTAL	QUANTITY PREVIOUS APPLICATIONS	QUANTITY COMPLETE THIS PERIOD	QUANTITY COMPLETE TO DATE	PREVIOUS PAY ESTIMATES	THIS PAY	AMOUNT COMPLETE TO DATE
											IODAIL
1	Mobilization	Lump Sum	\$150,000.00	1	\$150,000.00	1.00		1.00	\$150,000.00	\$0.00	\$150,000.00
2A	Asphalt Price Adjustment	Allowance	\$18,000.00	1	\$18,000.00	-0.04		-0.0383	-\$689.10	\$0.00	-\$689.10
2B	Fuel Price Adjustment	Allowance	\$10,000.00	1	\$10,000.00	-0.22		-0.2232	-\$2,232.32	\$0.00	-\$2,232.32
3A	Catch Basin/Inlet Protection	EA	\$1.00	30	\$30.00	0.00		0.00	\$0.00	\$0.00	\$0.00
3B	Sediment Filter Fence	LF	\$3.50	8800	\$30,800.00	1,100.00		1,100.00	\$3,850.00	\$0.00	\$3,850.00
4	Traffic Regulation	LS	\$50,000.00	1	\$50,000.00	1.00		1.00	\$50,000.00	\$0.00	\$50,000.00
5	Disinfection of Potable Water Mains	LS	\$3,200.00	1	\$3,200.00	1.00		1.00	\$3,200.00	\$0.00	\$3,200.00
6A	Leakage Testing of Gravity Sewers	LF	\$1.00	7610	\$7,610.00	7,326.75		7,326.75	\$7,326.75	\$0.00	\$7,326.75
6B	Mandrel Testing of Gravity Sewers	LF	\$1.00	7610	\$7,610.00	7,326.75		7,326.75	\$7,326.75	\$0.00	\$7,326.75
6C	TV Inspection	LF	\$2.40	7610	\$18,264.00	7,326.75		7,326.75	\$17,584.20	\$0.00	\$17,584.20
6D	Manhole Testing	EA	\$700.00	48	\$33,600.00	48.00		48.00	\$33,600.00	\$0.00	\$33,600.00
7	Hydrostatic Tests for Pressure Mains	LS	\$2,000.00	1	\$2,000.00	1.00		1.00	\$2,000.00	\$0.00	\$2,000.00
8	Cleaning	LS	\$100,000.00	1	\$100,000.00	1.00		1.00	\$100,000.00	\$0.00	\$100,000.00
9	Test Pit Excavation	CY	\$200.00	100	\$20,000.00	289.76		289.76	\$57,952.00	\$0.00	\$57,952.00
10A	Tree Removal	EA	\$6,166.67	3	\$18,500.01	3.00		3.00	\$18,500.01	\$0.00	\$18,500.01
10B	Shrub Removal	EA	\$115.00	16	\$1,840.00	21.00		21.00	\$2,415.00	\$0.00	\$2,415.00
11A	Select Fill	CY	\$15.00	6000	\$90,000.00	0.00		0.00	\$0.00	\$0.00	\$0.00
11B	Dense Graded Aggregate	CY	\$68.00	1300	\$88,400.00	1,224.70		1,224.70	\$83,279.60	\$0.00	\$83,279.60
11C	Additional Excavation and Backfill	CY	\$15.00	250	\$3,750.00	0.00		0.00	\$0.00	\$0.00	\$0.00
11D	Dewatering	LF	\$0.01	7700	\$77.00	0.00		0.00	\$0.00	\$0.00	\$0.00
11E	Rock Excavation	CY	\$1.00	20	\$20.00	0.00		0.00	\$0.00	\$0.00	\$0.00
12	Crushed Stone Bedding	CY	\$10.00	2300	\$23,000.00	1,936.74		1,936.74	\$19,367.38	\$0.00	\$19,367,38
13	Route 23 Drainage Crossing	LS	\$250,000.00	1	\$250,000.00	1.00		1.00	\$250,000.00	\$0.00	\$250,000,00
14	Concrete Sidewalk/Driveway	SY	\$165.00	25	\$4,125.00	64.52		64.52	\$10,645.80	\$0.00	\$10,645,80
15A	Hot-Mix Asphalt Pavement Replacement, Base Course, Mix I-2	Ton	\$70.00	2000	\$140,000.00	1,087.98	A STATE OF THE STATE	1,087.98	\$76,158.60	\$0.00	\$76,158,60
15B	Hot-Mix Asphalt Pavement Replacement, Base Course, Mix 19M64	Ton	\$85.00	150	\$12,750.00	1,156.66	Market Committee	1,156.66	\$98,316.10	\$0.00	\$98,316.10
15C	Pavement Milling	SY	\$1.00	7000	\$7,000.00	9,306.83		9,306.83	\$9,306.83	\$0.00	\$9,306.83
15D	Hot-Mix Asphalt Pavement Replacement, Surface Course, Mix I-5	Ton	\$72.50	500	\$36,250.00	950.55	THE STREET	950.55	\$68,914.88	\$0.00	\$68,914.88
15E	Hot-Mix Asphalt Pavement Replacement, Surface Course, Mix 12.5M64	Ton	\$1.00	540	\$540.00	′ 0.00		0.00	\$0.00	\$0.00	\$0.00
16A	Concrete Curb	LF	\$46.00	1200	\$55,200.00	2,073.00		2,073.00	\$95,358.00	\$0.00	\$95,358.00
16B	Belgium Block Curb	LF	\$50.00	400	\$20,000.00	515.00		515.00	\$25,750.00	\$0.00	\$25,750.00
17A	48-in. Dia. Manhole	EA	\$15,000.00	48	\$720,000.00	48.00		48.00	\$720,000.00	\$0.00	\$720,000.00
17B	48-in. Dia. Manhole Extra Depth 10 ft+	Vert. Ft.	\$0.01	170	\$1.70	0.00		0.00	\$0.00	\$0.00	\$0.00
17C	Interior Drop Manhole Connection	Vert. Ft.	\$250.00	15	\$3,750.00	0.00		0.00	\$0.00	\$0.00	\$0.00
17D	Connection to Existing Manhole	EA	\$3,000.00	5	\$15,000.00	3.00		3.00	\$9,000.00	\$0.00	\$9,000.00
17E	Standard Manhole Frames and Covers	EA	\$475.00	14	\$6,650.00	14.00		14.00	\$6,650.00	\$0.00	\$6,650.00
17F	Watertight Manhole Frames and Covers	EA	\$1,325.00	34	\$45,050.00	34.00		34.00	\$45,050.00	\$0.00	\$45,050.00
17G	Type "E" Catch Basin, Including Frame and Grate	EA	\$4,000.00	1	\$4,000.00	0.00		0.00	\$0.00	\$0.00	\$0.00
17H	Interior Manhole Coating	Vert. Ft.	\$175.00	30	\$5,250.00	12.50		12.50	\$2,187.50	\$0.00	\$2,187.50
18	15-in. RCP Storm Drains	LF	\$250.00	20	\$5,000.00	0.00		0.00	\$0.00	\$0.00	\$0.00
19A	8-in. PVC Sanitary Sewer 0-8 ft Deep	LF	\$300.00	1300	\$390,000.00	1,527.25		1,527.25	\$458,175.00	\$0.00	\$458,175.00
19B	8-in. PVC Sanitary Sewer 8-12 ft Deep	LF	\$300.00	1190	\$357,000.00	1,573.00		1,573.00	\$471,900.00	\$0.00	\$471,900.00
19C	8-in. PVC Sanitary Sewer 12-16 ft Deep	LF	\$405.00	1740	\$704,700.00	1,639.50		1,639.50	\$663,997.50	\$0.00	\$663,997.50
19D	8-in. PVC Sanitary Sewer Over 16 ft Deep	LF	\$505.00	740	\$373,700.00	0.00		0.00	\$0.00	\$0.00	\$0.00
19E	10-in. PVC Sanitary Sewer 0-8 ft Deep	LF	\$320.00	110	\$35,200.00	122.00		122.00	\$39,040.00	\$0.00	\$39,040.00
19F	10-in. PVC Sanitary Sewer 8-12 ft Deep	LF	\$320.00	635	\$203,200.00	658.00		658.00	\$210,560.00	\$0.00	\$210,560.00
19G	10-in. PVC Sanitary Sewer 12-16 ft Deep	LF	\$370.00	500	\$185,000.00	455.00		455.00	\$168,350.00	\$0.00	\$168,350.00
19H	10-in. PVC Sanitary Sewer Over 16 ft Deep	LF	\$575.00	1430	\$822,250.00	1,448.00		1,448.00	\$832,600.00	\$0.00	\$832,600.00
191	8-in. x 6-in. Wye	EA	\$90.00	30	\$2,700.00	47.00		47.00	\$4,230.00	\$0.00	\$4,230.00
19J	10-in. x 4-in. Wye	EA	\$190.00	11	\$2,090.00	13.00		13.00	\$2,470.00	\$0.00	\$2,470.00
19K	10-in. x 6-in. Wye	EA	\$205.00	10	\$2,050.00	9.00		9.00	\$1,845.00	\$0.00	\$1,845.00
19L	4-in. Deep Building Sewer Connection	Vert. Ft.	\$175.00	110	\$19,250.00	105.00		105.00	\$18,375.00	\$0.00	\$18,375.00
19M	6-in, Deep Building Sewer Connection	Vert. Ft.	\$185.00	160	\$29,600.00	99.50		99.50	\$18,407.50	\$0.00	\$18,407.50

CLIENT: PROJECT: CONTRACTOR:

# TOWNSHIP OF PEQUANNOCK ROUTE 23 NORTH BOUND AND SOUTHBOUND SANITARY SEWER EXTENSION P&A CONSTRUCTION INC.

Application: 13
 Page: 2
 DATE: January 17, 2025

ITEM	DESCRIPTION	UNITS	UNIT	ESTIMATED QUANTITY	ESTIMATED TOTAL	QUANTITY PREVIOUS APPLICATIONS	QUANTITY COMPLETE THIS PERIOD	QUANTITY COMPLETE TO DATE	PREVIOUS PAY ESTIMATES	THIS PAY	AMOUNT COMPLETE TO DATE
19N	4-in, Sewer Lateral	LF	\$90.00	110	\$9,900.00	250.50	THIS PERIOD	250.50	\$22,545.00		
190	6-in. Sewer Lateral	LF	\$90.00	830	\$74,700.00	995.00		995.00	\$89,550.00	\$0.00 \$0.00	\$22,545.00 \$89,550.00
19P	4-in. Cleanout	EA	\$300.00	11	\$3,300.00	32.00		32.00	\$9,600.00	\$0.00	\$9,600.00
19Q	6-in, Cleanout	EA	\$320.00	43	\$13,760.00	40.00		40.00	\$12,800.00	\$0.00	\$12,800.00
19R	Connection to Building and Septic Abandonment	EA	\$6,250.00	4	\$25,000.00	5.00		5.00	\$31,250.00	\$0.00	\$31,250.00
	Night Work Premium, San. Sewer Installed between MH RS17 and			280	\$30,800.00	0.00		0.00	\$0.00	\$0.00	\$0.00
19S 20A	MH RS20 Topsoil	LF SY*inch	\$110.00 \$2.00	24000	\$48,000.00	9,836,01		9,836.01	\$19,672.02	\$0.00	\$19,672.02
20B	Seeding and Mulching, Small-Grain Hay	SY	\$10.00	9400	\$94,000.00	9,836.01		9.836.01	\$98,360.10	\$0.00	\$98,360,10
20C	Plantings (Shrubs)	EA	\$575.00	16	\$9,200.00	16.00		16.00	\$9,200.00	\$0.00	\$9,200.00
21	Cast-in-Place Concrete	CY	\$225.00	30	\$6,750.00	0.00		0.00	\$0.00	\$0.00	\$0.00
22A	3/4-in. Copper Tubing, Type "K"	LF	\$0.01	200	\$2.00	0.00		0.00	\$0.00	\$0.00	\$0.00
22B	1-in. Copper Tubing, Type "K"	LF	\$0.01	50	\$0.50	277.00		277.00	\$2.77	\$0.00	\$2.77
22C	3/4-in. Corporation Stop	EA	\$0.01	7	\$0.07	0.00		0.00	\$0.00	\$0.00	\$0.00
22D	1-in. Corporation Stop	EA	\$0.01	3	\$0.03	11.00		11.00	\$0.11	\$0.00	\$0.11
22E	3/4-in. Curb Stop with Box	EA	\$2,400.00	7	\$16,800.00	0.00		0.00	\$0.00	\$0.00	\$0.00
22F	1-in. Curb Stop with Box	EA	\$2,500.00	3	\$7,500.00	10.00		10.00	\$25,000.00	\$0.00	\$25,000.00
23A	6-in. Ductile Iron Pipe, Class 52	LF	\$0.01	35	\$0.35	100.00		100.00	\$25,000.00	\$0.00	
23B	8-in. Ductile Iron Pipe, Class 52	LF	\$110.00	1300	\$143,000.00	1,884.00		1,884.00			\$1.00
23C	Ductile Iron Mechanical Joint Fittings			2000	\$20.00				\$207,240.00	\$0.00	\$207,240.00
		Lbs	\$0.01			0.00		0.00	\$0.00	\$0.00	\$0.00
24A	6-in. Gate Valve	EA	\$0.01	3	\$0.03	5.00		5.00	\$0.05	\$0.00	\$0.05
24B	8-in. Gate Valve	EA	\$2,500.00	6	\$15,000.00	5.00		5.00	\$12,500.00	\$0.00	\$12,500.00
25	Fire Hydrant	EA	\$10,000.00	3	\$30,000.00	4.00		4.00	\$40,000.00	\$0.00	\$40,000.00
CO2-EW2	Sawcut Concrete & Asphalt	LS	\$2,147.99	1	\$2,147.99	1.00		1.00	\$2,147.99	\$0.00	\$2,147.99
CO2-EW3	Break Up Concrete & Asphalt	LS	\$5,083.40	1	\$5,083.40	1.00		1.00	\$5,083.40	\$0.00	\$5,083.40
CO2-EW4	Haul & Dispose Concrete & Asphalt	LS	\$7,966.74	1	\$7,966.74	1.00		1.00	\$7,966.74	\$0.00	\$7,966.74
CO3-EW6	Re-Stake Manholes	EA	\$250.00	3	\$750.00	3.00		3.00	\$750.00	\$0.00	\$750.00
CO3-EW5	Disposal of MH Bases	LS	\$3,707.88	1	\$3,707.88	1.00		1.00	\$3,707.88	\$0.00	\$3,707.88
	Downtime to repair damaged unmarked water main in front of Virginia			1	\$5,143.71	1.00		1.00	\$5,143.71	\$0.00	\$5,143,71
CO5-1	Plaza Removal and disposal of below grade concrete and asphalt from old Rt 23 in front of #560 Rt 23 (Virgina Plaza) and #590 Rt 23 (Honda	LS	\$5,143.71	1	\$13,271.80	1.00		1.00	\$13,271.80	\$0.00	\$13,271.80
CO5-2 CO5-3	Used Cars) Field investigation for existing water main layout at the intersection of Rt 23 and Garden Place	LS	\$13,271.80 \$5,817.73	1	\$5,817.73	1.00		1.00	\$5,817.73	\$0.00	\$5,817.73
	Additional time excavating to find water service to #652 Rt 23 (Delta	1000000		1	\$2,344.94	1.00		1.00	\$2,344.94	\$0.00	200500000000
CO5-4	Gas Station)  Removal of two unknown buried dry wells behind #637 Rt 23 (Heart	LS	\$2,344.94	1				1877			\$2,344.94
CO5-5	and Vascular) Electrical repair of damaged unmarked underground wiring at # 560	LS	\$5,069.37	1	\$5,069.37	1.00		1.00	\$5,069.37	\$0.00	\$5,069.37
CO5-6	Rt 23 (Viginia Plaza)  Electrical repair of damaged unmarked underground wiring at # 561	LS	\$10,566.48	1	\$10,566.48	1.00		1.00	\$10,566.48	\$0.00	\$10,566.48
CO5-7	Rt 23 (Goodwill)	LS	\$2,251.43		\$2,251.43	1.00		1.00	\$2,251.43	\$0.00	\$2,251.43
CO5-8	Additional work for water main tie in at excessive depth at #620 Rt 23 (Urgent Care)	LS	\$4,366.47	1	\$4,366.47	1.00		1.00	\$4,366.47	\$0.00	\$4,366.47
CO5-9	Additional work and material for 1.5" service to #652 Rt 23 (Delta Gas Station)	LS	\$3,390.63	1	\$3,390.63	1.00		1.00	\$3,390.63	\$0.00	\$3,390.63
CO5-10	Additional time excavating to find water service for #14 (East Garden Place)	LS	\$1,361.47	1	\$1,361.47	1.00		1.00	\$1,361.47	\$0.00	\$1,361.47
CO5-11	Time and material to reinstall dry wells previously removed behind #637 Rt 23 (Heart and Vascular)	LS	\$10,852.05	1	\$10,852.05	1.00		1.00	\$10,852.05	\$0.00	\$10,852.05
CO5-12	Additional work associated with moving sanitary manhole due to conflict with existing water main in front of #729 (Delta Gas Station)	LS	\$1,663.48	1	\$1,663.48	1.00		1.00	\$1,663.48	\$0.00	\$1,663.48
CO5-13	Repair of damaged mismarked water service for #729 Rt 23 (Deta Gas Station)	LS	\$8,519.32	1	\$8,519.32	1.00		1.00	\$8,519.32	\$0.00	\$8,519.32
CO5-14	Re-excavation and adjustment of sewer lateral to include grease trap previously bypassed for #615 Rt 23 (Hoboken Pizza)	LS	\$3,976.21	1	\$3,976.21	1.00		1.00	\$3,976.21	\$0.00	\$3,976.21
CO5-15	Downtime associated with Municipal building sewer lateral connection	LS	\$5,408.02	1	\$5,408.02	1.00		1.00	\$5,408.02	\$0.00	\$5,408.02
CO6-1	Investigate and properly abandon existing water mains and buried valves that were determined to no longer be in use at the intersection of Route 23 and East Garden Place.	LS	\$5,981.42	1	\$5,981.42	1.00		1.00	\$5,981.42	\$0.00	\$5,981.42
CO6-2	Investigate and cap an old pressurized water main that was no longer in use.	LS	\$10,220.28	1	\$10,220.28	1.00		1.00	\$10,220.28	\$0.00	\$10,220.28
C06-3	Additional excavation for the connection of the new water main to the existing water main along Route 23.	LS	\$1,035.68	1	\$1,035.68	1.00		1.00	\$1,035.68	\$0.00	\$1,035.68
C06-4	Time associated with pumping out the septic system at the Pompton Queen Diner.	LS	\$2,891.20	1	\$2,891.20	1.00		1.00	\$2,891.20	\$0.00	\$2,891.20
C06-5	Relocate the storm drain between manholes RN14 and RN15	LS	\$2,200.51	1	\$2,200.51	1.00		1.00	\$2,200.51	\$0.00	\$2,200.51
	Investigate and remove an unknown 4-in cast iron pipe from sanitary sewer trench on E. Garden Pl.	LS	\$1,628.39	1	\$1,628.39	1.00		1.00	\$1,628.39	\$0.00	\$1,628.39

CLIENT: PROJECT: CONTRACTOR: TOWNSHIP OF PEQUANNOCK ROUTE 23 NORTH BOUND AND SOUTHBOUND SANITARY SEWER EXTENSION P&A CONSTRUCTION INC.

Application: Page: 13 2

DATE: January 17, 2025

ITEM	DESCRIPTION	UNITS	UNIT	ESTIMATED QUANTITY	ESTIMATED TOTAL	QUANTITY PREVIOUS APPLICATIONS	QUANTITY COMPLETE THIS PERIOD	QUANTITY COMPLETE TO DATE	PREVIOUS PAY ESTIMATES	THIS PAY ESTIMATE	AMOUNT COMPLETE TO DATE
CO7-1	Relocate 2" water service for Water Department and offset a section of the 12" water main along Route 23 South to accommodate sanitary sewer extension.	LS	\$12,769.89	1	\$12,769.89	1.00		1.00	\$12,769.89	\$0.00	\$12,769.89
CO7-2	Additional time and material associated with repairs for several damaged conduits along Rt 23.	LS	\$11,349.85	1	\$11,349.85	1.00		1.00	\$11,349.85	\$0.00	\$11,349.85
C07-3	Time associated with pumping out the Municipal Building septic system	LS	\$4,792.47	1	\$4,792.47	1.00		1.00	\$4,792.47	\$0.00	\$4,792.47
C07-4	Catch basin head casting replaced.	LS	\$300.00	1	\$300.00	1.00		1.00	\$300.00	\$0.00	\$300.00
C07-5	Two bicycle safe catch basin grates replaced.	LS	\$600.00	1	\$600.00	1.00		1.00	\$600.00	\$0.00	\$600,00
CO8-1	Service and repair the irrigation system at the Municipal Building.	LS	\$745.00	1	\$745.00	1.00		1.00	\$745.00	\$0.00	\$745,00
CO8-2	Replace the sprinkler systems within the easements on Rt-23 Northbound.	LS	\$9,750.00	1	\$9,750.00	1.00		1.00	\$9,750.00	\$0.00	\$9,750.00
CO8-3	Pump out the storm system by 729 Rt 23.	LS	\$13,714.67	1	\$13,714.67	1.00		1.00	\$13,714.67	\$0.00	\$13,714.67
CO9-1	Route 23 Shoulder Closure	Day	\$4,750.00	1	\$4,750.00	1.00		1.00	\$4,750.00	\$0.00	\$4,750.00
CO9-2	Excavation, 5"	SY	\$26.13	500	\$13,065.00	356.66		356.66	\$9,319.53	\$0.00	\$9,319,53
CO9-3	19M64 Base Course, 3.5"	Ton	\$181.13	95	\$17,207.35	76.19		76.19	\$13,800.29	\$0.00	\$13,800,29
CO9-4	I-5 Surface Course, 1.5"	Ton	\$198.60	50	\$9,930.00	32.00		32.00	\$6,355.20	\$0.00	\$6,355.20
CO9-5	Striping Parking Lot	LS	\$625.00	1	\$625.00	1.00		1.00	\$625.00	\$0.00	\$625.00
	TOTAL				\$5,888,956.52		\$1.00		\$5,654,977.53	\$0.00	\$5,654,977,53

# **CHANGE ORDER NO. 10**

OwnerTownship	of Pequannock			Date	01/17/25	5			
Project Rt-23 No	rthbound and Southbound	Sanitary Sev	ver Exte	ension					
Owner's Contract No. Contract 14-5				Contractor _P&A Construction, Inc.					
Date of Contract Start10/3	0/23				99,240.68				
You are directed to make the Final balancing Ch	following changes in the (					(\$127,322.63)			
Reason for Change Order:  Net value of work items of	ompleted less work items	estimated in	Bid For	m.					
CONTRAC	T PRICE				CONTRACTOR Substantial	CT TIMES  To Final			
Original:         \$ 5,699,240.68           Previous COs (ADD):         \$ 83,059.48           This CO (DEDUCT):         \$ 127,322.63           Contract Price with all         \$ 5,699,240.68		This CO (	Original: Previous COs (ADD): This CO (ADD): REVISED:			Restoration 365 63 0 428			
approved Change Orders	\$ 5,654,977.53	Original C Revised C			5/2/2024 9/5/2024	10/29/2024 12/31/2024			
It is agreed by the Contractor herein, including all impact, do no further time or dollar comp	elays, and acceleration cos	ts. Other tha	n the do						
	OCUMENT SHALL BECCULATIONS AND COVENA								
RECOMMENDED:  By:				1/28	3/2025				
Engineer (Authorized Sig APPROVED:	nature) Alec Mittiga, P.E. H2M Associates, Ir			Date					
By: Owner (Authorized Signature) Adam W. Brewer, Twp. Manager			e u	Date					
ACCEPTED: A. Park					18/25				
Contractor (Authorized Si	gnature) P&A Construction	on, Inc.		Date					
					H2M / PQNK2302 Project No.	Associates, Inc. / 10 Change Order No.			

Bond	No.	5185213	



# MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, P & A Construction, Inc.
650 Leesville Avenue, Rahway, NJ 07065 as Principal,
and the GREAT AMERICAN INSURANCE COMPANY, a corporation organized under the laws of the State of
Ohio and duly authorized to transact business in the State of New Jersey
Great American Insurance Co as Surety, are held and firmly bound unto
Township of Pequannock;530 Newark-Pompton Turnpike; Pompton Plains, NJ 07444 as Obligee, in the sum of
(\$5,654,977.53) Five Million Six Hundred Fifty Four Thousand Nine Hundred Seventy Seven and 53/100 DOLLARS,
for the payment whereof well and truly to be made, and Principal and the said Surety, bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
SIGNED, sealed and dated this 22nd day of January ,2025 .
WHEREAS the Principal and the Obligee have entered into a written agreement dated the 11th
day of July , 2023 , for Rt 23 Northbound and Southbound Sanitary Sewer Extension Project
the terms of which agreement were completed and accepted the 4th day of December , 2024 ;
and
WHEREAS the Principal has given a One(1) year maintenance guarantee under said agreement or otherwise against defective materials and workmanship.
NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly comply with such guarantee, then this obligation to be void; otherwise it shall remain in full force.
PROVIDED that no right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein; and
PROVIDED FURTHER that the Surety shall have no liability under this bond unless the Obligee shall give written notice of claim of the Principal's failure to comply with such guaranteed to the Surety at its Administrative Office at 301 E. Fourth Street, Cincinnati, Ohio 45202 such notice to be given within the year year maintenance period.
P & A Construction, Inc.
650 Leesville Avenue, Rahway, NJ 07065
Ch. View
Nicholas Pinho VICE PRESIDENT

GREAT AMERICAN INSURANCE COMPANY

Attorney-in-Fact

William L. Minderjahn

# **GREAT AMERICAN INSURÂNCE COMPANY®**

Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWO

No. 0 18328

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name

WILLIAM L. MINDERJAHN BRANDON W. EDWARDS

Attest

Address **BOTH OF** MONTGOMERYVILLE, PA Limit of Power **BOTH** \$100,000,000

2020

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this

day of SEPTEMBER

GREAT AMERICAN INSURANCE COMPAN

Divisional Senior Vice President MARK VICARIO (877-377-2405)

Susan a Lohows

STATE OF OHIO, COUNTY OF HAMILTON - ss:

Assistant Secretary

On this 4th day of SEPTEMBER , 2020 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST **Notary Public** State of Ohio My Comm. Expires May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

### CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

22nd

day of

January

2025

Assistant Secretary



301 East 4th Street Cincinnati, OH 45202

GAIG.com

### **GREAT AMERICAN INSURANCE COMPANY**

# STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS AS OF DECEMBER 31, 2023

### ADMITTED ASSETS

### LIABILITIES, CAPITAL AND SURPLUS

Bonds \$	5,823,826,242	Unpaid losses and loss expenses\$	5,894,983,582
Stocks	1,237,341,409	Reserve for underwriting expenses	409,340,848
Mortgage loans on real estate	710,228,304	Reserve for unearned premiums	2,012,934,616
Real estate (net of encumbrances)	2,008,971	Ceded reinsurance premiums payable	204,344,750
Cash and short-term investments	468,843,467	Funds held under reinsurance treaties	899,657,448
Other invested assets	2,336,668,473	Provision for reinsurance	37,574,400
Receivable for securities	474,176	Retroactive reinsurance ceded	(67, 170, 073)
Investment income due and accrued	60,912,415	Other liabilities	212,548,188
Agents' and premium balances	867,397,942	Total liabilities	9,604,213,759
Reinsurance recoverable on loss payments	145,881,301		
Federal income taxes	14,692,309		
Net deferred tax asset	34,470,095		
Receivable from affiliates	28,828,823		
Receivable from Federal Crop Insurance Corporation	747,280,659		
Company owned life insurance	197,050,712	Capital stock\$ 15,440,600	
Funds held as collateral	47,607,564	Paid in surplus 903,529,318	
Funded deductibles	33,104,908	Special surplus funds 57,081,006	
Other admitted assets	34,841,617	Unassigned funds	
		Policyholders' surplus	3,187,245,628
Total\$	12,791,459,387	Total \$	12,791,459,387
		*****	

Securities have been valued on the basis prescribed by the National Association of Insurance Commissioners.

STATE OF OHIO

COUNTY OF HAMILTON

Judith E. Gill, Vice President and Controller, and Stephen Beraha, Assistant Vice President and Assistant Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said state applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (96 Stat. 1047 as amended: 31 U.S.C. 9304-9308); that to the best of their knowledge and belief the above statement is a full, true and correct Statement of the Assets, Liabilities and Capital & Surplus of the said Company as of December 31, 2023.

Subscribed and sworn to before me

this 28th day of February, 2023.

1/wer

35

VALERIE SMITH Nøtary Public State of Ohio My Comm. Expires October 17, 2026

### **TOWNSHIP OF PEQUANNOCK**

Resolution of the Township Council authorizing an Interlocal Agreement with Morris County for the use of NearMap Us Inc.

Resolution No. R2025-68

**WHEREAS**, pursuant to Uniform Shared Services and Consolidation Act N.J.S.A. 40:8A-1 et. seq., local units may join together to provide authorized services for each other; and

**WHEREAS**, the Township of Pequannock and the County of Morris desire to join together in an agreement whereby the Township will procure access to mapping provided by NearMap US Inc. for the rates outlined in the attached Agreement, which is herein incorporated; and

**WHEREAS,** the Chief Financial Officer has certified that: <u>01-201-21-180-0020</u> (<u>Planning OE</u>) has funds available in the amount of \$2,812.50 for Near Map Services. 2026 amount is pending adoption of future budgets;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Pequannock, in the County of Morris, State of New Jersey that the Township Manager and the Township Clerk are hereby authorized to execute an Interlocal Agreement between the Township of Pequannock and the County of Morris for the use of NearMap US Inc., for 2025 and 2026.

Adopted: February 11, 2025		
	John Driesse, Mayor	
Carol I Marsh Township Clerk	<u> </u>	

# **Certification of Available Funds**

Number: Resolution No. 2025-68

I, Julie Kupilik, Chief Financial Officer, certify that: <u>01-201-21-180-0020 (Planning OE)</u> has funds available in the amount of \$2,812.50 for Near Map Services. 2026 amount is pending adoption of future budgets

Julie Kupilik

**Chief Financial Officer** 

Julie Kupilek

2/6/25

Date

# COUNTY OF MORRIS OFFICE OF INFORMATION TECHNOLOGY

P.O. BOX 900 Morristown, New Jersey 07963-0900

**Board of County Commissioners** 

Tayfun Selen, *Director*Stephen H. Shaw, *Deputy Director*Douglas R. Cabana
John Krickus
Thomas J. Mastrangelo
Christine Myers
Deborah Smith



Deena Leary

Assistant Administrator
Brian T. Murray

Chief Information Officer
John Tugman
973-285-6900
Fax 973-285-6886
www.morriscountynj.gov

County Administrator

## NearMap US Inc Shared Services Agreement

The County of Morris contracted with NearMap US Inc for the collection and delivery of aerial imaging. Our contract grants access for this service to County of Morris internal departments only.

To grant access to the collected data to Morris County Municipalities, NearMap US Inc. requires that the County of Morris enter into a shared services agreement.

The NearMap US Inc shared services agreement is licensed and has cost calculated based on the population of the licensee's geographical area.

Please note that as pricing is calculated based on current population, it may change at the time of the next completed census.

NearMap US Inc is extending a 25% discount on licensing to any municipality that elects to enter into the shared services agreement with the County of Morris. If the municipality elects to enter into an agreement with NearMap US Inc directly, they will incur the full licensing cost.

For contract year starting June 1st, 2025, in addition to the 25% discount from NearMap; The County of Morris is requesting participating municipalities to reimburse the County of Morris half of the NearMap discounted cost. Effectively granting the municipality a 62.5% total discount.

For contract year starting June 1st, 2026, The County of Morris is requesting participating municipalities to reimburse the County of Morris the NearMap standard discounted cost. This agreement is between the County of Morris and Pequannock.

By entering into this agreement, Pequannock agrees to reimburse the County of Morris for the cost assessed by NearMap US Inc for their licensed access.

As of the 2020 census, the Pequannock population was tallied at 15,571. Based on this population, the following cost has been calculated for your licensed access:

# COUNTY OF MORRIS OFFICE OF INFORMATION TECHNOLOGY

Board of County Commissioners Mor

P.O. BOX 900 Morristown, New Jersey 07963-0900

Tayfun Selen, *Director*Stephen H. Shaw, *Deputy Director*Douglas R. Cabana
John Krickus
Thomas J. Mastrangelo
Christine Myers
Deborah Smith



Deena Leary

Assistant Administrator
Brian T. Murray

Chief Information Officer
John Tugman
973-285-6900
Fax 973-285-6886
www.morriscountynj.gov

County Administrator

Contract term: 06/01/2025 through 05/31/2027

Total Municipality Contract Cost: \$8,437.50 (To be invoiced Annually as follows)

2025 Cost Assessment Population: 15,571 License Cost: \$7,500 Discount: 62.5%

Peguannock

Pequannock Cost: \$2,812.50

2026 Cost Assessment Population: 15,571 License Cost: \$7,500

Discount: 25%

Pequannock Cost: \$5,625

Morris County

collected by NearMap US Inc.

☐ Pequannock accepts this agreement and requests access to County of Morris aerial imagery data.

☐ Pequannock declines this agreement.

Upon acceptance, Pequannock will be granted access to the County of Morris aerial imagery data

Failure to respond by Friday, February 7<sup>th</sup>, 2025, will be considered as no interest by Pequannock for services.

requariion	World County
(Signature)	(Signature)
(Name)	(Name)
(Title)	(Title)
(Date)	(Date)

### **TOWNSHIP OF PEQUANNOCK**

Resolution of the Township Council authorizing Tax Office refunds, overpayments or cancellations.

Resolution No. R2025-69

WHEREAS, there appears on the tax records overpayments or otherwise as shown below; and

**WHEREAS**, the overpayments were created by the reasons indicated below, and the Collector of Taxes recommends the refund or transfers of such overpayments;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Pequannock, in the County of Morris, State of New Jersey as follows:

1. The proper officers are hereby authorized to make the following refunds and/or cancellations for the reasons stated.

Amount	Block	Lot	Name	Year	Reason
\$ 4,214.39	2001	6	Bala Partners LLC	2024	Lien Redemption
\$ 600.00					Return of Premium

2. The Township Clerk is directed to forward a certified copy of this resolution to the Tax Collector and Chief Financial Officer.

Adopted: February 11, 2025		
	John Driesse, Mayor	
Carol J. Marsh, Township Clerk	<u> </u>	

### **TOWNSHIP OF PEQUANNOCK**

Resolution of the Township Council approving payment of the itemized claims as set forth on the **February 7, 2025** Bill List and 2018 FEMA Elevation Escrow list.

Resolution No. R2025-70

**WHEREAS**, the Chief Financial Officer has prepared a Bill List setting forth itemized claims for payment; and

**WHEREAS**, the vouchers requesting payment have been certified by the claimant and approved by the appropriate Township official having knowledge of the materials or services supplied; and **WHEREAS**, the CFO has certified as to the availability of funds;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Pequannock, in the County of Morris, State of New Jersey as follows:

1. The claims set forth on the **February 7, 2025** Bill List and summarized as follows are hereby approved for payment:

Fund 01	Current Fund		2,107,625.84
Fund 02	Grant		4,600.00
Fund 04	General Capital Fund		91,003.78
Fund 05	Water Operating Fund		26,263.16
Fund 06	Water Capital Fund		0.00
Fund 07	Sewer Operating Fund		2,966.32
Fund 08	Sewer Capital Fund		131,603.53
Fund 13	Animal Control Fund		164.40
Fund 14	<b>Builders Escrow Fund</b>		0.00
Fund 15	Cash Trust Fund		6,466.68
Fund 20	Open Space Trust Fund		0.00
Fund 21	COAH Account		0.00
Fund 22	Fire Safety Fund		0.00
Fund 26	Solid Waste Utility Fund		70,016.95
Fund 30	Public Health Utility		0.00
Fund 32	Recreation Trust Fund	<u></u>	214.92
		TOTAL_	\$2,440,925.58

1. The claims set forth on the **February 7**, 2018 FEMA Elevation Escrow List summarized as follows are hereby approved for payment:

Fund 31 2018 FEMA Elevation Escrow \$55,041.54

2. The Township Clerk is hereby directed to forward a certified copy of this Resolution to the Township Chief Financial Officer.

Adopted: February 11, 2025		
	John Driesse, Mayor	
Carol J. Marsh, Township Clerk	- -	

# Items for Discussion



Office of the Township Clerk (973) 835-5700 • Fax: (973) 835-1152

www.peqtwp.org

530 Newark-Pompton Turnpike, Pompton Plains, NJ 07444-1799

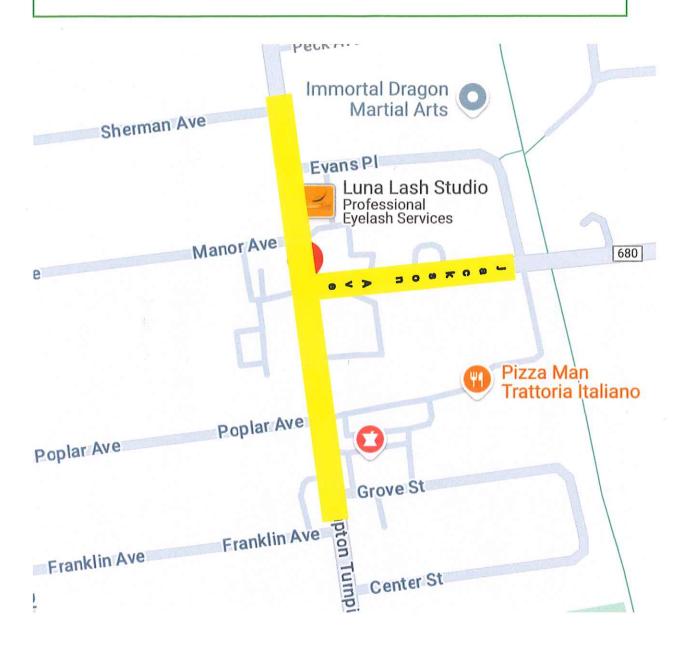
# SPECIAL EVENT LICENSE APPLICATION

License Fee: \$100.00

FESTIVALS - CARNIVALS - EXHIBITIONS - SHOWS - RACES - WALK-A-THONS

APPLICATION MUST BE SUBMITTED NOT LESS THAN 45 DAYS PRIOR TO EVENT

SPONSOR:	Pequanno	ock Regional C	hamber of Commerce				
EVENT:	Annual Str	eet Festival					
	Sunday S	a ale - lac 21	3036	HOUDO	11AM to 5	SPM sure 7AM to 7PM	. A
DAY & DATE:		epkonber 21,		_ HOURS: _	Noau Clos	Sule /AM to /PI	VI
LOCATION:	Along Newa	rk Pompton 1 pk	e -Center of Town				
	ESTIMATED NU	IMBER OF PARTICI	PANTS/ATTENDEES:	5,000?			
Include a s			neral layout, parking, traffic		areas for	trash/recycling.	
Che clea	ck this box if the e	vent is a race or wall lanned route. Proof	k-a-thon that will use public st of insurance will also be requi	reets and incl red as outline	ude a map d In the ins	or description tha tructions.	ŧ
CONTACT INFOR	MATION, NAME:	Margaret Sanchez	- Treasurer -Chamber of C	Commerce			
	4 Algonquin Trai		PHONE:	201-638-36	38		
CITY, STATE, ZIP:			EMAIL;	Msanchez@	gkearnyba	ank.com	
			***************************************		□ NO		
	•			1	□ №		
Will alcoholic bev	erages be serve	d?	*************************************	⊠Yes	□ NO		
Will any raffles be	conducted?		>+1++++++++++++++++++++++++++++++++++++	☑YES	□ NO		
Will food be prepa	ared on-site?	***********************					
Will there be cook	ding on-site?	*************	*************************************	☑YES			
Will there be any	bonfires, open fl	ames or fireworks?			⊠ио	RECEN	/ED
•	, ,		}		□ NO		
			ne event site?		□NO	JAN -8	2025
-	s announcing the	e event posted off-s	site?	🗹 YES			
Mill thora ha an a	•	•					\
	ite parking?	•	***************************************	⊠YES	□NO	TOWNSHIP (	ルヒヒHH
Will any existing p	ite parking? arking spaces b	e eliminated for the	event ?	⊠YES		TOWNSHIP ( EOUANIVOCK TO	VVNSH
Will any existing p What arrangemen	ite parking? arking spaces b its will be made:	e eliminated for the	event ?	⊠yes ⊠yes	ם אס	EQUANIVOCK TO	JLERK VVNSH
Will any existing p What arrangemen ster will be provided	ite parking? arking spaces b its will be made s as well as on go	e eliminated for the for recycling and tra bing collections thro	event ? ash disposal? Yes oughout the day and street Yes- Arrangements m	☑ YES ☑ YES cleaners at	□ NO the end o	of the event	VNSH
Will any existing p What arrangemen ster will be provided	ite parking? arking spaces b its will be made s as well as on go	e eliminated for the for recycling and tracing collections throfor traffic control?	e event ? ash disposal? Yes oughout the day and street	☑ YES ☑ YES cleaners at nade with ∫	□ NO the end o	of the event	VNSH
Will any existing p What arrangemen ster will be provided	ite parking? arking spaces b its will be made s as well as on go	e eliminated for the for recycling and tra bing collections thro	e event ? ash disposal? Yes oughout the day and street Yes- Arrangements m Division of the Pequa	☑ YES ☑ YES cleaners at nade with ∫	□ NO the end o	of the event	VNSH
Will any existing p What arrangemen ster will be provided	ite parking? arking spaces b its will be made s as well as on go	e eliminated for the for recycling and tracing collections throfor traffic control?	e event ? ash disposal? Yes oughout the day and street Yes- Arrangements m Division of the Pequa	☑ YES ☑ YES cleaners at nade with ∫	□ NO the end o	of the event	VNSH





1/22/2025

To whom it may concern,

The Pequannock Regional Chamber of Commerce has filed an application with the Township of Pequannock for the Pequannock Chamber Street Festival, to be held on September 21, 2025. The location is on the cross section of Jackson and Newark Pompton Turnpike. Evans to Franklin and Jackson to Quick Check. This application will be considered for approval during the meeting of the Township Council scheduled to begin at 7:00pm on January 28, 2025, in the Municipal Building, 530 Newark Pompton Turnpike, Pompton Plains at which time objections will be heard. The application and supporting documents are available for review in the Township Clerk's office located in the Municipal Building.

Thank you,

Pequannock Regional Chamber of Commerce Pequannock Street Festival Committee

### **TOWNSHIP OF PEQUANNOCK**

Resolution of the Township Council approving the designated special event permit application (Chamber of Commerce Street Fair).

Resolution No. R2025-62

WHEREAS, Chapter 158 of the Township Code requires a permit for any *Festival Carnival*, *Exhibition & Show*; and

**WHEREAS**, applications for the special events designated below have been submitted and reviewed by the proper Township officials and the statutory fee has been waived in accordance with Resolution **R2018-137**,

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Pequannock, in the County of Morris, State of New Jersey as follows:

1. The following *Festival Carnival, Exhibition & Shows* (Special Event) application(s) is hereby approved:

EVENT	LOCATION	DATE
( hamber of Commerce	Along Newark Pompton Tpke – Center of Town	September 21, 2025

2. The Township Clerk is directed to issue a license for this special event subject to the requirements outlined in Chapter 158 of the Township Code and to forward a copy of this resolution to the applicant, Police Department, Health Department, Department of Public Works, Zoning Officer and Fire Safety Official.

Adopted: January 28, 2025	
	John Driesse, Mayor
Carol J. Marsh, Township Clerk	