

Pequannock Township

COUNCIL MEETING AGENDA

May 13

2025



Township of Pequannock

TOWNSHIP COUNCIL MEETING AGENDA

May 13, 2025 ▪ 7:00 p.m.

- 1. CALL TO ORDER.**
- 2. STATEMENT OF COMPLIANCE WITH THE OPEN PUBLIC MEETINGS ACT.**
- 3. PLEDGE OF ALLEGIANCE, PRAYER AND MOMENT OF SILENCE.**
- 4. ROLL CALL:**
 - Mayor: John Driesse
 - Deputy Mayor: Kyle Russell
 - Council Members: Melissa Florance-Lynch, David Kohle, Vincent Siracusa
- 5. PRESENTATIONS.**
- 6. REPORTS FROM VOLUNTEERS.**
- 7. PUBLIC COMMENT.** *(3 minute limit not to exceed 30 minutes total)*
- 8A. 2025 MUNICIPAL BUDGET - PUBLIC HEARING**
 - **R2025-106**, to read the budget by title.
 - **PUBLIC HEARING - 2025 Municipal Budget**
- 8B. 2025 MUNICIPAL BUDGET ADOPTION**
 - **R2025-107**, adopting the 2025 Municipal Budget
- 8C. MANAGER'S REPORT.**
- 9. PUBLIC HEARINGS**
 - **ORDINANCE NO. 2025-06**; ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF PEQUANNOCK, IN THE COUNTY OF MORRIS, STATE OF NEW JERSEY AND APPROPRIATING THE SUM OF \$ 1,524,350 FOR FINANCING THEREOF
 - **ORDINANCE NO. 2025-07**; ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF PEQUANNOCK WATER UTILITY, IN THE COUNTY OF MORRIS, STATE OF NEW JERSEY AND APPROPRIATING THE SUM OF \$300,000 FOR FINANCING THEREOF
- 10. ORDINANCES FOR INTRODUCTION**
 - **ORDINANCE NO. 2025-08**; ORDINANCE ESTABLISHING MINIMUM AND MAXIMUM SALARIES AND PAY RATES FOR DESIGNATED OFFICIALS AND EMPLOYEES OF THE TOWNSHIP OF PEQUANNOCK
- 11. RESOLUTIONS FOR APPROVAL.**
 - **R2025-108**, approving the designated special event permit application (First Aid Squad Oktoberfest).
 - **R2025-109**, approving the designated special event permit application (Holy Spirit Annual Carnival).
 - **R2025-110**, Providing for the Insertion of a Special Item of Revenue in the 2025 Solid Waste Utility Budget Pursuant to NJSA 40A:4-87 (Chapter 159, P.L.1948)
 - **R2025-111**, approving Change Order No. 1 for the Pompton Plains Train Station renovation increasing the contract with Alden Bailey Restoration Corp of Ridgefield, CT by \$4,524.88 to a revised contract price of \$329,334.88
 - **R2025-112**, authorizing an application to the Morris County Community Development Block Grant (CDBG) Program
 - **R2025-113**, authorizing the execution of a Management Agreement with the Morris County Park Commission authorizing the continued use of an area contiguous with the Pompton Rail Trail, accessed by Marvin Road and located on Block 306, Lot 5
 - **R2025-114**, authorizing a Professional Services Agreement between the Township of Pequannock and Dykstra Walker Design Group

- **R2025-115**, authorizing the execution of an agreement concerning sewer use payment delinquency
- **R2025-116**, approving payment of the itemized claims as set forth on the **May 8, 2025** Bill List.

12. ITEMS FOR DISCUSSION.

- 2026 NJ DOT Municipal Aid Application

13. REPORTS & NOTICES.

14. COUNCIL REPORTS & ANNOUNCEMENTS.

15. PUBLIC COMMENT. *(3 minute limit not to exceed 30 minutes total)*

16. APPROVAL OF MINUTES.

17. EXECUTIVE (CLOSED) SESSION.

- Contract Negotiations: Property Acquisition
- Contract Negotiations: Insurance Consultants

18. ADJOURNMENT.

Next Meetings: Tuesday, May 27, 2025 7:00 p.m.
Tuesday, June 10, 2025 7:00 p.m.

**2024
Municipal
Budget
Hearing**

2024 MUNICIPAL BUDGET HEARING

TOWNSHIP OF PEQUANNOCK

Resolution to Read the Budget by Title.

Resolution No. R2025-106

WHEREAS, N.J.S.A. 40A 4-8 as amended provides that the Budget shall be read in full at the public hearing, or that it may be read by title only if:

1. At least one week prior to the date of the hearing a complete copy of the approved Municipal Budget Is made available to each person requesting the same, during said week and during the public hearing.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Pequannock that it is hereby declared that the conditions of N.J.S.A. 40A:4-8, as amended set forth in subsections 1, have been met and therefore the Municipal Budget shall be read by title only.

Adopted: May 13, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

2024 Municipal Budget Adoption

2024 MUNICIPAL BUDGET ADOPTION

SECTION 2 - UPON ADOPTION FOR YEAR 2025

Be it Resolved by the **COUNCIL MEMBERS** of the **TOWNSHIP**
of **PEQUANNOCK**, County of **MORRIS** that the budget hereinbefore set forth is hereby
adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$13,859,666.00

(Item 2 below) for municipal purposes, and
- (b) \$-

(Item 3 below) for school purposes in Type I School Districts only (N.J.S.A. 18A:9-2) to be raised by taxation and,
- (c) \$-

(Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in
Type II School Districts only (N.J.S.A. 18A:9-3) and certification to the County Board of Taxation of
the following summary of general revenues and appropriations.
- (d) \$213,561.00

(Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy
- (e) \$-

(Sheet 44) Arts and Culture Trust Fund Levy
- (f) \$1,220,650.00

(Item 5 Below) Minimum Library Tax

RECORDED VOTE
(Insert last name)

Ayes

Nays

Abstained

Absent

1. General Revenues

SUMMARY OF REVENUES

Surplus Anticipated	08-100	\$	3,026,000.00
Miscellaneous Revenues Anticipated	13-099	\$	4,694,651.00
Receipts from Delinquent Taxes	15-499	\$	260,000.00
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSED (Item 6(a), Sheet 11)	07-190	\$	13,859,666.00
3. AMOUNT TO BE RAISED BY TAXATION FOR <u>SCHOOLS IN TYPE I</u> SCHOOL DISTRICTS ONLY:			
Item 6, Sheet 42	07-195	\$	-
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191	\$	-
TOTAL AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY		\$	-
4. To Be Added TO THE CERTIFICATE FOR THE AMOUNT TO BE RAISED BY TAXATION FOR <u>SCHOOLS IN TYPE II</u> SCHOOL DISTRICTS ONLY:			
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191		
5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY TAX	07-192	\$	1,220,650.00
Total Revenues	13-299	\$	23,060,967.00

Township of



Pequannock

To: Township Council
From: Adam W. Brewer, Township Manager *AWB*
Re: 2025 Municipal Budget – Adoption
Date: May 9, 2025

Following a presentation, the 2025 municipal budget was introduced on Tuesday, April 8, 2025. The public hearing and the potential adoption of the budget have been scheduled for Tuesday, May 13, 2025.

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

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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					
<u>Line Item</u>	<u>2024 Budget</u>	<u>2025 Admin</u>		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

2025 Municipal Budget- Revenues

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			
	<u>2024 Budget</u>	<u>2025 Budget</u>	<u>Change</u>
			@
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

**EXHIBIT VI - Township of Pequannock- 2025
CALCULATION OF: RESERVE FOR UNCOLLECTED TAXES,
AMOUNT TO BE RAISED BY TAXATION FOR
THE MUNICIPAL BUDGET & TAX RATE CALCULATIONS**

					Actual 2024	Estimate 2025	Change	
		TOTAL GENERAL APPROPRIATIONS FOR MUNICIPAL BUDGET			\$ 20,640,094	\$ 21,896,682	\$ 1,256,588	
+		LOCAL DISTRICT SCHOOL TAX (Est. +3%)			40,213,157	41,419,552	1,206,395	
+		MUNICIPAL OPEN SPACE (AV * Rate)			208,182	213,561	5,379	
+		COUNTY OF MORRIS (Est. +2%)			8,044,093	8,204,975	160,882	
+		COUNTY OF MORRIS - OPEN SPACE (Est. +2%)			210,069	214,271	4,202	
=		TOTAL GENERAL APPROPRIATIONS AND OTHER TAXES			\$ 69,315,595	\$ 71,949,041	\$ 2,633,446	
-		TOTAL ANTICIPATED REVENUES			7,163,640	7,980,651	817,011	
=		CASH REQUIRED FROM TAXES TO SUPPORT THE MUNICIPAL BUDGET			\$ 62,151,955	\$ 63,968,390	\$ 1,816,435	
=		AMOUNT ABOVE DIVIDED BY 98.065 % TOTALING THE AMOUNT TO BE RAISED BY			\$ 63,378,321	\$ 65,230,597	\$ 1,852,276	
		RESERVE FOR UNCOLLECTED TAXES		@	1,164,285	1,164,285	+0	
		TOTAL GENERAL APPROPRIATIONS			20,640,094	21,896,682	+1,256,588	
+		RESERVE FOR UNCOLLECTED TAXES		@	1,164,285	1,164,285	+0	
-		TOTAL ANTICIPATED REVENUES			7,163,640	7,980,651	+817,011	
=		AMOUNT TO BE RAISED BY TAXATION IN THE MUNICIPAL BUDGET			14,640,739	15,080,316	+439,577	3.00%
		Municipal			13,520,483	13,835,494	+315,011	2.33%
		New Construction				24,172	+24,172	
		Library			1,120,256	1,220,650	+100,394	8.96%
					14,640,739	15,080,316	439,577	
Impact on Average Home								
					<u>2024</u>	<u>2025</u>		
		Average Assessed Value			549,346	574,752		
		Previous Year's Tax Rate			1.8250	1.8300		
		Increase				0.0050		
		Percentage Increase				0.27%		
		Increase per \$100,000 assessment				\$ 50.00		
		Average Tax			\$ 10,026	\$ 10,310		
		Average Municipal Tax			\$ 2,137	\$ 2,187		
		Total Tax Increase Average Assessed Value				\$ 284.00		
		Municipal Only Increase Average Assessed Value				\$ 50.00		

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
	REDNIX 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)

Manager's Recommendations

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 Upgra	\$ 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	

Manager's Recommendations

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
\$ 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%

2025 Sewer Utility Budget

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%

Manager's Report

MANAGER'S REPORT

Township of



Pequannock

To: Township Council

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

Re: Manager's Report – 5/13/2025 Council Meeting

Date: May 9, 2025

A) 2025 Municipal Budget

A presentation on the 2025 municipal budget was made at the Meeting of the Township Council on April 8, 2025. The budget was subsequently approved and introduced. The public hearing and potential adoption of the 2025 municipal budget is scheduled for May 13, 2025. Details on the budget are provided under a separate memorandum.

B) General Capital Ordinance

Consistent with prior years, along with the adoption of the municipal budget, introduction of the general capital ordinance is scheduled to establish the necessary appropriations implementing the general capital plan established during the budget process. Following introduction, this ordinance is scheduled for public hearing and potential adoption on May 13, 2025, provided the municipal budget is adopted.

C) Water Utility Capital Ordinance

Consistent with prior years, along with the adoption of the water utility/municipal budget, introduction of the water capital ordinance is scheduled to establish the necessary appropriations implementing the water capital plan established during the budget process. Following introduction, this ordinance is scheduled for public hearing and potential adoption on May 13, 2025, provided the utility budget is adopted.

D) Salary Ordinance for non-represented municipal staff

Annually, the Township of Pequannock adopts the salary ordinance for non-represented staff. Approval of this ordinance is the legislative act establishing the range of salaries for those individuals not in a union. If approved and introduced, a public hearing and potential adoption are scheduled for May 13, 2025.

E) Agreement with the Morris County Parks Commission for Parking along Marvin/PV Park Road

Following negotiations, an agreement has been executed by the Morris County Parks Commission allowing for the Township to construct a parking area along Marvin/PV Park Road in the vicinity of the swim lanes. A resolution authorizing the execution of the agreement has been prepared for potential approval.

F) Municipal Compost Facility – Professional Services for NJ DEP Permitting

Due to recently implemented stormwater management requirements, the Township must apply for NJDEP stormwater discharge permits for the existing leaf compost facility. To apply for these permits, design work is required; three proposals were solicited for professional engineering services. As a part of the process, the design work must be reviewed and approved by the Municipal Engineer, therefore he is unable to prepare the design work himself.

Township of



Pequannock

A resolution has been prepared for the Council's approval, awarding a professional services agreement to the Dykstra Walker Design Group in the amount of \$33,050. The award of the contract to the Dykstra Walker Design Group is recommended by the Director of Public Works and Township Manager. You may note in correspondence from the Township Engineer that his recommendation is that the contract be awarded to the Bowman group, based upon the comprehensive proposal submitted by the Bowman group. The contrary recommendation by the Director and Manager is based upon all respondents being experienced, licensed Professional Engineers and the significantly lower cost.

G) 2026 NJ DOT Municipal Aid Application – Sunset Road – Phase 2: West Parkway to West Sunset Road

Following discussion, last year the Township made an application for the 2025 Municipal Aid Grant to the NJ DOT for Sunset Road Phase 1. This project includes Sunset Road from South Sunset to West Parkway and has a corresponding appropriation in the 2025 capital budget.

Enclosed for discussion for discussion is Phase 2 of the Sunset Road improvement program, which calls for resurfacing and other improvements between West Parkway and West Sunset Road. Enclosed is a memorandum from the Township Engineer with supporting sketches.

* * *

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 **April 22, 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 **May 13, 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. 2025-06

ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF PEQUANNOCK, IN THE COUNTY OF MORRIS, STATE OF NEW JERSEY AND APPROPRIATING THE SUM OF \$ 1,524,350 FOR FINANCING THEREOF

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

SECTION 1. \$ 1,489,350 from the Capital Improvement Fund and \$35,000 is hereby appropriated from Reserve for Flood Improvements in aggregate appropriating **\$ 1,524,350** for the following improvements in and by the Township of Pequannock, in the County of Morris, New Jersey:

Purpose	Amount Appropriated
(a) Technology Upgrades and Acquisitions Including but not Limited to: Workstation Replacements, Server Upgrades, Firewall Upgrades, & Battery Backups	\$ 49,000
(b) Fire Department Equipment Including but not Limited to: Hose Replacements, Chief's Vehicle Replacement, SCBA Replacements, & REDNMX Software	\$ 185,500
(c) Traffic and Roadway Improvements Including but not Limited to: Road & Parking Lot Resurfacing, Drainage Improvements, Restriping, Purchase of an Excavator, Purchase of a Tire Balancing Machine, & Purchase of a Hot Patcher	\$ 738,500
(d) Upgrades and Purchases related to Municipal Facilities and Parks Including but not Limited to: Shade Tree Replacements, Access Controls at Greenvue Park, Reconstruction of Town Hall Basketball Courts, New Roof on Fire Safety Building, Donation to the BOE for the N. Boulevard Playground, & Renovations to the Fire Company #2 Metal Building	\$ 247,500
(e) Police Equipment Purchases Including but not Limited to: ALPR Replacements, Patrol Rifles, Renovations to the Police Desk, E-Ticket Printers, Office Chairs for Dispatch, & Radio Repeater & Base	\$ 200,850
(f) Health Department Equipment Including but not Limited to Vehicle Replacements	\$ 40,000
(g) First Aid Squad Purchases Including but not Limited to an Ambulance	\$ 63,000
TOTAL	\$ 1,524,350

SECTION 2. The Capital Budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistencies herewith.

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

TOWNSHIP OF PEQUANNOCK

PLEASE TAKE NOTICE the following ordinance was introduced and passed on first reading at the **April 22, 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 **May 13, 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. 2025-07

ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF PEQUANNOCK WATER UTILITY, IN THE COUNTY OF MORRIS, STATE OF NEW JERSEY AND APPROPRIATING THE SUM OF \$300,000 FOR FINANCING THEREOF

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

SECTION 1. \$300,000 from the Capital Improvement Fund for the following improvements in and by the Water Utility of the Township of Pequannock, in the County of Morris, New Jersey:

Purpose	Amount Appropriated
a. Replacement & Upgrades of Hydrants and Meters, Including but not Limited to Full Replacements & Replacement Parts, for the Water Utility	\$ 95,000
b. Services Related to the Demolition of Greenview Water Tank	\$ 105,000
c. Acquisition of New Water Meter Reading Software	\$ 100,000
TOTAL	\$ 300,000

SECTION 2. The Capital Budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistencies herewith.

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

Ordinances for Introduction

ORDINANCES FOR INTRODUCTION

TOWNSHIP OF PEQUANNOCK

ORDINANCE NO. 2025-08

For Introduction May 13, 2025

**ORDINANCE ESTABLISHING MINIMUM AND MAXIMUM SALARIES AND PAY RATES
FOR DESIGNATED OFFICIALS AND EMPLOYEES OF THE TOWNSHIP OF
PEQUANNOCK.**

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF PEQUANNOCK IN THE COUNTY OF MORRIS, STATE OF NEW JERSEY AS FOLLOWS:

SECTION I. This ordinance shall amend the minimum and maximum salaries and pay rates for selected positions in the Township which are not covered by a collective bargaining agreement. The salaries indicated within the range are those that will be in effect retroactive to January 1, 2025 upon final passage of this ordinance in accordance with and subject to the provisions of Chapter 53 of the Township Code.

SECTION II. This ordinance shall remain in effect until a successive ordinance is passed amending minimum and maximum salaries.

<u>Title</u>	<u>Min</u>	<u>Max</u>
Accounts Clerk	\$ 38,000.00	\$ 59,000.00
Accounts Payable Clerk	\$ 38,000.00	\$ 62,000.00
Administrative Assistant- Hourly	NJ Minimum Wage	\$ 20.00
Administrative Assistant I	\$ 26,000.00	\$ 57,000.00
Administrative Assistant II	\$ 46,000.00	\$ 61,000.00
Administrative Assistant II/ Registrar	\$ 46,000.00	\$ 77,000.00
Animal Control Officer	\$ 36,000.00	\$ 52,000.00
Animal Control Officer- Hourly	\$ 15.00	\$ 35.00
Animal Shelter Clerk / Maintenance- Hourly	NJ Minimum Wage	\$ 23.00
Assistant to the Chief Financial Officer	\$ 45,000.00	\$ 80,000.00
Assistant Coach- Hourly	NJ Minimum Wage	\$ 35.00
Assistant Day Camp Director	\$ 300.00	\$ 6,000.00
Assistant Health Officer	\$ 88,000.00	\$ 115,000.00
Assistant Lake Manager	\$ 300.00	\$ 6,000.00
Assistant Day Camp Director	\$ 300.00	\$ 6,000.00
Assistant Swim Coach	\$ 300.00	\$ 6,000.00
Assistant to the Township Manager	\$ 42,000.00	\$ 54,000.00
Assistant Township Manager	\$ 50,000.00	\$ 85,000.00
Assistant Transportation Coordinator	\$ 30,000.00	\$ 52,000.00

<u>Title</u>	<u>Min</u>	<u>Max</u>
Assistant Zoning Officer	\$ 1,500.00	\$ 8,320.00
Assistant Zoning Officer - Hourly	\$ 15.00	\$ 35.00
Board Secretary	\$ 100.00/meeting	\$ 125.00/meeting
Chief of Police	\$ 156,000.00	\$ 220,000.00
Clerk (Accounts, Utility, Tax) - Hourly	NJ Minimum Wage	\$ 23.00
Clean Communities Coordinator	-----	\$ 3,000.00
Construction Official	\$ 88,000.00	\$ 175,000.00
Council Member	\$ 1.00	\$ 6,000.00
Court Administrator	\$ 56,000.00	\$ 105,000.00
Court Attendant- Hourly	\$ 15.00	\$ 35.00
Custodian	\$ 26,000.00	\$ 45,000.00
Custodian- Hourly	NJ Minimum Wage	\$ 21.00
Customer Service Representative	\$ 27,500.00	\$ 54,000.00
Day Camp Counselor	\$ 300.00	\$ 6,000.00
Day Camp Director	\$ 1,000.00	\$ 10,000.00
Deputy Court Administrator	\$ 39,000.00	\$ 60,000.00
Deputy Court Administrator- Hourly	\$ 15.00	\$ 35.00
Deputy Emergency Mgmt. Coordinator	\$ 1,000.00	\$ 6,000.00
Deputy Municipal Clerk	\$ 46,000.00	\$ 76,000.00
Deputy Registrar	\$ 46,000.00	\$ 76,000.00
Dial A Ride Driver	\$ 35,000.00	\$ 48,000.00
Dial A Ride Driver- Hourly	NJ Minimum Wage	\$ 22.00
Director of Finance/ Certified Municipal Finance Officer	\$ 65,000.00	\$ 140,000.00
Director of Parks & Recreation	\$ 78,000.00	\$ 121,000.00
Director of Public Works	\$ 96,000.00	\$ 145,000.00
Draftsperson- Hourly	NJ Minimum Wage	\$ 20.00
Emergency Management Coordinator	\$ 2,000.00	\$ 18,000.00
Enforcement Officer/ Engineering Inspector	\$ 55,000.00	\$ 85,000.00
Executive Confidential Secretary	\$ 45,000.00	\$ 90,000.00
Fire Official- Hourly	\$ 20.00	\$ 50.00
Fire Inspector- Hourly	\$ 15.00	\$ 25.00
Fire Safety Inspector - Hourly	\$ 20.00	\$ 50.00

<u>Title</u>	<u>Min</u>	<u>Max</u>
Fire Safety Inspector / Official	\$ 2,000.00	\$ 22,900.00
Flood Resilience Officer	\$ 46,000.00	\$ 110,000.00
Gate Guard- Hourly	NJ Minimum Wage	\$ 20.00
Head Coach - Hourly	\$ 20.00	\$ 50.00
Head Life Guard	\$ 1,000.00	\$ 10,000.00
Head Lifeguard- Hourly	NJ Minimum Wage	\$ 20.00
Health Educator- Hourly	\$ 20.00	\$ 50.00
Health Officer	\$ 100,000.00	\$ 153,920.00
Human Resources Administrator	\$ 54,000.00	\$ 72,000.00
Lake Manager	\$ 1,000.00	\$ 10,000.00
Land Use Secretary	\$ 51,000.00	\$ 81,000.00
Lifeguard- Hourly	NJ Minimum Wage	\$ 20.00
Municipal Alliance (MAC) Coordinator	\$ 500.00	\$ 5,200.00
Management Intern- Hourly	NJ Minimum Wage	\$ 20.00
Mayor	\$ 1.00	\$ 6,200.00
Media Specialist	\$ 1,200.00	\$ 2,400.00
Meter Reader- Hourly	NJ Minimum Wage	\$ 20.00
Municipal Clerk	\$ 65,000.00	\$ 115,000.00
Municipal Housing Coordinator	\$ 5,000.00	\$ 14,000.00
Municipal Court Judge	\$ 27,000.00	\$ 55,000.00
Municipal Prosecutor	\$ 10,000.00	\$ 32,000.00
Park Ranger	\$ 34,000.00	\$ 57,000.00
Park Ranger- Hourly	NJ Minimum Wage	\$ 20.00
Payroll Administrator	\$ 45,000.00	\$ 76,000.00
Payroll Clerk	\$ 35,000.00	\$ 60,000.00
Payroll Clerk- Hourly	NJ Minimum Wage	\$ 25.00
Planner/Zoning Officer	\$ 68,000.00	\$ 100,000.00
Police Dispatcher	\$ 41,000.00	\$ 68,000.00
Police Dispatcher- Hourly	NJ Minimum Wage	\$ 25.00
Police Dispatcher- Senior	\$ 53,000.00	\$ 78,000.00
Police Records Administrator	\$ 52,000.00	\$ 89,000.00
Principal Accountant	\$ 49,000.00	\$ 73,000.00
Program Assistant Coach	\$ 300.00	\$ 6,000.00

<u>Title</u>	<u>Min</u>	<u>Max</u>
Program Assistant Coach- Hourly	NJ Minimum Wage	\$ 25.00
Program Coordinator- (Recreation)	\$ 38,000.00	\$ 65,000.00
Program Coordinator- Hourly	NJ Minimum Wage	\$ 20.00
Program Head Coach	\$ 1,000.00	\$ 10,000.00
Program Instructor	\$ 300.00	\$ 6,000.00
Public Defender	\$ 3,000.00	\$ 15,000.00
Public Health Nurse	\$ 58,000.00	\$ 98,000.00
Public Health Nurse - Hourly	\$ 20.00	\$ 50.00
Public Works Inspector - Hourly	\$ 20.00	\$ 50.00
Race Coordinator	\$ 1,000.00	\$ 10,000.00
Qualified Purchasing Agent (QPA)	\$ 2,500.00	\$ 10,000.00
Recreation Coordinator	\$ 52,000.00	\$ 92,000.00
Recreation Program Coordinator - Hourly	NJ Minimum Wage	\$ 20.00
Recycling Coordinator	---	\$ 3,000.00
Registered Environmental Health Specialist - Hourly	\$ 20.00	\$ 50.00
Registrar of Vital Statistics	\$ 3,000.00	\$ 10,000.00
Registered Environmental Health Specialist I	\$ 54,000.00	\$ 65,600.00
Registered Environmental Health Specialist II	\$ 65,000.00	\$ 81,594.00
School Crossing Guard- Hourly	\$ 15.00	\$ 35.00
Seasonal Public Works Laborer (Roads, Parks, Solid Waste)- Hourly	\$ 13.00	\$ 25.00
Senior Environmental Health Specialist	\$ 77,000.00	\$ 106,427.00
Special Police – Class I- Hourly	\$ 15.00	\$ 35.00
Special Police – Class II- Hourly	\$ 15.00	\$ 35.00
Sub Code Inspector (Plumbing, Electrical, Fire, Building) - Hourly	\$ 20.00	\$ 52.00
Sub Code Official (Plumbing, Electrical, Fire, Building) - Hourly	\$ 20.00	\$ 52.00
Superintendent of Public Works	\$ 80,000.00	\$ 125,000.00
Swim Coach	\$ 1,000.00	\$ 10,000.00
Tax Assessor (PT)	\$ 35,000.00	\$ 62,000.00
Tax Collector	\$ 69,000.00	\$ 96,000.00
T-Ball Clinic Supervisor	\$ 300.00	\$ 6,000.00
Technical Assistant to the Construction Official	\$ 47,000.00	\$ 69,000.00

<u>Title</u>	<u>Min</u>	<u>Max</u>
Township Engineer	\$ 100,000.00	\$ 148,000.00
Township Manager	\$ 108,000.00	\$ 177,000.00
Transportation Coordinator (Dial-A-Ride)	\$ 44,000.00	\$ 68,000.00
Transportation Service Director (Dial-A-Ride)	\$ 2,000.00	\$ 6,240.00
Treasurer	\$ 50,000.00	\$ 86,000.00
Utility Collector	\$ 49,000.00	\$ 70,000.00
Violations Clerk	\$ 25,000.00	\$ 33,300.00
Violations Clerk- Hourly	NJ Minimum Wage	\$ 25.00
W-2; T-3 Licensed Operator	\$ 9,600.00	\$ 15,000.00
Water Superintendent / Licensed Operator	\$ 94,000.00	\$ 117,000.00

Resolutions

RESOLUTIONS

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council approving the designated special event permit application (Pequannock First Aid Squad Oktoberfest).

Resolution No. R2025-108

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

WHEREAS, the cost of municipal services in support of the event was waived by the Township Council;

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 First Aid Squad Oktoberfest	Town Hall Field	September 27, 2:00 p.m. to 9:00 p.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: May 13, 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 First Aid Squad
EVENT: Octoberfest
DAY & DATE: Saturday September 27, 2008 HOURS: 2pm to 9pm
LOCATION: Town Hall Field

ESTIMATED NUMBER OF PARTICIPANTS/ATTENDEES: 1000

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: Greg Renna
ADDRESS: 37 Manor Ave PHONE: 201 926 6171
CITY, STATE, ZIP: Pompton Plains NJ 07444 EMAIL: treasurer@pequannockns.org

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.

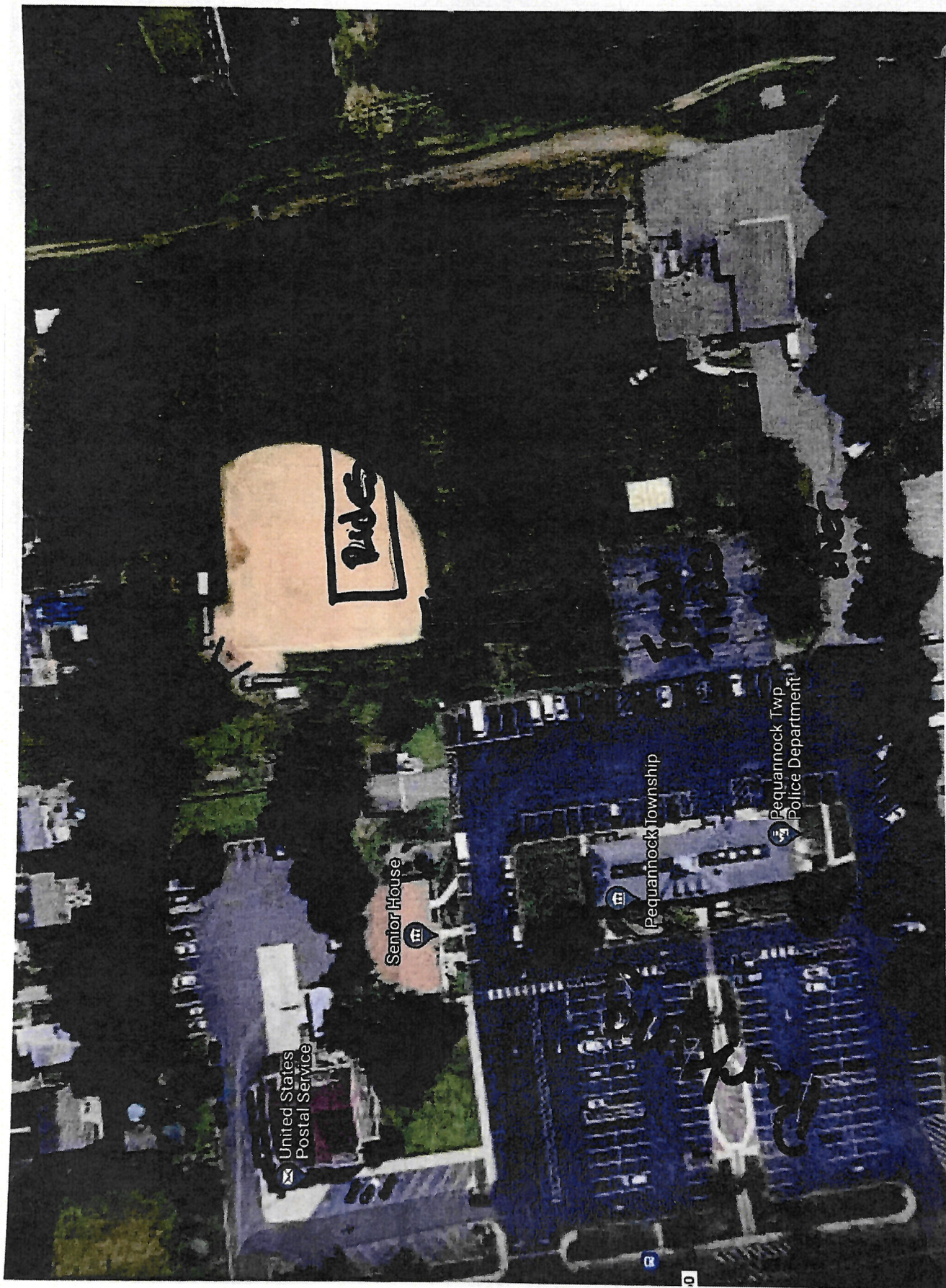
PROPERTY OWNER SIGNATURE: _____

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? On site trash

What arrangements will be made for traffic control? Pequannock Police

Signature: [Signature] Title: treasurer Date: 9/14/25

FOR OFFICE USE ONLY:	☐ Cash	Rec'd By:	LICENSE NO.
Fee Paid: \$100.00	☐ Check No. _____	Date:	





PEQUANNOCK TOWNSHIP
FIRST AID AND RESCUE SQUAD INC.
CELEBRATING 70 YEARS OF DEDICATED SERVICE

April 11, 2025

Dear Property Owner,

The Pequannock Township First Aid & Rescue Squad has filed an application with the Township of Pequannock for the Benefit Concert and Food Truck Festival to be held on September 27, 2025 at the Recreational Field located behind Town Hall and adjacent to the First Aid Squad building. This application will be considered for approval during the Township Council meeting on May 13, 2025 at the Municipal Building, located at 530 Newark-Pompton Turnpike, Pompton Plains . The meeting is scheduled to begin at 7:00 p.m. and any objections to the festival will be heard at that time. The application and supporting documents are available for review in the Township Clerk's office located in the Municipal Building.

The First Aid Squad is a non-profit, 100% volunteer organization dedicated to providing emergency medical service to the residents of Pequannock Township seven days a week and 365 days a year. While the services rendered are provided at no cost to the residents, the organization is responsible for the purchase of necessary equipment and supplies. This fundraiser is designed to help curtail those costs and allow the squad to continue to serve the community. As such, we would greatly appreciate your support in this endeavor.

Sincerely,

Greg Renna

Greg Renna
Oktoberfest Committee Chairman

SERVICE BY PEOPLE WHO CARE

Pequannock Township First Aid and Rescue Squad Inc.
PO Box 24
Pequannock, NJ 07440

Internet: pequannockems.org
Phone: 973-835-6987
Fax: 973-835-0743

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council approving the designated special event permit application (Holy Spirit School Annual Carnival 2025).

Resolution No. R2025-109

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

WHEREAS, the cost of municipal services in support of the event was waived by the Township Council; 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
Holy Spirit School Annual Carnival 2025	300 Newark Pompton Turnpike	June 3, 4, 5, 6 & 7 6:00 pm – 11:00 pm

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:	Holy Spirit School	RECEIVED MAY - 7 2025 HOURS: 6-11pm TOWNSHIP CLERK PEQUANNOCK TOWNSHIP, NJ
EVENT:	Annual Carnival 2025	
DAY & DATE:	June 3,4,5, 6 & 7	
LOCATION:	330 newark pompton turnpike, Pequannock, NJ 07440	
ESTIMATED NUMBER OF PARTICIPANTS/ATTENDEES:		

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: Sister Marie Antonelli

ADDRESS: 3 New Street PHONE: 201-396-0646

CITY, STATE, ZIP: Pequannock, nj 07440 EMAIL: specialevents.hss@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? <u>Volunteers will handle recycling and trash disposal</u>		

What arrangements will be made for traffic control? Pequannock Police on Site

Signature

Title

Date

FOR OFFICE USE ONLY:

☐ Cash

Rec'd By:

LICENSE NO.

Fee Paid: \$100.00

☐ Check No. _____

Date:

5/2014

330 Newark Pompton Turnpike
Pequannock, New Jersey 07440



Phone: 973-835-5680
Fax: 973-835-1757
holyspiritschoolpequannock.org

A Middle States Accredited School

April 20, 2025

Dear Neighbors:

Holy Spirit School will once again sponsor its successful Annual Carnival on June 3th thru June 7th, 2025 on Holy Spirit Church/School property. The hours will be Tuesday, Wednesday, Thursday from 6 to 10 pm, Friday and Saturday 6 to 11 pm.

This event will be heard at the Council Meeting on Tuesday, May 13, 2025 at 7pm at Pequannock Town Hall. If you have any objections regarding any of the above, please call the Township Clerk at 973-835-5700.

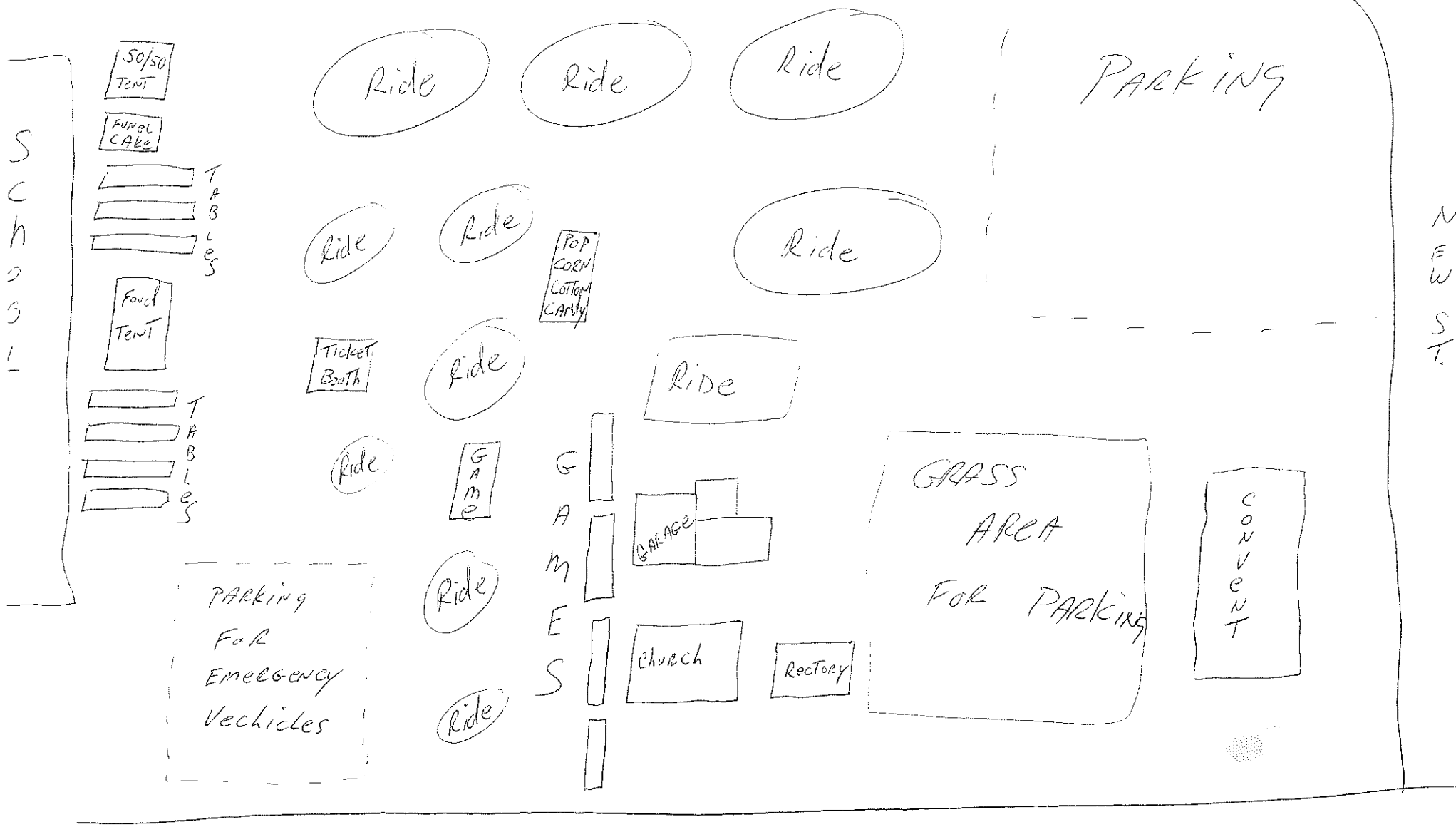
Sincerely,

Sandra Snellen

*Sandra Snellen
Carnival Committee Member*

cc: Sr. Marie Antonelli, M.P.F.

NEW ST.



NW 2K Pompton Turnpike

TOWNSHIP OF PEQUANNOCK

Resolution Providing for the Insertion of a Special Item of Revenue in the 2025
Solid Waste Utility Budget Pursuant to NJSA 40A:4-87 (Chapter 159, P.L.1948)

Resolution No. R2025-110

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Council of Township of Pequannock in the County of Morris, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the Solid Waste Utility budget for the year **2025** in the sum of **\$23,509** which is now available from:

Miscellaneous Revenue

Special Items of Revenue Anticipated with Consent of the Director of DLGS
2025 Recycling Tonnage Grant (FY 2022)

BE IT FURTHER RESOLVED, that the like sum of **\$23,509** is hereby appropriated under the caption;

General Appropriations

2025 Recycling Tonnage Grant (FY 2022)

Adopted: May 13, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council approving Change Order No. 1 for the Pompton Plains Train Station renovation increasing the contract with Alden Bailey Restoration Corp of Ridgefield, CT by \$4,524.88 to a revised contract price of \$329,334.88

Resolution No. R2025-111

WHEREAS, on **January 28, 2025** the Township Council adopted Resolution No. **R2025-60** awarding the contract for the **Pompton Plains Railroad Station** project to Alden Bailey Restoration Corp of Ridgefield, CT; and

WHEREAS, the Chief Financial Officer of the Township of Pequannock has certified that: 20-286-02-183-020 (Open Space OE) has funds available in the amount of \$4,524.88 for Change Order #1 for the Pompton Plains Train Station Renovation; and

WHEREAS, the Township's engineer has recommended the contract be amended to reflect the following changes as outlined in **Change Order No. 1**:

ORIGINAL CONTRACT AMOUNT:	\$ 324,810.00
TOTAL OF REVISIONS IN CHANGE ORDER 1	\$ 4,524.88
TOTAL REVISED CONTRACT AMOUNT:	<u>\$ 329,334.88</u>

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

1. Change Order No. 1, increasing the contract for the **Pompton Plains Train Station Restoration** as outlined above is hereby approved.
2. The Township Manager is authorized to execute the Change Order documents.
3. The Township Clerk is directed to forward a certified copy of this resolution to the Township Manager and Chief Financial Officer.

Adopted: May 13, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

Certification of Available Funds

Number: Resolution No. 2025-111

I, Julie Kupilik, Chief Financial Officer, certify that: 20-286-02-183-020 (Open Space OE) has funds available in the amount of \$4,524.88 for Change Order #1 for the Pompton Plains Train Station Renovation.

A handwritten signature in black ink, appearing to read "Julie McIvor", with a long horizontal stroke extending to the right.

Julie McIvor
Chief Financial Officer

5/8/25
Date



AIA®

Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
 Pompton Plains RR Station-Bidding and
 Construction Administration Services
 33 Evans Place
 Pompton Plains, NJ 07444

CONTRACT INFORMATION:
 Contract For: General Construction

 Date:

CHANGE ORDER INFORMATION:
 Change Order Number: 001

 Date: 5/8/2025

OWNER: *(Name and address)*
 Township of Pequannock
 530 Newark Pompton Turnpike
 Pompton Plains, NJ 07444

ARCHITECT: *(Name and address)*
 HMR Architects, P.A.
 821 Alexander Road, Suite 115
 Princeton, NJ 08540

CONTRACTOR: *(Name and address)*
 Alden Bailey Restoration Corp.
 54 Danbury Road
 Ridgefield, CT 06877

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Additional Scope Request, Revision 1, dated 5/8/2025:

- 1) Replace two angle braces: \$4,319.80
- 2) Replace all platform boards: \$16,788.68

Credit for Allowance No. 1: - \$5,000

Credit for Allowance No. 2: - \$7,500

Credit for platform board replacement in base scope: - \$4,083.60

Total for Change Order No. 001: - \$4,524.88

The original Contract Sum was	\$	324,810.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	324,810.00
The Contract Sum will be increased by this Change Order in the amount of	\$	4,524.88
The new Contract Sum including this Change Order will be	\$	329,334.88

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

HMR Architects, P.A.
ARCHITECT *(Firm name)*

Alden Bailey Restoration Corp.
CONTRACTOR *(Firm name)*

Township of Pequannock
OWNER *(Firm name)*

SIGNATURE

Kurt Leasure, Vice-President
PRINTED NAME AND TITLE

DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council authorizing an application to the Morris
County Community Development Block Grant (CDBG) Program

Resolution No. R2025-112

WHEREAS, the Township of Pequannock wishes to submit an application to utilize funds available through the Community Development Block Grant program.

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of Pequannock, in the County of Morris and State of New Jersey authorizes an application to the Morris County Community Development Block Grant (CDBG) Program for the Senior House Bathroom ADA Upgrades project described in the application attached hereto. If awarded CDBG funds, the Township of Pequannock shall implement the activities in a manner to ensure compliance with all applicable federal, state and local laws and regulations.

Adopted: May 13, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

COUNTY OF MORRIS



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

2025 APPLICATION PACKAGE

**Department of Human Services
Office of Community Development
TELE: (973) 285-6853
FAX: (973) 285-6713
TDD (711 NJ Relay Center)**

DEADLINE DATE: April 3, 2025

**Invitation to Apply for a Fiscal Year 2025
Morris County Community Development Block Grant
as funded by the
US Department of Housing and Urban Development**

You are invited to submit an application to the County of Morris for Community Development Block Grant (CDBG) funding. The applications are due by **April 3, 2025, at 4:00 PM** to the Morris County Office of Community Development. A drop box is located at 1 Medical Drive, Suite 100, Morris Plains (please advise if using this option) or the application may be mailed to Office of Community Development, County of Morris, POB 900, Morristown, NJ 07963-0900 to be eligible for funding consideration. There are no exceptions to the deadline for submission of the application. Mailed applications must be received by the above-listed deadline to be considered for funding.

The County anticipates receiving approximately **\$1.9 million in** Fiscal Year 2025 from the US Department of Housing and Urban Development (HUD) for the CDBG Program, **\$866,000** for the HOME Program and **\$167,000** for the ESG Program. No more than 15% of the annual CDBG allocation received by Morris County may be used for public service activities.

The CDRS Committee has recommended that the funding limits for Facilities Improvements remain at \$125,000 and Housing remain at \$150,000 and Public Services remain at \$50,000.

In making decisions for funding this year, Morris County will consider factors such as the eligibility and national objective to assist low- and moderate-income individuals for each project, whether the project provides substantial community benefits and the **readiness for implementation of the project**. Matching funds are not required for CDBG, but HOME requires a 25% match and ESG requires a 100% match. Only one application for each funding source (CDBG, HOME and ESG) per applicant is allowed. *Refer to separate application for any HOME or ESG funding activities.*

Enclosed is an application and general list of CDBG eligible activities. If you have any questions about eligibility for your activity, please contact Community Development at 973-285-6853. Please note that the application requires approval by the governing body (municipal or non-profit) and must be signed by the Mayor or an authorized representative of the non-profit applicant. A certification is not required for "County-wide" non-profit service applications.

There are **RECOMMENDED** Orientation meetings, which will be conducted via Webex (dates to be determined). All applicants **must** present their projects to the CDRS Committee. You will be notified of the date and time for your presentation and all other meetings via e-mail, as indicated on your application. Please note that presentation meetings may be virtual and depending on the number of submitted applications, **only one day may be necessary to accommodate all presentations**. The date(s), time(s) and meeting link(s) will be posted on the Morris County Office of Community Development Website once determined.
<https://www.morriscountynj.gov/Departments/Community-Development>

**County of Morris ❖ Division of Community and Behavioral Health, PO Box 900, Morristown,
❖ NJ 07960. Physical address: 1 Medical Drive Suite 100 Morris Plains NJ 07950 ❖
Telephone: 973-285 -6853 ❖ Facsimile: 973-285-6713 ❖ e-mail: lolichtenberg@co.morris.nj.us**

During the orientation meeting, information will be presented on the program basics. This will help you select an eligible project and prepare your application. CDBG projects must serve lower income residents. Municipal maps depicting the low-moderate income areas in each of the participating municipalities is provided on the Morris County Human Services, Office of Community Development website:

(<https://www.morriscountynj.gov/Departments/Community-Development/CDBG-Maps>).

NOTE: Service area is not the same as location. You must consider who benefits from the project. Further, if new low-mod income information is released before projects are awarded which makes a project no longer eligible, communities will have the opportunity to revise their request.

Please note that Federal wage rates (Davis-Bacon Act) apply to all construction or renovation projects under this program if the contract is \$2,000 or more for non-housing, or if the project includes 8 or more CDBG-assisted housing units. Renovation or construction of buildings used for the general conduct of government, (borough halls or township buildings or garages), is **NOT** an eligible activity, unless the scope of the project is limited to the removal of architectural barriers to provide **handicap accessibility** in compliance with ADA requirements.

The application must include a complete project description, with a current cost estimate prepared by an individual knowledgeable in the preparation of such estimates, using federal construction requirements, including, but not limited to, Federal prevailing wage rates.

Please note that effective for all grants awarded after April 2022, HUD requires that all entities receiving funding provide their Unique Entity Identifier (UEI) number and be registered in the SAM.gov system to ensure that they can receive federal funding. Your UEI number is requested on the application. Non-profit applicants must also provide a copy of their Business Registration Certificate (BRC) and an executed W-9 form.

Morris County takes fair housing responsibilities very seriously. All participating municipalities must adopt the attached draft municipal resolution that reinforces your municipality's commitment to federal and state fair housing regulations and must post the Fair Housing Notice (refer to Exhibit G) on your website.

Thank you for considering the submission of an application to the Morris County Community Development Block Grant Program. We look forward to working with you to ensure a successful year of grant applications. Please do not hesitate to contact our office with any questions concerning the enclosed grant application.

MORRIS COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
APPLICATION
2025

**APPLICATIONS MUST BE RETURNED TO THE OFFICE OF
COMMUNITY DEVELOPMENT BY April 3, 2025 - 4PM
(DROPBOX)1 MEDICAL DRIVE, SUITE 100,
MORRIS PLAINS, NJ 07950
OR BY MAIL:
POB 900 MORRISTOWN, NJ 07963-0900**

PROJECT SELECTION CRITERIA

- ☐ Completeness of application
- ☐ Detailed project description
- ☐ Project eligibility
- ☐ Meets a national objective justification (i.e., low/mod benefit rationale)
- ☐ Project can be completed within a reasonable time frame – one year
- ☐ Provides substantial community benefit
- ☐ Municipality has engaged and will pay for Engineering or will complete Engineering procurement under CDBG rules

INSTRUCTIONS FOR THE MORRIS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION

1.	Prepare your FY 2025 CDBG application in a clear, comprehensive, and concise manner. Remember to <u>complete all sections</u> and provide sufficient documentation to ensure fair consideration of your application. All applications must be submitted with original signatures, single sided copies and provide a complete electronic version of your application.
2.	When appropriate, provide current Architect and/or Engineer's cost estimates. No application will be reviewed proposing construction activities without this information and will be cause for rejection of the application.
3.	When funds are requested for public services that include requests for funding for personnel, provide personnel and job descriptions with detailed salary and wage information.
4.	All applicants must provide an <u>area map</u> noting the location of the project. Use the map from the Office of Community Development website (https://www.morriscountynj.gov/Departments/Community-Development/CDBG-Maps) Please provide enough detail to describe your service area. Note street names and other landmarks for ease of identification.
5.	Please provide a photograph of the project site and surrounding buildings. (<u>Photographs in an electronic/digital format are required along with print versions</u>). If the building is historic, all work must be done in compliance with the US Secretary of the Interior's Standards. Please note if the project is located in an historic area.
6.	<u>Project leveraging</u> is not required but is suggested. Please complete the <u>Budget Narrative Attachment</u> , using actual or prospective funding. A written agreement means you have funding approval. Without a written agreement, funding is considered tentative or prospective.
7.	Use the budget page from the application or an equivalent form. Please be advised that Morris County CDBG Program funds WILL NOT pay for the following: • Indirect costs - However, per 2 CFR Part 200.414 up to 10% of the grant may be used for indirect costs such as overhead – office space, utilities, telephone, etc. and supervisory persons who do not keep a specific time sheet for the CDBG activity. • Food – Unless essential to the client services such as nutrition and food preparation classes or a food bank, no food or entertainment may be purchased with CDBG funds. • For public service activities – Facility maintenance or repair is not eligible. Apply for public improvement funds if your building is in need of rehabilitation. • Work that is contracted for prior to the execution of the agreement with the County or that has not been competitively procured cannot be paid with CDBG funds. This includes construction as well as professional services. All work paid for with CDBG funds must be competitively bid. We will provide the required federal bid documents to add to your bid package.

8.	Morris County will only pay for Engineering or Architectural work if such services were competitively procured using an acceptable form of RFP per CDBG requirements. Since most projects cost more than the CDBG funds allocated, we expect that CDBG funds will be used to pay for the project construction, labor, and materials costs and the municipality, or the non-profit will pay for the architectural or engineering cost (unless included in budget section of the application).
9.	Please ensure that your application has been signed by the appropriate municipal or agency official. Approval by your Governing Body is required for submission of the application. Applications must be discussed at a public meeting and an agenda must be submitted showing the action. Please provide a copy of the resolution. A sample is included for your use.
10.	Vehicle Purchase (Only one vehicle will be approved by CDRS committee per funding year).
11.	Conflict of Interest/Code of Conduct Policy 24 CFR 570.611 (Exhibit H): Federal law prohibits employees and public officials from exercising any functions or responsibilities with respect to HUD funded activities in which they may obtain a financial interest or benefit, either for themselves or for any person with whom they have a business or immediate family ties. Provide a copy of your Conflict of Interest/Code of Conduct Policy applicable for all officers, employees, agents, consultant or elected or appointed official per 24 CFR 570.611. Sample is attached as part of Exhibit H for reference.
All applications will be reviewed by the staff of the Office of Community Development to determine eligibility. If additional information is required, you will be contacted by a representative of this Office.	

PLEASE NOTE:

If you are contacted to provide additional information to support your application, the final date to cure the noted omission or defect will be April 16, 2025.

APPLICANT INFORMATION AND PROJECT ABSTRACT

1.	Project Name:		
2.	Eligible CDBG Activity: (See Exhibit A)		
3.	CDBG Funding Year: FY 2025		
4.	Name of Applicant (Municipality or Non-profit):		
5.	Address:		
6.	Telephone:	7.	Facsimile:
8.	Federal Tax ID No.:	8a.	UEI:
8b.	Attach SAM.gov Proof of Registration and CAGE Number	8c.	Non-Profits: Attach BRC, W-9 and IRS 501(c)3 Letter
9.	Type of Organization: ☐ Municipality ☐ Non-Profit		
10.	Name of Principal Contact Person:		
11.	Title:	12.	Email address:
13.	Amount of CDBG funds requested ¹ : \$		
14.	Funds committed from other sources: \$		
15.	Total project cost (Line 13 + Line 14): \$		
16.	Location of proposed project: (For purposes of GIS mapping, please provide a specific, US Post Office recognized address in or near the project site – i.e.: 132 Main St. Please do not provide a range or intersection)		
17	Attach photographs or email photos of the project site including streetscapes surrounding the project location.		

¹NEW funding limits: Facilities and Improvements: \$125,000
 Housing: \$150,000. Services remain at \$50,000.

PROJECT DESCRIPTION

Briefly describe the proposed project. The narrative should include: 1) the need or problem to be addressed, 2) the population to be served or the area to benefit, 3) the work to be performed, including the activities to be undertaken or the services to be provided, 4) the method of approach, and 5) the implementation schedule. **Attach additional sheets if necessary.**

Check here if the structure is historic ☐ Year constructed _____

Check here if the project is located in a flood plain ☐ Attach flood plain map as applicable.

CDBG ELIGIBLE ACTIVITIES¹

Place a checkmark in **one** of the following boxes that describes your proposed activity.

Public Facilities:

- | | |
|--|--|
| ☐ Streets, curbs, sidewalks
☐ Storm and sanitary sewers
☐ Water lines
☐ Parks | ☐ Community centers, senior centers
☐ Parking lots
☐ Fire Stations
☐ Other, specify _____ |
|--|--|

Public Services:

- | | |
|--|--|
| ☐ Childcare
☐ Recreation programs
☐ Public safety services
☐ Services for senior citizens
☐ Drug abuse counseling
☐ Services for victims of domestic violence or persons with disabilities

☐ Paying for the cost of operating and maintaining that portion of a facility in which one or more of the above services are provided

☐ Other (specify): _____ | ☐ Health care
☐ Education programs
☐ Fair housing activities
☐ Services for homeless people
☐ Energy conservation counseling and testing
☐ Vehicle Purchase (Only one vehicle will be approved by CDRS committee per funding year) |
|--|--|

Other:

- | | |
|--|--|
| ☐ Acquisition
☐ Demolition
☐ Housing Rehabilitation | ☐ Homeownership assistance (down payment and closing costs)
☐ Planning
☐ Economic Development |
|--|--|

¹See Exhibit A - Eligible activities

US HUD CDBG STATUTORY JUSTIFICATION MEETING A NATIONAL OBJECTIVE ¹

SELECT ONE

A. LMI Area Benefit | # Persons Served: _____

☐ **Census Data** – (Please reference the **LMI Area map** provided by Morris County)

Census Tract and Block Group

#: _____

Area population: _____ LMI Population: _____ LMI %: _____

OR

☐ **Survey Data** – Check this box if you intend to utilize household income surveys to document the size and annual income of each person receiving the benefit. Note: At least 51% of the program beneficiaries must be persons whose family income does not exceed the limits summarized in **Exhibit B – National Objective Qualifiers**.

****Note:** Public service activities CANNOT be qualified through the Area Benefit National Objective.

B. LMC Limited Clientele | # Persons Served: _____

If the proposed activity is a public service and is limited to a specific group of people, at least 51% of whom are low- and moderate-income persons, indicate which of the three categories of limited clientele activities best describes the activity by placing a checkmark in the appropriate box.

☐ **Presumed benefit** - place a checkmark in the box that describes the beneficiaries of the proposed service: (**NOTE: Handicap Barrier Removal Projects should check Presumed Benefit/Severely Disabled Adults below**).

- | | |
|--|---|
| ☐ Abused children
☐ Elderly persons
☐ Homeless persons
☐ Persons living with AIDS | ☐ Battered spouses
☐ Severely disabled adults (use census population report definition)
☐ Illiterate adults
☐ Migrant farm workers |
|--|---|

☐ **Family size and income** – Check this box if you intend to utilize household income surveys to document the size and annual income of each person receiving the benefit. Note: at least 51% of the program beneficiaries must be persons whose family income does not exceed the limits summarized in **Exhibit B – National Objective Qualifiers**.

☐ **Nature and location of activity** – Check this box if the nature and location of the activity are such that it will be used predominantly by low- and moderate-income persons. For example, a day care center designed to serve residents of a public housing development. Attach an explanation of how the activity meets this objective.

C. LMH Housing | # Households

Served: _____

☐ **Housing** – Check this box if you will use funds to benefit low – and moderate-income homeowners or renters. Each unit must be occupied by a low- and moderate-income household.

D. Slums/Blight | # Buildings Assisted: _____

☐ Only Public Facility building rehabilitation or demolition can be qualified as a “slums and blight” activity.

¹See Exhibit B – National Objectives for additional information

LINE-ITEM BUDGET FORM – SERVICE PROJECTS (SALARIES)

Name of Applicant:

Project Name:

Instructions: Please use the following format to present your proposed line-item budget. In Column A, list the items for which you anticipate the need for CDBG funds. In Column B, provide the calculation explaining how you arrived at the estimated cost of the line item. In Column C, provide the projected request for CDBG funds. On the **Budget Narrative Attachment** provide a description of other funds and volunteer and donated services/resources to be used in the project.

A	B	C
Budget Item	Calculation	CDBG Request
PERSONNEL		
Salaried Positions – Job Titles	Provide rate of pay (hourly/salary) and percentage of time spent on project (Full-Time Equivalent) or hours per week	
Salaries Total		
Fringe Benefits		
PERSONNEL TOTAL	Total of Personnel & Fringe Benefits	
OPERATING COSTS	Provide description of how you arrive at total for each line item	
Supplies		
Equipment		
Rent/Lease		
Insurance		
Printing		
Telephone		
Travel		
Other		
TOTAL OPERATING COSTS		
CONTRACT SERVICES		
TOTAL CONTRACT SERVICES		
BUDGET TOTAL		

LINE-ITEM BUDGET FORM –SERVICE (UNITS) PROJECTS
--

Name of Applicant:

Project Name:

Instructions: Please use the following format to present your proposed line-item budget. In Column A, list the items for which you anticipate the need for CDBG funds. In Column B, provide the calculation explaining how you arrived at the estimated cost of the line item. In Column C, provide the projected request for CDBG funds. On the **Budget Narrative Attachment** provide a description of other funds and volunteer and donated services/resources to be used in the project.

[illegible]

LINE-ITEM BUDGET FORM – CONSTRUCTION/ACQUISITION PROJECTS

Name of Applicant:

Project Name:

Instructions: Please use the following format to present your proposed line-item budget. In Column A, list the items for which you anticipate the need for CDBG funds. The list provided in Column A is an example of costs that can be expected to be incurred for a construction/acquisition project. Please include any additional budget lines as an attachment. In Column B, provide the calculation explaining how you arrived at the estimated cost of the line item. In Column C, provide the projected request for CDBG funds. On the **Budget Narrative Attachment** provide a description of other funds and volunteer and donated services/resources to be used in the project.

A	B	C
Budget Item	Calculation	CDBG Request
DETAIL SCOPE OF WORK AND COST ESTIMATE FOR EACH ITEM		
Acquisition		
Acquisition of Real Property		
Legal/Real Estate Services		
Appraisal/Inspections/Survey		
Relocation/URA Payments		
Design and Engineering		
Professional Contracts		
Environmental Surveys & Testing		
Other Professional Services		
Construction		
Construction Contracts		
Construction Management and Oversight		
Permitting		
Clearance/Demolition		
Materials		
Contingency		
Project Administration		
Other Non-Personnel Expenses		
Other _____		
Other _____		
BUDGET TOTAL		

BUDGET NARRATIVE ATTACHMENT

- 1. Describe your plans to use other funds on this project. In this section, only describe funds that have been secured. Provide the source of funds, amounts, and how these funds will be used. Describe your use of donated goods and services. Estimate the value of these goods and services.**

- 2. Check if any of the following will be used in the project.**

- | | |
|---|---|
| ☐ NJ DOT | ☐ HOPE VI Funding |
| ☐ Section 202 Supportive Housing for the Elderly | ☐ HOME Program |
| ☐ Section 811 Supportive Housing for Persons with Disabilities | ☐ CoC Homeless Assistance Programs |
| ☐ Low Income Housing Tax Credit (LIHTC) | ☐ HOPWA |
| ☐ Other Federal or State (list): | ☐ Healthy Homes Grants Lead |
| | ☐ Hazard Control Grants |
| | ☐ Homeownership Opportunity Programs |

- 3. Explain why you consider your program to be a local priority.**

- 4. Schedule for Implementation**

A. Discuss Site Control

B. Identify any permits or other approvals needed

APPLICANT ORGANIZATIONAL INFORMATION

Project Administration

Describe the staff, volunteers, consultants, or board members who will be directly associated with this project/service and their responsibilities. Provide an organization chart, including employee names and titles, to characterize how this program/service fits into the overall organizational structure. Describe overall program delivery strategy.

Monitoring

Briefly describe how you will monitor progress in implementing the program. Attach copies of all data collection tools that will be used to verify achievement of program goals and objectives. Describe who will be responsible for monitoring progress.

Insurance/Bonding/Worker's Compensation

State whether or not the agency has liability insurance coverage, in what amount, and with what insuring agency. State whether or not the agency pays all payroll taxes and worker's compensation as required by federal and state laws. State whether or not the agency has fidelity bond coverage for principal staff who handle the agency's accounts, in what amount, and with what insuring agency.

APPLICANT ORGANIZATIONAL INFORMATION

CONTINUED

Financial Capacity

Describe the agency's current operating budget, itemizing revenues, and expenses. Identify commitments for ongoing funding. Describe the agency's fiscal management, including financial reporting, record keeping, accounting systems, payment procedures, and audit requirements.

Non-Profit Applicants Only: Please attach the following information to your application:

Application Checklist: (non-profit applicants only)

- Articles of Incorporation / Bylaws
- Non-profit determinations (tax exempt letter from IRS and/or state)
- List of Board of Directors
- Organizational chart
- Resumes of chief program administrator and chief fiscal officer
- Financial statement and audit
- W-9 Form
- Business Registration Certificate (BRC)
- Resolution from Board of Directors authorizing grant application
- SAM.gov proof of registration and CAGE number
- Evidence of application presentation at public meeting

I CERTIFY THAT THE INFORMATION IN THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

Applicants Signature: _____

Name: _____ Date: _____

APPLICATION CHECKLIST MUNICIPAL FACILITIES PROJECTS

	Yes	No	N/A
• Application completed and certification signed			
• Project location map attached			
• Architect / Engineer cost estimates			
• Provide photographs in print and electronic format			
• Municipal Council Resolution approving submission of application and evidence of presentation at public meeting (agenda)			
• Municipal Council Resolution supporting fair housing regulations			
• SAM.gov proof of registration and CAGE number			
• Will this be a phased project? (If so, please be advised Section 3 will be triggered after a phased project reaches \$200,000 in program funding years.) • If yes, please provide year of previous phase. _____ • How many phases if so, will this project be? _____			

I CERTIFY THAT THE INFORMATION IN THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

Applicants Signature: _____

Name: _____ Date: _____

EXHIBIT A - CDBG BASIC ELIGIBLE ACTIVITIES

The following activities may be funded by the CDBG Program, so long as they meet one or more of the National Objectives.

1. Acquisition of real property by purchase, long-term lease (15+ years), donation, or otherwise, of real property for any public purpose, subject to limitations.
2. Disposition of real property acquired with CDBG funds through a lease or donation, or otherwise; or its retention for public purposes.
3. Acquisition, construction, reconstruction, rehabilitation, or installation of public facilities and improvements, except buildings for general conduct of government. Eligible facilities include those serving persons having special needs such as homeless shelters, convalescent homes, hospitals, nursing homes, battered spouse shelters; half-way houses for runaway children, drug offenders or parolees, group homes for mentally retarded persons; and temporary housing for disaster victims.
4. Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites.
5. Provision of public services (including labor, supplies and materials) such as those concerned with childcare, health care, education, job training, public safety, fair housing counseling, recreation, senior citizens, homeless persons, drug abuse counseling and treatment, and energy conservation counseling and testing. The services must meet each of the following criteria:
 - A service must either be new or be a quantifiable increase in the level of a service above that which has been provided with state or local funds in the previous twelve calendar months; and
 - The amount obligated for public services shall not exceed 15 % of the annual grant, plus 15% of the program income received from the previous year.
6. Removal of material and architectural barriers, which restrict the mobility and accessibility of elderly or handicapped persons to publicly owned and privately owned buildings, facilities, and improvements.
7. Rehabilitation of privately and publicly owned buildings and improvements for residential purposes.
8. Rehabilitation of publicly or privately owned commercial or industrial buildings, except that the rehabilitation of such buildings owned by a private for-profit business is limited to improvements to the exterior of the building and the correction of code violations.
9. Improvements to buildings to increase energy efficiency.
10. Rehabilitation, preservation, or restoration of historic properties.
11. Provision of credit, technical assistance, and general support (including peer support programs, counseling, childcare, transportation, etc.) for the establishment, stabilization, and expansion of micro enterprises. A micro enterprise is a business with five or fewer employees, one or more of whom owns the business.
12. Provision of assistance to private for-profit business where appropriate to carry out an economic development project. Any project funded must be able to document the creation or retention of a certain number of jobs, depending on the type of project proposed.

EXHIBIT B - National Objective Qualifiers

In order to be considered as benefiting a low or moderate-income person, an activity must fall into one of the categories below.

Area Benefit: Morris County is an “exception level” community. Census areas with 24.11% low- moderate income or above qualify for funding. However, smaller areas may qualify based on an income survey. When surveys are needed, at least 51% of the residents within the targeted activity area must be low-moderate income persons. The activity may also be available to all persons in the area regardless of income.

Limited Clientele: To qualify under this subcategory, a limited clientele activity must fulfill one of the following tests.

- Clientele must be one of the following groups:
 - Abused children
 - Elderly persons
 - Battered spouses
 - Homeless persons
 - Adults meeting the US Census Bureau’s definition of severely disabled persons
 - Illiterate adult
 - Person living with AIDS
 - Migrant farm workers; or
- At least 51% of the clientele must be low-moderate income persons; or
- The activity must be of such a nature and in such a location that it may reasonably be concluded that the clientele will be low-moderate income persons; or
- The activity must serve to remove material or architectural barriers to the mobility or accessibility of elderly persons or of severely disabled adults; or
- The activity must take the form of micro enterprise assistance carried out in accordance with 24 CFR 570.201(o); or
- The activity must provide job training and placement and/or other employment support services, including, but limited to peer support programs, counseling, childcare and other similar services, in which the percentage of low-moderate income persons assisted is less than 51%. This situation qualifies under the limited clientele objective only in the following circumstance:

“In such cases where such training or provision of supportive services assist business (es), and the only use of CDBG assistance received by the business is to provide the job training and/or supportive services; and the proportion of the total cost of the services borne by CDBG funds is no greater than the proportion of the number of persons benefiting from the services who are low-or moderate income”.

Housing – The activity must result in housing that will be occupied by low-moderate income persons upon completion. The housing can be either owner- or renter occupied and can be either one family or multi-unit structures. Rental housing must be occupied at affordable rents.

Jobs – “Special economic development” activities may meet the low-moderate Income Benefit national objective only in the following three ways:

- Be located in a predominately low-moderate neighborhood and serve the low-moderate income residents (e.g., a grocery store serving a low-moderate income neighborhood qualifies as area benefit); or
- Involve the employment of persons, the majority of who are low-moderate income persons (e.g., a retail clothing store which creates or maintains jobs principally for low-moderate income persons).

EXHIBIT C - RECORDKEEPING RESPONSIBILITIES

Successful applicants will be required to sign a contract with the County, which will state all the requirements to be placed on the applicant. In general, the following will apply to all applicants:

1. Written records to justify all expenditures must be maintained for a period not less than three (3) years after the full amount of the grant is expended. Your records will be subject to review by Morris County and HUD.
2. You will be required to maintain the County's minimum insurance standards, to be evidenced by a copy of the policy provided to Morris County within 10 days of execution of the contract.
3. You must comply with 2 CFR Part 200.302 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. You must comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein. You must administer the program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
4. In accordance with 2 CFR Part 200, the federal government requires that organizations expending \$750,000 or more in federal financial assistance in a fiscal year must secure an audit. Agencies spending \$750,000 or more must choose one of the following ways of meeting this requirement and state which method they choose:
 - a. If your agency already conducts audits of all its funding sources including CDBG, the agency must submit a copy of its most recent audit, and may, at its discretion, include the CDBG portion of the audit cost in its CDBG project budget.
 - b. If your agency already conducts audits of its other funding sources but has neither received nor included CDBG in the past, the scope of the audit would be modified to incorporate CDBG audit requirements. The associated cost of the augmentation could then be included in the CDBG project budget, accompanied by the auditor's written cost estimate.
5. You will be required to provide annual reports stating the total number of persons served, including their ethnic origin, and whether they are female heads of household. These figures are required to be reported by HUD.
6. You will be required to obtain written proof of income of each person or household which you assist, unless your clients are abused children, battered spouses, elderly persons, handicapped persons, homeless persons, illiterate persons, or migrant farm workers.
7. You must have a written policy designed to ensure your facilities are free from the illegal use, possession, or distribution of drugs or alcohol.
8. If any income is derived from the activities funded by CDBG, that **income must be returned to Morris County as program income**.
9. In the event that HUD should determine that CDBG funds were improperly spent, and that money should be reimbursed to the U.S. Treasury, your organization will be responsible for this reimbursement.

Exhibit D

FY 2025 INCOME LIMITS DOCUMENTATION SYSTEM

The below income limits are to be used for any CDBG activity where direct services are provided to a beneficiary. These limits are adjusted based upon household size, and are applicable to Morris County, NJ. HUD reviews and updates the income limits on an annual basis to adjust for changes to the Area Median Income. Contact the Office of Community Development for income limits when the household has more than 8 persons.

FY 2024 Income Limit Area	Median Family Income	FY 2024 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Newark, NJ HUD Metro FMR Area	\$130,300	Very Low (50%) Income Limits (\$)	- 45,650	52,150	58,650	65,150	70,400	75,600	80,800	86,000
		Extremely Low (30%) Income Limits (\$)	27,400	31,300	35,200	39,100	42,250	45,400	48,500	52,720
		Low (80%) Income Limits (\$)	- 68,500	78,250	88,050	97,800	105,650	113,450	121,300	129,100

Source: HUD CDBG Income Limits Effective June 15, 2014

EXHIBIT E - SAMPLE MUNICIPAL COUNCIL AUTHORIZING RESOLUTION

At a meeting held on _____(date), the Municipal Council of
_____ (name of Municipality), adopted the following resolution:

The Municipal Council authorizes an application to the Morris County Community Development Block Grant (CDBG) Program for _____ (name of project) described in the proposal. If awarded CDBG funds, the Municipality shall implement the activities in a manner to ensure compliance with all applicable federal, state, and local laws and regulations.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Telephone Number

EXHIBIT F - SAMPLE MUNICIPAL COUNCIL FAIR HOUSING RESOLUTION

The _____ (name of municipality) supports Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Law) and the New Jersey Law Against Discrimination. It is the policy of _____ (name of municipality) to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, religion, ancestry, sex (including pregnancy), national origin, nationality, familial status, marital or domestic partnership status, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, liability for military service, mental or physical disability, perceived disability, AIDS/HIV status and Lawful Income or Source of Lawful Rent Payment (Section 8). The _____ (name of municipality) further objects to discrimination in the sale, rental, leasing, financing of housing or land to be used for construction of housing, or in the provision of brokerage services because of race, color, religion, ancestry, sex, national origin, handicap or disability as prohibited by Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Law) and the New Jersey Law Against Discrimination. Therefore, the Municipal Council of _____ (name of municipality) do hereby approve the following resolution.

BE IT RESOLVED, that within available resources, the _____ (name of municipality) will assist all persons who feel they have been discriminated against under one of the aforementioned categories, to seek equity under federal and state laws by filing a complaint with the New Jersey Division on Civil Rights and the U.S. Department of Housing and Urban Development, as appropriate.

BE IT FURTHER RESOLVED, that the _____ (name of municipality) shall publicize this resolution and through this publicity shall cause owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law, the New Jersey Law Against Discrimination, and any local laws or ordinances.

BE IT FURTHER RESOLVED, that the municipality will at a minimum include, but not be limited to: (1) the printing and publicizing of this resolution, a fair housing public notice and other applicable fair housing information through local media, community contacts and placement on the Municipal website and in other social media; (2) distribution of posters, flyers, and any other means which will bring to the attention of those affected, the knowledge of their respective responsibilities and rights concerning equal opportunity in housing.

Approved this _____ day of _____ (month), _____ (year)

ATTEST:

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Telephone Number

Exhibit G

Fair Housing Information for Your Website

Fair Housing – It's Your Right!

Fair housing refers to free and equal access to residential housing – i.e., housing choice. According to the federal Fair Housing Act, it is illegal to discriminate on the basis of race, color, religion, sex, ancestry, national origin, disability, or familial status in the sale, rental, and/or financing of dwellings. Additionally, New Jersey's Law Against Discrimination prohibits discrimination on the basis of marital/ domestic partnership/ civil union status, gender expression/ identity, military service, sexual orientation, familial status and source or lawful income/ rent payment.

Morris County complies with the federal Fair Housing Act and the Law Against Discrimination. The County is committed to promoting fair housing choice for all persons.

Fair Housing FAQ

What kind of housing is covered by the Fair Housing Act?

Most housing is covered by the Fair Housing Act. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single family housing sold or rented without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members.

What are some examples of housing discrimination?

- Refusing to rent or sell housing
- Falsely denying that housing is available for inspection, sale, or rental
- Setting different terms, conditions, or privileges for the sale or rental of a dwelling
- Refusing to let disabled persons make reasonable and necessary modifications to a dwelling or common use area, at the disabled person's expense
- Refuse to provide information regarding loans
- Refusing to rent to a person who has a service animal because of a "no pets" rule
- Steering persons with one or more children and/or persons who are pregnant away from a housing unit. Even asking how many children a person has can be viewed as discriminatory and so should not be asked.
- Not offering to show a person who is in a wheelchair an apartment that is not on the ground floor if the person did not ask to only see ground floor apartments
- Advertising or making any statement indicating a limitation or preference based on race, color, religion, sex, disability, familial status, or national origin. This prohibition against discriminatory advertising applies to single family and owner-occupied housing that is otherwise exempt from the Fair Housing Act.

Fair Housing Links

Laws

New Jersey Law Against Discrimination: https://www.njoag.gov/wp-content/uploads/2021/12/NJ-Law-Against-Discrimination_11.12.21.pdf

Federal Fair Housing Act Link: <https://www.justice.gov/crt/fair-housing-act-1>

Who can I contact if I believe I've been discriminated against?

Complaints related to discrimination on the basis of race, color, religion, sex, national origin, disability, or familial status may also be filed directly with the U.S. Department of Housing and Urban Development (HUD).

What information do I need to provide to file a fair housing complaint?

If you suspect that you have been discriminated against with regard to housing, file a complaint as soon as possible because there are time limits on when a complaint can be filed with HUD after an alleged violation.

Try to include the following information, if possible, when filing a complaint:

- Your name and address;
- The name and address of the person(s) or organization your complaint is against;
- The address or other identifying information of the housing or program your complaint is being filed against;
- A brief description of what happened that caused you to file the complaint; and
- The date(s) of the alleged discrimination.

How can I file a fair housing complaint?

Fair housing complaints can be filed with HUD by telephone, online, email and by mail.

Toll Free

1-800-669-9777

1-800-927-9275 for TTY users only

Online

English: <https://portalapps.hud.gov/FHEO903/Form903/Form903Start.action?lang=en>

Spanish: <https://portalapps.hud.gov/FHEO903/Form903/Form903Start.action?lang=es>

Other Languages - Access the link and select desired language from the drop-down menu:

<https://portalapps.hud.gov/FHEO903/Form903/Form903Start.action?lang=en>

Exhibit H

Conflict of Interest

24 CFR 570.611

(a)Applicability.

(1) In the procurement of supplies, equipment, construction, and services by recipients and by sub recipients, the conflict of interest provisions in 2 CFR 200.317 and 200.318 shall apply.

(2) In all cases not governed by 2 CFR 200.317 and 200.318, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to § 570.203, 570.204, 570.455, or 570.703(i)).

(b)Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c)Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the subrecipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d)Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, considering the cumulative effect of the

following factors, as applicable:

- (i)** Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- (ii)** Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii)** Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv)** Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
- (v)** Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- (vi)** Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii)** Any other relevant considerations.

[60 FR 56916, Nov. 9, 1995, as amended at 80 FR 75938, Dec. 7, 2015]

SAMPLE

Conflict of Interest Disclosure

Federal law (24 CFR 570.611) prohibits employees and public officials from exercising any functions or responsibilities with respect to HUD funded activities in which they may obtain a financial interest or benefit, either for themselves or for any person with whom they have business or immediate family ties. This prohibition applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of a recipient, designated public agency, or subrecipient receiving HUD funds through a subaward.

The purpose of this disclosure is to determine if the subrecipient, their staff or consultants, board members, or any elected or appointed official has a potential conflict of interest. A disclosure of the nature of any perceived or actual conflict must be made by each subrecipient receiving a subaward for HUD funding. If it is determined that a conflict of interest may exist, a request may be made to the U.S. Department of Housing and Urban Development (HUD) for an exception. The granting or denial of an exception is in HUD's sole discretion.

Have you or a member of your immediate family, either currently or within the past year, been employed by the **(Insert name of jurisdiction)**, been employed by a consultant or contractor engaged by the **(Insert name of jurisdiction)** in connection with the HUD funded activities, or been a member of an elected or appointed board in the **(Insert name of jurisdiction)**?

_____ **Yes** _____ **No**

If yes, provide the name and job title of the person with the potential conflict of interest and any additional information relevant to the County's evaluation of the potential conflict of interest (attach more pages if necessary):

By signing below, I acknowledge that I have read the attached HUD regulation regarding conflicts of interest, and I certify that the information contained in this disclosure is, to the best of my knowledge and belief, true, correct, and complete.

Subrecipient Name and Address

Typed Name and Title of Authorized Representative:

Signature:

Date signed: _____

TOWNSHIP OF PEQUANNOCK

Resolution authorizing the execution of a Management Agreement with the Morris County Park Commission authorizing the continued use of an area contiguous with the Pompton Rail Trail, accessed by Marvin Road and located on Block 306, Lot 5.

Resolution No. R2025-113

WHEREAS, the Township of Pequannock historically utilized an area along Marvin Road, located on Block 306, Lot 5 for parking by the PV Park swim lanes; and

WHEREAS, during the construction of the Pompton Rail Trail by the County of Morris and Morris County Park Commission it was learned that the parking area was on Morris County Park Commission Property; and

WHEREAS, the Township desires to improve and continue to utilize this area for parking; and

WHEREAS, the Morris County Park Commission agreed to the continued use of the area by the Township of Pequannock for parking, subject to a Management Agreement, attached hereto and incorporated herein.

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

1. The Mayor and Township Manager are authorized to executed the Management Agreement between the Township of Pequannock and Morris County Park Commission.
2. The Township Clerk shall disseminate this resolution to all appropriate officials.

Adopted: May 13, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor



300 Mendham Road | P.O. Box 1295 | Morristown, New Jersey 07962-1295
Telephone: 973.326.7600 | Fax: 973.644.2726 | TTY Relay: 7-1-1
www.morrisparks.net

May 6, 2025

VIA COURIER

The Honorable John Driesse
Mayor, Twp. of Pequannock
530 Newark-Pompton Turnpike
Pompton Plains, NJ 07444-1799

Adam W. Brewer, Twp. Manager
Twp. of Pequannock
530 Newark-Pompton Turnpike
Pompton Plains, NJ 07444-1799

Gentlemen,

Enclosed please find (3) original copies of Morris County Park Commission Resolution No. 59-25 and Management Agreement relating to Block 306, Lot 5 in the Township of Pequannock which was approved at the Park Commission meeting of April 28, 2025.

Kindly review and execute all 3 original copies of the Management Agreement (with notarization), and return 2 original copies to us.

The Morris County Park Commission's Executive Director, David Helmer, states that the Township can now proceed with the project, and that Park Commission staff is aware of the location where the work will take place.

Thank you for your assistance, and feel free to reach out with any questions relating to this matter.

Sincerely,

Jennifer Lieberman
Office Manager

MORRIS COUNTY PARK COMMISSION
RESOLUTION NO. 59-25

WHEREAS, the Morris County Park Commission is steward over certain County parklands in the Township of Pequannock, New Jersey known as the Pompton Valley Rail Trail, and

WHEREAS, the Morris County Park Commission supports the request from the Township of Pequannock to continue to use an area contiguous with the Pompton Valley Rail Trail accessed by Marvin Road located at Block 306, Lot 5 in the Township for overflow parking, and

WHEREAS, the Township of Pequannock will be responsible for improving, maintaining and managing the area, and

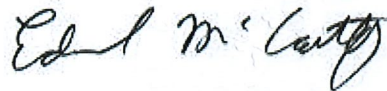
WHEREAS, the Morris County Park Commission and the Township of Pequannock shall enter into a Management Agreement that fully defines the uses and responsibilities of both public agencies, **NOW THEREFORE**

BE IT RESOLVED, by the Morris County Park Commission on this 28th day of April 2025 as follows:

1. That the Morris County Park Commission ratifies the management agreement between the Morris County Park Commission and the Township of Pequannock, New Jersey for the management of a certain area located at Block 306, Lot 5 in the Township of Pequannock, New Jersey in the form appended hereto and made part hereof as further identified in Exhibit A of said Agreement.
2. That the appropriate officers of the Morris County Park Commission be and they are hereby authorized to execute the management agreement herein referenced.
3. That the Resolution take effect immediately.

April 28, 2025

MORRIS COUNTY PARK COMMISSION



Edward McCarthy
Vice President

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Cass-Schmidt
SECONDER:	Tal
AYES:	Baron, Cass-Schmidt, Cogger, Gabel, McCarthy, Seabury, Seyam, Tal
ABSENT:	Lasser
ABSTAIN:	


_____, I, David Helmer, Executive Director of the Morris County Park Commission, do hereby certify that the above is a true and correct copy of a resolution adopted by the Morris County Park Commission at a meeting held on April 28, 2025, at the Park Commission offices, 300 Mendham Road, Morristown, New Jersey.

MORRIS COUNTY PARK COMMISSION
MANAGEMENT AGREEMENT

This Management Agreement ("Agreement"), effective as of this 28th day of April, 2025 (the "Effective Date"), by and between PEQUANNOCK TOWNSHIP, located at the Municipal Building, 530 Newark-Pompton Turnpike, Pompton Plains, Morris County, and State of New Jersey 07444, referred to as the "**Township**", and

THE MORRIS COUNTY PARK COMMISSION, a public corporation of the State of New Jersey, with offices at 300 Mendham Road, P.O. Box 1295, Morris Township, New Jersey 07962-1295 referred to as the "**Commission**".

Recitals

WHEREAS, the Morris County Park Commission is responsible for the stewardship of County of Morris lands for park purposes, for land owned in fee simple of certain real property in the Township consisting of an area described on a map attached hereto as Exhibit "A", within an area known and designated as Block 306, Lot 5, on the tax map of the Township, commonly known as the Pompton Valley Rail Trail (formerly the NYS & W Rail Line) (the "**Property**"); and

WHEREAS, the Property in its present condition has natural elements which should be preserved, and maintained where possible; and

WHEREAS, the Township is experienced in operating, improving, and maintaining lands for recreational use of the Property; and

WHEREAS, the Commission desires to have the Township improve, manage and maintain the proposed parking area; and

WHEREAS, the Township is willing to improve, manage and maintain the proposed parking area.

NOW, THEREFORE, in consideration of ONE and 00/100 DOLLAR (\$1.00), the receipt of which is hereby acknowledged, and in further consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, the Township and the Commission hereby agree as follows:

1. The Recitals set-forth above are incorporated by reference as if fully set-forth herein.
2. The Commission does hereby license and permit the Township to improve, manage and maintain the parking area of the Property commencing on the date of execution of this agreement and ending fifty (50) years from the date of the agreement or on April 28, 2075 (the, "**Initial Term**"), subject to sooner termination by either party, with or without cause, at any time upon one hundred twenty (120) days prior written notice to the other party at the address first stated above. This Agreement may be renewed for such additional periods (each such extension, an "**Extension Term**") as the parties may agree in writing. The Initial Term and any Extension Term, hereafter collectively, the "**Term**".

3. The Commission shall keep and maintain the Property on its Open Space Inventory List for the State of New Jersey throughout the Term of this Agreement.
4. The Township's responsibilities under this Agreement shall be limited to the improvement, management, and maintenance of the parking area to the extent and in a manner which the Township in its sole discretion deems appropriate. The terms and conditions required of the Township herein shall mean to apply to (and the Township shall ensure compliance from) Township's agents, designees, guests, invitees, contractors, and employees.
5. The Township has examined the Property and has entered into this Agreement without any representation on the part of the Commission as to the condition thereof.
6. However, it is the intent of the parties to this Agreement that the Property be improved to support parking access for the Township's and Commission's purposes.
7. All improvements constructed on the Property at the direction of the Township pursuant to this Agreement must be: (i) approved by the Park Development Committee of the Morris County Park Commission, or its designee, in writing prior to construction, which approval shall not be unreasonably withheld; and (ii) completed at the Township's own expense.
8. Township represents and warrants that all work performed by the Township or its "Designees" (as hereafter defined) pursuant to this Agreement shall be performed in a professional and workman like manner by trained, certified, or licensed personnel, with the Township having obtained all required governmental approvals, permits or authorization, as may be applicable and required, and in accordance with all industry standards and in compliance with all applicable laws.
9. The Township agrees to permit the Commission and its authorized representatives to enter upon, and even park within, the Property at all reasonable times for the purpose of inspection.
10. The Township shall allow public use of the Property only to the extent and in a manner that will support active and passive recreational uses.
11. Additionally, Township agrees to not erect any structures except those directly related to securing the parking area, subject to the approval of the Commission. Further, the Township shall keep all signage at the Property to a minimum number and size, subject to the approval of the Commission.
12. The Township shall not dump or place soil or other substances or materials as fill except as needed for the uses described in paragraph 2 above, and the Township shall not dump trash, water or unsightly or offensive materials on the Property.
13. With the exception of the approved plan to improve the area through the construction of a parking area as described, the Township shall not destroy or remove any trees, shrubs or

other vegetation except by mutual prior written agreement of the Township and Commission and consistent with the purposes of this Management Agreement.

14. Neither the Township nor the Commission shall permit other activities on the Property that would or might be detrimental or adverse to the physical, historical, educational, or recreational characteristics of the Property or would or might cause flooding, erosion, loss of water resources or degradation of wildlife habitat.
15. The Township and the Commission acknowledge and agree that the Township is not obtaining any real property right, title, or interest in the Property, including to any ground or surface waters in or on the Property. The rights conferred herein are personal to the Township and are not assignable or transferable without the prior written consent of the Commission.
16. The Township and its agents, designees, guests, invitees, contractors, and employees (hereafter "Designees") shall not directly or indirectly cause any environmental contamination on the Property or violate any "Environmental Laws", as hereafter defined. In the event Township or its Designees violate the foregoing, Township shall be required to remedy and rectify such condition at its sole cost in satisfaction of applicable Environmental Laws.
 - (a) For the purposes of this Agreement "**Environmental Laws**" means any federal, state and local laws, rules, regulations, ordinances, statute, action, directive, binding guidance, policy, orders, judgments consent decrees, or under common law relating to or governing the protection of health, safety or the environment, including without limitation the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq., the Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21 et seq., the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., the Air Pollution Control Act, N.J.S.A. 26:26-1 et seq., the Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1 et seq. and the regulations promulgated for each and all of the aforesaid laws as such govern the existence, cleanup and/or remedy of contamination on the Property; the protection of the environment from spilled, deposited or otherwise emplaced contamination; the control of Hazardous Substances (or associated wastes); or the use, generation, transport, treatment, removal, storage, discharge or recovery of Hazardous Substances (or associated wastes).
 - (b) "**Hazardous Substances**" means any substance, combination of substances, material, waste, gas or particulate matter which has been determined to be a health hazard, soil, water, or air contaminant or which is regulated under any prevailing and applicable Environmental Law, including, but not limited to, any material or substance which is (a) defined in any Environmental Law as a 'hazardous waste', 'hazardous material', 'hazardous substance', 'extremely hazardous substance', or 'restricted hazardous waste';

(b) composed of petroleum or has a petroleum base; (c) composed of asbestos or material containing asbestos in a friable form; (d) a polychlorinated biphenyl; (e) a radioactive material; (vi) designated as a pollutant pursuant to federal law including Section 311 of the Clean Water Act, 33 U.S.C. § 1251 (33 U.S.C. § 1317); (f) defined as a 'hazardous waste' pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903), or (g) defined as a 'hazardous substance' pursuant to Section 101 of CERCLA.

17. The Township shall indemnify, defend and hold the Commission harmless from and against any and all claims, demands, suits, actions, damages and expenses, including reasonable attorneys' fees, arising out of any environmental contamination on the property and violation of Environmental Laws, except to the extent that the Commission caused the environmental contamination.
18. The Township shall at all times maintain, at its sole cost, liability insurance sufficient in form and amount to protect the Morris County Park Commission, the County of Morris, and the Township against any claim loss, liability, or expense in the amount required by the Office of Risk Management, County of Morris and such proof of insurance shall be provided to the Commission at or before signing of this Agreement for prior approval and deposited with and held by the Commission and the County of Morris as insurance trustees. The Township further agrees to promptly increase said insurance coverage during the Term of this Agreement as required by the Office of Risk Management, County of Morris.
19. Neither party waives or forfeits the right to take action as may be necessary to ensure compliance with the terms, conditions and purposes of this Agreement by a prior failure to act.
20. In the event that any part or parts of this Management Agreement is or are found to be invalid by a Court of competent jurisdiction, the remaining provisions shall nevertheless be binding with the same force and effect as though the invalid parts were deleted therefrom.
21. The Township agrees for itself, its successors, assigns or any party claiming under it, that it shall not utilize its right, title, or interest in the Property in any manner or for any purpose inconsistent with the purposes set forth herein.
22. This Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument. A photocopy, electronic or digital copy of a handwritten signature will be deemed to be an original signature for all purposes.

-Signature page and Exhibit to follow-
-Remainder to the page intentionally left blank-

IN WITNESS WHEREOF, the parties, through their respective authorized representatives authorized to bind such party have caused this Agreement to be signed, attested, sealed, and acknowledged on the day and year first written above.

ATTEST:

TOWNSHIP OF PEQUANNOCK

Clerk/Administrator

Mayor

Print Name: _____

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MORRIS)

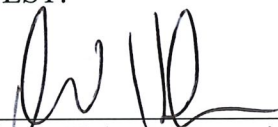
BE IT REMEMBERED that on this ____ day of _____ 202__, before me, the subscriber, a Notary Public of New Jersey, personally appeared _____, who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that (s)he is the Clerk of the Township of Pequannock, the Municipal Corporation named in the within Instrument; that _____ is the Mayor of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Township Council of said Corporation; that deponent well knows the corporate seal; that same was thereto affixed and said Instrument signed and delivered by said Mayor as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his/her name there as attesting witness.

Sworn to and described before me

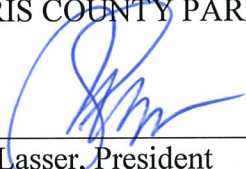
this ____ day of _____ 202__

ATTEST:

MORRIS COUNTY PARK COMMISSION



David D. Helmer, Executive Director



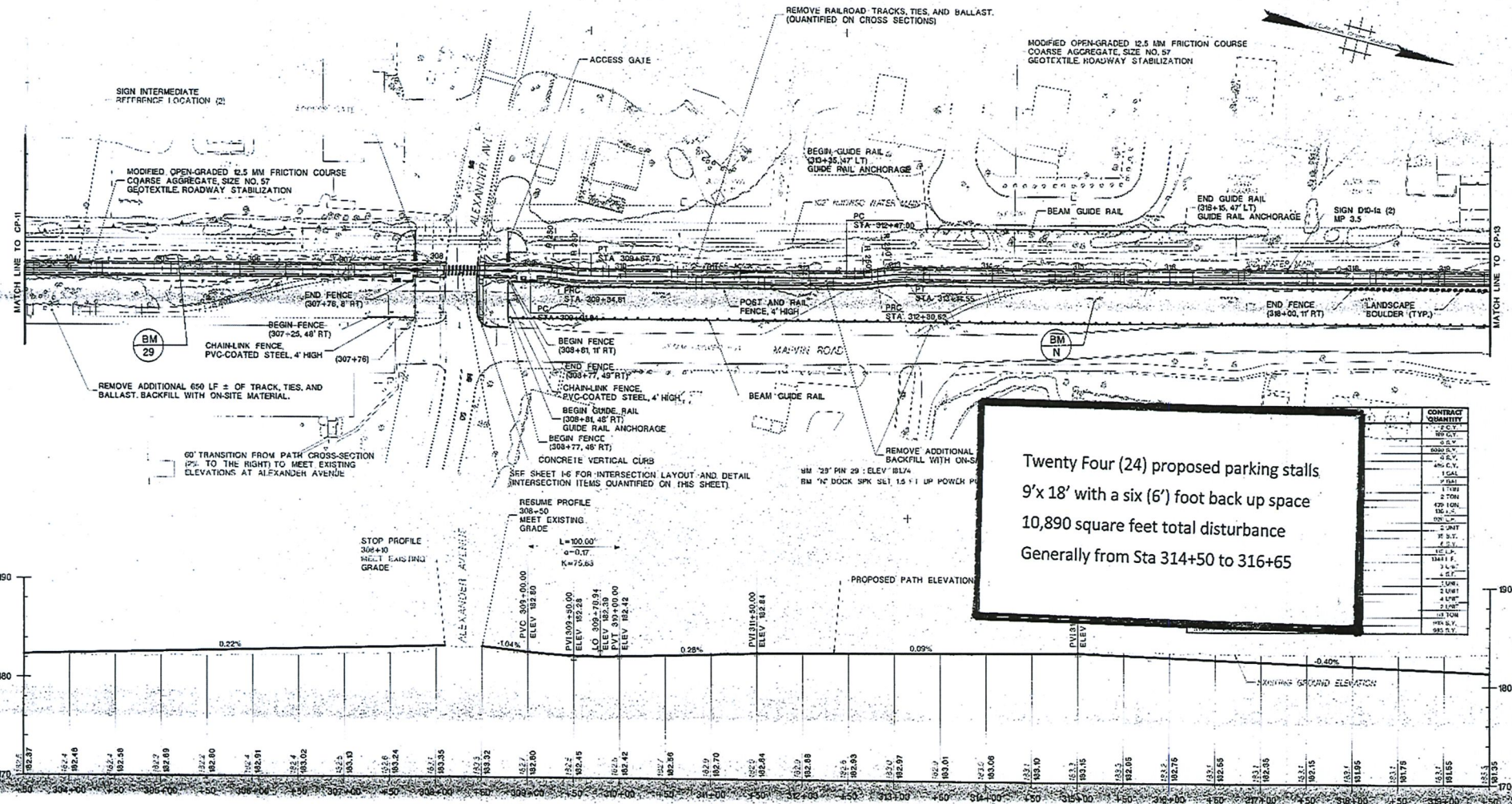
Stuart Lasser, President

EXHIBIT A
The Property
See attached

M.C.P.C - Parking Area

General area of (24) proposed parking stalls





Twenty Four (24) proposed parking stalls
9'x 18' with a six (6') foot back up space
10,890 square feet total disturbance
Generally from Sta 314+50 to 316+65

CONTRACT	QUANTITY
1. REMOVAL OF RAILROAD TRACKS, TIES, AND BALLAST	650 LF
2. BACKFILL WITH ON-SITE MATERIAL	10,890 SF
3. CHAINLINK FENCE, PVC-COATED STEEL, 4' HIGH	1,000 LF
4. GUIDE RAIL ANCHORAGE	100 LF
5. BEAM GUIDE RAIL	100 LF
6. SIGN D10-12 (2)	2
7. SIGN MP 3.5	1
8. LANDSCAPE BOULDER (TYP.)	100
9. CONCRETE VERTICAL CURB	100 LF
10. MODIFIED OPEN-GRADED 12.5 MM FRICTION COURSE	10,890 SF
11. COARSE AGGREGATE, SIZE NO. 57	10,890 SF
12. GEOTEXTILE ROADWAY STABILIZATION	10,890 SF

- NOTES:**
1. REMOVAL OF RAILROAD TRACKS AND APPURTENANCES TO BE PAID UNDER THE ITEM "CLEARING SITE."
 2. REMOVAL OF RAILROAD TIES AND BALLAST TO BE PAID UNDER THE ITEM "EXCAVATION, REGULATED MATERIAL."
 3. SIGNING AND STRIPING ITEMS SHOWN ON INTERSECTION DETAIL SHEETS.

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council authorizing a Professional Services Agreement between the Township of Pequannock and Dykstra Walker Design Group

Resolution No. R2025-114

WHEREAS, there exists the need for professional engineering services in connection with a NJDEP permitting application for the leaf composting site; and

WHEREAS, the maximum amount of the contract shall not exceed \$33,050.00; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, the Chief Financial Officer of the Township of Pequannock has certified that: 04-215-22-702-000 (Ord 2022-07) has funds available in the amount of \$33,050.00 for a Stormwater Pollution Prevention Plan,

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

Section 1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Dykstra Walker Design Group, for the engineering services in conjunction with the NJDEP permitting application for the leaf composting site for a total amount not to exceed \$33,050.00 in accordance with a proposal dated April 22, 2025.

Section 2. This contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.

Section 3. A notice of this action shall be printed once in the legal newspaper of the Township of Pequannock.

Adopted: May 13, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

Certification of Available Funds

Number: Resolution No. 2025-114

I, Julie Kupilik, Chief Financial Officer, certify that: 04-215-22-702-000 (Ord 2022-07) has funds available in the amount of \$33,050.00 for a Stormwater Pollution Prevention Plan.

A handwritten signature in dark ink, appearing to read "Julie McIvor", with a long horizontal stroke extending to the right.

Julie McIvor
Chief Financial Officer

5/8/25
Date



Township of Pequannock

ENGINEERING DEPARTMENT

Township Engineer:
Frank Russo, PE, PP, CME
Tel: (973) 835-5700 x188
Fax: (973) 835-9396
Email: frusso@peqtwp.org
Mailing Address:
530 Newark-Pompton Turnpike
Pompton Plains, NJ 07444
Office Address:
99 Alexander Avenue (DPW Annex)
Pompton Plains, NJ 07444

Memorandum

Re: **Municipal Leaf Dump
Recommendation to Award NJDEP Permitting Professional Services**

To: David Seugling
From: Frank Russo, PE, PP – Township Engineer 
Date: April 23, 2025
Cc: Adam Brewer - Township Manager

Dave,

This office has solicited (3) professional service proposals associated with the NJDEP stormwater discharge design and permitting our existing leaf dump. The breakdown of the proposals are as follows:

- Bowman \$53,800 (\$51,300)*
- Dykstra Walker Design Group \$25,500 (3/21/25)
- Dykstra Walker Design Group \$31,050 (3/24/25 revision)
- Dykstra Walker Design Group \$33,050 (4/22/25 revision)
- Mianecki Consulting Engineers \$50,500

Both the Bowman and Mianecki Consulting Engineers proposals are comprehensive, reflecting their knowledge of the NJDEP regulations and the effort required to secure the necessary permitting. The initial Dykstra Walker Design Group (DWDG) proposal was deemed not responsive due to a substantial omission of the required submissions to the NJDEP. DWDG was contacted this date and advised of this determination, resulting in the submission of the revised proposal.

The Bowman proposal has been clarified through a phone discussion and letter received this date regarding the required Stormwater Pollution Prevention Plan. Their proposal includes a 'Private Utility Mark-out (if requested/required) for \$2500. As there are no utilities extant on site, this amount would be deducted from the overall proposal*. The Bowman proposal includes soil testing for (4) test pits, with excavation included as part of their fee. The Bowman proposal includes provisions for a Landscape Architect for the design of the bioretention and any other green infrastructure components. The Bowman proposal includes reimbursable expenses including reprographic, plotting and in-house couriers, and I would presume the necessary noticing and postage associated with out permitting, with a 15% mark up. NJDEP permitting fees would be the

RECIPIENT
DATE

Township's responsibility. The Bowman proposal identifies revisions to plans from regulatory agency comments not due to an error or omission on the part of Bowman as an Out of Scope Service. The Bowman proposal includes 20 hours of Project Management and Meetings at \$5,200 which may not be realized.

The Mianecki proposal includes all of the necessary NJDEP submission requirements. The current proposal is only \$500 more than their 2023 proposal, indicating a thorough knowledge of the submission requirements. The Mianecki proposal includes soil testing for (5) test pits, utilizing DPW forces for excavation. The Mianecki proposal identifies out of pocket expenses (reprographics, and report reproduction, postage and postage associated with 200 ft property owner required public notices. There are no mark-up fees associated with these items. NJDEP permitting fees would be the Township's responsibility. The Mianecki proposal indicates their Standard of Care is that identifies revisions to plans from regulatory agency comments not due to an error or omission on the part of Mianecki would be a supplemental service. The Mianecki proposal does not mention a Project Management component. Meetings would presumably be an Out of Scope service at the published hourly rates.

The second iteration of the DWDG proposal includes additional descriptions for the various Scope of Services and increases in associated fees from the initial proposal. The third version of their proposal now includes the costs for an outside excavator to perform the required soil testing. The DWDG proposal identifies all plan revisions and meetings to be Supplemental services to be performed in accordance with their submitted rate schedule.

The Bowman proposal demonstrates familiarity with the NJDEP requirements and is comprehensive. There will most likely be deductions to the initial proposal as noted above. The Bowman proposal is the only submission that does not require any DPW involvement and includes Landscape Architectural services.

The various proposals from DWDG have increased by about 30% from their initial submittal, but remains lower than the Bowman and Mianecki proposals. I believe this is due in part to their unfamiliarity with the NJDEP requirements associated with the required permitting. The most recent revision includes equipment costs for the necessary soil testing which was not noted in either of their previous submissions. The undefined scope regarding supplemental billing for revisions as well as not including any time built into the proposal for meetings has the potential to drive up costs some indeterminate amount.

The Mianecki proposal demonstrates familiarity with the NJDEP requirements and is comprehensive. DPW involvement would be required for test pit excavation.

The Bowman proposal does not impact daily operations and provides professional services not offered by the other respondents. I would recommend accepting the Bowman proposal.

Attachments.



ENGINEERING, ENVIRONMENTAL SERVICES, PLANNING, SURVEYING

March 21, 2025
Revised March 24, 2025
Revised April 22, 2025

Frank Russo, PE, PP
Township Engineer
Pequannock Township Engineering
99 Alexander Avenue
Pompton Plains, NJ 07444

Phone: 973-835-5700, Ext. 188
Email: frusso@peqtp.org

**RE: Block 902, Lot 1
Route 23
Township of Pequannock, Morris County**

Dear Mr. Russo:

Dykstra Walker Design Group is pleased to present this proposal for engineering and environmental services as necessary for your project. Based on information you provided, the Township's composting facility at the above referenced property requires authorization under the New Jersey Pollutant Discharge Elimination System (NJDES) Wood Waste Recycling and Leaf Composting stormwater discharge master general permit. Obtaining the authorization will require, among other things, the design of a stormwater management system to control and treat runoff from the site, preparation of a Stormwater Pollution Prevention Plan (SPPP) and Drainage Control Plan (DCP) and the submission of an application for authorization under the general permit for the facility. You have provided us with an AutoCAD drawing file from a topographic survey of the property and this proposal assumes that drawing file and any associated signed survey are available for our use. No surveying services are included in this scope of work.

Based on a preliminary review of available online information from the New Jersey Department of Environmental Protection (NJDEP), the property is constrained by freshwater wetlands and a regulated floodplain/floodway along the Pompton River. A formal wetland delineation and any NJDEP, Land Use permitting for the project are not included in this proposal. Should those services be required, we will provide a separate scope for that work.

Also excluded from this scope is any stormwater monitoring, employee training, inspections, recordkeeping or reporting required under the general permit or SPPP, annual SPPP updates or other services required after approval of the SPPP, DCP and permit authorization by the NJDEP.

Scope of Services:

1. Preliminary Design for Stormwater/Water Quality Facility \$6,750

This phase of the project will include a site inspection by our office, a preliminary review of potential environmental constraints, initial stormwater management calculations and the preparation of concept plans depicting options for stormwater management/water quality facilities for the site. We will review the options with you and provide a summary of any potential environmental constraints that may impact the project and any additional NJDEP, Land Use permits that may be required. During the site inspection, we will also inventory all source materials, document all Best Management Practices (BMPs) currently used on-site, if any, and collect any other information necessary for the preparation of stormwater calculations, construction plans and documents required for the submission of an application for authorization under the NJPDES general permit.

2. Soil Testing for Stormwater Management Design \$1,800

Once an option for the stormwater management/water quality facilities for the site has been selected, we will perform soil testing for the design of the stormwater management system in accordance with State and municipal requirements. All costs for any and all soil testing are included in this fee.

3. Backhoe and Operator for Test Pit Excavations \$2,000

Fees for a backhoe and operator to excavate test pits are not included in the cost for soil testing for stormwater management design. If requested, we will subcontract with a qualified licensed contractor for the excavation of test pits for soil testing. This fee is for one (1) day of soil testing only.

4. Construction Plans and Details \$8,300

Plans and details of the proposed stormwater management/water quality facilities will be prepared for the construction of these improvements. The

you with an estimate for additional fees after the scope of supplemental required services or revisions is defined.

Terms, Conditions, Understandings:

- Retainer: \$0 to be provided when our services are authorized. This retainer will be applied to the final invoices for the project.
- Attendance at meetings including preparation and exhibits; revisions; deed descriptions; environmental impact reporting if required; wetland reporting, approvals and/or permitting if needed; and any other services not part of above scope will be billed as **extra services**.
- We recommend that you engage a land use attorney to represent you for most projects.
- Application fees, escrow deposits, etc. are not included above and are your direct responsibility. If these fees or charges are paid by Dykstra Walker Design Group at your request, we will bill you for them at cost plus 15%.
- Invoices for completed services or for services in progress will be sent when deemed appropriate by Dykstra Walker Design Group. Payment shall be made upon receipt of the invoice, and we reserve the right to withhold product or stop performing services if not paid accordingly. Any monies not paid within 30 days of billing will accrue interest at a rate of up to 1.5% per month until paid in full. All collection costs including collection agency charges, attorney fees, court fees, etc. will also be added to the outstanding balance and will be the client's additional responsibility. Client shall submit any comments, questions, or reservations regarding invoices in writing to Dykstra Walker Design Group within fourteen (14) days of the date of the invoice or account will be considered correct. Dykstra Walker Design Group reserves the right to charge a fee to cover credit card processing costs.
- Reimbursable expenses including printing/reproduction, deed search, subconsultant fees, courier service, expedited/bulk/special mailings, specialty equipment, etc. will be added to invoices where required for the project. A markup may be charged for these expenses to cover administrative costs.
- Approval of your project by the various governmental bodies having authority is not guaranteed by Dykstra Walker Design Group.

stormwater management design will include facilities for the infiltration of stormwater as required by the general permit. The topographic survey of the property by others will be the basis for these plans. The drawings will depict the location of the facilities and details for construction. A soil erosion and sediment control plan will be included.

5. Stormwater Management Design and Report \$6,000

Stormwater management calculations will be performed and a report will be prepared. The report will demonstrate compliance with the applicable stormwater management regulations, including the design of stormwater infiltration facilities.

6. Stormwater Operation & Maintenance Manual \$1,200

A stormwater operation and maintenance manual will be prepared for the stormwater/water quality facilities in accordance with NJDEP requirements.

7. Preparation & Submission of NJPDES Application Forms and Documents \$7,000

An application will be filed with the NJDEP for the site for authorization under the NJPDES general permit. The application will include all forms, documents and mapping required by the NJPDES general permit. Submitted documents will include a Stormwater Pollution Prevention Plan (SPPP), drainage control map, employee training program, monitoring, sampling and inspection schedules, soil erosion and sediment control plan, spill prevention and response procedures and all other documents and information required by the NJPDES Stormwater Discharge New Master General Permit for Wood Waste Recycling and Leaf Composting (NJPDES General Permit No. NJ0324183).

8. Attendance at Meetings, Supplemental Services, Revisions Hourly Rates

Client, project and agency meetings required for the project will be attended upon request and will be billed at Hourly Rates. Exhibits for meetings will be prepared if requested and billed at hourly rates. Supplemental services may be necessary during the approval process. These services, if required, will be performed in accordance with the attached Hourly Rate Schedule. Revisions to the plans, reports, or related documents after the initial submission to the client or review authority will be considered supplemental services and will be performed in accordance with the rate schedule. If requested, we will provide

DYKSTRA WALKER DESIGN GROUP

Pequannock Township
April 22, 2025
Page 5 of 6

- The fees identified in this proposal are valid for a period of six months. After six months, they are subject to adjustment at the option of Dykstra Walker Design Group. Hourly rates identified in this proposal are valid until the end of this calendar year. They are subject to change after this calendar year at the option of Dykstra Walker Design Group.
- Should any item in this agreement be determined to be non-binding, that item will be disregarded and the remaining items in this agreement shall remain valid.
- The client is responsible for understanding permit and approval conditions and expiration dates, and shall authorize requests for extension, renewal, etc. where necessary well in advance of the expiration date.
- Client will not hold Dykstra Walker Design Group or its individual owners liable for any consequential damages such as project carrying costs, construction cost increases, loss of sales, loss of rent or other costs that could result if the project is delayed for any reason or not approved for any reason.

We appreciate the opportunity to provide services for this project. Please sign in the space below and return a signed version to this office. Contact our office should you have any comments or questions.

Yours truly,

Dykstra Walker Design Group, PA

Mark Gimigliano

Mark Gimigliano, PE
Principal

Agreed and accepted by:

Signature: _____

Date: _____

Frank Russo, PE, PP

HOURLY RATE SCHEDULE

Position	Hourly Rate
Technical Assistant	\$130 - \$140
Technician	\$150 - \$165
Designer	\$170 - \$185
Design Manager	\$195 - \$220
Project Manager	\$230 - \$245
Field Surveying	\$265
Principal	\$245 - \$265



Township of Pequannock

ENGINEERING DEPARTMENT

Township Engineer:
Frank Russo, PE, PP, CME
Tel: (973) 835-5700 x188
Fax: (973) 835-9396
Email: frusso@peqtwp.org
Mailing Address:
530 Newark-Pompton Turnpike
Pompton Plains, NJ 07444
Office Address:
99 Alexander Avenue (DPW Annex)
Pompton Plains, NJ 07444

Memorandum

Re: **Municipal Leaf Dump**
Recommendation to Award NJDEP Permitting Professional Services

To: David Seugling
From: Frank Russo, PE, PP – Township Engineer 
Date: April 23, 2025
Cc: Adam Brewer - Township Manager

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RECIPIENT
DATE

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The Bowman proposal does not impact daily operations and provides professional services not offered by the other respondents. I would recommend accepting the Bowman proposal.

Attachments.



March 21, 2025

VIA EMAIL (FRusso@Peqtwp.org)

Mr. Frank Russo
Township Engineer
Pequannock Township Engineering
99 Alexander Avenue
Pompton Plains, NJ 07444

**RE: Pequannock Township Composting Facility (the "Project")
 Proposal to provide Professional Services ("the Proposal")
 Block 902, Lot 1
 530 Turnpike (NJSH Route 23)
 Pequannock Township, Morris County, New Jersey**

Dear Mr. Russo:

We are pleased to submit this Proposal to provide Professional Services for the above referenced project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with the attachments thereto will constitute a binding agreement (the "Agreement") between Bowman Consulting Group, Ltd ("Bowman") and Pequannock Township (the "Client").

The property is identified as Block 902 Lot 1 as depicted on the Tax Assessment Map Township of Pequannock Map 9 dated 09/01/2021. The property is located at 530 Turnpike (NJSH Route 23) and bounded by the Pompton River to the north. The property is located within the C/R Conservation / Recreation Zoning District and contains approximately 24.76 acres.

It is our understanding that the Project consists of preparing a stormwater management design for submission to NJDEP and other regulatory agencies for the purpose of obtaining a stormwater discharge permit for the facility.

Standard of Care – Services provided by Bowman under this proposal will be performed in a manner consistent with the degree and skill ordinarily exercised by members of the same profession practicing under similar circumstances, including standard of care at the time the services were provided.

Quality Control – A portion of the stated compensation is set-aside for Quality Control/Quality Assurance, which is part of the Bowman Quality Control Policy.

Mr. Frank Russo
Pequannock Township Composting Facility
Pequannock Township, Morris County, NJ
March 21, 2025
Page 2 of 18

SCOPE OF SERVICES AND FEES

The scope of services (the "Scope") and associated fee shall be as follows:

TASK 1 DRAINAGE CONTROL MAP

Using the topographic survey map provided by the Township, we will prepare plans for the design of onsite stormwater management facilities in support of an application to the NJDEP for a NJPDES Stormwater Discharge Permit Wood Waste Recycling and Leaf Composting Stormwater General Permit. The plans will provide information required per the November 25, 2022, letter from the NJDEP regarding Final Stormwater Discharge new Master General Permit Wood Waste Recycling and Leaf Composting. The following plans will be prepared:

- Cover Sheet: showing location map, owner/applicant information, and sheet index.
- General Notes Plan: including tax map, and general notes and legend.
- Demolition/Site Preparation Plans: showing existing site features and items to be removed.
- Layout and Dimensioning Plan: showing proposed site improvements.
- Grading and Drainage Plan: showing existing and proposed contours and spot elevations in the area of development, utility lines, structures, invert and rim elevations, pipe materials and sizes (and slopes, where appropriate).
- Soil Erosion and Sediment Control (SESC) Plans; showing SESC measures as required by the Soil Conservation District (SCD).
- Soil Erosion and Sediment Control Details/Notes (scale: as necessary): showing details, notes and schedules as required by the SCD.
- Construction Details Sheet(s) (scale: as necessary); showing construction details for the site items specified by BCG and entry signage details. The plans will be of sufficient detail so that separate construction specifications will not be required.

FEE: \$12,000 Lump Sum

TASK 2 LANDSCAPE ARCHITECTURE SERVICES (if required)

Depending upon the proposed water quality stormwater management facility proposed, landscaping design may be required to provide a green infrastructure planting plan for a bio-retention basin(s).

Bowman will offer comprehensive coordination and documentation services, ensuring compliance with NJDEP BMP requirements for green infrastructure facilities proposed within the project. The design will align with the Local Ordinance and industry standards and encompass the following key elements:

- Identify native plant species suitable for bioretention basins in accordance with the New Jersey Department of Environmental Protection (NJDEP) Best Management Practices (BMP) requirements for green infrastructure.

Mr. Frank Russo
Pequannock Township Composting Facility
Pequannock Township, Morris County, NJ
March 21, 2025
Page 3 of 18

- Develop a detailed planting plan indicating the location, spacing, and quantities of selected plant species within the bioretention basin.
- Develop specific planting details in compliance with the NJDEP BMP requirements for green infrastructure.
- Ensure that all aspects of the planting design, including plant selection, spacing, and maintenance practices, comply with the NJDEP BMP requirements for green infrastructure.
- Incorporate any specific guidelines or regulations provided by the NJDEP into the planting design and documentation.
- Coordinate with the project team to integrate the planting design with other components of the bioretention basin, such as soil media, underdrains, and overflow structures.

Deliverables for this task will include the following:

- Green Infrastructure Planting Plans
- Green Infrastructure Notes and Details

FEE: \$2,900 Lump Sum

TASK 3 STORMWATER MANAGEMENT REPORT

As part of the site design, we will prepare a stormwater management report with calculations demonstrating how the project is in conformance with New Jersey Stormwater Management regulations related to wood waste recycling facilities, including incorporation of green infrastructure BMP's. Pre- and post-development drainage area maps showing proposed storm drainage facilities and drainage areas contributing to those facilities will be included. These basins will be designed to achieve an 80 percent TSS removal.

FEE: \$9,500 Lump Sum

TASK 4 SWM AREA EVALUATION

Bowman will coordinate with our geotechnical consultant to perform a preliminary stormwater management (SWM) area evaluation in support of the proposed NJPDES permit application and stormwater management facility design for the property.

Lot 1 Test Pits / Soil Investigation

A field investigation will be conducted in the proposed SWM area(s) designated to review the soil profile pits and evaluate soil infiltration rates using established engineering practices for subsequent SWM design. Comprehensive soil testing per the *New Jersey Stormwater Best Management Practices Manual* (BMP Manual) cannot be confirmed until the results of the preliminary field investigation are used for SWM design. Additional subsurface data and redesign may be required following the proposed evaluation to fully

Mr. Frank Russo
Pequannock Township Composting Facility
Pequannock Township, Morris County, NJ
March 21, 2025
Page 4 of 18

satisfy testing criteria presented in the BMP Manual. Specifically, the SWM area evaluation will include the following:

- excavating up to four soil profile pits utilizing a rubber-tire backhoe at accessible portions of the SWM facilities footprints to a depth of up to 12 fbg (or refusal).
- classifying soils encountered per the United States Department of Agriculture textural classification system and identifying indications of seasonal high groundwater such as soil mottling as well as potential restrictive zones within the test areas; and
- conducting up to four (4) in-situ infiltration tests or laboratory tube permeameter tests at depths specified by Bowman.

The results of the SWM area evaluation will be presented in a summary letter and on a plan sheet prepared by a Professional Engineer including soil profile pit locations, estimated seasonal high groundwater levels and soil infiltration rates. If unfavorable results are indicated by the analyses and/or if requested by reviewing agencies, more specific and intensive exploration and analyses such as basin flood tests and mounding analyses, subsequently may be required which will be addressed in an addendum proposal.

This task is based on the assumption that conditions suitable for SWM design recommendations will be encountered within the exploration depths proposed. If marginal or unsuitable conditions are encountered, the exploration program may be revised to include deeper borings and/or additional investigation and analysis may be recommended which will be addressed in an addendum proposal. If possible, our geotechnical consultant will attempt to make necessary revisions to the exploration program during the site investigation based upon observations of site soil conditions.

FEE: \$9,500 Lump Sum*

Lot 2 Private Utility Mark-Out (if requested/required)

Our geotechnical consultant will make the public utility One Call and request a mark-out, however, public-utility locating services typically do not locate and mark underground utilities on private property. If authorized, we will engage a private utility locator to identify, and mark detected underground utilities in the vicinity of the on-site testing locations in an effort to reduce the risk of damaging underground utilities. The location of on-site private underground utilities will be conducted with electromagnetic and/or other geophysical survey equipment in the vicinity of the test locations, and markings will be made on the ground surface with spray paint or flags.

FEE: \$2,500 Lump Sum*

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Lot 3 Soil Profile Pit Restoration (if requested/required)

Test locations will be backfilled once with excavated soil. If requested, soil profile pits conducted in existing paved areas will be surficially restored with hot mix asphalt at the supplemental cost provided. Costs for repairing areas disturbed by the field investigation are not included in this proposal. The owner should anticipate some settlement at test locations, and future maintenance may be required. Excess soil drill cuttings or excavated soils will remain on site (either mounded at test locations or placed at a staging area designated by the site owner) or can be drummed at an additional cost, if requested by the client. Bowman and our geotechnical consultant assume no responsibility for damage resulting from future settlement at backfilled sample locations.

FEE: \$1,250 per patch area*

**fees assume these services are authorized and conducted concurrently.*

TASK 5 STORMWATER MANAGEMENT MAINTENANCE PLAN

In accordance with N.J.A.C. 7:8-5.8 Maintenance Requirements of the NJ Stormwater Management Rules, a maintenance plan for the stormwater management measures incorporated into the design is required to be prepared. The maintenance plan will contain specific preventative maintenance tasks and schedules, cost estimates for preventative and corrective maintenance, and responsibility for maintenance of the facilities. The Maintenance Plan will also include a plan identifying the proposed stormwater management facilities on the property. We will coordinate with you and your land use attorney in recording the plan with the County as required by the regulations.

FEE: \$3,200 Lump Sum

TASK 6 SOIL EROSION AND SEDIMENT CONTROL PERMITTING

The project is expected to disturb greater than 5,000 SF of area and thus requires approval from the Morris County Soil Conservation District (MCSCD). Bowman will coordinate with you to prepare the required application for Soil Erosion and Sediment Control Plan (SESC) Certification for the project. We will also prepare a Hydrologic Modeling Database Basin summary form for each stormwater management facility proposed. The submission will also include calculations required by the SCD in support of the proposed soil erosion measures.

FEE: \$3,500 Lump Sum

The project is not expected to disturb greater than 1 acre of land. Thus, preparation and submission of an application for a Stormwater Construction General Permit (5G3) is not included in this task.

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TASK 7 NJDEP NJPDES PERMIT APPLICATION

We will coordinate with you to prepare an application to the NJDEP for a NJPDES permit application for the discharge of stormwater. We will complete the NJPDES-1 form last revised 12/16/2024 with supporting documents for submission to the NJDEP.

FEE: \$5,500 Lump Sum

TASK 8 PROJECT MANAGEMENT AND MEETINGS

During the course of the project, project management, general correspondence with you and regulatory agencies and attendance at meetings with you, regulatory agencies, and their consultants are expected. Bowman staff provide project management after submission of the applications to the regulatory agencies. Bowman will attend meetings during normal business hours as requested and required by you. At this time, we have included a total of 20 hours of project management, general correspondence, and project meetings for this project.

FEE: \$5,200 Lump Sum

COMPENSATION

We will provide the services described above for the fees indicated below:

Tasks		Lump Sum Fee	Unit Fees
TASK 1	Drainage Control Map	\$12,000	
TASK 2	Landscape Architecture Services (if required)	\$ 2,900	
TASK 3	Stormwater Management Report	\$ 9,500	
TASK 4	SWM Area Evaluation		
1	Test Pits / Soil Investigation	\$ 9,500	
2	Private Utility Mark-out (if requested/required)	\$ 2,500	
3	Soil Profile Pit restoration (if requested/required)		\$1,250 each
TASK 5	Stormwater Management Maintenance Plan	\$ 3,200	
TASK 6	Soil Erosion and Sediment Control Permitting	\$ 3,500	
TASK 7	NJDEP NJPDES Permit Application	\$ 5,500	
TASK 8	Project Management and Meetings	\$ 5,200	
Total Proposed Lump Sum Fees		\$53,800	

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OUT OF SCOPE SERVICES

While we believe the intent of each task listed in the scope of services is clear and limited, from time to time a reading of those services may infer a broader scope than was intended. In order to clarify the scope of services we point out that the services listed above do not include the following items which are not anticipated now, but may ultimately be required on this project. If you would like BCG to furnish these or any other out-of-scope services, we would be pleased to discuss a mutually agreeable scope of services and fee arrangement.

- Revisions to plans from regulatory agency comments not due to an error or omission on the part of Bowman.
- Design of Structural Elements such as chambers, concrete walls, and modular walls over 4 ft. high.
- NJDEP permit applications beyond those proposed above.
- Flood hazard analysis and permitting including any riparian zone disturbance.
- Wetlands investigations.
- Threatened and Endangered Species Studies, Habitat Assessments, and/or Reports.
- Mitigation (plans or proposals).
- Geotechnical investigations beyond those enumerated herein.
- Survey services.
- Stormwater Pollution Prevention Plan preparation and inspections.
- Construction Services.
- Application fees.
- Reimbursable expenses.

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by Bowman in the interest of the Project and will be invoiced at the actual cost to Bowman plus fifteen percent (15%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out-source delivery (i.e., DHL, FedEx) costs
- Fees and expenses of special consultants as authorized by the Client.
- Parking fees and mileage for employee travel by car to facilitate the project.

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REPROGRAPHIC, COURIER AND OTHER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for Bowman, its employees, agents, and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for Bowman to perform the services described herein. By either countersigning this Proposal or verbally authorizing Bowman to proceed, the Client warrants and represents that it has obtained such permission. The Client shall provide the following items upon request of Bowman in a timely manner and at no expense to Bowman:

- Access to the subject property for staff and a track-mounted excavator during the hours of 8 am to 5 pm , Monday through Friday.
- Provide DWG and PDF copies of Topographic Survey of property.
- Submission Fees

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, Client or regulatory requested revisions, additional meetings, regulatory changes, etc., Bowman will notify the Client that additional scope of work and fees are required and will obtain the Client's written approval prior to proceeding with any additional work.

Bowman's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.

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Please indicate your acceptance of this proposal by executing below, initial Schedules A and B and complete Schedule C and return one copy to us. Thank you for the opportunity to provide services to Pequannock Township.

Very truly yours,
Bowman Consulting Group, Ltd.



Eric L. Keller, P.E., P.P., LEED AP
Vice President
ekeller@bowman.com



Sean A. Delany, P. E., P.P., CME
Principal
sdelany@bowman.com

Enclosures

AGREEMENT

Pequannock Township hereby accepts this proposal and all terms and conditions of the Proposal (including the Standard Terms and Conditions) and authorizes Bowman Consulting Group, LTD to proceed with the Project, and the undersigned represents that he or she is authorized by Pequannock Township to so execute this Proposal and accepts full responsibility for payment for services performed as described above.

Pequannock Township

Accepted this _____ day of _____, 2025.

Signature Printed Name

Bowman

TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from Bowman Consulting Group, Ltd. ("Bowman") to Pequannock Township ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between Bowman and Client, and supersede any previous agreement or understanding.

1. Scope of Services. Bowman will provide the services expressly described in and limited by the Proposal (the "Scope"). If in Bowman's professional judgment the Scope must be expanded or revised, Bowman will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.

2. Standard of Care. The standard of care for all services performed by Bowman for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by Bowman unless such design or document has been properly signed and sealed by a licensed professional on behalf of Bowman.

3. Payment Terms. Bowman will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Bowman shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Bowman within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Bowman shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Bowman on behalf of Client or any related Client entities, until all invoices are paid in full and Bowman has received a retainer in such amount as Bowman deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Bowman's election above, Bowman shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Bowman.

(b) If Client disputes any submitted invoice, Client shall give written notice to Bowman within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Bowman within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and Bowman shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

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4. Retainer and Other Payments. ~~Bowman reserves the right to require that Client make a payment to be held by Bowman as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to Bowman should Client (or any affiliate of Client) fail to timely pay invoices due Bowman. The Retainer account may consist in part of payments applied by Bowman pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of Bowman. Upon the conclusion of this Agreement, or its earlier termination, Bowman shall (a) apply the Retainer to any unpaid amount owed Bowman by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to Bowman by Client with respect to the Project or other projects.~~

5. Client Duties and Responsibilities. Client shall inform Bowman of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. Bowman shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from any third-party for Bowman to use such third-party information; (b) such consent shall be provided to Bowman upon request; and (c) such consent shall be in a form that, in Bowman's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to Bowman. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless Bowman from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by Bowman and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of Bowman pursuant to this Agreement.

6. Insurance. Bowman and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, Bowman shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall Bowman's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time Bowman may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective Bowman shall give notice thereof to Client.

7. Potential Liability of Bowman. The following provisions shall operate with respect to any potential liability of Bowman arising under the Agreement:

- (a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by Bowman that Client believes creates liability on the part of Bowman unless Client gave written notice to Bowman not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. Bowman shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

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(b) In recognition of the relative risks, rewards and benefits of the project to both the Client and Bowman, the parties agree that Bowman's total liability to the Client for any and all losses, expenses, injuries, claims or damages arising out of the service provided by Bowman hereunder, from any cause or causes, shall not exceed the total amount of \$25,000, or the amount of Bowman's fee (whichever is greater). This limitation shall apply to claims based upon breach of contract, negligence, or any other theory.

(c) To the fullest extent permitted by law, Bowman and Bowman's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

(d) Client agrees that Bowman's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

8. Certificate of Merit. In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against Bowman unless Client shall have first provided Bowman with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to Bowman thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.

9. Conflict Resolution and Applicable Law. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the parties agree that the state and federal courts located in Virginia shall have jurisdiction and venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

10. Ownership of Documents and Other Rights of Bowman.

(a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by Bowman as instruments of service ("Work Product") shall remain the property of Bowman up until such time as all monies due to Bowman have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) Bowman shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license Bowman shall retain all common law, statutory, and other reserved rights,

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including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project, Client agrees to indemnify and hold Bowman harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if Bowman provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

(b) Bowman reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to Bowman for Bowman to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

11. Modification. From time to time Bowman may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and Bowman subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

12. Exclusions from Scope. By way of illustration and not limitation, unless specifically included in the Scope, Bowman has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

13. Limits of Scope.

(a) Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by Bowman or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to Bowman design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.

(b) Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect Bowman's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that Bowman has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.

(c) Construction Means and Methods. Client agrees that Bowman does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.

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(d) Shop Drawing Review. If specifically included in the Scope, Bowman shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. Bowman's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.

(e) Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests Bowman to either expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by Bowman as hourly rate services under Section 14 below.

(f) Building Plan Coordination. If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to Bowman by such date and in such state as Bowman reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to Bowman, Bowman may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to Bowman plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.

14. Fees by Hourly Rate Schedule. If Client requests Bowman to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate Bowman for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, Bowman may revise its Hourly Rate Schedule in January of each subsequent year.

15. Covenants Benefiting Third-Parties. Bowman and Client acknowledge that from time to time third-parties may request Bowman to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of Bowman's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at Bowman's discretion, and, if Bowman decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to Bowman, at Bowman's discretion.

16. Assignment. This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, Bowman may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, Bowman may assign its right to receive payments under this Agreement.

17. Termination. Either party may terminate the provision of further services by Bowman under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by Bowman under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed

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invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay Bowman for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) Bowman shall have the right to withhold from Client the use or possession of Work Product prepared by Bowman for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by Bowman resulted from a material breach by Client, Bowman shall have the right to withdraw any Work Product or other documents filed with any governmental agency by Bowman in its name on behalf of Client; and (d) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute Bowman's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.

18. Miscellaneous. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

19. Notices. Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to Bowman, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group Ltd.
12355 Sunrise Valley Drive, Suite 520
Reston, Virginia 20191
Attn: Robert A. Hickey

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

BOWMAN CONSULTING

SCHEDULE A - FEES FOR REPROGRAPHIC, DELIVERY, TRAVEL, AND OTHER SERVICES

January 2025

Reprographic Services

B&W Photo Copies	\$ 0.35 for 8-1/2" x 11" sheet;	\$ 0.70 for 11" x 17" sheet
Color Photo Copies	\$ 1.75 for 8-1/2" x 11" sheet;	\$ 3.50 for 11" x 17" sheet
Printing (bond)	\$ 3.75 for 24" x 36" sheet;	\$ 5.00 for 30" x 42" sheet
Color Line Plots	\$15.00 for 24" x 36" sheet;	\$20.00 for 30" x 42" sheet
Color Graphic Plots	\$25.00 for 24" x 36" sheet;	\$30.00 for 30" x 42" sheet

Binding, Mounting and Folding of plan sets, reports, or drawings is extra and invoiced at our scheduled rates, which will be provided upon request. Copying of Plans that have been archived in storage is subject to a minimum archive retrieval fee of \$50 plus applicable reprographic fees above.

Reprographic services are invoiced at the above rates plus 15%.

Delivery Services

In-house delivery services are invoiced at \$2.00 per mile (one way) and subject to a minimum \$20.00 charge for standard delivery during normal business hours. Rush services and times outside normal business hours are subject to a minimum \$20.00 surcharge.

Outsourced courier services (i.e., Federal Express, UPS, etc.) are invoiced at cost plus 15%.

Travel

Mileage for employee travel by car to facilitate the project, including travel to the project site and for meetings with the client, project team, contractors, or governmental agencies, will be invoiced at the current IRS standard mileage rate.

Airfare and/or lodging to facilitate the project will be coordinated with the client in advance and will be invoiced at cost plus 15%.

Miscellaneous

Other costs associated with sub-consultants, specialty equipment, laboratory testing, field testing, tolls, parking or other miscellaneous items will be invoiced at cost plus 15%.

BOWMAN CONSULTING
SCHEDULE B - HOURLY RATE
 January 2025

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Senior Principal.....	\$335.00
Principal	\$300.00
Regulatory Specialist/Department Executive.....	\$295.00
Sr. Project Manager	\$280.00
Project Manager	\$260.00
Sr. Project Engineer.....	\$245.00
Project Engineer	\$230.00
Staff Engineer.....	\$215.00
Sr. Project Designer	\$191.00
Project Designer.....	\$176.00
Staff Designer	\$168.00
Sr. Landscape Architect.....	\$231.00
Project Landscape Architect.....	\$208.00
Staff Landscape Architect.....	\$175.00
Senior CADD Drafter	\$172.00
Project CADD Drafter	\$158.00
Staff CADD Drafter	\$126.00
Sr. Construction Observer	\$170.00
Construction Observer	\$155.00
Senior Surveyor/PLS.....	\$225.00
Project Surveyor.....	\$195.00
Survey Technician III.....	\$160.00
Survey Technician II.....	\$145.00
Survey Technician I	\$130.00
3-Man Field Crew	\$270.00
2-Man Field Crew	\$245.00
1-Man Field Crew	\$175.00
3D Scanning Crew.....	\$275.00
Survey Field Technician.....	\$95.00
3D/UAV Modeling Technician	\$165.00
UAV Operation	\$275.00
Machine Control Technician.....	\$285.00
Administrative Professional.....	\$ 95.00
Public Meetings will be billed as follows:	
Sr. Principal	\$1,095.00
Principal	\$995.00
Staff Professional	\$895.00

Table 189 – DEFAULT 2025 New Jersey

Mr. Frank Russo
Pequannock Township Composting Facility
Pequannock Township, Morris County, NJ
March 21, 2025
Page 18 of 18

Bowman

Schedule C – Request for Information

Accounts Payable Contact:

Point of Contact: _____
Phone: _____
Fax: _____
E-Mail: _____

Billing Information:

Billing Entity: _____
Billing Address: ☐ Same as Proposal
☐ If Different, Please Provide.....

Billing Requirements:

Invoice Due Date: _____
Requirements/Attachments: _____
Invoices Transmitted Via
Electronic Mail to: _____
Offer ACH Direct Deposit: ☐ Yes, Contact: _____
☐ Not Sure, Contact our Office
☐ Not at this Time

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council authorizing the execution of an agreement concerning sewer use payment delinquency

Resolution No. R2025-115

WHEREAS, Sunset Pub and Grill has been a user of the Township sanitary sewer system for its business located at the Lincoln Park Airport and has not paid for the sanitary sewer service until advised to do so in 2024, and

WHEREAS, Current Township management was unaware of the fact that the property was served by the Township sanitary sewer system without being billed and that the account was being billed for public water but not sanitary sewer service until approximately a year ago. At that time billing for current usage was initiated; and

WHEREAS, having received no reasonable proposal to address the issue of unpaid use of the sewerage system, the Township began billing Sunset Pub and Grill for past sewer usage on February 12, 2025 and issued a water termination notice on March 19, 2025 which was extended to May 8, 2025 at the request of Sunset Pub and Grill; and

WHEREAS, the Township Council authorized the Township Manager to permit a time period of up to three years for repayment, upon request, provided a payment plan was agreed upon by Sunset Pub and Grill; and

WHEREAS, Sunset Pub and Grill has agreed to a repayment agreement which the Township Council finds is equitable and fair under the circumstances.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock that the appropriate Township Officials are hereby authorized to execute an Agreement Concerning Sewer Use Payment Delinquency with the Sunset Pub and Grill in the form attached hereto

Adopted: May 13, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

AGREEMENT CONCERNING SEWER USE PAYMENT DELINQUENCY

THIS AGREEMENT is being entered into this 8th day of May, 2025, between the **TOWNSHIP OF PEQUANNOCK** (hereinafter "Township"), and **SUNSET PUB AND GRILL**,

WHEREAS, Sunset Pub and Grill has been a user of the Township sanitary sewer system for under Township account number 004153 for its business located at the Lincoln Park Airport and has not paid for the sanitary sewer service until advised to do so in 2024 and

WHEREAS, Current Township management was unaware of the fact that the property was served by the Township sanitary sewer system without being billed and that the account was being billed for public water but not sanitary sewer service until approximately a year ago. At that time billing for current usage was initiated; and

WHEREAS, The Township has for approximately one year advised the owner of Sunset Pub and Grill that there must be payment made for the unbilled use of the sanitary sewer system which the Township agreed to limit to a ten year period before the date of notification; and

WHEREAS, having received no reasonable proposal to address the issue of unpaid use of the sewerage system, the Township began billing Sunset Pub and Grill for past sewer usage on February 12, 2025 and issued a water termination notice on March 19, 2025 which was extended to May 8, 2025 at the request of Sunset Pub and Grill; and

WHEREAS, the Township Council authorized the Township Manager to permit a time period of up to three years for repayment, upon request, provided a payment plan was agreed upon by Sunset Pub and Grill; and

WHEREAS, the Township and Sunset Pub and Grill have agreed to the following terms and conditions as set forth herein.

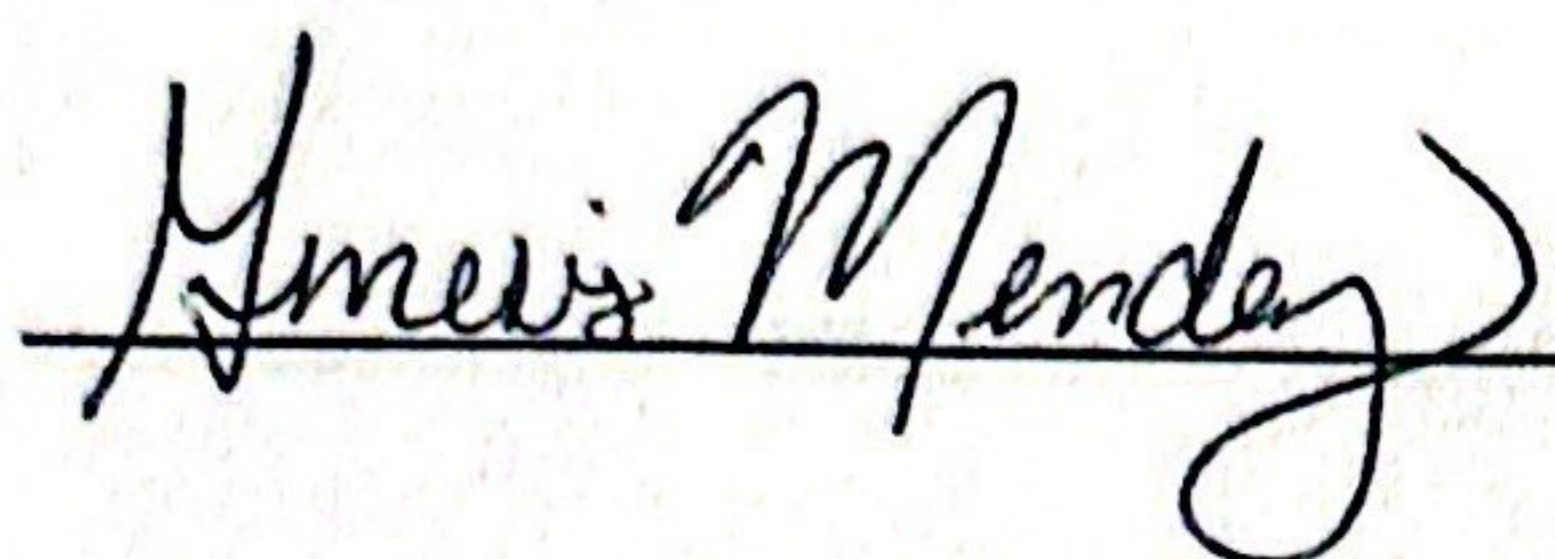
NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The parties agree that the total sum to be repaid is \$62,845.10 and that this sum shall be repaid through equal monthly payments beginning June 1, 2025 and May 1, 2028.
2. In consideration of the execution of this agreement the Township will not terminate water service on May 8, 2025 as noticed. The Township reserves the right to terminate water during the repayment period without further notice if payments are not made within fifteen (15) days of the due date.
3. This Agreement is subject to modification by mutual consent of the parties.
4. This agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings
5. This agreement can be enforced by an action file in the Superior Court in the event either party fails to perform the obligations contained herein. In the event an action is filed to enforce the terms of this agreement the prevailing party in such an action shall be entitled to costs of litigation and attorney fees.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereby have executed the Agreement as of the
day and date set forth above.

WITNESS:




Sunset Pub and Grill

Township of Pequannock

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council approving payment of the itemized claims as set forth on the **May 8, 2025** Bill List.

Resolution No. R2025-116

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 **May 8, 2025** Bill List and summarized as follows are hereby approved for payment:

Fund 01	Current Fund	1,800,477.44
Fund 02	Grant	350.00
Fund 04	General Capital Fund	19,456.38
Fund 05	Water Operating Fund	48,486.57
Fund 06	Water Capital Fund	4,748.50
Fund 07	Sewer Operating Fund	3,826.79
Fund 08	Sewer Capital Fund	0.00
Fund 13	Animal Control Fund	1,246.10
Fund 14	Builders Escrow Fund	17,653.25
Fund 15	Cash Trust Fund	0.00
Fund 20	Open Space Trust Fund	4,496.00
Fund 21	COAH Account	0.00
Fund 22	Fire Safety Fund	0.00
Fund 26	Solid Waste Utility Fund	68,533.33
Fund 30	Public Health Utility	0.00
Fund 32	Recreation Trust Fund	5,366.82
TOTAL		<u>\$1,974,641.18</u>

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

Adopted: May 13, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

Items for Discussion

ITEMS FOR DISCUSSION



Township of Pequannock

ENGINEERING DEPARTMENT

Township Engineer:
Frank Russo, PE, PP, CME
Tel: (973) 835-5700 x188
Fax: (973) 835-9396
Email: frusso@pegtwp.org
Mailing Address:
530 Newark-Pompton Turnpike
Pompton Plains, NJ 07444
Office Address:
99 Alexander Avenue (DPW Annex)
Pompton Plains, NJ 07444

Memorandum

Re: NJDOT Local Aid Grant Application – Sunset Road Potential Project Details

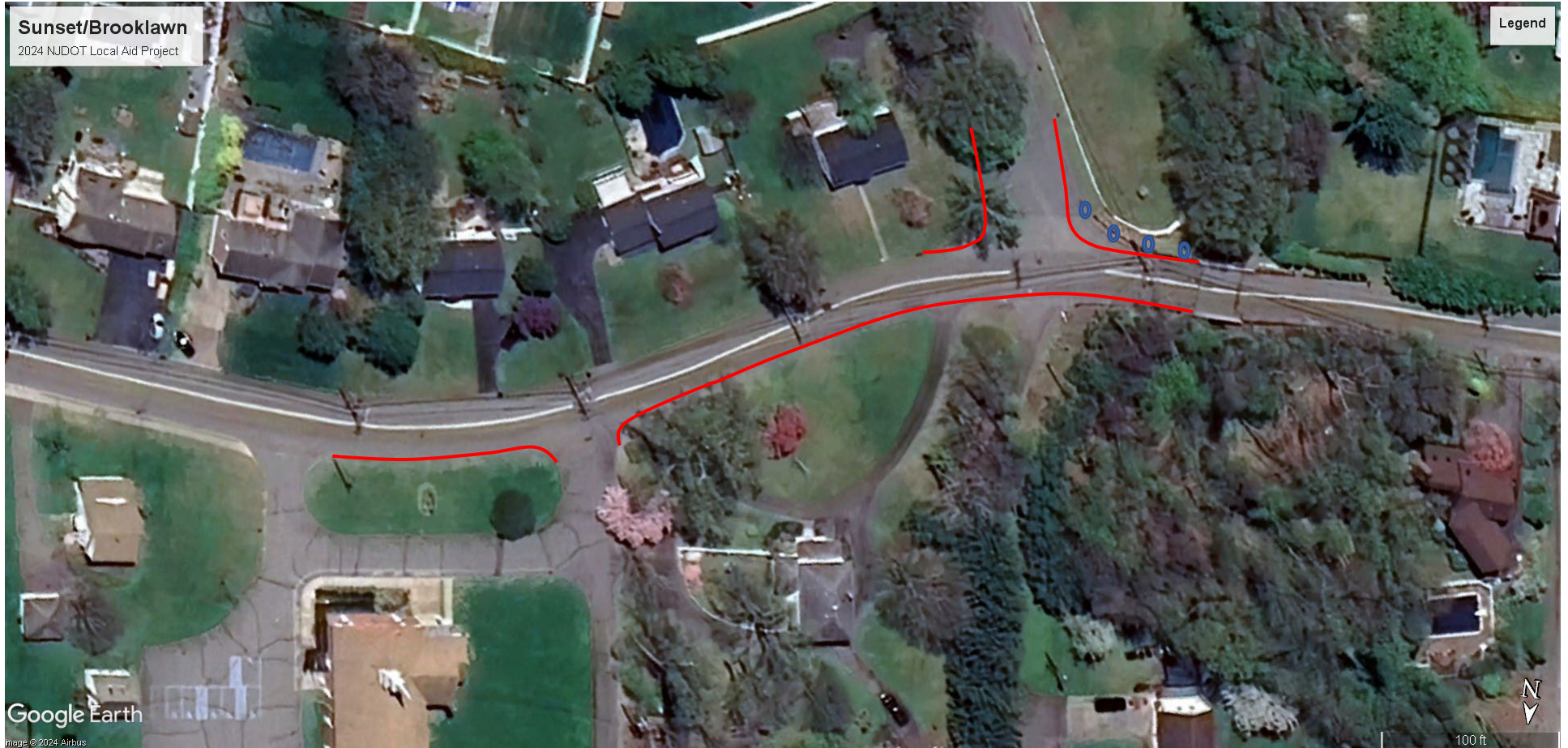
To: Adam Brewer – Township Manager
From: Frank Russo – Township Engineer
CC: David Seugling – Director of Public Works
Date: April 30, 2025

Adam,

As suggested, I offer the following clarifications and associated sketches for each of the potential NJDOT Local Aid Grant Application for Sunset Road project:

- Sunset Road – West Parkway to West Sunset Road – Safety Improvements:
 - Portions of Sunset Road, generally between Brooklawn Drive and Farm Road suffer from rutting along the northern travelled way. One of the conditions affecting the rutting is the existing, unconstrained pavement (lack of curbing) on the northern side of the road where the existing drainage ditch is closest to the road. The project would include the installation concrete curbing along those stretches.
 - As the bulk of this project would be partially funded by the NJDOT, all aspects of the roadway, including guide rails, would have to be brought up to the current design standards. The recent Beaverbrook Road NJDOT project is an example of the requirement. The guide rail on either side of the existing bridge, as well as potentially along the northerly side of roadway, would be included in the project.
 - The pavement width of Sunset Road Changes from 32' wide to 26' wide at the existing bridge, just west of Brooklawn Drive intersection. Brooklawn Drive is also a popular cut through to West Parkway. The geometry of the Sunset/Brooklawn intersection invites speed heading easterly onto Brooklawn. Tightening up the intersection radii at Brooklawn Drive would serve as a deterrent to speeding turning movements onto Brooklawn, provide better visual cues to the pavement width reduction, as well as allow for better sight distance at this intersection.
 - The pavement rating for this portion of Sunset was a 79 in 2020, which was the sixth lowest rated pavement in town.

2026 NJDOT Local Aid Application
Sunset Road Reconstruction – West Parkway to West Sunset



Proposed Intersection Improvements at Sunset / Brooklawn:

- Install Curbing (red lines) from where it ends to the existing bridge
- Proposed curb to transition pavement width from 32' (left side of photo) to 26' at bridge
- Tighten up geometry of Brooklawn /Sunset intersection to more of a right angle.
- Replace upgrade existing guide rail (blue circles) at either side of bridge

2026 NJDOT Local Aid Application
Sunset Road Reconstruction – West Parkway to West Sunset



Proposed Improvements at Sunset / Forest Drive to Farm Road:

- Install curbing (red line) on north side (bottom of the photo) opposite existing curbing to provide a constrained edge
- Evaluate whether recent NJDOT (AASHTO) regulations require guide rail (blue circles) installation along the top of bank of the existing drainage ditch