

Pequannock Township

COUNCIL MEETING AGENDA

April 8

2025



Township of Pequannock

TOWNSHIP COUNCIL MEETING AGENDA

April 8, 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.

- 2025 Municipal Budget

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. 2025-03;** AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PROPERTY OWNED BY THE TOWNSHIP OF PEQUANNOCK (101 CHATFIELD DRIVE) NOT REQUIRED FOR PUBLIC PURPOSES PURSUANT TO N.J.S.A. 40A:12-13, ET SEQ
- **ORDINANCE NO. 2025-04;** AN ORDINANCE AMENDING CHAPTER 152 OF THE CODE OF THE TOWNSHIP OF PEQUANNOCK AND REVISING FEES FOR CERTAIN PARKS AND RECREATION ACTIVITIES AND PROGRAMS

10. ORDINANCES FOR INTRODUCTION

- **ORDINANCE NO. 2025-05;** ORDINANCE AUTHORIZING COMPENSATION IN THE FORM OF A CLOTHING ALLOWANCE OR STIPEND FOR MEMBERS OF THE FIRE DEPARTMENT OF THE TOWNSHIP OF PEQUANNOCK

11. RESOLUTIONS FOR APPROVAL.

- **R2025-94,** authorizing self-examination of the Municipal Budget for the Year 2025.
- **R2025-95;** approving introduction of the 2025 Municipal Budget.
- **R2025-96;** authorizing an agreement between the Township of Pequannock Police Department and the Mental Health Association to Establish Joint Participation in the ARRIVE Together Program
- **R2025-97,** approving the designated special event permit application (Fire Department 5K Run)
- **R2025-98,** authorizing Tax Office refunds, overpayments or cancellations.
- **R2025-99,** approving payment of the itemized claims as set forth on the **April 3, 2025** Bill List and 2018 FEMA Elevation Escrow list.

12. ITEMS FOR DISCUSSION.

13. REPORTS & NOTICES.

- Correspondence: Note Sale Award

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: Pascack Valley Learning Center v. Township of Pequannock
- Attorney Client Privilege

Next Meetings: Tuesday, April 22, 2025 7:00 p.m.

18. ADJOURNMENT.

Tuesday, May 13, 2025 7:00 p.m.

2025 MUNICIPAL BUDGET PRESENTATION

PRESENTATION - 2025 MUNICIPAL BUDGET

Township of Pequannock 2025 Municipal Budget

April 8, 2025

The Budget Process

- ▶ September 2024 - Manager and Chief Financial Officer discuss preliminary budget document
- ▶ September 2024 - Department Heads, Board/Committee/Commission Chairs asked to prepare and submit budget requests
- ▶ November 2025 - Manager and Chief Financial Officer hold annual, public departmental budget meetings
- ▶ January 2025 - Municipal Budget Initial Distribution to the Township Council
- ▶ February - March 2024 - Budget Meetings Held with the Township Council
- ▶ March 25, 2025- Additional Meeting for Consideration of the Budget
- ▶ April 8, 2025 - Budget approval and introduction (projected)
- ▶ May 13, 2025 - Public Hearing on the Municipal Budget & Potential Adoption

Municipal Budget Highlights

- ▶ 2025 Introduced Municipal Budget:
 - ▶ Total Current Fund General Appropriations of \$ 23,060,967
- ▶ Open Space, Recreation, Farmland & Historic Preservation Trust Fund Tax remains at \$0.006 per \$100 of Assessed Valuation.
 - ▶ The Trust Fund had an unencumbered balance of \$716,106 on 12/31/24 and will generate approximately \$ 213,561 in Additional Dedicated Funds in 2025.
- ▶ Overall Municipal Tax Increase, including the Library, is Approximately: 3.00%

Changes by Expense Category

	2025 Budget	2024 Budget	\$ Change	% Change
Salary & Wage	\$ 8,755,770	\$ 8,541,150	\$ 214,620	2.51%
Other Expense	\$ 5,480,330	\$ 5,206,500	\$ 273,830	5.26%
Health Insurance	\$ 2,140,000	\$ 2,005,000	\$ 135,000	6.73%
Pensions	\$ 2,005,810	\$ 1,931,827	\$ 73,983	3.83%
Debt Service*	\$ 335,475	\$ 110,000	\$ 225,475	204.98%

* Debt Service is partially offset by an appropriation of \$197,475 from Reserve for Debt Service from payments received related to outstanding debt service

Revenues

- ▶ The Tax Collection Rate for 2024 Remained Strong
- ▶ Miscellaneous Revenue Collection Was Strong
 - ▶ High collection in interest on investments
- ▶ The 2025 Budget continues to rely on one-time revenues and reserves to support operations
 - ▶ Reserve for Insurance Refunds
 - ▶ Capital Fund Balance

Fund Balance

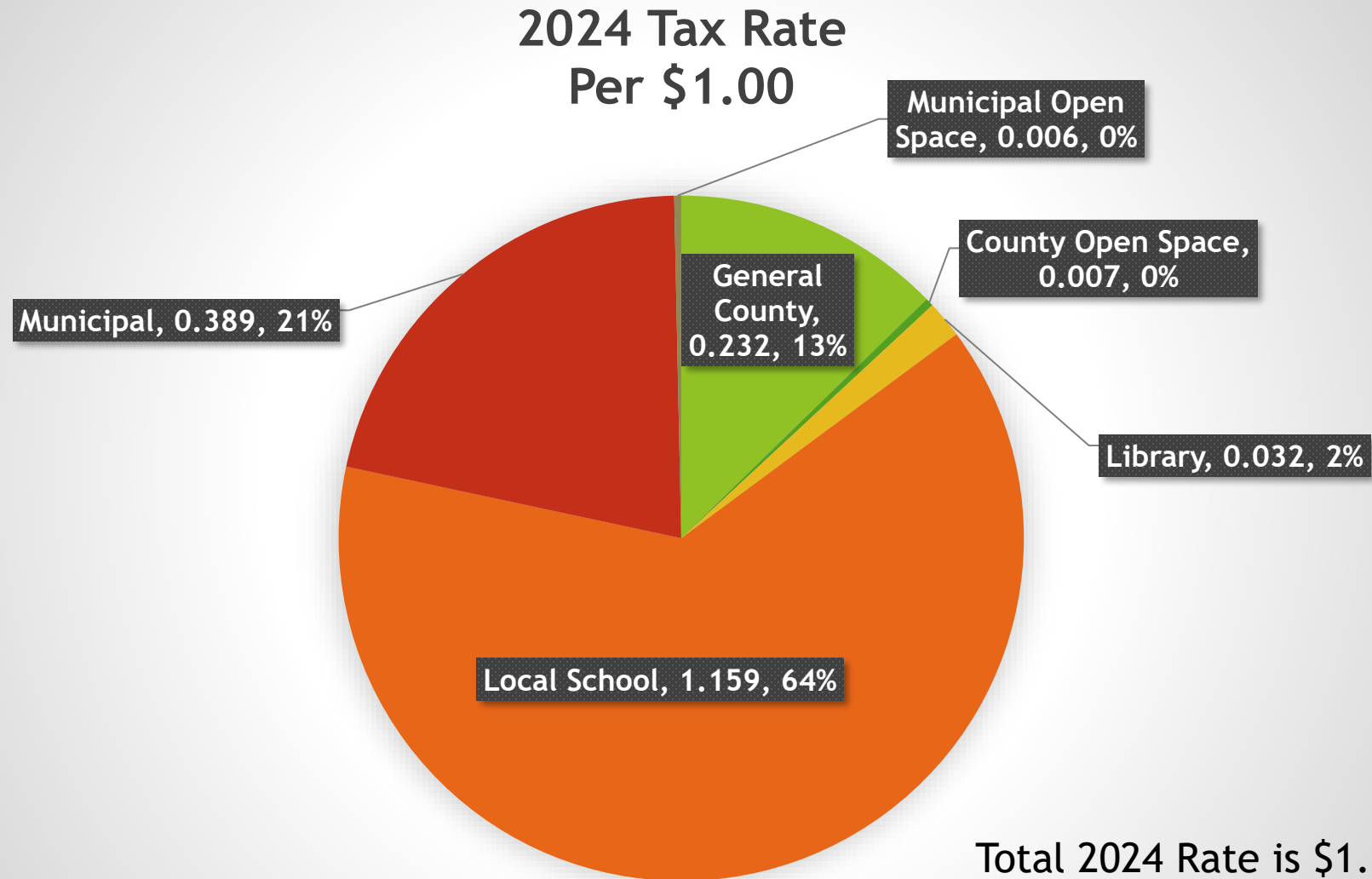
► Anticipated 2025 \$3,026,000

► Primary Sources of Fund Balance at 12/31/2024

- Lapsed 2023 Reserves of \$2,159,191
- Strong Current Tax Collection Rate
- Increase in interest on investment revenue

Year	12/31 Balance	Used in Next Year's Budget	Balance
2024 (Est)	\$8,687,455	\$3,026,000	\$5,661,455
2023	\$7,624,300	\$2,265,000	\$5,359,300
2022	\$7,136,671	\$3,093,340	\$4,043,331
2021	\$5,926,124	\$1,945,000	\$3,981,124
2020	\$4,844,942	\$2,119,500	\$2,725,442
2019	\$3,945,958	\$1,856,000	\$2,089,958
2018	\$2,784,699	\$1,500,000	\$1,284,699
2017	\$3,346,252	\$2,208,728	\$1,137,524
2016	\$1,695,511	\$1,330,000	\$365,511
2015	\$1,805,612	\$1,350,000	\$455,612
2014	\$1,590,725	\$1,250,000	\$340,275
2013	\$1,608,874	\$1,260,000	\$348,874
2012	\$1,593,554	\$1,250,000	\$343,554
2011	\$1,719,111	\$1,230,000	\$489,111

The Tax Dollar In 2024



Total 2024 Rate is \$1.825 Per \$100 of Assessed Value

Capital Improvements

- ▶ General Capital Appropriations Budgeted \$ 1,777,000
 - ▶ \$ 1,524,350 in projects anticipated funded through the budget
- ▶ General Capital Program is a Fully Funded, Pay-As-You-Go Program
- ▶ Capital Program Maintains Strong Improvements in Infrastructure, Equipment, & Funding of Capital Reserves for Future Purposes
- ▶ 2025 Anticipated Program Highlights
 - ▶ Reserve for Fire Apparatus \$ 231,000
 - ▶ Sidewalk Improvements \$ 82,500
 - ▶ Reserve for Purchase of an Ambulance \$ 63,000
 - ▶ Road Resurfacing Projects \$ 187,500

Water Utility

- ▶ Water Utility Budget Overall Decrease of (\$99,770) or (2.46%)
 - ▶ Salaries & Wages increased by 0%
 - ▶ Other Expenses (excluding health insurance) increased by 1.87%
 - ▶ Principal driver of the decrease is satisfying the deferred charges dating back to 2003 in the amount of approximately \$250,000
 - ▶ PFOA/PFOS Treatment Project - Out to bid with proposals due 5/15/2025
 - ▶ A capital plan, including \$ 300,000 of projects, is included

Sewer Utility

- ▶ Sewer Utility Budget Overall increase of \$62,640 Or 1.28%
 - ▶ Salary & Wages increased by 3.48%
 - ▶ Other Expenses (excluding health insurance) increased 1.79%
 - ▶ Debt service has increased by \$162,540 with new debt taken out in 2024
 - ▶ \$3,500,000 in bonds were issued in 2024 with only an interest payment due in 2024 reducing overall debt service for 2024
 - ▶ A full year of interest and principal payments is anticipated for 2025

Solid Waste Utility

- ▶ Overall the Solid Waste Utility Budget increased by \$107,220 or 4.51%
- ▶ Annual increases are principally driven by the costs associated with the five year collection contracts for Solid Waste, Recycling and Vegetative Waste which conclude on 10/31/2025
 - ▶ Following receipt of bids on 5/22/2025, a rate study will need to be completed to see what impact the proposals have on costs and ultimately rates.
- ▶ A new rate of \$139.35/quarter was established as of 1/1/25 to address the increase in the cost of the collection contracts.
- ▶ Salaries & Wages increased by 1.15%
- ▶ Other Expenses (excluding health insurance) increased by 11.24%

Thank you!

The budget process from start to finish is longer than most realize, with many hands making the lightest work possible. Appreciation is extended to all the volunteers and staff who worked to put the budget together, especially the CFO and ultimately Township Council!

Manager's Report

MANAGER'S REPORT

Township of



Pequannock

To: Township Council

From: Adam W. Brewer, Township Manager ^{awb}

Re: Manager's Report – 4/8/2025 Council Meeting

Date: April 4, 2025

A) 2025 Municipal Budget

A presentation on the 2025 municipal budget will be made and corresponding legislative action required for the introduction of the budget has been prepared for the Council's consideration. Details on the budget are addressed under separate cover.

B) Ordinance 2025-03 - Sale of 101 Chatfield Drive, Pompton Plains, NJ 07444 – An Affordable Unit Currently Owned by the Township of Pequannock

In 2023 the Township of Pequannock foreclosed on 101 Chatfield Drive, a three-bedroom, low income, affordable condominium, and took possession of the unit in September of 2024. The unit was in significant need of rehabilitation, which was recently completed. It is now time to sell the unit to an eligible party. Following a review of applicable law, the decision was made to schedule an ordinance authorizing the sale of the public property to a party deemed eligible by the Township's affordable housing Administrative Agent. The ordinance was introduced on March 25, 2025; public hearing and potential adoption are scheduled for April 8, 2025.

C) Ordinance 2025-04 – Parks & Recreation Fees

Three new programs were implemented that were not addressed by the existing ordinance. Therefore, Ordinance 2025-04 was drafted and introduced on March 25, 2025 to provide the required authority to charge the corresponding fees. A public hearing and the potential adoption of the ordinance is scheduled for April 8, 2025.

D) ARRIVE Together Program and Corresponding Agreement with the Mental Health Association

Police Departments are being directed to participate in the ARRIVE Together Program with the Mental Health Association of Essex/Morris. Enclosed please find a memo from the Chief of Police and a corresponding resolution has been scheduled for the Council's consideration.

* * *

Public Hearings Ordinances for Adoption

PUBLIC HEARINGS / ORDINANCES FOR ADOPTION

TOWNSHIP OF PEQUANNOCK

PLEASE TAKE NOTICE the following ordinance was introduced and passed on first reading at the **March 25, 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 **April 8, 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. 2025-03

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PROPERTY OWNED BY THE TOWNSHIP OF PEQUANNOCK (101 CHATFIELD DRIVE) NOT REQUIRED FOR PUBLIC PURPOSES PURSUANT TO N.J.S.A. 40A:12-13, ET SEQ

WHEREAS, the Local Lands and Buildings Law, N.J.S.A. 40A:12-13, et seq., authorizes the sale by municipalities of any real property, capital improvements or personal property, or interests therein, not needed for public use by sale in the manner provided by law; and

WHEREAS, the Township of Pequannock is the owner of certain real property consisting of a three bedroom affordable housing restricted unit acquired through foreclosure of a tax sale certificate; and

WHEREAS, the unit is located at 101 Chatfield Drive, Pompton Plains, New Jersey and is shown on the Official Tax Map of the Township of Pequannock as Block 1101 Lot 9 CO 101; and

WHEREAS, as a deed restricted affordable unit this property must be sold exclusively to a qualified purchaser at the regulated price pursuant to the affirmative marketing and selection criteria process set forth in the Uniform Housing Affordability Controls (UHAC) regulations and, consequently, is not be subject to competitive bidding.

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

1. The following property shall be offered for sale, pursuant to N.J.S.A. 40A:12-13, following the affirmative marketing and selection criteria process set forth in the Uniform Housing Affordability Controls (UHAC) regulations to a qualified buyer under the direction of the Township Manager and the Township Affordable Housing Administrative Agent.

BLOCK	LOT	SALE PRICE
1101	9 CO 101 (101 Chatfield Drive)	\$124,629.00

2. The property sold shall be subject to the following restrictions in term of sale:
 - i. To conduct all necessary title searches prior to the date of sale.
 - ii. That no representations of any kind are made by the Township of Pequannock as to the condition of the property, said premises are being sold in their present condition "as is".

3. That the sale is made subject to such state of facts as an accurate survey may disclose, easements, conditions, covenants and restrictions and any other encumbrances of title which the Township Council may impose on any parcel at the time of the sale specifically including affordable housing deed restrictions
4. The sale is made subject to all applicable laws and ordinances of the State of New Jersey and the Township of Pequannock.
5. That should the title to the property prove to be unmarketable for any reason, the liability of the Township shall be limited to the repayment to the purchaser of the amount of deposit and any portion of the purchase price paid and shall not extend to any further costs, expenses, damages or claims. Notice of any alleged defect in title or claim of un-marketability must be served on the Township Clerk, by the purchaser, in writing no later than thirty (30) days after the sale is approved by the Township Council, failure upon the part of the purchaser to give written notice within said time shall be deemed conclusive proof that the purchaser accepts the title in its present condition.
6. That no employee, agent or officer of the Township of Pequannock has any authority to waive, modify or amend any of the conditions of sale.
7. The Purchaser shall agree to the following conditions:
 - i. To pay by the time of closing:
 - a. The purchase price.
 - b. The cost of preparation of all legal documents, including any special property description.
 - c. The cost of recording Deeds and agree that Deeds shall be recorded on behalf of the purchaser by the Township Attorney.
 - ii. To pay prorated real estate taxes for the balance of the current year as of the date of closing.
 - iii. To abide by appropriate zoning, subdivision, health and building regulations and codes and stipulations that this sale will not be used as grounds to support any variance from or realization of said regulations.
8. The Township reserves the right to withdraw the offer of sale.
9. All sales are subject to final approval by the Township Council. Parties who require additional information should contact:

Adam Brewer, Township Manager
Township of Pequannock
530 Newark-Pompton Turnpike
Pompton Plains, New Jersey 07444

10. 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.

11. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

12. This Ordinance shall take effect after final passage and publication in the manner provided by law

TOWNSHIP OF PEQUANNOCK

PLEASE TAKE NOTICE the following ordinance was introduced and passed on first reading at the **March 25, 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 **April 8, 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. 2025-04

AN ORDINANCE AMENDING CHAPTER 152 OF THE CODE OF THE TOWNSHIP OF PEQUANNOCK AND REVISING FEES FOR CERTAIN PARKS AND RECREATION ACTIVITIES AND PROGRAMS

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 152, "Fees", of the Revised General Ordinances of the Township of Pequannock, Section 152-32 entitled "Chapter 237, Parks and Recreation", shall be amended by the following changes to portions Subsection F:

F. Program Fees.

	<u>Resident</u>	<u>Non-Resident</u>
Toddler Olympics	\$25.00	\$35.00
Seeds of Spring	\$10.00	\$20.00
Senior Dance	\$25.00	\$25.00

Section 2. 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 3. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 4: This Ordinance shall take effect after final passage and publication in the manner provided by law.

Ordinances for Introduction

ORDINANCES FOR INTRODUCTION

TOWNSHIP OF PEQUANNOCK

ORDINANCE NO. 2025-05

For Introduction April 8, 2025

**ORDINANCE AUTHORIZING COMPENSATION IN THE FORM OF A CLOTHING ALLOWANCE
OR STIPEND FOR MEMBERS OF THE FIRE DEPARTMENT OF THE TOWNSHIP OF
PEQUANNOCK**

BE IT ORDAINED by the Township Council of the Township of Pequannock, County of Morris, as follows:

SECTION 1. The following compensation in the form of a clothing allowance for members of the Pequannock Fire Department is hereby established as follows:

<u>Percentage of Response</u>	<u>Allowance Based on Response Time</u>
0 – 19%	\$ 0.00
20 – 29%	\$ 325.00
30 – 39%	\$ 425.00
40 – 59%	\$ 625.00
60 – 79%	\$ 725.00
80% +	\$ 925.00

SECTION 2. The following compensation is for specific identified titles:

<u>Fire Department</u>	<u>Stipend Amount</u>
Chief	\$ 1,825.00
Captain	\$ 1,625.00
Lieutenant 1 & 2	\$ 1,325.00
Training Officer	\$ 925.00
Engineer	\$ 825.00
Local Fire Department Representative	\$ 325.00

SECTION 3. A list of all amounts due to members shall be certified by each respective company Chief and submitted to the Chief Financial Officer no later than November 1st of the year in which the allowance is to be paid for service in the prior 12 months

SECTION 3. This Ordinance shall take effect 20 days after final adoption, as provided by law.

Resolutions

RESOLUTIONS

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council authorizing self-examination of the Municipal Budget for the Year 2025.

Resolution No. R2025-94

WHEREAS, N.J.S.A. 40A:4-78b authorizes the Local Finance Board to adopt rules which permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, to conduct the annual budget examination; and

WHEREAS, such rules have been adopted by the Local Finance Board at N.J.A.C. 5:30-7 and pursuant to sections 5:30-7.2 through 5:30-7.5, the Township of Pequannock has been determined eligible to participate in the self-examination program and the Chief Financial officer has determined the Township meets the necessary conditions to participate in the program for the **2025** budget year.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, in the County of Morris, State of New Jersey that pursuant to N.J.A.C. 5:30-7.6a and 7.6b and based on the Chief Financial Officer's certification, included herein, the Township Council determines the Municipal Budget for the year **2025** has met the following requirements:

1. That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:
 - a. Payment of interest and debt redemption charges
 - b. Deferred charges and statutory expenditures
 - c. Cash deficit of preceding year
 - d. Reserve for uncollected taxes
 - e. Other reserves and non-disbursement item
 - f. Any inclusion of amounts required for school purposes
2. That the provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at N.J.S.A. 40A:4-45.3 et seq., are fully met (complies with CAP law).
3. That the budget is in such form, arrangement and content as required by the Local Budget Law and N.J.A.C. 5:30-4 and 5:30-5.
4. That pursuant to the Local Budget Law:
 - a. All estimates of revenue are reasonable, accurate and correctly stated;
 - b. Items of appropriation are properly set forth;
 - c. In itemization, form, arrangement and content, the budget will permit the exercise of the comptroller function within the municipality.
5. The budget and associated amendments have been introduced and publicly advertised in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.
6. That all other applicable statutory requirements have been fulfilled.

BE IT FURTHER RESOLVED that a copy of this resolution will be forwarded to the Director of the Division of Local Government Services upon adoption.

Adopted: April 8, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

I hereby certify the Municipal Budget for the Year 2025 meets the necessary requirements for self-examination as outlined above.

Julie McIvor, Chief Financial Officer

MUNICIPAL BUDGET NOTICE

R2025-95

Section 1.

Municipal Budget of the TOWNSHIP of PEQUANNOCK, County of MORRIS for the Fiscal Year 2025

Be it Resolved, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the year 2025;

Be it Further Resolved, that said Budget be published in the Daily Record
in the issue of April 20, 2025

The Governing Body of the TOWNSHIP of PEQUANNOCK does hereby approve the following as the Budget for the year 2025:

RECORDED VOTE

(Insert Last Name)

Ayes

Nays

Abstained

Absent

Notice is hereby given that the Budget and Tax Resolution was approved by the COUNCIL MEMBERS of the TOWNSHIP
of PEQUANNOCK, County of MORRIS, on April 8, 2025.

A Hearing on the Budget and Tax Resolution will be held at Municipal Building, on May 13, 2025 at
7:00 pm o'clock P.M. at which time and place objections to said Budget and Tax Resolution for the year 2025 may be presented by taxpayers or other
interested persons.

Sheet 2

Township of



Pequannock

To: Township Council
From: Adam W. Brewer, Township Manager *AWB*
Re: 2025 Municipal Budget – Introduction
Date: April 4, 2025

Following the special meetings of the Township Council and a review with the Township's Auditor, the budget has been prepared for introduction with changes made, as directed by the Council and summarized in a previous memorandum.

Enclosed with this memo are:

1. The 2025 Current Fund Budget Exhibits
2. The 2025 6-year General Capital Program
3. The 2025 Water Utility Exhibits
4. The 2025 Sewer Utility Exhibits
5. The 2025 Solid Waste Utility Exhibits

Appropriations:

As currently prepared and shown in EXHIBIT I, the change in Other Expenses is \$273,830 or an increase of 5.26% over the prior year.

As currently prepared, the increase in Salaries and Wages is \$214,620 or 2.51% over the prior year.

As currently prepared, the Total General Appropriations of \$23,060,967 is \$1,256,588 or 5.76% more than the prior year.

In addition to Other Expenses and Salaries and Wages, other components of the appropriation side of the municipal budget include Deferred Charges (e.g., any emergency authorizations from the prior year), Statutory Expenditures (e.g., social security, pensions), Operations Excluded from the Appropriations Cap (e.g., shared services, library, 911-dispatch), Grants, and Debt Service.

As currently prepared, some of the significant changes in appropriations are as follows:

Exhibit I – Other Expenses

- Financial Administration – Payment for the MSI financial management software was moved from the data processing line item to Financial Administration. Additionally, based upon advice from the Township's IT provider, operations moved from a local server to a cloud-based solution.
- General Liability Insurance – This increase reflects the increase in premium from the MCMJIF.
- Employee Group Health – The increase is due to the increase in premiums from the NJMEBF.
- Health Insurance Benefit Waiver – More employees opted out of receiving medical insurance coverage, which ultimately results in a savings but requires an increase in this appropriation.
- Police – The principal driver of the increase is the planned purchase of two additional patrol vehicles.
- Aid to Volunteer Rescue Squad – Consistent with direction given during the 2024 budget

Township of



Pequannock

process, this appropriation was increased by \$10,000 and again by \$2,500 in 2025.

- Fire Department Uniforms – The Fire Department requested an increase in the clothing allowance paid to eligible, volunteer fire department members.
- Dial-A-Ride – The percentage seems exceptionally high but the dollar amount is not significant. Additionally, S&W was decreased by \$32,350. Ultimately, the Township's funding of Dial-A-Ride remains the same as it was in 2024.
- Celebration of Public Events – This line was increased to add support for the Memorial Day parade from \$5,500 to \$6,500.

Exhibit II – Salaries & Wages

- Municipal Flood Advocate – This difference was created by a change in personnel.
- Office of Fire Safety – Operations are going very well with 3 team members, when four were previously present.
- Vehicle Maintenance – The increase is for part time assistance.
- Health – This increase is caused by shifting a portion of the Health Officer's salary from the region due to the loss of Bloomingdale.
- Dial-A-Ride – As noted above, ultimately, the Township's funding of Dial-A-Ride remains the same as it was in 2024.
- Recreation – This change is due to a reduction in hours for part-time staff.
- Sick PTO Buyback – The cost of insurance increased therefore the cost of the buyback increases correspondingly.

Exhibit III – Components of Municipal Budget Appropriations

- A \$79,983 increase in all pension costs: \$5,003 for PERS and \$68,980 for PFRS.
- Health Services Bloomingdale – The loss of Bloomingdale to the Health Region caused a loss of \$117,381 of revenue.
- Public Library – Based upon the statutory calculation for the contribution to the library, the minimum contribution increases by \$100,394 or 8.96%,

Capital Budget:

This year's initial capital requests totaled \$4,127,850. In the past, tradition was to fund approximately \$1,500,000 of capital projects each year. Currently the total general capital plan for 2025 includes appropriations of \$1,724,350, expanding the program to address/fund more projects in parks, roads and sidewalks.

Revenues (unchanged from prior memo):

In sum, 2024 realized, miscellaneous revenues exceeded what was anticipated. Notably, through the negotiation of a higher interest rate on investments, this line of revenue exceeded what was anticipated by \$729,320. This allowed for a costly tax appeal to be funded without adversely impacting financial operations. One area where revenue underperformed was UCC Fees, which is subject to forces outside of municipal control; construction. In 2025, anticipated revenue has been adjusted accordingly.

In 2023 and 2024 the State of New Jersey, in an effort to restore the ERT, which was previously stolen from local governments, provided additional Municipal Relief Aid; however, in 2025 this is not available and creates a \$126,666 hole in the revenue side of the budget.

Township of



Pequannock

The budget continues to make positive progress with the elimination of non-reoccurring revenues. In 2025 there are only two non-reoccurring revenue sources being used to support the budget, they are:

- Reserve for Insurance Refunds: \$108,000
- Capital Funds Balance \$29,600

Impact on Municipal Tax Levy:

As currently prepared, the estimated impact of the proposed municipal tax levy (excluding the library and open space) on the average assessed home in the Township of Pequannock, assessed at \$574,752 is \$50.00; \$4.16 a month.

As currently prepared, the estimated impact on the municipal tax levy for the 2025 Current Fund (**excluding the library and open space**), is an increase of \$315,011 or 2.33%. Adding in the statutory obligated increase to the library and new construction, \$100,394 and \$24,172 respectively, results in a total levy increase of 3%.

Water Utility (unchanged from prior memo):

The Water Utility budget is balanced and includes an increase in Salaries and Wages of \$0 or 0%, an increase in Other Expenses (excluding health insurance) of \$32,156 or 1.87%. A total capital budget of \$300,000 is currently planned. The Utility's budget, with total appropriations of \$3,963,770 is \$99,770 or 2.46% less than it was in 2024.

A rate increase was established for January 1, 2025 and succeeding years to fund the required PFAS remediation project. Fund balance in the utility is very strong, largely because of the delayed start of this project. As a result of the uncertainty of final costs for the project based upon the potential for outside funding sources, it is recommended that the construction project be completed prior to considering any consequential changes to the utilities financial operations.

Sewer Utility (unchanged from prior memo):

The Sewer Utility Budget is balanced and includes an increase in Salaries and Wages of \$14,990 or 3.48% and a \$4,690 or 1.79% increase in Other Expenses (excluding health insurance & TBSA), when compared to the prior year. The Utility's budget, with total appropriations of \$4,974,060 is an increase of \$62,640 or 1.28% more than what it was in 2024.

Solid Waste Utility (unchanged from prior memo):

In comparison to the current fund and other utilities, the Solid Waste Utility budget was the most challenging to finalize. The budget is balanced and includes an increase in Salaries and Wages of \$3,200 or 1.15% and a \$206,973 or 11.24% increase in Other Expenses (excluding health insurance). The utility's budget, with total appropriations of \$2,482,820 is \$107,220 or 4.51% higher than 2024.

The largest driver of costs associated with the Solid Waste Utility is the collection costs associated with garbage and recycling. On October 31, 2025, the Township's five-year collection contracts will conclude. Work is underway to prepare the required solicitations for the next round of contracts. As was done in 2020, once proposals are received, a rate study will be undertaken to identify how much utility rates will need to be increased based upon the selected levels of service.

Township of



Pequannock

Disclaimer and Budget Schedule:

It is important to emphasize that **the budget process is a dynamic one that is never concluded until final adoption; the figures could change.** At each opportunity, a new summary memo and set of Budget Exhibits will be provided to track the 2025 municipal budget process.

	Adjusted State Deadline	1 st Meeting After Deadline
Budget Transmission to Governing Body	February 28, 2025	March 11, 2025
Municipal Introduction and Approval of Budget	March 31, 2025	April 8, 2025
Municipal Adoption	April 30, 2025	May 13, 2025

Initial Distribution of Appropriations & Capital Items	Friday, January 31, 2025	
Global Budget Review	Saturday, February 15, 2025	9 AM to 12 PM
Budget Meeting #2	Tuesday, February 25, 2025	6 PM to 7 PM
<i>Budget Meeting #3 (CANCELED)</i>	<i>Tuesday, March 11, 2025</i>	<i>6 PM to 7 PM</i>
Follow Up Budget Meeting #3	Tuesday, March 25, 2025	6 PM to 7 PM
BUDGET INTRODUCTION	Tuesday, April 8, 2025	Regular Meeting
PUBLIC HEARING & ADOPTION	Tuesday, May 13, 2025	Regular Meeting

* * *

2025 Municipal Budget- OE

EXHIBIT I - 2025 Other Expenses Summary					
Inside CAP Line Item	2024 Budget	2025 Request	2025 Admin	(+ or -)	(% + or -)
Township Manager	\$ 7,200	\$ 7,200	\$ 7,200	\$ -	0.00%
Mayor & Council	12,000	12,000	12,000	-	0.00%
Township Clerk	99,000	105,000	100,000	1,000	1.01%
Financial Administration	13,930	17,720	17,720	3,790	27.21%
Audit Services	65,700	70,650	68,000	2,300	3.50%
Data Processing	117,500	122,500	119,000	1,500	1.28%
Revenue Administration	18,510	20,140	20,140	1,630	8.81%
Tax Assessment Administration	93,100	93,100	93,100	-	0.00%
Legal Services and Costs	135,000	135,000	135,000	-	0.00%
Township Engineer	34,050	40,250	35,750	1,700	4.99%
Historic District Commission	850	850	850	-	0.00%
Planning	56,100	56,100	56,100	-	0.00%
Municipal Flood Advocate	26,050	26,300	26,300	250	0.96%
Board of Adjustment	11,900	11,900	11,900	-	0.00%
Economic Development Committee	4,000	4,000	4,000	-	0.00%
Construction Official	16,750	19,500	18,250	1,500	8.96%
Office of Fire Safety	28,000	28,500	28,500	500	1.79%
General Liability	300,000	318,000	313,000	13,000	4.33%
Workers' Compensation	200,000	200,000	200,000	-	0.00%
Employee Group Health	2,005,000	2,308,500	2,140,000	135,000	6.73%
Health Insurance Benefit Waiver	170,000	185,000	185,000	15,000	8.82%
Police	320,580	366,300	366,300	45,720	14.26%
Office of Emergency Management	5,000	6,000	5,000	-	0.00%
Aid to Volunteer Fire Companies	87,000	87,000	87,000	-	0.00%
Aid to Volunteer Rescue Squad	25,000	35,000	37,500	12,500	50.00%
Fire Department Uniforms	50,000	65,000	65,000	15,000	30.00%
Fire Department	62,500	62,500	67,500	5,000	8.00%
Roads	137,750	164,750	142,750	5,000	3.63%
Buildings & Grounds	117,160	119,660	119,660	2,500	2.13%
Vehicle Maintenance	70,300	70,300	70,300	-	0.00%
Community Services Act	22,000	22,000	22,000	-	0.00%
Environmental Protection Commission	1,500	1,500	1,500	-	0.00%
Flood Advisory Committee	2,500	2,500	2,500	-	0.00%
Shade Tree Commission	34,250	65,250	41,000	6,750	19.71%
Health	44,450	39,300	39,300	(5,150)	-11.59%
Aid to Animal Control Services	40,000	40,000	40,000	-	0.00%
Dial-A-Ride	2,520	9,910	9,910	7,390	293.25%
Senior Citizen Advisory Committee	2,000	2,250	2,250	250	12.50%
Recreation	34,600	34,600	34,600	-	0.00%
Parks and Playgrounds Maintenance	92,250	96,250	92,250	-	0.00%
Celebration of Public Events	25,000	56,900	26,000	1,000	4.00%
Electricity	121,500	121,500	121,500	-	0.00%
Street Lighting	153,000	153,000	153,000	-	0.00%
Natural Gas	45,000	45,000	45,000	-	0.00%
Telephone	70,000	70,000	70,000	-	0.00%
Water	9,000	9,000	9,000	-	0.00%
Gasoline	200,000	200,000	200,000	-	0.00%
Municipal Court	17,000	17,700	17,700	700	4.12%
Subtotals:	\$ 5,206,500	\$ 5,745,380	\$ 5,480,330	\$ 273,830	
Grand Totals:	\$ 5,206,500	\$ 5,745,380	\$ 5,480,330	\$ 273,830	
				5.26%	Change

2025 Municipal Budget- S&W

EXHIBIT II - 2025 Salary & Wage Summary					
Line Item	2024 Budget	2025 Admin		Change From Prior Year	% Change
Township Manager	\$ 190,100	\$ 195,080		\$ 4,980	2.62%
Mayor & Council	30,200	30,200		\$ -	0.00%
Township Clerk	154,750	158,880		\$ 4,130	2.67%
Financial Administration	239,650	245,340		\$ 5,690	2.37%
Revenue Administration	103,140	105,840		\$ 2,700	2.62%
Tax Assessment Administration	64,580	64,590		\$ 10	0.02%
Township Engineer	83,410	85,700		\$ 2,290	2.75%
Planning	112,720	109,610		\$ (3,110)	-2.76%
Municipal Flood Advocate	95,970	71,860		\$ (24,110)	-25.12%
Construction Official	453,370	440,820		\$ (12,550)	-2.77%
Office of Fire Safety	45,870	42,940		\$ (2,930)	-6.39%
Police	4,906,330	5,053,400		\$ 147,070	3.00%
Office of Emergency Management	29,900	30,790		\$ 890	2.98%
Municipal Prosecutor	31,660	32,490		\$ 830	2.62%
Roads	401,030	416,960		\$ 15,930	3.97%
Buildings & Grounds	107,570	107,690		\$ 120	0.11%
Vehicle Maintenance	106,470	124,440		\$ 17,970	16.88%
Health	99,780	172,630		\$ 72,850	73.01%
Dial-A-Ride	163,250	130,900		\$ (32,350)	-19.82%
Recreation	188,140	176,570		\$ (11,570)	-6.15%
Parks and Playgrounds Maintenance	493,200	499,650		\$ 6,450	1.31%
Municipal Court	228,680	234,390		\$ 5,710	2.50%
Sick PTO Buyback	211,380	225,000		\$ 13,620	6.44%
Subtotals:	\$ 8,541,150	\$ 8,755,770		\$ 214,620	2.51%
Grand Totals:	\$ 8,541,150	\$ 8,755,770		\$ 214,620	
			2.51%	Change	

2025 Municipal Budget- Def Stat & OSC

EXHIBIT III - Components of Municipal Budget Appropriations Comparative Analysis - 2024 vs. 2025			
	<u>2024 Budget</u>	<u>2025 Budget</u>	<u>Change</u>
			@
Operations Within CAP			
Salaries & Wages	8,541,150	8,755,770	214,620
Other Expenses	5,206,500	5,480,330	273,830
Statutory Expenditures Within CAP			
PERS	\$ 508,677	\$ 513,680	5,003
Social Security	440,000	462,000	22,000
PFRS	1,403,150	1,472,130	68,980
Unemployment	2,000	2,000	-
DCRP	20,000	20,000	-
Total General Appropriations (In CAP)	16,121,477	16,705,910	584,433
Operations Excluded From CAPS			
Shared Service Agreements			
Dial-A-Ride Butler	\$ 81,377	\$ 81,376	\$ (1)
Dial-A-Ride Kinnelon	104,870	104,868	\$ (2)
Dial-A-Ride Lincoln Park	107,126	107,125	\$ (1)
Dial-A-Ride Riverdale	43,781	43,780	\$ (1)
Health Services Kinnelon	143,925	151,820	\$ 7,895
Health Services Bloomingdale	117,381	-	\$ (117,381)
Health Services Riverdale	60,086	63,382	\$ 3,296
Health Services Florham Park	172,734	182,209	\$ 9,475
Health Services Boonton	128,776	135,840	\$ 7,064
Field Maintenance Board of Education	62,000	73,000	\$ 11,000
Road Snow Plowing and Salting- Morris County	11,000	16,000	\$ 5,000
Dispatch Services Lincoln Park		9,000	\$ 9,000
Vehicle Maintenance- Board of Education	16,000	16,000	\$ -
Subtotal: Shared Services	\$ 1,049,056	\$ 984,400	(64,656)
Maintenance of Free Public Library	\$ 1,120,256	\$ 1,220,650	100,394
Fair Housing			
OE	20,500	20,500	-
Dispatch/ 911 Services	325,360	331,000	5,640
Subtotal: Outside CAP Appropriations	\$ 1,466,116	\$ 1,572,150	\$ 106,034

EXHIBIT IV - 2025 Summary of Anticipated Revenues			
	2024 Anticipated	2024 Realized	2025 Final
General Revenues			
Fund Balance Anticipated	2,265,000	2,265,000	3,026,000
Miscellaneous Revenues			
Licenses: Alcoholic Beverages	\$ 22,900	\$ 22,900	\$ 22,900
Licenses: Other	32,500	18,674	18,000
Fees and Permits	95,000	148,224	130,000
Municipal Court Fees	115,000	136,938	115,000
Interest & Cost on Taxes	54,000	76,991	54,000
Interest on Investments & Deposits	140,000	869,320	300,000
Payments in Lieu of Taxes - Senior Citizen House	120,000	145,255	120,000
Reserve for Dial-A-Ride Bequest	25,000	25,000	
Reserve for Insurance Refunds	43,000	43,000	108,000
Field Revenue	18,000	18,406	18,000
Returned Library Funds	201,626	201,626	
Hotel Occupancy Tax	55,000	65,269	55,000
Fire Code Fees	25,000	44,308	37,500
Reserve for FEMA Administrative Expenses	8,914	8,914	15,000
Energy Tax Receipts	1,228,853	1,228,853	1,228,853
Municipal Relief Aid	126,666	126,666	
Uniform Construction Code Fees	355,000	299,361	299,000
Uniform Fire Safety Act	24,000	30,959	24,000
AHS- Community Service Contribution	276,000	276,951	282,600
Franchise Fee	71,480	71,483	73,076
Inspection Services: Lincoln Park	42,000	80,358	53,500
Capital Fund Balance (2024 Note Premium)	11,200	11,200	29,600
Inspection Services: Lincoln Park Fire	5,000	12,120	7,000
Reserve for Debt Service (FEMA)			197,475
Shared Service Agreements			
Dial-A-Ride Butler	\$ 81,377	\$ 81,377	\$ 81,376
Dial-A-Ride Kinnelon	104,870	104,870	104,868
Dial-A-Ride Lincoln Park	107,126	107,126	107,125
Dial-A-Ride Riverdale	43,781	43,781	43,780
Health Services Kinnelon	143,925	143,925	151,820
Health Services Bloomingdale	117,381	117,381	-
Health Services Riverdale	60,086	60,086	63,382
Health Services Florham Park	172,734	172,734	182,209
Health Services Boonton	128,776	128,776	135,840
Field Maintenance Board of Education	62,000	85,000	73,000
Dispatch Services Lincoln Park		2,500	9,000
County Road Snow Plowing and Salting- Morris County	11,000	16,960	16,000
Vehicle Maintenance- Board of Education	16,000	16,890	16,000
State & Federal Grants			
Clean Communities Program	37,926	37,926	43,078
NJACCHO Additional Funds #2		-	12,500
NJ DCA ARP Firefighter Assistance Grant	50,000	50,000	
NJ Transportation Trust Fund Authority Act- Adams/ New Street	260,630	260,630	
NJ Transportation Trust Fund Authority Act- South Sunset Phase I			280,000
NJ Senior Citizens Disabled Residents Transportation Assistance Act	110,732	110,732	110,683
NJ Senior Citizens Disabled Residents Transportation Assistance Act- Trust Fund	17,400	17,400	66,300
NJ Body Armor Replacement Funds	2,547	2,547	
DOJ Body Armor Replacement	5,028	5,028	
Cablevision Equipment Grant	2,450	2,450	2,450
Municipal Alliance FY25 (7/1/24-6/30/25)	5,564	5,564	
Drunk Driving Enforcement Fund			6,736
Alcohol Education & Rehab	1,168	1,168	
Total: Miscellaneous Revenues	\$ 4,638,640	\$ 5,537,627	\$ 4,694,651
Receipts from Delinquent Taxes	260,000	276,605	260,000
Subtotal: General Revenues	\$ 7,163,640	\$ 8,079,232	\$ 7,980,651
Amount to be Raised by Taxation	13,520,483	14,746,741	15,080,316
Total: General Revenues	\$ 20,684,123	\$ 22,825,973	\$ 23,060,967

2025 Municipal Budget- Grants & Total

EXHIBIT V - Components of Municipal Budget Appropriations Comparative Analysis - 2024 vs. 2025			
	2024 Budget	2025 Budget	Change
			@
State & Federal Grant Fund			
NJ DCA ARP Firefighters' Assitance	\$ 50,000	\$ -	
Clean Communities Program	\$ 37,926	\$ 43,078	\$ 5,152
NJACHHO Additional Funds #2		12,500	12,500
NJ Transportation Trust Fund Authority Act- Adams/ New Street	260,630		(260,630)
NJ Transportation Trust Fund Authority Act- South Sunset Phase I		280,000	280,000
NJ Senior Citizens Disabled Residents Transporation Assistance Act	110,732	110,683	(49)
NJ Senior Citizens Disabled Residents Transporation Assistance Act- Trust Fund	17,400	66,300	48,900
NJ Body Armour Replacement Funds	2,547		(2,547)
DOJ Body Armor Replacement	5,028		(5,028)
Cablevision Equipment Grant	2,450	2,450	-
Municipal Alliance FY25 (7/1/24-6/30/25)	5,564		(5,564)
Alcohol Education & Rehab	1,168		(1,168)
Drunk Driving Enforcement Fund		6,736	6,736
Total Operations Excluded From CAPS	\$ 3,008,617	\$ 3,078,297	\$ 119,680
Capital Improvements- Excluded From CAPS			
Capital Improvement Fund	\$ 1,279,350	\$ 1,546,000	\$ 266,650
Reserve For:			
Fire Apparatus	120,650	231,000	110,350
Municipal Debt Service- Excluded From CAPS			
Interest on Notes	\$ 110,000	\$ 138,000	\$ 28,000
Note Principal		197,475	197,475
Deferred Charges			
Ord 2018-05 (Revaluation)			\$ -
Ord 2008-35			-
Total General Appropriations- Excluded From CAPS	\$ 4,518,617	\$ 5,190,772.00	\$ 672,155
Subtotal General Appropriations	\$ 20,640,094	\$ 21,896,682	\$ 1,256,588
Reserve for Uncollected Taxes	1,164,285	1,164,285	-
Total General Appropriations	\$ 21,804,379	\$ 23,060,967	\$ 1,256,588

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2025 Pequannock Township 6 Year General Capital Improvement Program												
Dept	Project	Estimated Total Cost	2025	2026	2027	2028	2029	2030	Current Year Funds	Prior Years' Funds	Future Years' Funds	Comments
Manager's Office/IT												
\$ 49,000	Sonicwall Firewall Upgrade	\$ 8,050		\$ 3,000					\$ -	\$ 5,050	\$ 3,000	2019 Town Hall, 2021 DPW, 2024 Fire Safety
	Workstation Replacement/Data Processing	\$ 100,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000			\$ 10,000	\$ 60,000	\$ 30,000	
	DPW server upgrade	\$ 27,000		\$ 8,000					\$ -	\$ 19,000	\$ 8,000	Hardware refresh 2019, OS upgrades 2023
	Server operating system upgrades	\$ 30,000		\$ 10,000					\$ -	\$ 20,000	\$ 10,000	All DC, File, application server OS upgrades (licensing & labor)
	Phone handset replacements	\$ 7,000		\$ 1,000	\$ 1,000	\$ 1,000			\$ -	\$ 4,000	\$ 3,000	Hardware refresh
	Backup NAS replacement	\$ 11,200		\$ 5,000					\$ -	\$ 6,200	\$ 5,000	Hardware refresh- 2019 Town hall, 2020 DPW
	Microsoft Office upgrade	\$ 58,000			\$ 30,000				\$ -	\$ 28,000	\$ 30,000	Volume license all users
	OEM Portable Radios (5)	\$ 5,000							\$ -	\$ 5,000	\$ -	
	Wireless Access Point Upgrades	\$ 5,500				\$ 3,000			\$ -	\$ 2,500	\$ 3,000	
	Dell Poweredge - Virtual Host Server		\$ 10,000						\$ 10,000	\$ -	\$ -	
	Administration Server Operating System Upgrades		\$ 20,000						\$ 20,000	\$ -	\$ -	
	Firewall Upgrade - Town Hall		\$ 6,000						\$ 6,000	\$ -	\$ -	
	Battery Backups - Police Server Rack		\$ 3,000						\$ 3,000	\$ -	\$ -	
	Flood Warning System (OEM)		\$ -	\$ 15,000					\$ -	\$ -	\$ 15,000	
	Response & Recovery Drone		\$ -						\$ -	\$ -	\$ -	
Fire												
\$ 385,500	Reserve for Fire Apparatus	\$ 2,191,048	\$ 200,000						\$ 200,000	\$ 1,991,048	\$ -	
	Co. 1 - Large Diameter Hose Replacement	\$ 40,000		\$ 10,000	\$ 10,000	\$ 10,000			\$ -	\$ 10,000	\$ 30,000	
	Co. 2 - Hose Replacement	\$ 56,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000			\$ 10,000	\$ 16,000	\$ 30,000	
	Co. 1 Chief Vehicle Replacement	\$ 98,000	\$ 33,000	\$ 33,000					\$ 33,000	\$ 32,000	\$ 33,000	
	SCBA Replacements Co. 1 & 2	\$ 125,000	\$ 125,000						\$ 125,000	\$ -	\$ -	10 Additional Are Needed in 2025
	REDNMX Alpine Software	\$ 4,000	\$ 4,000						\$ 4,000	\$ -	\$ -	
	Extrication Equipment - Cutters	\$ 15,000	\$ -	\$ 15,000					\$ -	\$ -	\$ 15,000	
	Co.2 Hose Replacement	\$ 13,500	\$ 13,500						\$ 13,500	\$ -	\$ -	
Engineering & Roads												
\$ 738,500	Greenview Drainage Improvements	\$ 100,000							\$ -	\$ 100,000	\$ -	
	Annual Road Resurfacing	\$ 2,097,100	\$ 187,500	\$ 250,000	\$ 250,000	\$ 250,000			\$ 187,500	\$ 1,159,600	\$ 750,000	
	Yearly Drainage Improvements	\$ 250,000	\$ 35,000	\$ 25,000	\$ 25,000	\$ 35,000			\$ 35,000	\$ 130,000	\$ 85,000	\$10,000 from existing ordinance for 2019
	Sidewalk Improvement Program	\$ 485,000	\$ -	\$ 75,000	\$ 75,000	\$ 75,000			\$ -	\$ 260,000	\$ 225,000	
	Desnagging Pompton River	\$ 120,000		\$ 40,000	\$ 40,000	\$ 40,000			\$ -	\$ -	\$ 120,000	2019 to be funded through grants
	Crack Sealing Program	\$ 150,000	\$ -	\$ 20,000	\$ 20,000	\$ 20,000			\$ -	\$ 90,000	\$ 60,000	
	Restriping of Township Roads - Thermoplast	\$ 131,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 11,000	\$ 100,000	
	Washington Park Phase 3 Parking Lot Improvements	\$ 150,000		\$ 75,000	\$ 75,000				\$ -	\$ -	\$ 150,000	
	Asphalt Hot Patcher (Hot Box)	\$ 64,000	\$ 64,000						\$ 64,000	\$ -	\$ -	
	Backhoe Replacement	\$ 75,000		\$ 75,000					\$ -	\$ -	\$ 75,000	
	Tire Balancing Machine	\$ 15,500	\$ 15,500						\$ 15,500	\$ -	\$ -	Replace and upgrade
	Bobcat E88 Excavator	\$ 202,000	\$ 162,000						\$ 162,000	\$ 40,000	\$ -	Split
	Marvin Road Parking Lot	\$ 65,000	\$ 65,000						\$ 65,000	\$ -	\$ -	
	Sidewalk Replacement - Manor Road	\$ 82,500	\$ 82,500						\$ 82,500	\$ -	\$ -	Plus \$92,000 Balance of Existing Sidewalk Ords.
	Sunset Road - S. Sunset to W. Parkway	\$ 60,000	\$ 60,000						\$ 60,000	\$ -	\$ -	2024 NJ DOT Grant (\$334k est - \$280k Grant + \$60k Cap)
	Library Parking Lot	\$ 47,000	\$ 47,000						\$ 47,000	\$ -	\$ -	Est. \$70 k (2/3 of \$70k = \$47K)

2025 Pequannock Township 6 Year General Capital Improvement Program												
Dept	Project	Estimated Total Cost	2025	2026	2027	2028	2029	2030	Current Year Funds	Prior Years' Funds	Future Years' Funds	Comments
Fleet		\$ -										
\$ -	Pickup Truck	\$ 240,000		\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000		\$ -	\$ -	\$ 240,000	
	Sewer Jet/Vac Truck	\$ 400,000	\$ -	\$ 200,000	\$ 200,000				\$ -	\$ -	\$ 400,000	
	61 Replacement	\$ 50,000		\$ 50,000					\$ -	\$ -	\$ 50,000	
	208 Ford F250	\$ 45,000		\$ 45,000					\$ -	\$ -	\$ 45,000	
	Ford F-600 (replace pickup w/ small dump truck)	\$ 80,000		\$ 80,000					\$ -	\$ -	\$ 80,000	
	New Tree Chipper	\$ -							\$ -	\$ -	\$ -	
	Replacement of Parks Enclosed Trailer	\$ 40,000		\$ 20,000	\$ 20,000				\$ -	\$ -	\$ 40,000	
Buildings & Grounds												
\$ 247,500	Reconstruction of Old Bathrooms at Greenview	\$ 175,000		\$ 175,000					\$ -	\$ -	\$ 175,000	
	Shade Tree Replacement	\$ 75,500	\$ 12,500	\$ 7,000	\$ 7,000	\$ 7,000			\$ 12,500	\$ 42,000	\$ 21,000	
	DPW Annex Addition (Design & Planning Phase)	\$ 530,000	\$ -	\$ 80,000	\$ 450,000				\$ -	\$ -	\$ 530,000	
	Greenview Park New Playground	\$ 860,000		\$ 430,000	\$ 430,000				\$ -	\$ -	\$ 860,000	
	PV Park New Pavilion (in wooded area)	\$ 70,000	\$ -	\$ 35,000	\$ 35,000				\$ -	\$ -	\$ 70,000	
	Greenview Park Artificial Turf Field	\$ 1,100,000				\$ 550,000	\$ 550,000		\$ -	\$ -	\$ 1,100,000	
	Greenview Park Artificial Turf Field - Lights	\$ 400,000				\$ 200,000	\$ 200,000		\$ -	\$ -	\$ 400,000	
	Access Control & Security Cameras Greenview Park	\$ 50,000	\$ 50,000						\$ 50,000	\$ -	\$ -	
	Washington Turf Soccer Field Lights	\$ 375,000		\$ 375,000					\$ -	\$ -	\$ 375,000	
	Greenview Park Tennis/Basketball Court Light Upgrade	\$ 250,000		\$ 250,000					\$ -	\$ -	\$ 250,000	
	Picnic Table Replacement/Upgrades	\$ 25,000	\$ -	\$ 15,000					\$ -	\$ 10,000	\$ 15,000	
	Bathroom Upgrades for Senior House	\$ 70,000			\$ 70,000				\$ -	\$ -	\$ 70,000	
	Municipal Building Roof	\$ 125,000			\$ 125,000				\$ -	\$ -	\$ 125,000	
	Metal Roof for Public Works Building	\$ 150,000				\$ 150,000			\$ -	\$ -	\$ 150,000	
	Greenview Park Artificial Turf Field	\$ 800,000		\$ 400,000	\$ 400,000				\$ -	\$ -	\$ 800,000	
	Reconstruction of Town Hall Basketball Courts	\$ 100,000	\$ 100,000	\$ -					\$ 100,000	\$ -	\$ -	
	Greenview Handball Court Resurfacing & Upgrade	\$ 25,500		\$ 25,500					\$ -	\$ -	\$ 25,500	
	Fire Safety Building (Henning House) New Roof	\$ 35,000	\$ 35,000						\$ 35,000	\$ -	\$ -	
	Upgrade of Greenview Court Lights	\$ 100,000	\$ -	\$ 100,000					\$ -	\$ -	\$ 100,000	
	Donation to BOE For N. Boulevard Playground	\$ 30,000	\$ 30,000						\$ 30,000	\$ -	\$ -	
	Renovate Fire Dept. Co. 2 Metal Building	\$ 20,000	\$ 20,000						\$ 20,000	\$ -	\$ -	
Police												
\$ 200,850	ALPR Replacement	\$ 53,000	\$ 26,000						\$ 26,000	\$ 27,000	\$ -	
	Patrol Rifle Program	\$ 48,250	\$ 12,250						\$ 12,250	\$ 36,000	\$ -	
	Renovation of Police Desk	\$ 351,000	\$ 117,000	\$ 117,000					\$ 117,000	\$ 117,000	\$ 117,000	
	Variable Message Board	\$ 21,000		\$ 21,000					\$ -	\$ -	\$ 21,000	
	Enclosed Landscape Trailer for Firearms	\$ 20,000			\$ 20,000				\$ -	\$ -	\$ 20,000	
	New Handheld Radios	\$ 100,000				\$ 100,000			\$ -	\$ -	\$ 100,000	
	Enclosed Sally Port	\$ 150,000				\$ 150,000			\$ -	\$ -	\$ 150,000	
	Upgraded Video and Security Access	\$ 97,000		\$ 97,000					\$ -	\$ -	\$ 97,000	
	Firearms Simmunitions	\$ 10,000	\$ -	\$ 10,000					\$ -	\$ -	\$ 10,000	
	E-Ticket Printers	\$ 31,000	\$ 31,000						\$ 31,000	\$ -	\$ -	
	Polaris Razor/ATV	\$ 24,500	\$ -	\$ 24,500					\$ -	\$ -	\$ 24,500	
	Office Chairs	\$ 5,800	\$ 5,800						\$ 5,800	\$ -	\$ -	
	Radio Repeater & Base	\$ 8,800	\$ 8,800						\$ 8,800	\$ -	\$ -	
Health												
\$ 40,000	Vehicle Replacement #904	\$ 40,000	\$ 40,000						\$ 40,000	\$ -	\$ -	
	Vehicle Replacement #907	\$ 28,000		\$ 28,000					\$ -	\$ -	\$ 28,000	
	Vehicle Replacement #641	\$ 28,000			\$ 28,000				\$ -	\$ -	\$ 28,000	
	Vehicle Replacement #901	\$ 30,000			\$ 30,000				\$ -	\$ -	\$ 30,000	
FAS		\$ -										
\$ 63,000	Reserve for FAS Ambulance	\$ 633,000	\$ 63,000	\$ 63,000	\$ 63,000	\$ 63,000	\$ 63,000	\$ 63,000	\$ 63,000	\$ 255,000	\$ 315,000	

2025 Pequannock Township 6 Year General Capital Improvement Program												
<u>Dept</u>	<u>Project</u>	<u>Estimated Total Cost</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>Current Year Funds</u>	<u>Prior Years' Funds</u>	<u>Future Years' Funds</u>	<u>Comments</u>
\$ 1,724,350	Totals	\$ 20,049,252	\$ 1,724,350	\$ 3,408,000	\$ 2,504,000	\$ 1,754,000	\$ 893,000	\$ 83,000	\$1,724,350	\$9,736,902	\$8,642,000	

2025 Water Utility Budget

Appropriations						
	<u>2024</u>	<u>2024 Expended</u>	<u>2025</u>	Change from 2024	% Change	
Operating:						
Salaries & Wages	\$ 906,515	\$ 755,930	\$ 906,515	\$ -	0.00%	
Other Expenses	1,718,794	801,912	1,750,950	32,156	1.87%	
Health Insurance	343,200	343,200	394,890	51,690	15.06%	
Capital Improvements:						
Capital Improvement Fund	\$ 232,000	\$ 232,000	\$ 300,000	\$ 68,000	29.31%	
Debt Service:						
Bond Principal	\$ 225,000	\$ 225,000	\$ 225,000	\$ -	0.00%	
Interest on Bonds	150,300	150,300	144,965	(5,335)	-3.55%	
Statutory Expenditures:						
PERS	\$ 128,000	\$ 128,000	\$ 128,500	\$ 500	0.39%	
Social Security	69,700	69,700	71,250	1,550	2.22%	
Unemployment	2,000	2,000	2,000	-	0.00%	
PTO Buyback	34,500	34,500	39,700	5,200	15.07%	
Deferred Charges:	\$ 253,531	\$ 253,531	\$ -	\$ (253,531)	-100.00%	
TOTAL - Official Budget	\$ 4,063,540	\$ 2,996,073	\$ 3,963,770	\$ (99,770)	-2.46%	

2025 Water Utility Budget

Revenues

	<u>2024</u>	<u>2024 Realized</u>	<u>2025</u>	Change from 2024	% Change
Fund Balance Utilized	\$ 277,540	\$ 277,540	\$ 174,585	\$ (102,955)	-37.10%
Water Rents	\$ 3,300,000	\$ 3,830,099	\$ 3,661,185	\$ 361,185	10.95%
Miscellaneous	\$ 23,000	\$ 146,677	\$ 23,000	\$ -	0.00%
Assessment Revenue	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	0.00%
Anticipated with Consent- Rate Increase	\$ 458,000	\$ 458,000	\$ 100,000	\$ (358,000)	-78.17%
TOTAL - Official Budget	\$ 4,063,540	\$ 4,717,316	\$ 3,963,770	\$ (99,770)	-2.46%

<u>2025 Sewer Utility Budget</u>					
Appropriations					
	<u>2024</u>	<u>2024 Expended</u>	<u>2025</u>	Change from 2024	% Change
Operating:					
Salaries & Wages	\$ 430,370	\$ 370,444	\$ 445,360	\$ 14,990	3.48%
Other Expenses	261,560	241,689	266,250	\$ 4,690	1.79%
Health Insurance	171,500	171,500	198,330	\$ 26,830	15.64%
Two Bridges Sewer Authority	1,923,870	1,923,863	2,037,880	\$ 114,010	5.93%
Debt Service:					
Bond Principal	\$ 1,100,000	\$ 1,100,000	\$ 1,255,000	\$ 155,000	14.09%
Interest on Bonds (New Issue)	93,810	93,810	-	\$ (93,810)	
Interest on Bonds	541,120	541,120	642,470	101,350	18.73%
Statutory Expenditures:					
PERS	\$ 56,000	\$ 56,000	\$ 54,000	\$ (2,000)	-3.57%
Social Security	32,710	32,710	34,070	1,360	4.16%
Unemployment	1,000	1,000	1,000	-	0.00%
PTO Buyback	34,500	34,500	39,700	5,200	15.07%
Deferred Charges:	\$ 264,980	\$ 264,980	\$ -	\$ (264,980)	-100.00%
TOTAL - Official Budget	\$ 4,911,420	\$ 4,831,617	\$ 4,974,060	\$ 62,640	1.28%

2025 Sewer Utility Budget

Revenues

	<u>2024</u>	<u>2024 Realized</u>	<u>2025</u>	Change from 2024	% Change
Fund Balance Utilized	\$ 95,420	\$ 95,420	\$ 102,060	\$ 6,640	6.96%
Sewer Rents	\$ 4,000,000	\$ 4,095,094	\$ 4,330,000	\$ 330,000	8.25%
Miscellaneous	\$ 150,000	\$ 298,815	\$ 150,000	\$ -	0.00%
Sewer Capital Fund Balance	\$ 2,000	\$ 2,000	\$ -	\$ (2,000)	-100.00%
Sewer Assessment Fund Surplus	\$ 292,000	\$ 292,000	\$ 292,000	\$ -	0.00%
Anticipated with Consent Rate Increase	\$ 335,000	\$ 335,000	\$ 100,000	\$ (235,000)	-70.15%
2024 Bond Premium	\$ 37,000	\$ -	\$ -	\$ (37,000)	-100.00%
TOTAL - Official Budget	\$ 4,911,420	\$ 5,118,329	\$ 4,974,060	\$ 62,640	1.28%

2025 Solid Waste Utility Budget

Appropriations					
	<u>2024</u>	<u>2024 Expended</u>	<u>2025</u>	Change from 2024	% Change
Operating:					
Salaries & Wages	\$ 279,200	\$ 172,757	\$ 282,400	\$ 3,200	1.15%
Other Expenses	1,841,417	1,787,101	2,048,390	206,973	11.24%
Health Insurance	134,660	134,660	50,000	(84,660)	-62.87%
Recycling Tonnage Grant	22,463	22,463		(22,463)	-100.00%
Statutory Expenditures:					
PERS	\$ 40,000	\$ 40,000	\$ 38,000	\$ (2,000)	-5.00%
Social Security	21,360	21,360	22,330	970	4.54%
Unemployment	2,000	2,000	2,000	-	0.00%
PTO Buyback	34,500	34,500	39,700	5,200	15.07%
TOTAL - Official Budget	\$ 2,375,600	\$ 2,214,841	\$ 2,482,820	\$ 107,220	4.51%

2025 Solid Waste Utility Budget

Revenues

	<u>2024</u>	<u>2024 Realized</u>	<u>2025</u>	Change from 2024	% Change
Fund Balance Utilized	\$ 115,107	\$ 115,107	\$ 200,790	\$ 85,683	74.44%
Garbage Fees	\$ 2,054,000	\$ 2,037,994	\$ 2,157,000	\$ 103,000	5.01%
BOE Charges	\$ 52,030	\$ 52,033	\$ 54,530	\$ 2,500	4.80%
Miscellaneous	\$ 12,000	\$ 24,869	\$ 12,000	\$ -	0.00%
Recycling Tonnage Grant	\$ 22,463	\$ 22,463		\$ (22,463)	-100.00%
User Fee Increase	\$ 120,000	\$ 120,000	\$ 58,500	\$ (61,500)	-51.25%
TOTAL - Official Budget	\$ 2,375,600	\$ 2,372,466	\$ 2,482,820	\$ 107,220	4.51%

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council authorizing an agreement between the Township of Pequannock Police Department and the Mental health Association to Establish Joint Participation in the ARRIVE Together Program

Resolution No. R2025-96

WHEREAS, the Pequannock Township Police Chief has recommended that the Township Council approve execution of a Memorandum of Understanding to establish joint participation in the ARRIVE Together Program to enhance and support response to certain behavioral health crisis calls, along with member of participation police departments; and

WHEREAS, the Township Council has made the determination to approve the execution of the Memorandum of Understanding attached hereto.

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

1. The Chief of Police is hereby authorized to execute the Memorandum of Understanding with the Mental Health Association on behalf of the Township of Pequannock.
2. The Township Clerk is directed to forward certified copies of this resolution as appropriate.

Adopted: April 8, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor



Daniel F. Comune
Chief of Police

Pequannock Township Police Dept.

530 Newark-Pompton Turnpike
Pompton Plains, New Jersey 07444

Tel: (973) 835-1700

Fax: (973) 835-2472



To: Township Manager Adam Brewer
From: Chief Daniel F. Comune 
Date: April 2, 2025
Re: Adoption of the ARIVE Together Program

In joint participation with the Morris County Prosecutor's Office, the Pequannock Police Department plans on entering into an agreement to bring the "ARRIVE Together" program to Pequannock Township. This program, which is organized and funded by the Morris County Prosecutor's Office, provides trained professionals to respond to mental health crisis situations with the police department in order to provide assistance and services to residents in need. It has been determined by the Morris County Prosecutor's Office, that the Pequannock Police Department and the Lincoln Park Police Department will be joined for the purposes of this program and will have a mental health professional dedicated to our departments once per week. Additionally, this program has been mandated by the Morris County Prosecutor's Office.

In the MOU, under section II., Program Description, in subsection B., Program Type, number 2., the Police Department has agreed to the selections of c. & d. as they are the only options currently offered by the Morris County Prosecutor's Office. These selections allow for the mental health professionals to ride in a vehicle separately from law enforcement and do not require officers to be in a soft uniform. Additionally, officers do not need to be CIT (Critical Incident Team) trained while participating during the assigned times and days of the program. The mental health professional will also conduct in-person follow-ups when referred by the police department as opposed to telephone or telehealth follow-ups with residents in need of services.

It is my recommendation, that the Pequannock Police Department commits to a partnership with the Morris County Prosecutor's Office by participating in this important and needed program.

RECEIVED

APR 2 - 2025

MANAGER'S OFFICE

MEMORANDUM OF UNDERSTANDING

between

The Police Departments of the Town of Boonton, Boonton Township, Borough of Butler, Chatham Borough, Chatham Township, Chester, Denville Township, Town of Dover, East Hanover, Florham Park, Hanover Township, Harding Township, Jefferson Township, Kinnelon, Lincoln Park, Long Hill Township, Madison, Mendham Borough, Mendham Township, Montville Township, Morris Plains, Morris Township, Morristown, Mount Arlington Township, Mountain Lakes, Netcong, Parsippany Troy-Hills, Pequannock Township, Randolph Township, Riverdale, Rockaway Borough, Rockaway Township, Roxbury Township, Washington Township (Morris), Wharton and the Morris County Prosecutor's Office

Participating Police Department(s)

and

The Mental Health Association of Essex/Morris

Participating Mental Health Service Provider

TO ESTABLISH JOINT PARTICIPATION IN THE ARRIVE TOGETHER PROGRAM TO ENHANCE AND SUPPORT RESPONSE TO CERTAIN BEHAVIORAL HEALTH CRISIS CALLS

This Memorandum of Understanding is entered into between the above-Participating Police Department(s) ("PPDs" or "officer") and the above-named Mental Health Service Provider ("MHSP") (collectively "the Parties"), to establish joint participation in the ARRIVE Together Program ("the Program") to enhance and support law enforcement and response to certain behavioral health crisis calls, and shall confirm the mutual understanding and intention of the Parties as set forth herein.

WHEREAS, pursuant to NJSA 30:4-27.1, et seq. ("Screening Law") and NJAC 10:31-1.1, et seq. ("Screening Regulations"), it is the policy of this State to provide for a public mental health system that delivers treatment consistent with a person's clinical condition, and that services be developed as the public mental health system's entry point in order to provide accessible crisis intervention, evaluation and referral services to persons with mental illness, to offer persons with mental illness clinically appropriate alternatives to inpatient care, and, when necessary, to provide a means for involuntary commitment to treatment; and

WHEREAS, the Parties recognize the importance of ensuring the safety of every person involved in civilian-law enforcement interactions, and that many of the negative outcomes that have resulted from such interactions may stem from law enforcement officers responding to situations involving individuals experiencing behavioral health crises; and

WHEREAS, the MHSP has been designated by the New Jersey Department of Human Services (“DHS”) to provide mental health services in accordance with state law and regulations, within the county being served by this MOU; and

WHEREAS, DHS contracts annually with the MHSP for the provision of providing mental health related services, pursuant to NJAC 10:31:10.1(c), the Community Mental Health Services Act of 1957 as amended, and DHS Contracting Policy; and

WHEREAS, the Screening Law provides officers and screeners with the legal authority to transport or authorize transport of individuals who are experiencing a behavioral health crisis to an emergency department for a full assessment where appropriate; and

WHEREAS the New Jersey Department of Law and Public Safety and the DHS have executed a separate MOU which will provide for the funding for the Program upon presentation of invoices in conformance with this Agreement by the MHSP to DHS; and

WHEREAS, law enforcement officers may request the assistance of mental health specialists when responding to emergency service calls that relate to behavioral health crises and mental health personnel may request assistance from officers when providing follow up. and

WHEREAS, in an effort to improve the outcomes in law enforcement’s response to emergency behavioral health crisis calls, to divert individuals in crisis from unnecessary entry into the criminal justice system, and to more efficiently employ the resources of both the PPD and the MHSP as they respond to calls for service, the Parties seek to establish a Program; and

WHEREAS, this MOU is intended to memorialize the relationship and delineate the responsibilities of the Parties in this cooperative joint effort.

NOW, THEREFORE, the Parties agree as follows:

I. Definitions

For the purposes of the Program, the following definitions shall apply:

- A. Behavioral Health Crisis Calls** means emergency calls for service received by the PPD’s 911 system or by the MHSP, which involve:
- a. Behavioral/Mental Health/Emotionally Disturbed Person;
 - b. Confused/disoriented person;
 - c. Welfare check;
 - d. Suicidal ideation/behavior; and
 - e. Other categories that the PPD deems appropriately related to behavioral health identified during the course of the Program.

- B. **MHSP specialist** means a qualified specialist, possessing a Master’s Degree and a License in Social Work or Counseling (LPC/LCSW Preferred, LAC or LSW will be considered with at least 1-2 years of experience) possessing the ability to do outreach for the purpose of clinical support, intervention or crisis referrals.
- C. **HIPPA** means the regulations adopted by the U.S. Secretary of the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 42 U.S.C. § 1302(a) and found at 42 C.F.R. Subchapter C.
- D. **SAMHSA Privacy Regulations** means the privacy regulations adopted by the Substance Abuse and Mental Health Services Administration pursuant to 42 U.S.C. §290dd-2 and found at 42 C.F.R. Part 2.
- E. **Follow-up Services** means calls from the PPD for mental health services to be provided by the MHSP after an encounter by the PPD with an individual who the Agency deems in need of mental health services, which may include the MHSP responding to a person involved in a behavioral health crisis.

II. **Program Description**

A. **Location**

- 1. The Program will respond to behavioral health calls for service made to the following municipalities: Town of Boonton, Boonton Township, Borough of Butler, Chatham Borough, Chatham Township, Township and Borough of Chester, Denville Township, Town of Dover, East Hanover, Florham Park, Hanover Township, Harding Township, Jefferson Township, Kinnelon, Lincoln Park, Long Hill Township, Madison, Mendham Borough, Mendham Township, Montville Township, Morris Plains, Morris Township, Morristown, Mount Arlington Township, Mountain Lakes, Netcong, Parsippany Troy-Hills, Pequannock Township, Randolph Township, Riverdale, Rockaway Borough, Rockaway Township, Roxbury Township, Washington Township (Morris), and Wharton.

B. **Program Type**

- 1. The Parties may select one or more Program types as set forth in Section B and described more fully in Section C below for the term of this MOU. Should the Parties change, reduce or increase the Program type during the term of this MOU, the Parties shall notify DHS and the Department of Law and Public Safety who shall determine whether such change, reduction or increase in Program type is authorized. Any such material change to the terms and conditions of this MOU shall require a written amendment, signed by the Parties, and may result in changes to other terms and conditions herein.

2. The Parties agree to implement one or more of the Programs as selected below:

- ☐ a. Co-Responder Program (law enforcement officer and MHSP specialist respond together to emergency service calls and/or follow up visits that relate to behavioral health crisis)
- ☐ b. Telehealth Program (law enforcement officers provided with electronic devices to connect persons suffering behavioral health crisis to a MHSP specialist via video to receive services)
- ☒ c. Follow-up Program (law enforcement officers inform MHSP specialist of individuals encountered by law enforcement that need services of MHSP specialist within a designated timeframe following the law enforcement interaction as determined by the Parties)
- ☒ d. Close in Time Follow-up Program (law enforcement officer engages in primary response and MHSP arrives separately at scene of emergency service calls close in time, generally within 30 minutes of the encounter. MHSP provides social and behavioral health services on scene and follow-up services and referrals as determined by the Parties.)

C. Program Responsibilities (as applicable)

1. Frequency

- a. The Program will be implemented weekly Monday through Friday, with alternating department assignment of the MHSP to be determined by the Parties.
- b. Shift times will be determined by the Parties and may be altered if the MHSP and the PPDs determine that significantly greater relevant calls for service consistently occur at different hours.

2. Personnel

- a. The PPDs will each provide one or more experienced law enforcement officers per assigned shift to participate in the Program. This may be the officer responding to the dispatch call. Officers may be in full uniform during the Program shifts and may be responding to calls in marked vehicles. The PPDs will determine a staffing schedule for their officers. All responding officers will be considered “ARRIVE officers.”
- b. The MHSP will provide one or more experienced specialists to participate in the Program not less than 40 hours per week per specialist. The participating specialists will perform crisis intervention services consistent with their training and experience to assist in de-escalating the situation where appropriate and guiding the involved person towards treatment and follow-up services. When on-site at a service call, or when on location at a PPD’s department, the MHSP shall coordinate and communicate

with the respective Chief of Police, Chief Law Enforcement Officer, Officer in Charge, Public Safety Director or their designee.

3. Coverage

- a. The Program will respond to all behavioral health crisis calls within program hours, for service made to the PPDs' and/or county's 911 system within the identified municipalities, including those originating from the public, those incoming from other law enforcement officers or agencies within the area, and those incoming from the MHSP to the PPDs and/or their 911 systems.
- b. The Program will respond to qualifying crisis calls originating from the psychiatric emergency screening service within the identified county and 9-8-8 calls from individuals residing in the locales where the program operates if contacted within program hours.
- c. When responding to a call for service, the PPD and MHSP will respond to qualifying calls made to the municipality(ies) identified in Section II.A.1(b) above, regardless of where the MHSP is stationed for that day. Officers from the municipality from which the call originated will be responsible for securing the scene before the MHSP specialist enters.
- d. PPDs shall continue to respond to Behavioral Health calls that occur outside of Program shifts and shall document same in accordance with departmental policy. In addition, after the completion of the call, they shall complete the Arrive Together Referral form (see attached) with a brief narrative indicating the circumstances of the encounter and the need for follow-up. The Referral Form will then be provided to the MHSP for purposes of follow-up.
- e. When not responding to calls for service, the Program participants will proactively undertake follow-up visits with individuals from prior services and/or referrals, or initiate contact with individuals identified as at-risk through other means. Follow-up visits shall be conducted throughout the week and no later than 10 days after the activating event. The PPDs and MHSP can also make referrals to other agencies and programs, including but not limited to the Morris County Sheriff's Office Hope One, Hope Hub and/or Community Connections programs as appropriate.

4. Data Collection and Evaluation

- a. The PPDs and the MHSP shall maintain full and complete records of all Program initiatives, responses, follow up and evaluation.
- b. PPDs and MHSPs shall collect data relevant to the assessment of the Program, as specified by the Department of Law and Public Safety (LPS) and/or Department of Human Services (DHS), Division of Mental Health and Addiction Services (DMHAS).

- c. The PPD shall collect data that can be measured, so that the Program outcomes can be evaluated. The data to be collected shall include the following:
 - 1. The duration of the “ARRIVE Together” Initiative’s operating time on the scene, from its arrival to end of service.
 - 2. If any force was used during an “ARRIVE Together” Initiative’s response.
 - 3. If any arrests were made during an “ARRIVE Together” Initiative’s response.
 - 4. The demographics of persons that were provided with assistance by the “ARRIVE Together” Initiative (i.e., race, ethnicity, gender, age).
 - 5. For both Close in Time Responses and Follow Up Referrals, the information obtained in the above section by the PPD officer shall be reported in the Benchmark System and in a Referral Form that will be sent to the MHSP and Morris County Prosecutor’s Office.
- d. The PPD Officer will then send the Benchmark Report to the MHSP who will access the report and document Initial Response and 30-Day Outcome review results. The MHSP shall also maintain full and complete records of response calls and report same to the Morris County Prosecutor’s Office.
- e. Any and all data collected by the MHSP and shared with law enforcement shall be subject to confidentiality based upon mental health statutes including HIPPA.
- f. Should LPS retain an academic or research institution, or other qualified entity to perform an evaluation of the Program the Parties and Participating Agencies agree, upon request, to provide the retained academic or research institution access to relevant data, subject to appropriate privacy and cybersecurity protections, to include 911 or computer-aided dispatch (CAD) data and interviews of participating employees, for the purposes of performing the assessment. The institution performing the research shall execute any required confidentiality agreements. If personally identifiable information is being shared, a confidentiality agreement must be HIPAA compliant. 45 C.F.R. 164.512(i) and with the SAMHSA.

5. Confidentiality

- a. All records, recordings, and reports made in connection with the ARRIVE Program and/or certificates, applications, records, and reports made that directly or indirectly identify any individual presently or formerly receiving ARRIVE Program services shall be confidential and shall not be disclosed to any person, except as permitted by NJSA 30:4-24.3, NJAC 10:31-2.6, NJAC 10:37-6.9, HIPPA regulations and SAMHSA Privacy Regulations. Such records are not subject to public access pursuant to EO 26 (2002) and N.J.S.A. 47:1A-1.

III. PPD Responsibilities

- A. The PPD shall perform all necessary tasks required to implement the Program as detailed Section II above, including, during responses to qualifying emergency calls for service, the participating officer shall assess and take measures to secure the environment in order to mitigate the potential for harm to the officer, mental health specialist, client, and any bystanders.
- B. At each service call, the PPD officer will identify themselves as law enforcement officers and ensure the safety of all actors before the MHSP specialist exits their vehicle to ensure there are no violent or potentially violent actors on scene and will remain at the scene while the MHSP provides services.
- C. The PPDs shall provide training to each specialist identified by the participating MHSP on the proper procedures and protocols for responding to calls prior to any specialist participating in the Program. The PPDs will provide a workspace within the respective departments to allow for call reviews and discussions and follow-up contacts.
- D. For follow-ups, the PPD will provide the MHSP with information on individuals that they have encountered at a mutually agreed upon frequency, and may be requested to accompany the MHSP to initial visits, or follow-up visits that may pose a potential safety risk.
- E. The PPD shall implement operational changes, as it deems necessary, to implement the Program, as detailed in Section II.
- F. The PPD shall provide the equipment necessary for participating officers to perform their duties under the Program.
- G. The PPD shall cooperate with the MHSP, other participating Law Enforcement Agency Partners within the county, as identified herein, as well as DHS, DMHAS, and LPS, to facilitate and execute the goals of the Program. The PPD shall not request that the MHSP perform any activities that conflict with the Screening Law or Screening Regulations.
- H. The PPD shall ensure their participating officers follow all applicable Law Enforcement Directives and Guidelines issued by the Attorney General of New Jersey, as updated, amended, or supplemented (available at <https://www.njoag.gov>).

IV. MHSP Responsibilities

- A. The MHSP shall perform all necessary tasks required to implement the Program detailed in Section II, and shall provide those services in a manner consistent with the Screening Law and Screening Regulations, DHS regulations, any applicable professional licenses and HIPPA and SAMHSA Privacy Regulations.
- B. The MHSP shall provide the specialists required to implement the Program and shall ensure all requisite training has been obtained by the participating specialists.

- C. The MHSP will determine how and when best to follow-up with the individuals. The follow-ups may be in-person, telephonic or virtual. The MHSP shall ensure that follow-up contacts are appropriately documented.
- D. The MHSP shall ensure the equipment necessary for the participating specialists to perform their duties under the Program is provided. The equipment must be provided by the MHSP.
- E. The MHSP shall cooperate with the other Parties to facilitate and execute the Program in a manner consistent with the Screening Law and Screening Regulations.
- F. The MHSP shall bill DHS for services provided under the Program at the rate set forth herein under the same terms as included in the existing contract between DHS and the MHSP.
 - 1. The total amount billed under the Program shall not exceed the amount as determined by DHS and/or LPS and conveyed under a separate writing.
 - 2. The MHSP shall provide DHS with quarterly invoices specifically for services provided under the Program.
 - 3. The MHSP shall provide DHS with quarterly expenditure reports specifically for services provided under the Program in accordance with the DHS Contract Manual.

V. Funding

- A. Consistent with the terms of the existing contract between the MHSP and DHS, and the DHS Contract Policy and Information and Contract Reimbursement Manual, MHSP specialists participating in the Program shall be compensated for all services performed under the Program at their ordinary pay and ordinary contractual obligations.
 - 1. Payments to the MHSP for work performed in accordance with the Program, including overtime, if any, shall be allowed up to a maximum total amount reimbursed as determined by DHS and/or LPS and conveyed under a separate writing.
 - 2. The amount billed by the MHSP under the Program shall only include those amounts above insurer reimbursements.
- B. Except as set forth in the Paragraph A in this Funding Section, each Party shall bear its own costs, including operational costs, in relation to this MOU. Expenditures by each Party will be subject to its own budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that the State of New Jersey will appropriate funds for such expenditures.

VI. Points of Contact

- A. The individual points of contact (“POC”) for each of the Parties to this MOU, and any other participating Law Enforcement Partners within the County, are set forth in Attachment A, which shall be attached hereto and made part of this MOU.
- B. The Parties agree that if there is any change to the POC or POC contact information, they will inform the other Parties in writing within 10 business days of the change and update the list of POCs in Attachment A accordingly.

VII. Governing Law and Jurisdiction

- A. This Agreement shall be governed by the laws of the State of New Jersey. Any disputes arising hereunder shall be brought before the state courts of the State of New Jersey.

VIII. Liability

- A. The parties shall indemnify, hold harmless and defend one another, their members, directors, officers, agents and employees from and against any and all losses, claims, liability, damage, action or expense including without limitation, attorney’s fees and costs arising out of or relating to (i) any breach or default in the performance of any obligation under this Agreement and/or (ii) any negligence, intentional misconduct and/or activity subject to strict liability arising from any act or omission of their respective agents, contractors, invitees, attendees, patrons, guests arriving under this Agreement.
- B. Each Party shall be responsible for the actions of its officers and employees occurring during the performance of their obligations under this Agreement subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq, the Contractual Liability Act, N.J.S.A. 59:13-1, et seq., the availability of appropriated funds, and the MHSP’s insurance obligations under its existing contract with DHS to provide services. The State of New Jersey cannot agree to indemnify any third-party grantee or contractor, and is not providing any indemnification to any third-party grantee or contractor. The State of New Jersey does not carry general liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against it are covered under the terms and provisions of the Act. The Act also creates a fund into which the Legislature appropriates funds from time to time, and from which final tort claims are paid in accordance with its provisions. See N.J.S.A. 59:12-1. For claims beyond the purview of the Tort Claims and Contractual Liability Acts, it is agreed that none of the Parties to this Agreement assume any liability whatsoever for any alleged wrongful acts or omissions of the agents, servants, contractors, or employees of the other. Nothing in this Agreement shall be construed to waive any defenses or immunities available to any Party or its employees under the Tort Claims Act or other applicable law.

- C. The MHSP's liability under this Agreement shall continue after the termination of this Agreement with respect to any liability, loss, expense or damage resulting from the acts occurring prior to termination, and shall remain in effect until all potential liabilities arising from this MOU and the Program have lapsed.
- D. This MOU shall not be interpreted as a waiver of sovereign immunity. Any liability of the agencies that are party to this MOU is, to the extent applicable, subject to the New Jersey Screening Law, N.J.S.A. 30:4-27.1, et seq., and specifically, N.J.S.A. 30:4-27.7, the New Jersey Tort Claims Act, supra, the New Jersey Contractual Liability Act, supra, any other applicable law, and the availability of funding.
- E. For the duration of the Program, any MHSP specialist participating in the Program and receiving training from the PPD or other Participating Law Enforcement Agencies shall remain an employee of the MHSP and at no point will be considered an employee of the State of New Jersey, LPS, DHS, the PPD or other Participating Law Enforcement Agencies. Neither the State, LPS, DHS, nor the PPD or other Participating Law Enforcement Agencies shall have control over the duties of any MHSP specialist participating in the Program, or their performance thereof.

IX. Insurance

- A. Insurance: MHSP agrees to provide proof of insurance via a Certificate of Insurance. The MHSP shall carry and maintain during the period of this Agreement the following insurance coverage with an insurance company or companies acceptable to the PPDs with the following limits:
 - 1. Commercial General Liability: Coverage for all operating including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$1,000,000 per occurrence/\$2,000,000 aggregate.
 - 2. Automobile Liability: Coverage for all owned, non owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.
 - 3. Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.
 - 4. Privacy / Cyber Liability: Coverage for Third Party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information, that may arise from their work with this contract with limits no less than \$2,000,000 Per Claim / \$2,000,000 Aggregate.
 - 5. Waiver of Subrogation shall be provided in favor of PPD.

X. Duration, Withdrawal, and Termination

- A. The MOU will take effect upon signature of the Parties and shall remain in effect until June 30, 2026.
- B. Any Party may terminate the agreement by providing all other Parties 30 days written notice. Such notice shall also be provided to DHS, DMHAS, and LPS at the contact addresses in Attachment A.
- C. Upon mutual agreement of the Parties, and with the approval of DHS and LPS, the Program may be renewed for additional one-year terms. Any such renewal shall be set forth in writing and attached hereto and made part of this MOU.

XI. Compliance with Other Laws

- A. The Parties agree that in the performance of this MOU and the Program, they will comply with all applicable federal, State, and local laws, statutes, and regulations, including all requirements of the Screening Law and Regulations, HIPPA and the SAMHSA Privacy Regulations.

XII. Effect on Other Authorities

- A. Nothing in this MOU is intended to restrict the authority of any Party to act as permitted by law, or to restrict a Party from administering or enforcing any law. This MOU should not be construed as limiting or impeding the basic spirit of cooperation that exists between the Parties.
- B. This MOU does not impose any additional duties and responsibilities on any of the Parties that go beyond that which is already required by existing law.

XIII. Assignment

- A. Neither this MOU nor any of the rights, duties, or obligations of the Parties hereunder shall be assignable or delegable in whole or part, whether by operation of law or otherwise, without the prior written consent of the other Parties. Any assignment or delegation or attempted assignment or delegation without such consent shall be void and of no force or effect.

XIV. Severability

- A. Nothing in this MOU is intended to conflict with applicable State or federal laws, the directives of the Attorney General of New Jersey, or a Party's regulations. If a provision of this MOU is inconsistent with such authority, that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

XV. No Private Rights Created

- A. This MOU does not create any right or benefit, substantive or procedural, enforceable in law or in equity, against the State of New Jersey, or against any department, agency, officer, employee of the State of New Jersey, any Party to this MOU, entity, or any other person.
- B. There are no Third-Party Beneficiaries to the MOU and the Parties do not intend to create any Third-Party beneficiaries to it.

XVI. Non-Waiver

- A. The failure by a Party to insist on performance of any term or condition or to exercise any right or privilege included in this MOU shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not in the future waive any such term or condition or any right or privilege. No waiver by a Party of any breach of any term of this MOU shall constitute a waiver of any subsequent breach or breaches of such term.

XVII. Entire Agreement & Amendments or Modifications

- A. This MOU may be amended only after written agreement of the Parties. Any such amendment or modification shall be in writing, in the form of an Addendum to this MOU, which shall be signed by the Parties and shall be attached hereto and made part of this MOU.
- B. This MOU, including any Attachments and Schedules contained within it, represents the entire understanding and agreement between the Parties and supersedes all prior agreements and understandings between the Parties

XVIII. Authorization

- A. By execution of this MOU, the Parties represent that they are duly authorized and empowered to enter into this MOU and to perform all duties and responsibilities established in this MOU.

XIX. Electronic Signature and Counterparts

- A. The Parties agree that the execution of this MOU by electronic signature and/or by exchanging PDF signatures will have the same legal force and effect as the exchange of original signatures. This MOU may be executed in counterparts and those counterparts, when assembled, shall constitute the Entire Agreement as defined above.

SIGNATURE PAGE FOLLOWS

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

Signatories

The terms of this Agreement have been read and understood by the persons whose signatures appear below.

For the Mental Health Service Provider:

Provider Name: Mental Health Association

By: _____ Dated: _____

Name: Robert Davison

Title: Chief Executive Officer, Mental Health Association

For the Participating Police Department(s):

PPD Name: Morris County Prosecutor's Office

By: _____ Dated: _____

Name: Robert J. Carroll

Title: Morris County Prosecutor

PPD Name: Town of Boonton Police Department

By: _____ Dated: _____

Name: Chris Petonak

Title: Captain, Officer in Charge

PPD Name: Boonton Township Police Department

By: _____ Dated: _____

Name: Thomas L. Cacciabeve

Title: Chief of Police

PPD Name: Borough of Butler Police Department

By: _____ Dated: _____

Name: Scott Ricker

Title: Chief of Police

PPD Name: Chatham Borough Police Department

By: _____ Dated: _____

Name: Brian Gibbons

Title: Chief of Police

PPD Name: Chatham Township Police Department

By: _____

Dated: _____

Name: Thomas Miller

Title: Chief of Police

PPD Name: Chester Police Department

By: _____

Dated: _____

Name: Ryan McNamee

Title: Chief of Police

PPD Name: Denville Township Police Department

By: _____

Dated: _____

Name: Scott Welsch

Title: Chief of Police

PPD Name: Town of Dover Police Department

By: _____

Dated: _____

Name: Jonathan Delaney

Title: Chief of Police

PPD Name: East Hanover Township Police Department

By: _____

Dated: _____

Name: Christopher F. Cannizzo

Title: Chief of Police

PPD Name: Florham Park Police Department

By: _____

Dated: _____

Name: Joseph Orlando

Title: Chief of Police

PPD Name: Hanover Township Police Department

By: _____

Dated: _____

Name: Michael Loock

Title: Chief of Police

PPD Name: Harding Township Police Department

By: _____

Dated: _____

Name: Mike Gromek

Title: Chief of Police

PPD Name: Jefferson Township Police Department

By: _____

Dated: _____

Name: Paul Castimore

Title: Chief of Police

PPD Name: Borough of Kinnelon Police Department

By: _____

Dated: _____

Name: Joseph Napoletano

Title: Chief of Police

PPD Name: Boro of Lincoln Park Police Department

By: _____

Dated: _____

Name: John Cifelli

Title: Acting Chief of Police

PPD Name: Long Hill Township Police Department

By: _____

Dated: _____

Name: Alexis Ciambriello

Title: Officer in Charge

PPD Name: Madison Boro Police Department

By: _____

Dated: _____

Name: John Miscia

Title: Chief of Police

PPD Name: Mendham Borough Police Department

By: _____

Dated: _____

Name: Patrick McNichol

Title: Chief of Police

PPD Name: Mendham Township Police Department

By: _____

Dated: _____

Name: Ross Johnson

Title: Chief of Police

PPD Name: Montville Township Police Department

By: _____

Dated: _____

Name: Andrew Caggiano

Title: Chief of Police

PPD Name: Morris Plains Police Department

By: _____

Dated: _____

Name: Michael Koroski

Title: Chief of Police

PPD Name: Morris Township Police Department

By: _____

Dated: _____

Name: Robert Shearer

Title: Chief of Police

PPD Name: Morristown Police Department

By: _____

Dated: _____

Name: Darnell Richardson

Title: Chief of Police

PPD Name: Mount Arlington Township Police Department

By: _____

Dated: _____

Name: Ryan Sherburne

Title: Chief of Police

PPD Name: Mountain Lakes Police Department

By: _____

Dated: _____

Name: Shawn Bennett

Title: Chief of Police

PPD Name: Netcong Police Department

By: _____

Dated: _____

Name: Russell VanHouten

Title: Chief of Police

PPD Name: Parsippany Troy-Hills Township Police Department

By: _____

Dated: _____

Name: Richard Pantina

Title: Chief of Police

PPD Name: Pequannock Township Police Department

By: _____

Dated: _____

Name: Daniel Comune

Title: Chief of Police

PPD Name: Randolph Township Police Department

By: _____

Dated: _____

Name: William Harzula

Title: Chief of Police

PPD Name: Borough of Riverdale Police Department

By: _____

Dated: _____

Name: Charles Quant

Title: Chief of Police

PPD Name: Rockaway Boro Police Department

By: _____

Dated: _____

Name: Conrad Pepperman

Title: Chief of Police

PPD Name: Rockaway Township Police Department

By: _____

Dated: _____

Name: Robert Scherr

Title: Chief of Police

PPD Name: Roxbury Township Police Department

By: _____

Dated: _____

Name: Matthew Holland

Title: Chief of Police

PPD Name: Washington Township (Morris) Police Department

By: _____

Dated: _____

Name: Jeffrey Almer

Title: Chief of Police

PPD Name: Town of Wharton Police Department

By: _____

Dated: _____

Name: David Young

Title: Chief of Police

Attachment A

POINT OF CONTACT INFORMATION

For the Department of Law and Public Safety:

Tiffany Wilson
Director
Office of Alternative and Community Responses
Office of the Attorney General
25 Market Street
Trenton, NJ 08625
Email: tiffany.wilson@njoag.gov
Phone: 862-350-5807

For the Department of Human Services:

Renee Burawski
Acting Assistant Commissioner
Division of Mental Health and Addiction Services
5 Commerce Way, 2nd floor
Hamilton, N.J. 08625
Email: renee.burawski@dhs.nj.gov
Phone: 609-438-4352

For the Mental Health Service Provider:

Deanna Ackerman, MSW, LSW
Director, CJS Morris, Veteran and Family Support
Mental Health Association
60 Washington Street, Suite 301
Morristown, NJ 07960
Email: dackerman@mhainspire.org
Phone: 973-334-3496, ext. 750

For the Participating Police Department(s):

Chief Assistant Prosecutor Meg Rodriguez
Morris County Prosecutor's Office
P.O. Box 900
Administration and Records Building, 3rd Floor
Morristown, N.J. 07963
Email: mrodriguez@co.morris.nj.us
Phone: 973-285-6269

Town of Boonton Police Department

Boonton Township Police Department

Borough of Butler Police Department

Chatham Borough Police Department

Chatham Township Police Department

Chester Police Department

Denville Township Police Department

Dover Police Department

PD Name: East Hanover Township Police Department

Florham Park Police Department

Hanover Township Police Department

Harding Township Police Department

Jefferson Township Police Department

Kinnelon Police Department

Lincoln Park Police Department

Long Hill Township Police Department

Madison Boro Police Department

Mendham Borough Police Department

Mendham Township Police Department

Montville Township Police Department

Morris Plains Police Department

Morris Township Police Department

Morristown Police Department

Mount Arlington Township Police Department

Mountain Lakes Police Department

Netcong Police Department

Parsippany Troy-Hills Township Police Department

Pequannock Township Police Department

Randolph Township Police Department

Riverdale Police Department

Rockaway Borough Police Department

Rockaway Township Police Department

Roxbury Township Police Department

Washington Township (Morris) Police Department

Wharton Police Department

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council approving the designated special event permit application (Fire Department 5K Run).

Resolution No. R2025-97

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**; and

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
Pequannock Township Fire Department 5K Run	Start and end at Greenview Park	Nov 27 8:00 a.m. to 11:30 a.m.

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: April 8, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor



Township of Pequannock

www.peqtwp.org

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

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

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: Pequannock Township Fire Department

EVENT: S K RUN

DAY & DATE: Thursday Nov. 27 HOURS: 8 - 11:30 am

LOCATION: START & END Greenview Park see map

ESTIMATED NUMBER OF PARTICIPANTS/ATTENDEES: 400

Include a sketch/drawing which shows the general layout, parking, traffic pattern and areas for trash/recycling.

☒ Check this box if the event is a race or walk-a-thon that will use public streets and include a map or description that clearly indicates the planned route. Proof of insurance will also be required as outlined in the instructions.

CONTACT INFORMATION. NAME: Bryan J DALEY Fire Chief

ADDRESS: 3 Prospect Ave PHONE: 973-714-2521

CITY, STATE, ZIP: Pompton Plains, NJ 07444 EMAIL: Jakenotis@gmail.com

PROPERTY OWNER CONSENT. This section must be completed only if the applicant is not the owner of the property where the activity is to be conducted. A letter of authorization from the property owner may be substituted.

PROPERTY OWNER SIGNATURE: _____

- Has this event received approval in a prior year?..... ☐ YES ☒ NO
- Will the event include live or amplified music?..... ☒ YES ☐ NO
- Will food/drinks be served?..... ☒ YES ☐ NO
- Will alcoholic beverages be served?..... ☐ YES ☒ NO
- Will any raffles be conducted?..... ☐ YES ☐ NO
- Will food be prepared on-site?..... ☒ YES ☐ NO
- Will there be cooking on-site?..... ☒ YES ☐ NO
- Will there be any bonfires, open flames or fireworks?..... ☐ YES ☒ NO
- Will any tents or other temporary structures be used?..... ☒ YES ☐ NO
- Will there be signs announcing the event posted at the event site?..... ☒ YES ☐ NO
- Will there be signs announcing the event posted off-site?..... ☒ YES ☐ NO
- Will there be on-site parking?..... ☒ YES ☐ NO
- Will any existing parking spaces be eliminated for the event?..... ☒ YES ☐ NO
- What arrangements will be made for recycling and trash disposal? Township DPW

What arrangements will be made for traffic control? Township Police & Fire Department

RECEIVED

FEB 20 2025

Signature

Title

Date

FOR OFFICE USE ONLY:

☐ Cash

Rec'd By:

LICENSE NO.

Fee Paid: \$100.00

☐ Check No. _____

Date:

5/2014



**Road Running Technical Council
USA Track & Field**

Measurement Certificate



Name of the course Pequannock 5K Distance 5 km
 Location (state) New Jersey (city) Pequannock
 Type of course: road race ☒ calibration course ☐
 Measuring method: bicycle ☒ steel tape ☐ electronic distance meter ☐
 Measured by (name, address, phone & e-mail) Ross Mistretta 96 Carol Place Wayne, NJ 07470
973-706-8969 rmistret@optonline.net
 Race contact (name, address, phone & e-mail) Herb Hamilton 157 West End Ave Pompton Plains, NJ 07444
973-449-4248 herbhamilton@optonline.net
 Date(s) when course measured: April 20, 2019
 Number of measurements of entire course: 2 Course Configuration: Loop
 Elevation (meters above sea level) Start 61 m Finish 60 m Highest 63 m Lowest 55 m
 Straight line distance between start & finish 122 m Drop 0.2 m/km Separation 2.44 %
 Type of surface: paved 100 % dirt % gravel % grass % track %
 Effective date of certification: May 15, 2019 Certification code: NJ19015LMB

Notice to Race Director: Use this Certification Code in *all* public announcements relating to your race.

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If *any* changes are made to the course, this certification becomes void, and the course must then be recertified.

Verification of Course — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a verification remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31 in the year 2029

AS NATIONALLY CERTIFIED BY:

Date: May 18, 2019

Larry M. Baldasari, Sr. USATF/RRTC Certifier

3448 Nottingham Way Hamilton Square, NJ 08690 - 609-577-7314 - larsurfrun@gmail.com

Pequannock 5K

THE FOLLOWING MARKS ARE DESCRIBED
RELATIVE TO THE RUNNING DIRECTION.



Map is not
drawn to Scale

Start: Facing North on West Parkway, 90ft. 10in. North of Utility Pole (UP) BT674PK (on Right) and 80ft. South of UP BT673PK (on Right).

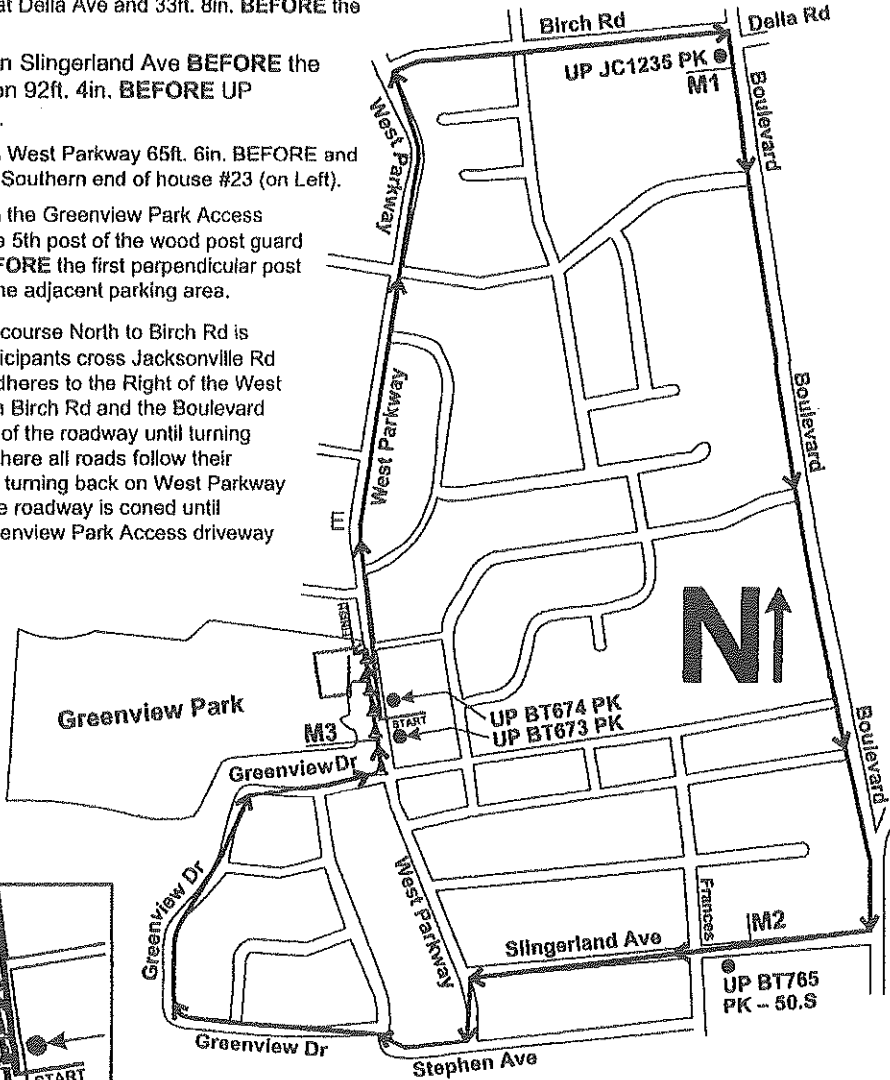
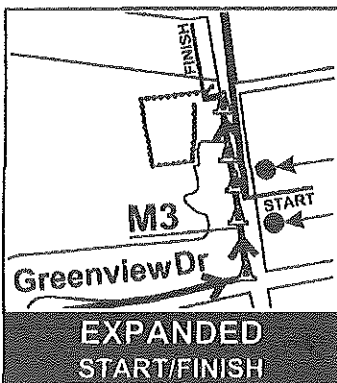
Mile 1: Facing South on the Boulevard, 4ft. 4in. AFTER UP JC1235PK (on RIGHT) at Della Ave and 33ft. 8in. BEFORE the storm drain (on Right).

Mile 2: Facing West on Slingerland Ave BEFORE the Frances Rd intersection 92ft. 4in. BEFORE UP BT765PPK (on LEFT).

Mile 3: Facing North on West Parkway 65ft. 6in. BEFORE and South of the Start at the Southern end of house #23 (on Left).

Finish: Facing West on the Greenview Park Access driveway just AFTER the 5th post of the wood post guard rail (on Right) 28' 2" BEFORE the first perpendicular post (on Left) at the Start of the adjacent parking area.

Notes: The Start of the course North to Birch Rd is OPEN to traffic until participants cross Jacksonville Rd where the course way adheres to the Right of the West Parkway centerline. Both Birch Rd and the Boulevard adhere to the Right side of the roadway until turning Right onto Slingerland where all roads follow their respective tangents until turning back on West Parkway where the Left side of the roadway is coned until turning Left onto the Greenview Park Access driveway and finishing.



Measured: 4-20-2019	
Measurer:	Ross Mistretta
Phone:	917-597-5857
Email:	rmistret@gmail.com

USATF Certificate #	
NJ19015LMB	
Effective	May 15, 2019
From/To:	Dec. 31, 2019



Pequannock Township Volunteer Fire Department *Engine Company No. 1*

P.O. Box 203 - Pompton Plains, New Jersey 07444-0203
EMERGENCIES - 911 Other Business (973) 835-8878

March 21, 2025

Dear Resident,

We are excited to inform you that Pequannock Township Fire Department, Engine Co. 1, has filed an application with the Township of Pequannock to host the **Five-Alarm Turkey Trot** on Thursday, November 27, 2025, at **Greenview Park**.

This application will be considered for approval during the Township Council meeting scheduled to begin at 7:00 p.m. on **April 8, 2025**, in the Municipal Building, 530 Newark-Pompton Turnpike, Pompton Plains. At this time, objections will be heard.

The **Five-Alarm Turkey Trot** is being organized to raise funds for the Pequannock Township Fire Department, Engine Co. 1. We hope to unite the community for a great cause while promoting health and wellness.

The application and supporting documents are available for review in the Township Clerk's office at the Municipal Building. If you have any questions or would like to get involved, please feel free to contact us.

We appreciate your support and look forward to seeing you at the event!

Best Regards,

Bryan J. Daley

Chief, Company 1

TOWNSHIP OF PEQUANNOCK

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

Resolution No. R2025-98

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
\$ 1,292.72 \$ 600.00	3602	5	Bala Partners LLC	2024	Lien Redemption Return of Premium
\$4,124.67 \$ 400.00	3502	3	Pro Cap 8 FBO Firsttrust Bank	2024	Lien Redemption Return of Premium
\$1,483.13 \$ 300.00	1101	9 C5124	Pro Cap 8 FBO Firsttrust Bank	2024	Lien Redemption Return of Premium
\$3,570.51 \$ 300.00	1401	16	Pro Cap 8 FBO Firsttrust Bank	2024	Lien Redemption 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: April 8, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council approving payment of the itemized claims as set forth on the **April 3, 2025** Bill List and 2018 FEMA Elevation Escrow list.

Resolution No. R2025-99

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 **April 3, 2025** Bill List and summarized as follows are hereby approved for payment:

Fund 01	Current Fund	1,778,440.82
Fund 02	Grant	10,482.12
Fund 04	General Capital Fund	0.00
Fund 05	Water Operating Fund	26,707.12
Fund 06	Water Capital Fund	28,791.31
Fund 07	Sewer Operating Fund	10,741.96
Fund 08	Sewer Capital Fund	7,995.50
Fund 13	Animal Control Fund	924.60
Fund 14	Builders Escrow Fund	0.00
Fund 15	Cash Trust Fund	26,266.03
Fund 20	Open Space Trust Fund	4,954.43
Fund 21	COAH Account	0.00
Fund 22	Fire Safety Fund	0.00
Fund 26	Solid Waste Utility Fund	112,691.31
Fund 30	Public Health Utility	0.00
Fund 32	Recreation Trust Fund	14,940.58
TOTAL		<u>\$2,022,935.78</u>

1. The claims set forth on the **April 3, 2018** FEMA Elevation Escrow List summarized as follows are hereby approved for payment:

Fund 31	2018 FEMA Elevation Escrow	\$3,500.00
---------	----------------------------	------------

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

Adopted: April 8, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

Reports & Notices

REPORTS & NOTICES

Township of



Pequannock

To: Mayor & Council
From: Julie Kupilik, CFO/ Director of Finance
Cc: Adam Brewer, Township Council
Date: March 27, 2025
Re: Note Sale Award

Mayor & Council,

On March 12, 2025, the Township conducted a note sale for the General Capital Fund totaling \$3,005,000 with the assistance of bond counsel, McManimon, Scotland, & Baumann & financial advisor, NW Financial. The Township received four bids as follows:

<u>Bidder</u>	<u>NIC</u>	<u>Coupon Rate</u>	<u>Total Bid</u>
Piper Sandler & Co	3.146630%	4.00%	\$3,030,572.55
Bank of NY, Mellon	3.208978%	4.25%	\$3,036,195.81
Oppenheimer & Co	3.223844%	4.00%	\$3,028,258.70
TD Securities	3.315487%	3.50%	\$3,010,529.20

The winner of the bid was Piper Sandler & Co. Total bid included a premium of \$25,572.55.