

Pequannock Township

COUNCIL MEETING AGENDA

July 8

2025



Township of Pequannock

TOWNSHIP COUNCIL MEETING AGENDA

July 8, 2025 ▪ 7:00 p.m.

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

Mayor: John Driesse
Deputy Mayor: Kyle Russell
Council Members: Melissa Florance-Lynch, David Kohle, Vincent Siracusa
- 5. PRESENTATIONS.**
- 6. REPORTS FROM VOLUNTEERS.**
- 7. PUBLIC COMMENT.** *(3 minute limit not to exceed 30 minutes total)*
- 8. MANAGER'S REPORT.**
- 9. PUBLIC HEARINGS**
- 10. ORDINANCES FOR INTRODUCTION**
- 11. RESOLUTIONS FOR APPROVAL.**
 - **R2025-144**, authorizing the execution of an agreement concerning sewer use payment delinquency.
 - **R2025-145**, appointing members of Advisory Committees.
 - **R2025-146**, authorizing the use of the Bergen County Cooperative Pricing System for the purchase of a 2024 Ford E-350 Eldorado Advance Driver Plus 12 Passenger Bus.
 - **R2025-147**, rejecting all bids for the collection, removal, and disposal of garbage and bulk waste.
 - **R2025-148**, rejecting all bids for recycling collection services.
 - **R2025-149**, awarding a contract for Vegetative Waste Collection Service to Blue Diamond Disposal of Mt. Arlington, NJ for the Contract amount of \$1,842,000 for a five-year term in accordance with the bid specifications.
 - **R2025-150**, awarding the contract for the Wells 1 & 2 PFAS Treatment Project to Sovereign Consulting, Inc.
 - **R2025-151**, awarding the contract for Manor Avenue Sidewalk Replacements to Cedar Contracting Co., Inc.
 - **R2025-152**, authorizing an extension of the Township Sanitary Sewer Line with waivers and the execution of a Sanitary Sewer Extension Agreement with Ebenezer Netherlands Reformed School.
 - **R2025-153**, authorizing the acceptance of a hold harmless agreement (70 West Parkway).
 - **R2025-154**, authorizing the acceptance of a hold harmless agreement (3 Arundel Rd).
 - **R2025-155**, awarding the contract for the Sunset Road – South Sunset Lane to West Parkway Reconstruction Project to Cifelli & Son General Contracting, Inc.
 - **R2025-156**, authorizing Tax Office refunds, overpayments or cancellations.
 - **R2025-157**, authorizing release of deposits for construction in a Township Right of Way.
 - **R2025-158**, approving payment of the itemized claims as set forth on the July 3, 2025 Bill List and FEMA Elevation Escrow list.
- 12. ITEMS FOR DISCUSSION.**
 - Dog Park at Lyman Park
- 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: Borough of Lincoln Park Animal Control Services
- Attorney Client Privilege

18. ADJOURNMENT.

Next Meetings: Tuesday, August 12, 2025 7:00 p.m.
Tuesday, September 9, 2025 7:00 p.m.

Manager's Report

MANAGER'S REPORT

Township of



Pequannock

To: Township Council

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

Re: Manager's Report – 7/8/2025 Council Meeting

Date: July 3, 2025

A) Signs Over Newark-Pompton Turnpike

Direction was previously given to solicit approval to hang a horizontal sign across Newark-Pompton Turnpike. Staff and I identified the process, with assistance from JCL&L and the County of Morris, which is delineated below.

Each time there is a desire to have a sign hung across the Turnpike, a unique application must be submitted for approval, as described below.

- Morris County Commissioners Approval (application available from the County Administrator's Office)
- JCP&L Approval (min 30 days in advance)
 - numbers of the poles and sign location
 - details on the type of pole attachment with the installation and removal dates
 - provide a certificate of insurance
 - provide required form letter indemnifying JCP&L

Once approved, signs may be hung for the described time period and then fully removed. The installation of wire across Newark-Pompton Turnpike with signs periodically hung and removed is not permitted.

Following the approval received from the County Commissioners, the application was formally made to JCP&L on June 23, 2025 for three signs to be hung with the corresponding documents and insurance indemnification.

On July 3, 2025, the Township received a written response from a representative of First Energy, the parent company to JCP&L, stating, "First Energy does not allow any banner or lighting strung from pole to pole." A follow up call was placed to the JCP&L government affairs representative who confirmed this to be true, while acknowledging this answer does represent a change in policy. Should you receive any requests from outside organizations to have a banner hung across the Turnpike, please feel free to share this update or direct the organizations to me.

B) Dial-A-Ride Bus Purchase

Following the recommendation by staff and the approval of the Dial-A-Ride Board of Trustees, a resolution has been scheduled for the purchase of a 2024 Ford E-350 Eldorado Advance Driver 14 passenger bus in the amount of \$107,010.00. It is important to note this acquisition is being fully funded by grant money.

C) Vegetative Waste Collection

On May 22, 2025, the Township received and opened a bid for the collection of vegetative waste. One bid was received from the incumbent service provider, Blue Diamond Disposal. Following review of the bid by the Township Attorney and me, which deemed the bid to be responsive and responsible, the recommendation is made to award a contract for the total amount of \$1,842,000.00 to Blue Diamond Disposal. Following is breakdown of the total cost by contract year:

Year 1	\$342,000.00
Year 2	\$355,200.00
Year 3	\$368,400.00
Year 4	\$381,600.00
Year 5	\$394,800.00
TOTAL	\$1,842,000.00

D) Solid Waste Collection

On May 22, 2025, the Township received and opened bids for the collection, removal and disposal of garbage and bulk waste; two bids were received. Following a review of the bids submitted, it was determined by the Township Attorney and me that there was a flaw in the low bid submitted by Affordable Cartage, LLC, requiring a rejection of that bid. The second bid submitted by Gaeta Recycling Co., Inc., was determined to be significantly in excess of the anticipated budget amount, necessitating its rejection as well. A resolution has been scheduled for the consideration of the Township Council taking this recommended action. Should the recommended action be taken, the Township will again solicit bids for the collection, removal and disposal of garbage and bulk waste.

E) Recycling Collection

On May 22, 2025, the Township received and opened bids for recycling collection services; two bids were received. Following a review of the bids submitted, it was determined by the Township Attorney and me that there was a flaw in the low bid submitted by Affordable Cartage, LLC, requiring a rejection of that bid. The second bid submitted by Get A Can., Inc., was determined to be significantly in excess of the anticipated budget amount, necessitating its rejection as well. A resolution has been scheduled for the consideration of the Township Council taking this recommended action. Should the recommended action be taken, the Township will again solicit bids for recycling collection services.

F) Manor Avenue Sidewalk Replacements

On June 19, 2025, the Township received and opened bids for the Manor Avenue Sidewalk Replacements. Nine bids were received ranging in price from \$100,996.00 to \$181,961. Following a review of the low bid submitted by Cedar Contracting Co., Inc., it was deemed to be within budget and responsive and responsible by the Township Attorney, Township Engineer and me. Therefore, a resolution authorizing the award of a contract for the Manor Avenue Sidewalk Replacements in the amount of \$100,996.00 has been scheduled for the Council's consideration.

Township of Pequannock

G) Sunset Road (Phase 1) South Sunset Lane to West Parkway Reconstruction Project

On July 2, 2025, the Township received and opened bids for the Sunset Road – South Sunset Lane to West Parkway Reconstruction Project. Four bids were received and ranged in price from \$236,037 to \$265,288.50. Following a review of the low bid submitted by D.L.S. Contracting, Inc., it was determined by the Township Attorney and me that the bid must be rejected due to how the subcontractor certification page was completed.

The next lowest bid, submitted by Cifelli & Son General Contracting was then reviewed by the Township Attorney, Township Engineer and me and determined to be withing budget and responsive and responsible. Therefore, a resolution of the Township Council has been prepared for the Council's consideration to award the contract for the Sunset Road – South Sunset Lane to West Parkway Reconstruction Project to Cifelli & Son General Contracting, Inc. in the amount of \$240,173.00. Please note, this project is being overwhelmingly supported by the 2025 NJ DOT Municipal Aid Grant.

H) Wells 1 & 2 PFAS Mitigation

On May 15, 2025, the Township received and opened bids for the Wells 1 & 2 PFAS Treatment Project. Seven bids were received and ranged in price from \$3,884,000.00 and \$5,810,000.00. A review of the lowest bid by submitted by Ray Palmer Associates by the Township Attorney, Consulting Engineer and me revealed that due to how the subcontractor certification page was completed the bid must be rejected.

The second lowest bid submitted by Sovereign Consulting Inc., in the amount of \$4,175,000 was reviewed by the Township Attorney, Consulting Engineer and me, and was determined to be within budget, responsive and responsible. Therefore, a resolution has been scheduled for the Council's consideration authorizing the award of a contract to Sovereign Consulting, Inc., in the amount of \$4,175,000 for the Wells 1 & 2 PFAS Mitigation project.

I) Pickleball Operations – Recommendations from Staff

Enclosed please find a copy of the proposed General Rules for Use of Pickleball Courts.

In addition to the proposed rules, use of the court is recommended as follows, noting this may be subject to change based upon future evaluation and/or conditions:

Hybrid Tennis/Pickleball Courts

The three hybrid tennis/pickleball courts will remain walk-on or available for reservation.

Six New Pickleball Courts

- Parks & Recreation Programs
 - Mondays: 5:00 pm to 7:30 pm (three of the six courts for clinics)
 - Thursdays: 5:00 pm to 10:00 pm (league play – all six courts)
- Open Play
 - Mondays: 7:30 pm to 10:00 pm
 - Tuesdays: 7:30 pm to 10:00 pm
 - Wednesdays 8:00 am to 12:00 pm
 - Saturdays: 8:00 am to 12:00 pm
- All other days/times not identified for either Parks & Recreation programs or open play will be available for walk-on or reservation use.

* * *



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: Manor Avenue Sidewalk Replacements
Recommendation to Award Contract**

To: Adam Brewer - Township Manager
From: Frank Russo, PE, PP – Township Engineer
Date: June 19, 2025
Cc: David Seugling

On Thursday June 19, 2025 nine (9) sealed bids were accepted for the 2024 Capital project. The Engineer's Estimate for this project was \$162,200. The average submitted bid price was \$148,361.55.

Upon review of the lowest bidder and verification of references, this office recommends accepting the proposal from Cedar Contracting Co. Inc. of Hillside, New Jersey in the amount of **One Hundred Thousand Nine Hundred Ninety Six Dollars and No Cents (\$100,996.00)**.



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: Sunset Road – South Sunset Lane to West Parkway
Recommendation to Award Contract**

To: Adam Brewer - Township Manager
From: Frank Russo, PE, PP – Township Engineer
Date: July 2, 2025
Cc: David Seugling

On Thursday July 2, 2025 four (4) sealed bids were accepted for this 2025 Capital project. The Township was awarded an NJDOT Municipal Aid Grant in the amount of \$280,000 for these improvements. The Engineer's Estimate for this project was \$271,660. The average submitted bid price was \$246,030.75.

Upon review of the lowest bidder, verification of references and the review of the Municipal Attorney, this office recommends accepting the bid proposal from Cifelli & Son General Contractors Inc. of Nutley, New Jersey in the amount of **Two Hundred Forty Thousand One Hundred Seventy Three Dollars and No Cents (\$240,173.00)**.

MURPHY
McKEON P.C.
COUNSELLORS-AT-LAW

ROBERT H. OOSTDYK, JR.
ANTHONY M. BUCCO
JAMES T. BRYCE
CHRISTOPHER I. WOODS¹
DAVID J. RUITENBERG
JAMES M. PARISI¹

BRIANNA J. WINNING

OF COUNSEL:
JAMES L. McKEON, III¹
SERENE M. HENNION
SHARON L. WEINER²
JOHN J. GENOBLE, JR.

MARTIN F. MURPHY¹ (Ret.)
DIANA WALSH (Ret.)

¹ NEW JERSEY & NEW YORK BAR
² NEW JERSEY, NEW YORK & PENNSYLVANIA BAR

901 ROUTE 23 SOUTH, 2ND FLOOR
POMPTON PLAINS, NEW JERSEY 07444
TELEPHONE: (973) 835-0100 · FACSIMILE: (973) 835-1732
www.murphymckeonlaw.com

NEW YORK: 25 WEST STREET, WARWICK, NY 10990 · (845) 987-1577

Writer's Direct:
Tel. (973) 835-0100 ext. 1226
roostdyk@murphymckeonlaw.com

July 2, 2025

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

Re: Township of Pequannock Well 1&2 PFAS Treatment

Dear Mr. Brewer:

Pursuant to your request I have reviewed the two bids submitted in response to the specifications promulgated by the Township of Pequannock for PFAS Treatment. The bids were submitted by Ray Palmer Associates, Inc. and Sovereign Consulting, Inc.

The apparent low bid was submitted by Ray Palmer Associates, Inc. ("Palmer"). Upon review of the bid, I have concluded that the Township is precluded from awarding the contract to Palmer as a result of a defect in the bid submitted. The bid submitted included the subcontractor certification (a mandatory item under the Local Public Contracts Law) which included the names of the contractors and nature of the work but failed to include the estimated contract price. The form included in the bid had a specific column for "contract price" and the language included on the form very specifically provided that the failure to include the expected anticipated contract price "shall deem this proposal unresponsive and incomplete and rejected by the Township". The Township, by the use of this language in the specifications, made this item "mandatory". The specific language regarding this item negates other language in the specification which preserved the Township's authority to waive certain "minor irregularities or informalities" in the bid. The provision in the contract which requires that the contractor subcontract no more than 50% of the work is consistent with the provision requiring that the amount to be paid to each subcontractor be disclosed. The failure to include this required information makes it impossible to determine compliance with the specifications. Consequently, my recommendation is that the apparent low bid by Palmer be rejected as noncompliant with the specifications.

I am of the opinion that the bid submitted by Sovereign Consulting, Inc. (Sovereign") is in substantial compliance with the specifications and may be awarded as the lowest conforming bid. A review of this bid noted a failure to have certain documents contained in the specifications notarized and/or sealed as required. This is, in my opinion, a waivable defect particularly when the form provided in the specifications did not include a notarization section to complete. The review also noted that a public works contractor certificate for one of the subcontractors (PCS Pumps) named in the bid was not included. The bid specifications on page A-9 specifically allow the certifications to be provided after receipt but prior to award which is consistent with the Local Public Contracts Law. The bidder responded to a request for the Certification by certifying that PCS is a supplier of materials but not a subcontractor. As a result of this response, it was determined that no public works certificate is required. In my opinion, the bid review issues have been resolved and the contract may be awarded to Sovereign.

If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

MURPHY McKEON, P.C.

Robert H. Oostdyk, Jr.

Robert H. Oostdyk, Jr.
Township Attorney



architects + engineers

119 Cherry Hill Road, Ste 110
Parsippany, NJ 07054 | tel 862.207.5900

ENGINEERING NJ #24GA28019100

July 1, 2025

VIA EMAIL

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

Re: Wells 1 & 2 PFAS Treatment
Bid Recommendation
Pequannock, NJ
H2M Proj. No.: PQNK2301

Dear Mr. Brewer:

Bids were received by the Township of Pequannock (Township) on Thursday, May 15, 2025 for the construction of the Wells 1 & 2 PFAS Treatment (Project). Seven bids were received by the Township.

The bids were checked for numerical accuracy. The written words and numbers matched each other for the bids. The bids received for the base bid ranged from a low of \$3,884,000.00 to a high of \$5,810,000.00 (see attached bid tabulation).

The three lowest bids were checked for accuracy and completeness. The three lowest base bids are as follows:

1.	Ray Palmer Associates, Inc. (Ray Palmer)	\$ 3,884,000.00
2.	Sovereign Consulting, Inc. (Sovereign)	\$ 4,175,000.00
3.	JVS Industrial & Commercial Contractors, Inc. (JVS)	\$ 4,600,083.87

The Alternate 1 Bid for the three lowest bidders are as follows:

1.	Ray Palmer Associates, Inc. (Ray Palmer)	\$ 212,000.00
2.	Sovereign Consulting, Inc. (Sovereign)	\$ 225,000.00
3.	JVS Industrial & Commercial Contractors, Inc. (JVS)	\$ 143,000.00

In accordance with the requirements of the Department of Labor, we have reviewed the interactive version of the current list of contractors in violation of the Prevailing Wage Act prepared by the New Jersey Department of Labor and have ascertained that the three lowest bidders are not on this list and are, therefore, not prohibited in this regard from receiving a Public Works Contract award.

Ray Palmer's surety, Berkley Insurance Company; Sovereign's surety, Nationwide Mutual Insurance Company; and JVS's surety, Endurance Assurance Corporation, are listed as approved Surety Companies by the New Jersey Department of Banking and Insurance.

Ray Palmer, Sovereign, and JVS submitted their State of New Jersey Business Registration Certificates and their Certified Public Works Contractor Registration Certificates.

H2M's review of the three lowest bids was performed concurrently with the Township Attorney's review of the original bid documents.

Ray Palmer, the lowest bidder, submitted the following documents without notarization: Ownership Disclosure Certification Form, Acknowledgement of Principal, Bid Bond Form, and Consent of Surety. Additionally, Ray Palmer submitted the following documents without their corporation's seal: Acknowledgement of Principal and Bid Bond Form. The Township Attorney has indicated that these are waivable defects. Ray Palmer did not list a subcontractor for structural steel but may be performing the work with their own forces. However, Ray Palmer did not include prices for their listed Subcontractors, and the Township Attorney indicated that this defect is a mandatory cause for rejection of the bid because the "form included in the bid had a specific column for 'contract price' and the language included on the form very specifically provided that the failure to include the expected anticipated contract price 'shall deem this proposal unresponsive and incomplete and rejected by the Township.'"

Sovereign, the second lowest bidder, submitted the following documents without notarization: Bid Bond Form, and Consent of Surety, but the accompanying Power of Attorney document from the Surety was notarized. Sovereign submitted the following document without their corporation's seal: Acknowledgement of Principal. The Township Attorney has indicated that these are waivable defects. Sovereign did not list a subcontractor for structural steel or plumbing but may be performing the work with their own forces. Sovereign did not include a Public Works Contractor Registration Certificate for their listed subcontractor, PCS Pump & Process, Inc (PCS); however, the Township Attorney indicated that this is a curable defect that was satisfactorily resolved by Sovereign in statements addressed to you on June 12 and 13, 2025, indicating that PCS is an equipment supplier and not actually a subcontractor.

JVS, the third lowest bidder, submitted the following document without notarization: Ownership Disclosure Certification Form. JVS submitted the following documents without their corporation's seal: Acknowledgement of Principal and Proposal Form. JVS did not list a subcontractor for structural steel but may be performing the work with their own forces.

As noted above Ray Palmer did not list the dollar amount for their subcontractors but Sovereign and JVS listed the dollar amount for their subcontractors. Sovereign and JVS both listed a subcontracted work amount of less than 50%, which is in compliance with the Contract requirements.

In their bid, Ray Palmer referenced several recently completed or ongoing projects for water treatment systems for pools, schools, and a public water treatment facility but did not include any PFAS treatment projects or building construction projects. Prior to the Township Attorney indicating that Ray Palmer's bid is unresponsive, we spoke with two of Ray Palmer's references and they indicated that their work performance was satisfactory.

In their bid, Sovereign referenced several recently completed or ongoing projects for drinking water treatment systems including two ongoing PFAS treatment facility projects for Ridgewood Water. We spoke with one of Sovereign's references and they indicated their work performance was satisfactory.

Mr. Adam W. Brewer, Township Manager
H2M Proj. No.: PQNK2301
July 1, 2025
Page 3 of 3



As noted above, the Township Attorney has determined that the bid submitted by Ray Palmer is not responsive, which makes Sovereign the apparent lowest responsive bidder. H2M, therefore, recommends conditional award of the Project to Sovereign, subject to New Jersey Department of Environmental Protection and New Jersey Infrastructure Bank approval.

The Bid Bonds for the three lowest bidders should be held by the Township until the Township Attorney recommends their release.

Very truly yours,

H2M Associates, Inc.

A handwritten signature in black ink, appearing to read 'Alec J. Mittiga'.

Alec J. Mittiga, P.E.

Enclosure

cc: Robert Oostdyk, Esq., Township Attorney

cc: Pruthvish Chalishazar, NJDEP w/ encl. (bid tab, Sovereign bid)

X:\PQNK-Township of Pequannock\PQNK2301 - Wells 1 and 2 PFAS Treatment\03-Bid\Recommendation\LTR Brewer bid award recommendation 25-0701.docx

BID TABULATION

CLIENT: Township of Pequannock

PROJECT: Wells 1 & 2 PFAS Treatment

PROJECT NO: PQNK2301

BIDS RECEIVED: May 15, 2025 10:00 am

Bidders	Base Bid	Alternate 1 Bid	Total Base Bid & Alternate 1 Bid
Ray Palmer Assoc's.	\$3,884,000	\$212,000	\$4,096,000
Sovereign Consulting, Inc	\$4,175,000	\$225,000	\$4,400,000
JVS, Inc.	\$4,600,083.87	\$143,000	\$4,743,083.87
Coppola Water	\$4,696,750	\$163,000	\$4,859,750
J. Fletcher Creamer & Son, Inc.	\$5,060,700	\$145,100	\$5,205,800
Pact Two, L.L.C.	\$5,086,000	\$225,000	\$5,311,000
VNL Inc.	\$5,810,000	\$180,000	\$5,990,000
AB Contracting, LLC			
Allied Construction Group, Inc.			
Binsky & Snyder			
CME Associates			
Construct Connect, Inc.			
Daskal, LLC			
DeMaio Electrical Company, Inc.			
Dodge Data			
Northeast Remsco Construction			

General Rules for Use of Pickleball Courts

1. Pickleball Court use is restricted to those individuals who have purchased an annual pickleball membership and have received an identification badge from Pequannock Parks and Recreation. ID badges must be with players and on the courts at all times. Badges are non-transferable.
2. Spot Checks of ID badges shall be conducted by Parks and Recreation staff. Violation of the rules may result in denial of court usage.
3. No unauthorized paid athletic coaching or private lessons are permitted.
4. An athletic shoe, footwear with non-marking soles is required. Such footwear shall be primarily designed for sports and other forms of exercise. Please ensure shoes are dry and free from dirt before entering courts.
5. Shirts must be worn at all times.
6. Children under the age of 12 must be accompanied by an adult.
7. There is a maximum of four players on the court at one time.
8. Personal chairs and bags must be lined up outside the fence by the entrance gates.
9. The Township of Pequannock shall have priority over use for sponsored activities or events.
10. No individual group or organization shall occupy the pickleball courts for private league or tournament without written permission from Pequannock Township Parks and Recreation.
11. Please discard all garbage into proper receptacles
12. There shall be no use of snow and ice removal equipment or chemicals. Any violation may result in the immediate closure of the courts for the winter season.
13. The following are **not** permitted on the courts:
 - a. Animals, with the exception of identifiable service animals.
 - b. Wheeled devices such as bicycles, skateboards, scooters and alike.
 - c. Food and gum.
 - d. Smoking, vaping, glass containers and alcoholic beverages are prohibited.
14. Users shall adhere to all other rules designated in Pequannock Parks and Recreation Athletic Fields Usage Guidelines.

**In the event of emergency dial 911.
Pequannock Police department can be reached at 973 835-1700
Closest AED located on public restroom wall.**

Resolutions

RESOLUTIONS

TOWNSHIP OF PEQUANNOCK

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

Resolution No. R2025-144

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: July 8, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

AGREEMENT CONCERNING SEWER USE PAYMENT DELINQUENCY

THIS AGREEMENT is being entered into this 20th day of June,
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.

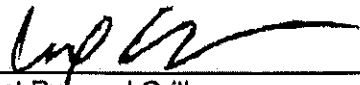
NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The parties agree that the total sum to be repaid is \$62,845.10 and that this sum shall be repaid without interest over a five (5) year period through equal monthly payments beginning June 1, 2025 and ending on May 1, 2030. The monthly payment amount shall be \$1,047.42
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 after a minimum of 24 hours 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.

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

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]

WITNESS:


Sunset Pub and Grill

Township of Pequannock

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council appointing members of Advisory Committees.

Resolution No. R2025-145

WHEREAS, the Township has established Committees to recommend action to 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,

1. The following are hereby appointed as members of the Pequannock Township **Historic District Commission** for the indicated terms:
Ellany Kincross Unexpired Five (5) year term ending December 31, 2025
2. The following are hereby appointed as members of the Pequannock Township **Open Space Advisory Committee** for the indicated terms:
Salvatore A. Presti Unexpired Three (3) year term ending December 31, 2025
3. The following are hereby appointed as members of the Pequannock Township **Parks and Recreation Advisory Committee** for the indicated terms:
Salvatore A. Presti..... Unexpired Three (3) year term ending December 31, 2026
4. The following are hereby appointed as members of the Pequannock Township **Senior Citizens Advisory Committee** for the indicated terms:
Andrea Noto Unexpired Three (3) year term ending December 31, 2027
June Russian Unexpired Three (3) year term ending December 31, 2027
Monique Sandreuter Unexpired Three (3) year term ending December 31, 2026
Christine Sisco Unexpired Three (3) year term ending December 31, 2026
5. The Township Clerk is directed to forward a copy of this resolution to the appointee(s).

Adopted: July 8, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council authorizing the use of the Bergen County Cooperative Pricing System for the purchase of a 2024 Ford E-350 Eldorado Advance Driver Plus 12 Passenger Bus.

Resolution No. R2025-146

WHEREAS, the purchase of goods and services by municipalities is authorized and regulated by the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-12; and

WHEREAS, purchases which exceed the bid threshold must be authorized by the municipal governing body and if purchased under an approved Cooperative Purchasing Program are exempt from the regulations which require advertising for public bids and solicitation of quotes for purchases which exceed the quote threshold; and

WHEREAS, the Township is a member of the Bergen County Cooperative Pricing System ("BCP"); and

WHEREAS, the Health Officer and Township Manager have recommended the purchase of equipment, materials and supplies from authorized vendors under the BCP; and

WHEREAS, the Chief Financial Officer has certified that: 02-213-50-815-4530 (2021 Dial-A-Ride-County MAPS), 02-213-50-815-4531 (2021 Dial-A-Ride-NJ Transit), 02-213-50-815-4555 (2022 County MAPS) & 02-213-50-815-4556 (2022 NJ Transit) have funds available in the amount of \$107,010 for the purchase of a 2024 Ford E-350 Eldorado Advance Driver Plus 12 Passenger Bus.;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, County of Morris and State of New Jersey to hereby authorize the purchase of the following item(s):

Item	Total Item Cost
2024 Ford E-350 Eldorado Advance Driver Plus 12 Passenger Bus (BCCP 24-58)	\$ 107,010

Adopted: July 8, 2025

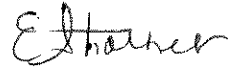
Carol J. Marsh, Township Clerk

John Driesse, Mayor

Certification of Available Funds

Number: Resolution No. 2025-146

I, Erica Strother, Acting Chief Financial Officer, certify that: 02-213-50-815-4530 (2021 Dial-A-Ride-County MAPS), 02-213-50-815-4531 (2021 Dial-A-Ride-NJ Transit), 02-213-50-815-4555 (2022 County MAPS) & 02-213-50-815-4556 (2022 NJ Transit) have funds available in the amount of \$107,010 for the purchase of a 2024 Ford E-350 Eldorado Advance Driver Plus 12 Passenger Bus.



Erica Strother
Acting Chief Financial Officer

7/2/2025

Date

REQUISITION

1 of 1

REQUISITION NUMBER

112298

B
I
L
L
T
O

TOWNSHIP OF PEQUANNOCK
530 TURNPIKE

POMPTON PLAINS NJ 07444
(973) 835-5700
FAX: (973) 835-1152
TAX ID: 22-6002204

REQ DATE

CONTRACT NO.

6/ 4/2025

CREATED BY

DEPARTMENT

TomC

Health-Animal Control

V
E
N
D
O
R

10422
Rohrer School & Commercial Bus Sale
314 Dickinson Street
Ewing Township NJ 08638

S
H
I
P
T
O

Health Department
Township of Pequannock
530 Newark-Pompton Turnpike
Pompton Plains NJ 07444

DESCRIPTION / SPECIAL INSTRUCTIONS

2024 Ford E-350 Eldorado Advance Driver plus 14 Passenger DAR Bus BCCP 24-58

ACCOUNT	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL
02213508154530 2021 Dial-A-Ride- County MAPS	1.000		2024 Ford E-350 Eldorado Advance Driver plus 14 Passenger Dial A Ride Bus 10&1 wc OR 8&2wc. Total Purchase price including delivery fee of \$150.00 is \$107,010.00	37480.740	37,480.74
02213508154531 2021 Dial-A-Ride- NJ Transit	1.000		BCCP 24-58	20000.000	20,000.00
02213508154555 2022 County MAPS	1.000		See above	21188.800	21,188.80
02213508154556 2022 NJ Transit	1.000		See above	28340.460	28,340.46
PO Total					107,010.00

APPROVAL FOR PURCHASE

DATE

DATE

THIS IS NOT A PURCHASE ORDER

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council rejecting all bids for the collection, removal, and disposal of garbage and bulk waste

Resolution No. R2025-147

WHEREAS, the Township of Pequannock published bid specifications and sought bids for the Collection, Removal, and Disposal of Garbage and Bulk Waste; and

WHEREAS, two bids were received on May 22, 2025, one from Gaeta Recycling Co., Inc. and one from Affordable Cartage LLC; and

WHEREAS, the low bid submitted by Affordable Cartage, LLC contained an incomplete Questionnaire which failed to provide the “year of manufacture, the capacity, and years of service, present condition and the type and size of the truck bodies” for all equipment owned and available to the bidder, notwithstanding the specification direction that “[f]ailure to complete this or to provide any of the information required herein shall result in rejection of the Bid Proposal”; and

WHEREAS, the Township has determined that this flaw in the bid submission necessitates a rejection of the bid; and

WHEREAS, the second bid received from Gaeta Recycling Co. was significantly in excess of the anticipated budget amount; and

WHEREAS, it is in the public interest for the Township to reject all bids and authorize the re-bidding of the contract.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, in the County of Morris and State of New Jersey, that all bids submitted for the Collection, Removal, and Disposal of Garbage and Bulk Waste are hereby rejected; and

BE IT FURTHER RESOLVED that the appropriate municipal officials are hereby authorized to re-bid the contract in accordance with law

Adopted: July 8, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council rejecting all bids for recycling collection services

Resolution No. R2025-148

WHEREAS, the Township of Pequannock published bid specifications and sought bids for the Recycling Collection Services; and

WHEREAS, two bids were received on May 22, 2025, one from Get A Can, Inc. and one from Affordable Cartage LLC; and

WHEREAS, the low bid submitted by Affordable Cartage, LLC contained an incomplete Questionnaire which failed to provide the “year of manufacture, the capacity, and years of service, present condition and the type and size of the truck bodies” for all equipment owned and available to the bidder, notwithstanding the specification direction that “[f]ailure to complete this or to provide any of the information required herein shall result in rejection of the Bid Proposal”; and

WHEREAS, the Township has determined that this flaw in the bid submission necessitates a rejection of the bid; and

WHEREAS, the second bid received from Get A Can, Inc. was significantly in excess of the anticipated budget amount; and

WHEREAS, it is in the public interest for the Township to reject all bids and authorize the re-bidding of the contract.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, in the County of Morris and State of New Jersey, that all bids submitted for the Recycling Collection Services are hereby rejected; and

BE IT FURTHER RESOLVED that the appropriate municipal officials are hereby authorized to re-bid the contract in accordance with law.

Adopted: July 8, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council awarding a contract for Vegetative Waste Collection Service to Blue Diamond Disposal of Mt. Arlington, NJ for the Contract amount of \$1,842,000 for a five-year term in accordance with the bid specifications.

Resolution No. 2025-149

WHEREAS, the Township of Pequannock solicited bids for Vegetative Waste Collection Service and accepted bids on May 22, 2025; and

WHEREAS, bids were submitted and have been reviewed by the Township Manager, who has recommended that an award be made to the sole bidder accepting the bid for “Option #1 Vegetative Waste curbside collection one time per week”; and

WHEREAS, the sole responsible, responsive bidder is Blue Diamond Disposal of Mt. Arlington, NJ having submitted a bid for Option 1 in the amount of \$1,842,000 broken down by year as follows:

Year 1	\$342,000.00
Year 2	\$355,200.00
Year 3	\$368,400.00
Year 4	\$381,600.00
Year 5	\$394,800.00
TOTAL	\$1,842,000.00

WHEREAS, the Chief Financial Officer has certified that 26-201-20-570-369 (Solid Waste OE – Contract/Collection) has funds available in an amount not to exceed \$57,000 for the disposal of vegetative waste for the months of November & December 2025. All other years are subject to available funds in subsequent year budgets.

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

1. The contract for this project is awarded to Blue Diamond Disposal of Mt. Arlington, NJ for the amount of \$1,842,000 for a five-year period
2. Township Manager is hereby authorized and directed to execute the necessary documents related to this bid award.

Adopted: July 8, 2025

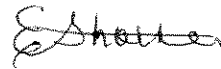
Carol J. Marsh, Township Clerk

John Driesse, Mayor

Certification of Available Funds

Number: Resolution No. 2020-149

I, Erica Strother, Chief Financial Officer, certify that: 26-201-20-570-369 (Solid Waste OE – Contract/Collection) has funds available in an amount not to exceed \$57,000 for the disposal of vegetative waste for the months of November & December 2025. All other years are subject to available funds in subsequent year budgets.



Erica Strother
Acting Chief Financial Officer

07/02/2025

Date

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council awarding the contract for the Wells 1 & 2
PFAS Treatment Project to Sovereign Consulting, Inc.

Resolution No. R2025-150

WHEREAS, the Township of Pequannock published bid specifications and sought bids for the Wells 1 & 2 PFAS Treatment Project; and

WHEREAS, seven (7) bids were received on May 15, 2025, with the two lowest from Ray Palmer Associates, Inc, and Sovereign Consulting, Inc., respectively; and

WHEREAS, the apparent low bid submitted by Ray Palmer Associates, Inc included the subcontractor certification (a mandatory item under the Local Public Contracts Law) which included the names of the contractors and nature of the work but failed to include the estimated contract price. The form included in the bid had a specific column for "contract price" and the language included on the form very specifically provided that the failure to include the expected anticipated contract price "shall deem this proposal unresponsive and incomplete and rejected by the Township". The Township, by the use of this language in the specifications, made this item "mandatory"; and

WHEREAS, the Township has determined that this flaw in the bid submission necessitates a rejection of the bid; and

WHEREAS, the second bid received from Sovereign Consulting Inc. in the amount of Four Million One Hundred and Seventy Five Thousand (\$4,175,000) Dollars has been reviewed by the Township manager, Consulting Engineer, and Attorney and been determined to be in substantial compliance with the bid specifications and the lowest responsible and responsive bid pursuant to the Notice to Bidders for the above-referenced project; and

WHEREAS, the Township Manager and Consulting Engineer have recommended that the contract be awarded to Sovereign Consulting, Inc. subject to New Jersey Department of Environmental Protection approval and financing approval the New Jersey Environmental Infrastructure Trust; and

WHEREAS, the Chief Financial Officer has certified that 06-215-55-673-000 (Ord 2022-13) & 05-201-20-550-020 (Water OE) have funds available in the amount of \$4,175,000 for the Wells 1 & 2 PFAS Treatment Project.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, in the County of Morris and State of New Jersey, that the contract for the Wells 1 & 2 PFAS Treatment Project be awarded to Sovereign Consulting Inc. in the amount of Four Million One Hundred and Seventy Five Thousand (\$4,175,000) Dollars subject to financing approval from the New Jersey Environmental Infrastructure Trust and;

BE IT FURTHER RESOLVED that The Mayor and Township Clerk are hereby authorized and directed to execute a contract with Sovereign Consulting Inc. upon receipt of approval from the New Jersey Department of Environmental Protection and subject to funding approval in accordance with its bid proposal dated May 15, 2025.

Adopted: July 8, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

Certification of Available Funds

Number: Resolution No. 2025-150

I, Erica Strother, Acting Chief Financial Officer, certify that: 06-215-55-673-000 (Ord 2022-13) & 05-201-20-550-020 (Water OE) have funds available in the amount of \$4,175,000 for the Wells 1 & 2 PFAS Treatment Project.



Erica Strother
Acting Chief Financial Officer

7/2/2025

Date

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council awarding the contract for Manor Avenue
Sidewalk Replacements to Cedar Contracting Co., Inc

Resolution No. R2025-151

WHEREAS, the Township of Pequannock published bid specifications and sought bids for the Manor Avenue Sidewalk Replacements; and

WHEREAS, nine bids were received and opened on June 19, 2025; and

WHEREAS, the low bid received from Cedar Contracting Co., Inc., in the amount of One Hundred Thousand Nine Hundred Ninety-Six Dollars and No Cents (\$100,996.00) has been reviewed by the Township Manager, Township Engineer, and Township Attorney and been determined to be in substantial compliance with the bid specifications and the lowest responsible and responsive bid pursuant to the Notice to Bidders for the above-referenced project; and

WHEREAS, the Township Manager and Township Engineer have recommended that the contract be awarded to Cedar Contracting Co., Inc.; and

WHEREAS, the Chief Financial Officer has certified that 04-215-25-700-308 (Sidewalk Replacement - Manor) & 04-215-23-700-021 (Ord 2023-08(c) Annual Road Resurfacing have funds available in the amount of \$100,996 for Manor Avenue sidewalk replacement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, in the County of Morris and State of New Jersey, that the contract for the Manor Avenue Sidewalk Replacements be awarded Cedar Contracting Co., Inc. of Hillside, New Jersey in the amount of One Hundred Thousand Nine Hundred Ninety-Six Dollars and No Cents (\$100,996.00) and;

BE IT FURTHER RESOLVED that The Mayor and Township Clerk are hereby authorized and directed to execute a contract with Cedar Contracting Co., Inc. of Hillside, New Jersey, in accordance with its bid proposal dated June 19, 2025.

Adopted: July 8, 2025

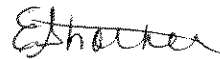
Carol J Marsh, Township Clerk

John Driesse, Mayor

Certification of Available Funds

Number: Resolution No. 2025-151

I, Erica Strother, Acting Chief Financial Officer, certify that: 04-215-25-700-308 (Sidewalk Replacement - Manor) & 04-215-23-700-021 (Ord 2023-08(c) Annual Road Resurfacing have funds available in the amount of \$100,996 for Manor Avenue sidewalk replacement.



Erica Strother
Acting Chief Financial Officer

7/2/2025

Date

BID TABULATION

MANOR AVENUE SIDEWALK IMPROVEMENTS

TOWNSHIP OF PEQUANNOCK, MORRIS COUNTY NEW JERSEY

June 19, 2025, 10:00 AM

ITEM NO.	ITEM DESCRIPTION	UNIT
1	CLEARING OF SITE	LS
2	MAINTENANCE AND PROTECTION OF TRAFFIC	LS
3	INLET SEDIMENT TRAPS	UNIT
4	HMA DRIVEWAY RESTORATION, 3.5" THICK	SY
5	CONCRETE SIDEWALK, 4" THICK	SY
6	REINFORCED CONCRETE APRON, 6" THICK	SY
7	CONCRETE CURBING	LF
8	LANDSCAPE RESTORATION	SY

Frank Russo 3rd, PE License #GE004387000

ADS Contractors, LLC 52 Cooks Cross Rd Pittstown, NJ 201-783-0288		AA Berms, LLC PO Box 180 Belleville, NJ 07109 862-201-7177		Cifelli & Son General Contracting, Inc 81 Franklin Ave Nutley, NJ 07110 973-235-1122		A. Takton Concrete Corp 13 Tice Avenue South River, NJ 08882 732-238-1008		D.S. Meyer Enterprises, LLC 2 North St, Suite 2A Waldwick, NJ 07463 201-444-1301		Cedar Contracting Co. Inc 621 N. Union Ave Hillside, NJ 07205 908-687-8228		Diamond Construction 35 Beaverson Blvd, Ste 12C Brick, NJ 08723 732-262-7449		Portofino Builders, LLC. 69 Irwin Street Springfield, NJ 07081 908-612-1878		Terra Firma Contracting Corp 270 Jackson Avenue Hackensack, NJ 07601 973-219-4113	
UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
\$ 176,069.86		\$ 133,985.00		\$ 147,860.00		\$ 165,350.00		\$ 129,001.11		\$ 100,996.00		\$ 181,961.00		\$148,036.00		\$ 151,995.00	

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council authorizing an extension of the Township
Sanitary Sewer Line with waivers and the execution of a Sanitary Sewer
Extension Agreement with Ebenezer Netherlands Reformed School

Resolution No. R2025-152

WHEREAS, Ebenezer Netherlands Reformed Church is the owner of land in the Township of Pequannock known as Lot 5 in Block 3001; and

WHEREAS, Ebenezer Netherlands Reformed Church (“Applicant”) desires to have their property serviced by the public sanitary sewer system which requires an extension of the sewer main; and

WHEREAS, Section 279-26 of the Revised General Ordinances of the Township of Pequannock provides that “the following shall apply to applications to the Township Council for sewer extensions to serve existing properties:

(1) The applicant shall pay the entire cost of installing a public sewer system, including associated facilities such as pumping stations, force mains, or any appurtenances required by the Township Engineer, in the same manner as any other subdivision improvement. Ownership thereof shall vest in the Township when such installation meets the approval of the Township Engineer.

(2) The Council shall conduct a hearing to review the availability of treatment capacity.

WHEREAS, Section 279-18 of the Revised General Ordinances of the Township of Pequannock provides that a “separate and independent sewer lateral shall be provided for each property” which the Applicant has requested be waived based on the fact that currently it is not feasible to directly connect to the sewer main; and

WHEREAS, The Applicant has also requested a waiver from Section 279-17 of the Revised General Ordinances of the Township of Pequannock which requires that the “tap to the street sewer shall be made directly in front of the applicant's property” which is also not feasible at this time; and

WHEREAS, the Township Engineer, Consulting Engineer, and Public Works Director have reviewed the Applicant’s plans and recommended that the extension with waivers be granted subject to certain conditions set forth in a Sanitary Sewer Extension Agreement; and

WHEREAS, the Applicant and the Township desire to enter into this Agreement to memorialize the terms of agreement for the completion of the sanitary sewer extension.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, County of Morris and State of New Jersey, that the application for sewer extension with waivers made by the Ebenezer Netherlands Reformed Church is hereby approved and that the appropriate Township officials are hereby authorized and directed to execute the Sanitary Sewer Extension Agreement in the form attached hereto.

Adopted: July 8, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

TOWNSHIP OF PEQUANNOCK
AGREEMENT FOR THE INSTALLATION OF A SANITARY SEWER EXTENSION

AGREEMENT made this day of , 2025, by and between the **Township of Pequannock**, a municipal corporation of the State of New Jersey, with its governmental offices located at 530 Newark Pompton Turnpike, Pompton Plains, New Jersey, 07444(hereinafter referred to as the "Township"); and **Ebenezer Netherlands Reformed Church** whose address is 164 Jacksonville Road, Pompton Plains, New Jersey, 07444 and **John Van Vugt** whose address is 144 Jacksonville Road, Pompton Plains, New Jersey (hereinafter referred to as the "Developers");

WITNESSETH:

WHEREAS, the Developers are the owner of land known as Lots 5 and 6 in Block 3001 in the Township of Pequannock; and

WHEREAS, the Developer desires to have their properties serviced by the public sanitary sewer system which requires an extension of the sewer main; and

WHEREAS, the Developer and the Township desire to enter into this Agreement to memorialize the terms of agreement for the completion of the improvements and the obligations related to the project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties from the performance thereof, it is AGREED as follows:

1. **Improvements to be Completed by Developer.** The Developer shall, at its sole cost and expense, construct and install the sanitary sewer extension on Jacksonville Road as shown on the Engineering Plan prepared by Darmofalski Engineering Associates last revision date of April 2024. The applicant is proposing to connect two structures on Block 3001 Lots 5 and 6 to the Township of Pequannock's sanitary sewer system through a new common sewer lateral connected directly to an existing Township sanitary manhole in Jacksonville Road in front of Block 3201 Lot 12.

2. **Performance Guaranty.**

(a) Prior to the performance of any work, the Developer agrees to submit to Township Engineer for filing with the Township Clerk a surety bond, an irrevocable letter of credit or such other performance guaranty satisfactory to the Township Council and the Township Attorney in a form approved by the Township Attorney, in the amount specified in Exhibit A (which shall be 120% of the engineer's estimate) guaranteeing all workmanship, materials, and the installation, of the specified improvements and conditioned upon the performance of the terms and conditions of this Agreement. The performance bond or letter of credit shall guarantee performance to be completed in accordance with the approved plans.

(b) A reduction or release of the performance guaranty as hereinafter set forth, shall be in accordance with this Agreement and in accordance with the procedures established by the Municipal Land Use Law (N.J.S.A. 40:55D-53). However, no bond will be reduced nor released until "as-built" plans have been submitted, reviewed, and approved for the improvements.

(c) It is further understood and agreed between the parties hereto that in the event the Township must draw certain funds under these performance bonds or letters of credit due to a failure to perform by the Developer, the amounts listed on the bonds or letters of credits as

required by this Agreement shall not govern the amount the Township shall be entitled to receive but, rather, the Township shall have the right to draw an amount in excess of any specific line item amount in order to adequately insure that the work specified by this Agreement has been performed, completed, or repaired, as the case may be, or in a manner satisfactory to the Township Council or the Township Engineer.

3. **Maintenance Guaranty.** Developer agrees to provide the Township with a maintenance bond or irrevocable letter of credit to run for a period of two (2) years from the date of completion and official acceptance for all improvements required by this Agreement. Said bond will be in the amount of fifteen (15%) percent of the costs of the improvements listed on Exhibit B and will be provided in the form satisfactory to the Township Attorney. Said bond or irrevocable letter of credit shall assure the maintenance of said improvements and facilities by the Developer and provide for the reimbursement of all expenditures incurred by the Township for their repair and maintenance and/or such other expenses as may be necessary to keep the same in good working order during the two (2) year period. The Township shall provide the developer with thirty (30) days' notice prior to incurring such expenses except for emergency repair.

4. **Conditions of Approval.** All sanitary infrastructure on private property and the force main in the public right-of-way will be owned and maintained by the property owner. The Township will only take ownership of the gravity sewer lateral from the cleanout in the road to the manhole. Additionally, the Developers will be required to connect to any future sanitary infrastructure constructed by the Township in front of their property. The Developers understand that in the event the sewer main on Jacksonville Road is ever extended west they will be required to hook into a sewer connection that would be closer to the property.

5. **Compliance with Law.** All improvements shall be constructed and installed in accordance with such state and federal laws as pertain thereto and in accordance with such specifications, ordinances, rules and regulations which are validly enacted or promulgated by the Township, its officers, employees and agents prior to the commencement of construction. Improvements are subject to the inspection and approval of the Township Engineer or his designee. Developer shall notify the Township Engineer, in writing, 48 hours prior to the commencement of construction of any improvements or other operations to be inspected. Said written notification shall include confirmation that the Developer has complied with any pre-construction notifications as may be required from any other agencies exercising jurisdiction over the construction of the improvements. In the event of temporary suspension of construction, the Township Engineer shall be notified 48 hours prior to the renewed starting date of construction. The Township Engineer shall use his best efforts to have inspections completed in a timely manner so as to permit the Developer to proceed with construction in an orderly, safe, and expeditious manner. No backfilling after the installation of improvements shall be done without the approval of the Township Engineer.

6. **Acceptance by the Township upon Completion.** The Developer shall turn over to the Township the gravity sewer lateral from the cleanout in the road to the manhole. The Township shall accept the improvements upon satisfactory completion and inspection by the Township Engineer.

7. **Indemnification.** Developer shall be and remain liable for any and all damage or money loss occasioned to the Township or the approving authority or their officers or agents by any neglect, wrongdoing, omission or commission of or by the Developer or by any person, firm or

corporation acting for the Developer arising from the making of the improvements, and shall save, indemnify and hold harmless the Township, its officers, agents, boards and employees; from any and all actions at law or in equity, charges, debts, liens, encumbrances, costs, counsel fees, and engineer and surveying fees which may arise from any such damage or loss, from the making or the improvements unless the Township or its agents shall have been judicially determined to have acted contrary to law or failed to perform acts required by law or by this Agreement or have been guilty of negligence which is actionable by law under N.J.S.A. 59:1-1 et seq. This indemnification shall not affect the Developer's right to proceed against any third parties.

8. **Severability of Provisions.** If any paragraph, section, clause, sentence, provision or other part of this Agreement, or the application thereof to any person, firm or corporation, or its application to any facts or circumstances, shall for any reason be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remaining paragraphs, sections, clauses, sentences, provisions, or other parts of this Agreement. The provisions of this contract are intended to be severable.

9. **Successors Bound.** This Agreement shall be binding upon the successors and assigns of the parties signing it. All successors shall be given a copy of this Developer's Agreement, provide the Township with a corporate acknowledgment assuming all obligations hereunder, and reissue all bonds, security, or any other financial obligations set forth in this Agreement under the successor's name.

10. **No Waiver.** Nothing contained in this Agreement shall be deemed a waiver by any party of its rights under any ordinance or state statute or other law, or be construed as an abridgment, preemption or waiver of the powers of the Township, approving authority, or any other agency or public body.

11. **Amendments in Writing.** This Agreement may be changed, modified, or amended only by a written instrument signed by the parties hereto or their successors.

12. **Costs of Enforcement.** If the Developer or owner neglect or fail to carry out any provision of this Agreement within a reasonable time period, the Township shall have the authority to have the necessary work performed and to charge the Developer or owner for the cost of work done.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed as a sealed instrument the date and year first above written.

ATTEST:

TOWNSHIP OF PEQUANNOCK

Carol Marsh, Township Clerk

By: _____
John Driesse, Mayor

ATTEST:

Ebenezer Netherlands Reformed Church

By: _____

ATTEST:

John Van Vugt

STATE OF NEW JERSEY
COUNTY OF MORRIS

SS.:

I CERTIFY that on _____, 2023 Carol Marsh,
personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the Township of Pequannock, the municipal corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the Mayor of the Township of Montville, a municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of its Council;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on
this ____ day of _____, 2023.

Carol Marsh, Township Clerk

STATE OF NEW JERSEY, COUNTY OF

SS.:

I CERTIFY that on _____, 2023, Brian Miller and Danielle Miller personally came before me and acknowledged under oath to my satisfaction that they are persons signing this document.

Signed and sworn to before me on
this ____ day of _____, 20__.

Scangarella Law Firm, LLC

Frank E. Scangarella, Esq.

565 Newark-Pompton Turnpike

P.O. Box 387

Pompton Plains, New Jersey 07444-0387

Phone (973) 839-8400

Mobile (973) 294-5004

E-Mail: Frank@ScangarellaLaw.com

June 26, 2025

Mayor John Driesse
Township of Pequannock
530 Newark Pompton Turnpike
Pompton Plains, NJ 07444

Pequannock Township Council
Township of Pequannock
530 Newark Pompton Turnpike
Pompton Plains, NJ 07444

RE: Ebenezer Netherlands Reformed Christian School Force Main Easement
130 Jacksonville Road (Block 3001, Lot 9)
140 Jacksonville Road (Block 3001, Lot 7)

Dear Mayor Driesse and Members of the Township Council:

Pursuant to my April 8, 2025 correspondence (attached) this will revise portions of my representations made therein.

I have been retained by the Ebenezer Netherlands Reformed Church (the "Church") and John and Deborah Van Vugt ("J&D Van Vugt") regarding the proposed construction of a 2" Sanitary Sewer Force Main on Jacksonville Road, Pompton Plains, New Jersey to service the Netherlands Reformed Christian School, 164 Jacksonville Road (Block 3001, Lot 5) ("School" or "School Property"), and Mr. Van Vugt's residence, 144 Jacksonville Road (Block 3001, Lot 6) ("Van Vugt Property"), and to connect the Force Main with Pequannock Township Sanitary Sewer System.

Township Ordinance 279-17 requires a sewer lateral tap to be located directly in front of the applicant's property. A Waiver is sought to Ordinance No. 279-17 for the approval of a sewer lateral tap for Lot 5 and Lot 6 to be located in front of 132 Jacksonville Road (Block 3201, Lot 12). On behalf of my client, this is to request such Waiver pursuant to Ordinance No. 279-30 as an change in the public sewer system.

Township Ordinance 279-18 requires a separate lateral for each building under one roof owned by one person and occupied as one business or residence. A Waiver is sought to Ordinance No. 279-18 to permit Lot 5 and Lot 6 to connect to the sanitary sewer system through a single lateral. On behalf of my client, this is to request such Waiver pursuant to Ordinance No. 279-30 as an extension of the public sewer system.

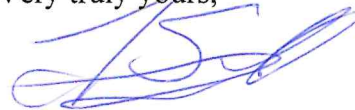
By way of background, the Force Main will originate in the right-of-way in front of 132 Jacksonville Road, travel across 130 Jacksonville Road (Block 3001, Lot 9), and onto 140 Jacksonville Road (Block 3001, Lot 7). The force main will split on Lot 7 one branch of which will continue to Van Vugt's Property and the other will travel easterly to the School Property. Each property will be served by separate pump units.

Grant of the Waiver is appropriate given the circumstances of this request. The Distance from the end of sanitary sewer service on Jacksonville Road is greater than 500' from either property. The two lots are contiguous to each other on Jacksonville Road and the Force Main to service the both properties will run over Lots 9 and 7. Moreover, sanitary service to either lot requires installation of a pump station. Compliance with the ordinance would require each property to install separate parallel laterals for a distance of more than 500' to the manhole, and would be duplicative of cost, materials and maintenance. Moreover, in the absence of the waiver, the costs of interconnection would be cost prohibitive for the Van Vugt property and the waiver will remove Mr. Van Vugt's onsite septic system discharge into a wetlands area.

Separate easements will be required between John and Deborah Van Vugt as the owners of Lots 9 and 7 and (i) the Church as the owner of Lot 5; and (ii) John VanVugt as the owner of Lot 6; as well as a force main user agreement between my clients. I attach copies of the easement and force main user agreement. I note that I have been working with Mr. Oostdyk in moving this matter forward.

Thank you for your consideration in this matter.

Very truly yours,



Frank E. Scangarella, Esq.

FES:ab

Cc: D. Rose
R. Oostdyk

FORCE MAIN USER AGREEMENT

This Sewer Force Main Use Agreement (“Agreement”) is entered into as of _____, 2025, by and between:

EBENEZER NETHERLANDS REFORMED CHURCH, a New Jersey nonprofit corporation, having an address at 875 Ewing Avenue, Franklin Lakes, New Jersey 07417 (hereinafter referred to as the “Church”), and

JOHN VAN VUGT, having an address at 144 Jacksonville Road, Pompton Plains, New Jersey 07444 (hereinafter referred to as “Van Vugt”).

RECITALS

WHEREAS,

A. The Church is the owner of certain real property designated as Block 3001, Lot 5 on the Official Tax Map of the Township of Pequannock, New Jersey (the “Church Property”); and

B. Van Vugt is the owner of the adjacent real property designated as Block 3001, Lot 6 on the Official Tax Map of the Township of Pequannock (“Van Vugt Property”); and

C. The Church has been granted a perpetual exclusive easement from J&D Van Vugt over portions of Block 3001, Lots 7 and 9 to install, operate, and maintain a 2” sanitary sewer force main (“Church Force Main”) as depicted in Appendix A (“Force Main and “Force Main Easement Area” respectively), for the benefit of the Church Property, and has obtained or is in the process of obtaining permission to connect the Force Main to the Township’s public sewer system in the Jacksonville Road public right-of-way (“Public ROW”); and

D. Van Vugt seeks Pequannock Township’s approval to install a Sewage Pumping Unit on Van Vugt’s Property (“Van Vugt Pump Unit”); and

E. J&D Van Vugt have granted Van Vugt an easement to construct a two inch (2”) lateral sewer pipe from the Van Vugt Property to the Force Main across Lot 7 (“Lateral”) as depicted in Appendix B (“Van Vugt Easement” and “Van Vugt Easement Area” respectively); and

F. The Church agrees to permit Van Vugt to connect to and use the Force Main, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Recitals. The recitals set forth hereinabove are incorporated herein by this reference as fully as if set forth herein verbatim.
2. Connection Rights. The Church hereby grants to Van Vugt a non-exclusive, subordinate right to connect to and discharge domestic sanitary sewage into the Force Main, subject to Van Vugt’s compliance with all applicable laws and this Agreement. Such right shall be limited to the use of the Force Main for the benefit of the Van Vugt Property only.

3. Construction and Maintenance.

a. The Church shall be solely responsible for the design, permitting, and construction of the Lateral and interconnection with the Force Main.

b. Van Vugt shall be solely responsible for operating, maintaining, and repairing the Van Vugt Pump Unit.

c. Van Vugt shall be solely responsible for operating, maintaining, and repairing the Lateral, the interconnection with the Force Main, and the Van Vugt Easement Area.

d. Van Vugt's connection and discharge shall not interfere with the Church's use of the Force Main or exceed the reasonably anticipated capacity allocated to the Church's Property.

e. The Church shall be solely responsible for the design, permitting, construction, operation and maintenance of the Force Main and its interconnection to the Township's public sewer system in the ROW.

f. The Church shall maintain the Force Main Easement in good working order. In the event that the Church does not timely perform its maintenance obligations hereunder, then Van Vugt shall have the right, but not the obligation, to perform such maintenance obligations and the Church shall reimburse Van Vugt for all costs and expenses incurred by Van Vugt in performing such maintenance obligations, on demand, together with interest thereon at the rate of 10% from the date demanded until the date when paid.

g. The cost of maintenance, repair, and replacement of the Force Main, exclusive of the initial permitting, design and construction thereof, ("Force Main Costs") shall be allocated on a pro-rata basis to each property connected to the Force Main by metered flow or other reasonable estimates if meters are unavailable ("Pro-Rata Usage") as follows: Van Vugt shall pay the costs of the lateral and interconnection thereof to the Force Main. Commencing on the first anniversary date of the completion of construction, the Church shall provide Van Vugt with an itemized invoice of the costs incurred during the prior 12-month period for the maintenance, repair, and replacement of the Force Main, and the Pro-Rata Usage of each property connected to the Force Main. Van Vugt agrees to submit payment to the Church within 30 days of receipt thereof.

h. The Church's Pumping Unit shall be maintained by the Church in good working order and at its sole cost and expense. In the event that the Church does not timely perform its maintenance obligations of the Pumping Unit hereunder, then Van Vugt shall have the right, but not the obligation, to perform such maintenance obligations and the Church shall reimburse Van Vugt for all costs and expenses incurred by Van Vugt in performing such maintenance obligations, on demand, together with interest thereon at the rate of 10% from the date demanded until the date when paid.

4. Use in the Public Right-of-Way

a. Van Vugt acknowledges that the Force Main connects to the municipal sanitary sewer system in the Jacksonville Road Public ROW.

b. Van Vugt's right to use the Force Main shall be subject to any and all rules, permits,

approvals, and conditions imposed by the Township of Pequannock or any other governmental authority with jurisdiction over the public sewer system.

c. Van Vugt shall obtain and comply with any required municipal permits or approvals for use of the public sewer system beyond the Force Main Easement. The Church shall not be liable for any denial, revocation, or limitation on Van Vugt's ability to use the sewer in the Public ROW.

5. Indemnity.

1. the Church shall indemnify, defend and hold harmless Van Vugt from and against any and all claims and liabilities including reasonable attorneys' fees, personal injury, property damage, or mechanics' or materialmen's liens to the extent caused by the Church or any employee, agent or independent contractor of the Church, on account of, or in connection with, the activities conducted by the Church pursuant to this Easement, including, without limitation, any damage to any part of the Easement Property, or injury to any persons or damage to or destruction of any real or personal property and including the filing of any statutory or common law liens or claims against the Easement Property or any part thereof stemming from any activity by the Church or any employee, agent or independent contractor of the Church upon or relating to any portion of the Easement Property. However, the foregoing indemnity and hold harmless obligations do not apply to (i) any loss, liability cost or expense arising from or related to the acts or omissions of Van Vugt, or his agents, (ii) any diminution in value in the Easement Property arising from or relating to matters discovered by the Church during its use of the Easement Property, (iii) any latent defects in the Easement Property discovered by the Church, or (iv) the release or spread of any Hazardous Materials which are discovered (but not deposited) on or under the Easement Property by the Church.

2. Van Vugt shall indemnify, defend and hold harmless the Church from and against any and all claims and liabilities including reasonable attorneys' fees, personal injury, property damage, or mechanics' or materialmen's liens to the extent caused by Van Vugt or any employee, agent or independent contractor of Van Vugt, on account of, or in connection with, the activities conducted by Van Vugt pursuant to this Easement, including, without limitation, any damage to any part of the Easement Property, or injury to any persons or damage to or destruction of any real or personal property and including the filing of any statutory or common law liens or claims against the Easement Property or any part thereof stemming from any activity by Van Vugt or any employee, agent or independent contractor of Van Vugt upon or relating to any portion of the Easement Property. However, the foregoing indemnity and hold harmless obligations do not apply to (i) any loss, liability cost or expense arising from or related to the acts or omissions of the Church, or its agents, (ii) any diminution in value in the Easement Property arising from or relating to matters discovered by Van Vugt during its use of the Easement Property, (iii) any latent defects in the Easement Property discovered by Van Vugt, or (iv) the release or spread of any Hazardous Materials which are discovered (but not deposited) on or under the Easement Property by Van Vugt.

6. Insurance. At all times during the term of this Easement, the Church shall obtain and deliver to Van Vugt evidence of liability insurance carried by the Church naming Van Vugt as an

additional insured with minimum coverage of \$2 million in the aggregate and \$1million per occurrence.

7. No Ownership or Control. Nothing in this Agreement shall be construed to confer upon Van Vugt any ownership interest in the Force Main or the Church's easement rights. All operation and primary maintenance responsibilities for the Force Main remain solely with the Church.
8. Term and Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Sewer Force Main Use Agreement as of the date first above written.

EBENEZER NETHERLANDS REFORMED CHURCH

By: _____
Name: Donald Rose
Title: Treasurer

JOHN VAN VUGT

Name: John Van Vugt

Prepared by: Frank E. Scangarella, Esq.

**DEED OF EASEMENT
144 JACKSONVILLE ROAD BLOCK 3001, LOT 6,
140 JACKSONVILLE ROAD BLOCK 3001, LOTS 7, and
130 JACKSONVILLE ROAD, BLOCK 3001, LOT 9
PEQUANNOCK TOWNSHIP**

This Agreement is entered into as of _____, 2025, by and between:

JOHN VAN VUGT and DEBORAH VAN VUGT, 140 Jacksonville Road, Pequannock Township, New Jersey (hereafter “J&D Van Vugt”); and

JOHN VAN VUGT, 144 Jacksonville Road, Pequannock Township, New Jersey (hereafter “Van Vugt”).

RECITALS

WHEREAS,

A. Ebenezer Netherlands Reformed Church (the “Church”) is the owner of real property situated in Pequannock Township, New Jersey, and described, respectively as follows: Block 3001, Lot 5, commonly known as 164 Jacksonville Road, Pompton Plains, New Jersey 07444 (“Lot 5”); and

B. Van Vugt is the owner of real property situated in Pequannock Township, New Jersey, and described, respectively as follows: Block 3001, Lot 6, commonly known as 144 Jacksonville Road, Pompton Plains, New Jersey 07444 (“Lot 6”); and

C. J&D Van Vugt are the owners of real property situated in Pequannock Township, New Jersey, and described, respectively as follows: Block 3001, Lot 7, and Block 3001, Lot 9 commonly known respectively as 140 and 130 Jacksonville Road, Pompton Plains, New Jersey 07444. (“Lots 7 and 9”); and

D. David Alan and Karen Jane Grimaldi are the owners of real property situated in Pequannock Township, New Jersey, and described, respectively as follows: Block 3201, Lot 12 commonly known as 132 Jacksonville Road (“Lot 12”); and

E. The Church seeks to install a Sewage Pumping Unit on the Church’s Property (“Church’s Pump Unit”), construct, operate, and maintain a 2” sanitary sewer force main (“Force Main”) commencing on the Jacksonville Road public right of way adjacent to Lot 12 at the point of an interconnection with the Township’s sanitary sewer main on said Jacksonville Road as depicted in the attached Exhibit A (hereafter “Church Easement”); proceeding northerly in said public right of way and adjacent and parallel to Lot 12 and onto and across Lot 9 and Lot 7 parallel to Jacksonville road, then easterly on Lot 7 to Lot 5, excluding therefrom the approximate forty-five (45) foot length of said Force Main on Lot 7 exclusively serving Lot 6 designated as “Lot 6 Lateral” on said Plans; and

F. The Church seeks Pequannock Township's approval to install the Church's Pump Unit and an easement to connect to the Township's sanitary sewer in the Jacksonville Road Right-of-way; and

G. In a deed of easement dated _____, J&D Van Vugt has granted the Church an exclusive permanent easement, hereafter the "Church Easement" (subject to subordinate rights granted to Van Vugt referenced herein) upon, over, and across portions of Lots 7 and 9, for the construction, operation, and maintenance and use of the Force Main (the "Church's Utility Improvements"); and

H. Van Vugt has requested and J&D Van Vugt wish to grant Van Vugt a permanent easement (hereafter the "Van Vugt Easement" and "Van Vugt Easement Area") for Van Vugt's construction of a 2" sanitary sewer pipe from Lot 6 the approximate forty-five (45) foot length of said Force Main on Lot 7 exclusively serving Lot 6 designated as "Lot 6 Lateral" on Plans prepared by Darmofalski Engineering dated May 2, 2019, and revised 4/1/2024 attached hereto as Exhibit A for Van Vugt's operation, use, maintenance, repair and replacement of same ("Van Vugt's Utility Improvements"); and

I. Van Vugt has requested and J&D Van Vugt wish to grant Van Vugt a permanent easement for Van Vugt's use of the Force Main, said easement, being subordinate to the Church Easement ("Subordinate Easement"); and

J. Van Vugt and the Church have separately executed a Force Main User Agreement for the use of the Force Main.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth hereinabove are incorporated herein by this reference as fully as if set forth herein verbatim.

2. Grant of Easement

a. J&D Van Vugt hereby grant declare, dedicate, create and establish for the use and benefit of VanVugt and the present and future owners of Block 3001, Lot 6 an exclusive perpetual easement upon, over, and across on Block 3001, Lot 7 between Lot 6 and the Force Main designated as "Lot 6 Lateral" in Exhibit A for the purpose of installing, operating, maintaining, repairing, replacing, and use of the Lateral and interconnection with the Force Main, together with the rights of ingress and egress over and upon the Van Vugt Easement Area provided such activities are conducted in a manner that minimizes disruption to John Van Vugt and Deborah Van Vugt's use of said Lot 7.

b. The Van Vugt Easement and Van Vugt's rights hereunder shall at all times be subject to the rights of J&D Van Vugt. J&D Van Vugt hereby reserve unto themselves, and their successors and assigns, the right to utilize the area depicted in Exhibit A for such purposes as deemed necessary, advisable, appropriate or convenient by them that do not materially adversely affect Van Vugt's rights under the Van Vugt Easement, including but not limited to, the exclusive right to use, pass

and repass over and upon the Van Vugt Easement Area, and to construct, reconstruct, replace, install, maintain and repair any improvements located or to be located over, under, across and upon the Van Vugt Easement Area, or any part thereof.

c. Upon completion of any construction, repair, or maintenance activities, Van Vugt shall restore the Van Vugt Easement Area to substantially the same condition as it was prior to such activities, at Van Vugt's sole expense.

3. Grant of Subordinate Easement

a. J&D Van Vugt hereby grant declare, dedicate, create and establish for the use and benefit of Van Vugt and the present and future owners of Block 3001, Lot 6 an exclusive perpetual subordinate easement upon, over, and across the Church Easement for the purpose of Van Vugt's use, maintenance and repair activities of the Force Main, for Van Vugt's own purposes, provided such use does not disrupt or interfere with the Church's use of the Church Easement, and complies with all applicable laws, regulations, and specifications mutually agreed upon by the parties, and provided such activities.

b. Upon completion of any construction, repair, maintenance or repair activities, Van Vugt shall restore the Church Easement to substantially the same condition as it was prior to such activities, at Van Vugt's sole expense.

4. Construction of Van Vugt's Utility Improvements.

a. Any of the Van Vugt's Utility Improvements done pursuant to the rights granted to Van Vugt herein shall be completed in accordance with the following terms and provisions:

i) No portion of Van Vugt's Utility Improvements located on the Van Vugt Easement Area shall be above ground.

ii) Van Vugt's Utility Improvements shall be performed at Van Vugt's sole cost and expense, and Van Vugt shall indemnify, defend and hold J&D Van Vugt harmless from and against any and all claims or costs arising out of Van Vugt's Utility Improvements, including, but not limited to, all attorneys' fees, costs, and other legal expenses whether incurred at or before the trial level or in any appellate, bankruptcy or administrative proceeding.

iii) In the event that Van Vugt damages any improvement now or hereafter located upon or adjacent to the Easement Area during the performance of Van Vugt's Utility Improvements by Van Vugt or any contractor engaged by Van Vugt, Van Vugt shall repair or cause the repair of such damage at Van Vugt's sole cost and expense.

iv) Prior to the commencement of any of Van Vugt's Utility Improvements by any contractor engaged by Van Vugt, Van Vugt shall cause such contractor to obtain and deliver to J&D Van Vugt evidence of liability insurance carried by such contractor naming J&D Van Vugt as an additional insured with minimum coverage of \$2 million in the aggregate and \$1 million per occurrence

v) Van Vugt shall be solely responsible for obtaining all necessary permits for Van Vugt's

Utility Improvements and for the compliance with such permits and all governmental regulations and code requirements pertaining to Van Vugt's Utility Improvements.

vi) Van Vugt's Utility Improvements shall be maintained by Van Vugt in good working order.

5. Compliance. The rights and easements granted hereunder, and the performance by Van Vugt of all of its obligations hereunder, shall be materially compliant with all applicable statutes, ordinances, permits, rules and regulations of all applicable governmental authorities, including, but not limited to, all permits, conceptual or otherwise, issued by all applicable governmental authorities having jurisdiction over the Easement Area, as the same may be amended from time to time hereafter.

6. Successors and Assigns. This Easement and the obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and the benefits and burdens hereof shall run with the Van Vugt Easement Area and Block 3001, Lot 6.

7. Indemnity.

a. J&D Van Vugt shall indemnify, defend and hold harmless Van Vugt from and against any and all claims and liabilities including reasonable attorneys' fees, personal injury, property damage, or mechanics' or materialmen's liens to the extent caused by J&D Van Vugt or any employee, agent or independent contractor of J&D Van Vugt, on account of, or in connection with, the activities conducted by J&D Van Vugt pursuant to this Easement, including, without limitation, any damage to any part of the Easement Area, or injury to any persons or damage to or destruction of any real or personal property and including the filing of any statutory or common law liens or claims against the Easement Area or any part thereof stemming from any activity by Van Vugt or any employee, agent or independent contractor of J&D Van Vugt upon or relating to any portion of the Easement Area. However, the foregoing indemnity and hold harmless obligations do not apply to (i) any loss, liability cost or expense arising from or related to the acts or omissions of Van Vugt, or his agents, (ii) any diminution in value in the Easement Area arising from or relating to matters discovered by J&D Van Vugt during its use of the Easement Area, (iii) any latent defects in the Easement Area discovered by J&D Van Vugt, or (iv) the release or spread of any Hazardous Materials which are discovered (but not deposited) on or under the Easement Area by J&D Van Vugt.

b. Van Vugt shall indemnify, defend and hold harmless J&D Van Vugt from and against any and all claims and liabilities including reasonable attorneys' fees, personal injury, property damage, or mechanics' or materialmen's liens to the extent caused by Van Vugt or any employee, agent or independent contractor of Van Vugt, on account of, or in connection with, the activities conducted by Van Vugt pursuant to this Easement, including, without limitation, any damage to any part of the Easement Area, or injury to any persons or damage to or destruction of any real or personal property and including the filing of any statutory or common law liens or claims against the Easement Area or any part thereof stemming from any activity by Van Vugt or any employee, agent or independent contractor of Van Vugt upon or relating to any portion of the Easement Area. However, the foregoing indemnity and hold harmless obligations do not apply to (i) any loss, liability cost or expense arising from or related to the acts or omissions of J&D Van Vugt, or its agents, (ii) any diminution in value in the Easement Area arising from or relating to matters discovered by Van Vugt during its use of the Easement Area, (iii) any latent defects in the Easement Area discovered by Van Vugt, or (iv) the release or spread of any Hazardous Materials

which are discovered (but not deposited) on or under the Van Vugt Easement Area by Van Vugt.

8. Insurance. At all times during the term of this Easement, Van Vugt shall obtain and deliver to J&D Van Vugt evidence of liability insurance carried by Van Vugt naming J&D Van Vugt as additional insureds with minimum coverage of \$2 million in the aggregate and \$1 million per occurrence.

9. Binding Effect. The easements granted in this Agreement shall run with the land and shall inure to the benefit of and be binding upon the Parties, their heirs, successors and assigns.

10. Resolution of Disputes. Any dispute between the Parties regarding a decision relating to maintenance, repair, or replacement of the easements, or the performance of any obligation under this Agreement, which is not resolved within sixty (60) days following a demand by a Party shall be resolved by binding arbitration between the Parties. The Parties shall endeavor to select a single arbitrator. If the Parties are unable to agree on a single arbitrator within sixty (60) days following the expiration of the sixty (60) days, then Van Vugt and J&D Van Vugt shall each designate an arbitrator and advise the other Parties of the identity of the arbitrator such Party has selected. The arbitrators selected by such Parties shall promptly select an additional arbitrator, and the dispute shall be resolved by a majority decision of the three arbitrators within sixty (60) days after selection of the third arbitrator. All arbitrators shall have experience in connection with the subject matter of the dispute, or be attorneys, and no arbitrator shall have any interest in the dispute or in any Party to the dispute. Any decision of the arbitrators may be entered as a judgment in a court of competent jurisdiction. Van Vugt and J&D Van Vugt each shall be responsible for the fees of the arbitrator it designated, and one-half of the fees of any arbitrator selected by the other arbitrators.

11. Attorneys' Fees. In the event any litigation should arise over the interpretation, scope, or enforcement of any part of this Easement, the prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees and other legal expenses relating thereto, including, without limitation, those incurred at or before the trial level and any appellate, bankruptcy or administrative proceedings.

12. Enforcement. The easements, covenants and agreements contained herein shall be enforceable by suit for damages, specific performance, declaratory judgment and/or injunctive relief, in addition to any other remedy provided by law or equity.

13. Time is of the Essence. Time is of the essence with respect to all matters set forth herein.

14. Governing Law. This Agreement has been entered into in New Jersey, and the laws of New Jersey shall govern the validity, enforcement and interpretation of this Agreement, and the rights and obligations of the Parties to this Agreement, their successors, assigns, representatives and heirs.

15. Captions. Titles or captions of sections or paragraphs in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, extend or describe the scope of this Agreement or the intent or meaning of any provision of this Agreement.

16. Severability. If any of the provisions contained in this Agreement is held to be invalid, the invalid provisions shall be modified to the minimum extent necessary to make the invalid

provisions valid. The invalidation of any provision of this Agreement shall in no way affect the validity of any other provision of this Agreement.

17. Amendment. This Agreement shall not be modified or amended without the written approval of each of the Parties.

18. Construction. The Parties acknowledge that they participated equally in the negotiation and drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one Party than against another.

19. No Waiver. The failure of any Party to insist upon strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any right or remedy which that Party may have, nor be deemed a waiver of such Party's right to insist on strict performance of the provisions of this Agreement in the future.

20. Notice. Any notice or demand permitted or required to be given or made under this Agreement shall be deemed given or made when delivered personally or deposited in the United States mail, postage prepaid, certified mail (return receipt requested), to the following respective address (which address may be changed by the respective Party, its successors or assigns, by sending written notice of such change according to this Section Fifteen to the other Parties and specifying the new address):

A. **If to JOHN VAN VUGT and DEBORAH VAN VUGT**

John Van Vugt
140 Jacksonville Road
Pompton Plains, NJ 07444

B. **If to JOHN VAN VUGT**

John Van Vugt
144 Jacksonville Road
Pompton Plains, NJ 07444

The Parties have executed this Easement Agreement at _____ the day and year first set forth above.

JOHN VAN VUGT

DEBORAH VAN VUGT

JOHN VAN VUGT

Prepared by: Frank E. Scangarella, Esq.

**DEED OF EASEMENT
164 JACKSONVILLE ROAD BLOCK 3001, LOTS 5,
140 JACKSONVILLE ROAD BLOCK 3001, LOTS 7, and
130 JACKSONVILLE ROAD, BLOCK 3001, LOT 9
PEQUANNOCK TOWNSHIP**

This Agreement is entered into as of _____, 2025, by and between:

JOHN VAN VUGT and DEBORAH VAN VUGT, 140 Jacksonville Road, Pequannock Township, New Jersey (hereafter “J&D Van Vugt”); and

EBENEZER NETHERLANDS REFORMED CHURCH, 875 Ewing Avenue, Franklin Lakes, New Jersey 07417 (hereafter “The Church”).

RECITALS

WHEREAS,

A. The Church is the owner of real property situated in Pequannock Township, New Jersey, and described, respectively as follows: Block 3001, Lot 5, commonly known as 164 Jacksonville Road, Pompton Plains, New Jersey 07444 (“Lot 5”); and

B. John Van Vugt (hereafter “Van Vugt”) is the owner of real property situated in Pequannock Township, New Jersey, and described, respectively as follows: Block 3001, Lot 6, commonly known as 144 Jacksonville Road, Pompton Plains, New Jersey 07444 (“Lot 6”); and

C. J&D Van Vugt are the owners of real property situated in Pequannock Township, New Jersey, and described, respectively as follows: Block 3001, Lot 7, and Block 3001, Lot 9 commonly known respectively as 140 and 130 Jacksonville Road, Pompton Plains, New Jersey 07444. (“Lots 7 and 9”); and

D. David Alan and Karen Jane Grimaldi are the owners of real property situated in Pequannock Township, New Jersey, and described, respectively as follows: Block 3201, Lot 12 commonly known as 132 Jacksonville Road (“Lot 12”); and

E. The Church seeks to (i) install a Sewage Pumping Unit on the Church’s Property (“Church’s Pump Unit”); and (ii) construct, operate, and maintain a 2” sanitary sewer force main (“Force Main”) commencing on Lot 5 across Lot 7 and Lot 9, across the Jacksonville Road public right of way adjacent to Lot 12 and interconnection with the Township’s sanitary sewer main on Jacksonville Road as identified as “2” Polyethelene Force Main” on Plans prepared by Darmofalski Engineering dated May 2, 2019, and revised 4/1/2024 attached hereto as Exhibit A, (“Church Easement”); excluding therefrom the approximate forty-five (45) foot length of said Force Main on Lot 7 exclusively serving Lot 6 designated as “Lot 6 Lateral” on said Plans; and

F. The Church seeks Pequannock Township's approval to install the Church's Pump Unit and an easement to connect to the Township's sanitary sewer in the Jacksonville Road Right-of-way; and

G. The Church has requested, and J&D Van Vugt wish to grant the Church an exclusive permanent easement (subject to subordinate rights granted to Van Vugt referenced herein) upon, over, and across portions of Lots 7 and 9, for the construction, operation, and maintenance and use of the Force Main (the "Church's Utility Improvements"); and

H. Van Vugt has requested and J&D Van Vugt have separately granted Van Vugt (i) a permanent subordinate easement for Van Vugt's use of the Force Main ("Subordinate Easement"); and (ii) a permanent easement for Van Vugt's construction, operation, use, maintenance, repair and replacement of a 2" sanitary sewer pipe commencing on the northerly boundary of Lot 7 with Lot 6, a distance of approximately forty-five (45) feet on Lot 7 to the Force Main designated as "Lot 6 Lateral" in Exhibit A.

I. Van Vugt and the Church have separately executed a Force Main User Agreement for the use of the Force Main.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth hereinabove are incorporated herein by this reference as fully as if set forth herein verbatim.

2. Grant of Easement

a. J&D Van Vugt hereby grant declare, dedicate, create and establish for the use and benefit of the Church's Property and the present and future owners of Block 3001, Lot 5 an exclusive perpetual easement (subject to the Subordinate Easement) upon, over, and across a portion of Block 3001, Lot 7 and Block 3001, Lot 9 for the purpose of installing, operating, maintaining, repairing, replacing, and using the Force Main, together with the rights of ingress and egress over and upon Block 3001, Lot 7 and Block 3001, Lot 9 (hereafter the "Easement" and "Easement Area" respectively) excluding therefrom the approximate forty-five (45) foot length of said Force Main on Lot 7 exclusively serving Lot 6 designated as "Lateral" on said Plans, provided such activities are conducted in a manner that minimizes disruption to J&D Van Vugt's use of said Lots 7 and 9.

b. This Easement and the Church's rights hereunder shall at all times be subject to the rights of J&D Van Vugt. J&D Van Vugt hereby reserve unto themselves, and their successors and assigns, the right to utilize the Easement Area for such purposes as deemed necessary, advisable, appropriate or convenient by them that do not materially adversely affect the Church's rights under this Easement, including but not limited to, the exclusive right to use, pass and repass over and upon the Easement Area, and to construct, reconstruct, replace, install, maintain and repair any improvements located or to be located over, under, across and upon the Easement Area, or any part thereof.

c. Upon completion of any construction, repair, or maintenance activities, the Church shall restore the Easement Area to substantially the same condition as it was prior to such activities, at the Church's sole expense.

3. Construction of Church's Utility Improvements.

a. Any of the Church's Utility Improvements done pursuant to the rights granted to the Church herein, including but not limited to, the initial construction of the Force Main (collectively "Utility Improvements") and any of the Church's Utility Improvements thereafter shall be completed in accordance with the following terms and provisions:

- i) No portion of the Church's Utility Improvements located on the Easement Area shall be above ground.
- ii) The Church's Utility Improvements shall be performed at the Church's sole cost and expense, and the Church shall indemnify, defend and hold J&D Van Vugt harmless from and against any and all claims or costs arising out of the Church's Utility Improvements, including, but not limited to, all attorneys' fees, costs, and other legal expenses whether incurred at or before the trial level or in any appellate, bankruptcy or administrative proceeding.
- iii) In the event that the Church damages any improvement now or hereafter located upon or adjacent to the Easement Area during the performance of the Church's Utility Improvements by the Church or any contractor engaged by the Church, the Church shall repair or cause the repair of such damage at the Church's sole cost and expense.
- iv) Prior to the commencement of any of the Church's Utility Improvements by any contractor engaged by the Church, the Church shall cause such contractor to obtain and deliver to J&D Van Vugt evidence of liability insurance carried by such contractor naming J&D Van Vugt as an additional insured with minimum coverage of \$2 million in the aggregate and \$1 million per occurrence
- v) The Church shall be solely responsible for obtaining all necessary permits for the Church's Utility Improvements and for the compliance with such permits and all governmental regulations and code requirements pertaining to the Church's Utility Improvements.
- vi) The Church's Utility Improvements shall be maintained by the Church in good working order.

4. Compliance. The rights and easements granted hereunder, and the performance by the Church of all of its obligations hereunder, shall be materially compliant with all applicable statutes, ordinances, permits, rules and regulations of all applicable governmental authorities, including, but not limited to, all permits, conceptual or otherwise, issued by all applicable governmental authorities having jurisdiction over the Easement Area, as the same may be amended from time to time hereafter.

5. Successors and Assigns. This Easement and the obligations hereunder shall be binding upon

and inure to the benefit of the parties hereto and their respective successors and assigns, and the benefits and burdens hereof shall run with the Easement Area and Block 3001, Lot 5.

6. Indemnity.

a. The Church shall indemnify, defend and hold harmless J&D Van Vugt from and against any and all claims and liabilities including reasonable attorneys' fees, personal injury, property damage, or mechanics' or materialmen's liens to the extent caused by the Church or any employee, agent or independent contractor of the Church, on account of, or in connection with, the activities conducted by the Church pursuant to this Easement, including, without limitation, any damage to any part of the Easement Area, or injury to any persons or damage to or destruction of any real or personal property and including the filing of any statutory or common law liens or claims against the Easement Area or any part thereof stemming from any activity by the Church or any employee, agent or independent contractor of the Church upon or relating to any portion of the Easement Area. However, the foregoing indemnity and hold harmless obligations do not apply to (i) any loss, liability cost or expense arising from or related to the acts or omissions of J&D Van Vugt, or his agents, (ii) any diminution in value in the Easement Area arising from or relating to matters discovered by the Church during its use of the Easement Area, (iii) any latent defects in the Easement Area discovered by the Church, or (iv) the release or spread of any Hazardous Materials which are discovered (but not deposited) on or under the Easement Area by the Church.

b. J&D Van Vugt shall indemnify, defend and hold harmless the Church from and against any and all claims and liabilities including reasonable attorneys' fees, personal injury, property damage, or mechanics' or materialmen's liens to the extent caused by J&D Van Vugt or any employee, agent or independent contractor of J&D Van Vugt, on account of, or in connection with, the activities conducted by J&D Van Vugt pursuant to this Easement, including, without limitation, any damage to any part of the Easement Area, or injury to any persons or damage to or destruction of any real or personal property and including the filing of any statutory or common law liens or claims against the Easement Area or any part thereof stemming from any activity by J&D Van Vugt or any employee, agent or independent contractor of J&D Van Vugt upon or relating to any portion of the Easement Area. However, the foregoing indemnity and hold harmless obligations do not apply to (i) any loss, liability cost or expense arising from or related to the acts or omissions of the Church, or its agents, (ii) any diminution in value in the Easement Area arising from or relating to matters discovered by J&D Van Vugt during its use of the Easement Area, (iii) any latent defects in the Easement Area discovered by J&D Van Vugt, or (iv) the release or spread of any Hazardous Materials which are discovered (but not deposited) on or under the Easement Area by J&D Van Vugt.

7. Insurance. At all times during the term of this Easement, the Church shall obtain and deliver to J&D Van Vugt evidence of liability insurance carried by the Church naming J&D Van Vugt as an additional insured with minimum coverage of \$2 million in the aggregate and \$1million per occurrence.

8. Binding Effect. The easements granted in this Agreement shall run with the land and shall inure to the benefit of and be binding upon the Parties, their heirs, successors and assigns.

9. Resolution of Disputes. Any dispute between the Parties regarding a decision relating to

maintenance, repair, or replacement of the easements, or the performance of any obligation under this Agreement, which is not resolved within sixty (60) days following a demand by a Party shall be resolved by binding arbitration between the Parties. The Parties shall endeavor to select a single arbitrator. If the Parties are unable to agree on a single arbitrator within sixty (60) days following the expiration of the sixty (60) days, then J&D Van Vugt and the Church shall each designate an arbitrator and advise the other Parties of the identity of the arbitrator such Party has selected. The arbitrators selected by such Parties shall promptly select an additional arbitrator, and the dispute shall be resolved by a majority decision of the three arbitrators within sixty (60) days after selection of the third arbitrator. All arbitrators shall have experience in connection with the subject matter of the dispute, or be attorneys, and no arbitrator shall have any interest in the dispute or in any Party to the dispute. Any decision of the arbitrators may be entered as a judgment in a court of competent jurisdiction. J&D Van Vugt and the Church each shall be responsible for the fees of the arbitrator it designated, and one-half of the fees of any arbitrator selected by the other arbitrators.

10. Attorneys' Fees. In the event any litigation should arise over the interpretation, scope, or enforcement of any part of this Easement, the prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees and other legal expenses relating thereto, including, without limitation, those incurred at or before the trial level and any appellate, bankruptcy or administrative proceedings.

11. Enforcement. The easements, covenants and agreements contained herein shall be enforceable by suit for damages, specific performance, declaratory judgment and/or injunctive relief, in addition to any other remedy provided by law or equity.

12. Time is of the Essence. Time is of the essence with respect to all matters set forth herein.

13. Governing Law. This Agreement has been entered into in New Jersey, and the laws of New Jersey shall govern the validity, enforcement and interpretation of this Agreement, and the rights and obligations of the Parties to this Agreement, their successors, assigns, representatives and heirs.

14. Captions. Titles or captions of sections or paragraphs in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, extend or describe the scope of this Agreement or the intent or meaning of any provision of this Agreement.

15. Severability. If any of the provisions contained in this Agreement is held to be invalid, the invalid provisions shall be modified to the minimum extent necessary to make the invalid provisions valid. The invalidation of any provision of this Agreement shall in no way affect the validity of any other provision of this Agreement.

16. Amendment. This Agreement shall not be modified or amended without the written approval of each of the Parties.

17. Construction. The Parties acknowledge that they participated equally in the negotiation and drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one Party than against another.

18. No Waiver. The failure of any Party to insist upon strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any right or remedy which that Party may have, nor be deemed a waiver of such Party's right to insist on strict performance of the provisions of this Agreement in the future.

19. Notice. Any notice or demand permitted or required to be given or made under this Agreement shall be deemed given or made when delivered personally or deposited in the United States mail, postage prepaid, certified mail (return receipt requested), to the following respective address (which address may be changed by the respective Party, its successors or assigns, by sending written notice of such change according to this Section Fifteen to the other Parties and specifying the new address):

A. If to EBENEZER NETHERLANDS REFORMED CHRISTIAN SCHOOL

Ebenezer Netherlands Reformed Church
875 Ewing Avenue
Franklin Lakes, New Jersey 07417
Attention: Donald Rose, Treasurer

B. If to JOHN VAN VUGT and DEBORAH VAN VUGT

John Van Vugt
140 Jacksonville Road
Pompton Plains, NJ 07444

The Parties have executed this Easement Agreement at _____ the day and year first set forth above.

**EBENEZER NETHERLANDS REFORMED
THE CHURCH**

By: _____
DONALD ROSE
Treasurer

JOHN VAN VUGT

DEBORAH VAN VUGT

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council authorizing the acceptance of a hold harmless agreement from Paul and Michele DeNaples (Block 3202 Lot 1, 70 West Parkway)

Resolution No. R2025- 153

WHEREAS, Paul and Michele DeNaples (“the property owner”) is the owners of real property known as (**Block 3202 Lot 1, 70 West Parkway**), in the Township of Pequannock; and

WHEREAS, the property owner has requested permission to construct private improvements within a Township easement on the property; and

WHEREAS, while private improvements are generally not permitted in the Easement, the Township has found the proposed improvements will have no adverse effect on the existing easement; and

WHEREAS, the Township desires to memorialize its right to installation, maintenance and access within the easement;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, in the County of Morris, State of New Jersey that the appropriate municipal officials are hereby authorized to execute a Hold Harmless Agreement with **Paul and Michele DeNaples** for the property known as (**Block 3202 Lot 1, 70 West Parkway**) in accordance with the agreement attached hereto.

Adopted: July 8, 2025

Carol J Marsh, Township Clerk

John Driesse, Mayor



Township of Pequannock

CONSTRUCTION DEPARTMENT

Construction Official:
Robert J. Grant
Tel: (973) 835-5700 x181
Fax: (973) 835-9396
Email: rgrant@peqtwp.org
Mailing Address:
530 Newark-Pompton Turnpike
Pompton Plains, NJ 07444
Office Address:
99 Alexander Avenue (DPW Annex)
Pompton Plains, NJ 07444

To: Adam Brewer

Robert Grant *RD*

Date: July 1, 2025

Re: Hold Harmless Agreement – 70 West Parkway

Adam,

A zoning permit was submitted by Mr. Paul DeNaples, to install a 6' vinyl fence along the rear property line and 2 side yards, to enclose the rear yard of his property. The Northern side yard runs along a drainage easement .

As per ordinance, a fence cannot be installed on any kind of easement without a Hold Harmless agreement in place and approved by Mayor and Council.

After review of application, survey and signed Hold Harmless agreement, I see no reason why this request should not be granted.

Please add to the next available agenda.

HOLD HARMLESS AGREEMENT – TOWNSHIP OF PEQUANNOCK

THIS AGREEMENT, made this 8th day of May 20 25, by and between

TOWNSHIP OF PEQUANNOCK

(hereafter "Township"); and

(NAME)

WITNESSETH:

WHEREAS, Paul and Michelle DeNaples are the owners of real property known as Block 3202, Lot 1, 70 West Parkway (address) in the Township of Pequannock; and

WHEREAS, there is an existing 15 foot drainage easement, (hereafter "Easement") of which 103.50' is located along the South East border within the property owned by Paul and Michelle DeNaples; and

WHEREAS, Paul and Michelle DeNaples have requested the permission of the Township of Pequannock to construct a fence within the Easement; and

WHEREAS, while private improvements are generally not permitted in the Easement, The Township Council finds that the proposed fence will have no adverse effect on existing drainage improvements;

NOW, THEREFORE, the Township of Pequannock grants Paul and Michelle DeNaples permission to construct a fence within the existing Easement.

Paul and Michelle DeNaples agree that they shall be responsible for the construction maintenance and repair of the fence and shall hold the Township of Pequannock harmless from any and all damage to the fence that may arise from

Township installation, maintenance or access within the Easement. In the event it becomes necessary for the Township to perform work in the Easement for any reason at the complete discretion of the Township, Paul and Michelle DeNaples or their successor in interest shall be responsible for the removal, relocation, or reconstruction of "allowed" improvements if the Township determines that the fence impairs the strength or interferes with the use or maintenance of the drainage easement, or the encroachment is determined to not comply with other ordinances or regulations. The fact that the Township approved or issued permits for such encroachment does not relieve the property owner of this requirement or any liability or responsibility associated with the encroachment.

ATTEST:

Patrick DeNaples
Patrick DeNaples

WITNESS:

TOWNSHIP OF PEQUANNOCK

By: Paul DeNaples

Patrick DeNaples
Name

Michelle DeNaples
Name

ZONING PERMIT APPLICATION

Township of Pequannock
530 Newark Pompton Turnpike, Pompton Plains, NJ 07444
973-897-0325

OFFICE USE ONLY

Date Received: _____

Zoning Application No. ZP25-0089

CHECK TYPE OF APPLICATION

- | | | |
|--|--|---|
| ☐ New Dwelling (5) | ☐ New Commercial | ☐ Demolition (1) |
| ☐ Residential Addition (1,5) | ☐ Commercial Addition | ☐ Porch (5) |
| ☐ Accessory Building/Garage (1,5) | ☐ Commercial Interior | ☐ Pool (3) |
| ☐ Interior Remodeling | ☐ Sign/Awning (6) | ☐ Generator, Air Conditioner (1,2) |
| ☒ Fence (1) | ☐ Driveway/Walkway/Patio/Deck (5) | ☐ Temporary Sign (1) |
| ☐ Occupancy of building CCO (4) | ☐ Change of use of a property CO | ☐ Zoning (4) |
| ☐ Wall 4'high or greater (1) | ☐ Temporary Storage Unit (1) | ☐ Other _____ |

RECEIVED

To ensure timely processing, please review this quick checklist before submitting your application:

_____ Both sides of application are complete, including owner/applicant signatures.

APR 25 2025

_____ You have provided two (2) copies of a current survey/site plan along with any required construction drawings. Survey must show the existing conditions and exact location of physical features including metes and bounds, drainage, waterways, specific utility locations and easements, all drawn to scale. All surveys must be prepared by a land surveyor and not more than 10 (ten) years old.

TOWNSHIP OF PEQUANNOCK
PLANNING DEPARTMENT

Application fee: \$25.00 for home occupation; \$50.00 for additions; \$75.00 for new dwellings; \$100.00 for commercial zoning permits; \$200.00 for CCO or CO; \$50.00 for temporary storage unit; \$20.00 temporary sign (30 day)/\$50.00 (120 day); four times square footage for conforming sign. Zoning Permit and CCO/CO two separate checks. CHECKS MADE PAYABLE TO: PEQUANNOCK, TOWNSHIP

If any of the requested information is missing or the application is incomplete, processing of the application will cease; applicants will be informed of same by letter.

1. Indicate location and height for sheds and/or fence on survey. Survey must be to scale and not more than ten (10) years old.
2. Must be properly screened.
3. Pools require fencing. Please indicate type, height, area of fence and location of filter/heater, decking, coping and aprons.
4. Indicate in writing detailed description of pile.
5. Must fill out a Zoning Review Form.
6. Fill out attached addendum

PLEASE PRINT CLEARLY - NO CHARGE FOR FENCE AND SHED PERMITS

1. Location of property for which Zoning Permit is desired:

Street Address: 70 West Parkway Block 3202 Lot 1

2. Applicant's Name and Email: Paul DeNaples Pauldenaples@aol.com

Address: 70 West Parkway Phone: 201-247-7348

3. Property Owner's Name (if different from applicant): _____

Address: _____ Email: _____

4. Does Applicant hold a tax-exempt status under the Federal Internal Revenue Code of 1954-26 U.S.C., Section 501 (c) or (d)
Yes _____ No X

5. Current approved use of structure on property: _____

6. Proposed new use or structure to be constructed on the property: Vinyl Fence

7. Name of New Business: _____

8. Square footage allocated for Use: _____

9. Number of parking spaces allocated of Use: _____

10. In detail, describe all work to be performed under this permit: Construction of New Vinyl fence By Challenge Fence

11. Has the property above been the subject of any prior application to the Planning Board or Zoning Board of Adjustment? Yes _____ No X If yes, provide date: _____ Planning _____ Zoning _____ and Resolution.

12. Is the proposed construction/use for the address located in a flood hazard zone? Yes _____ No X

R-15

13. Will there be a change in the grade of the property upon permit? Yes _____ No X

14. Does the property have any easements? Yes X No _____

Applicant certifies that all statements and information made and provided as part of this application are true to the best of his/her knowledge, information and belief. Applicant further states that all pertinent municipal ordinances, and all conditions, regulations and requirements of site plan approval, variances and other permits granted with respect to said property, shall be complied with. All zoning permits will be granted or denied within ten (10) business days from the date of complete application.

Signature of Applicant

Date

PRINT Applicant's name

Signature of Owner

Date

Print Owner's Name

OFFICE USE ONLY

Fee rec'd _____ Amount: _____ Check# _____ Cash: _____

Received by: _____

Approved: _____ Denied: _____

Zoning Officer: _____ Date: _____

Code Official: _____ Date: _____

Construction Official: _____

Date: _____

All sign applications must complete addendum. You must submit a rendering of the sign along with dimensions

Block _____ Lot _____

Applicant's Name: _____

Address: _____

Phone: _____ Email: _____

Owner's Name: _____

Address: _____

Phone: _____ Email: _____

What is the total number of existing signs? _____

How many of these are free standing signs? _____

Are there existing signs to be removed? _____

How many businesses are at this location? _____

What is the total area of all attached signs (existing and proposed)? _____

What is the dimension of the proposed sign? _____

What is the area of the store front or building front? _____

What is the sum of: existing signs that will remain, proposed signs and signs that may be required for a future tenant that will occupy currently vacant spaces? _____

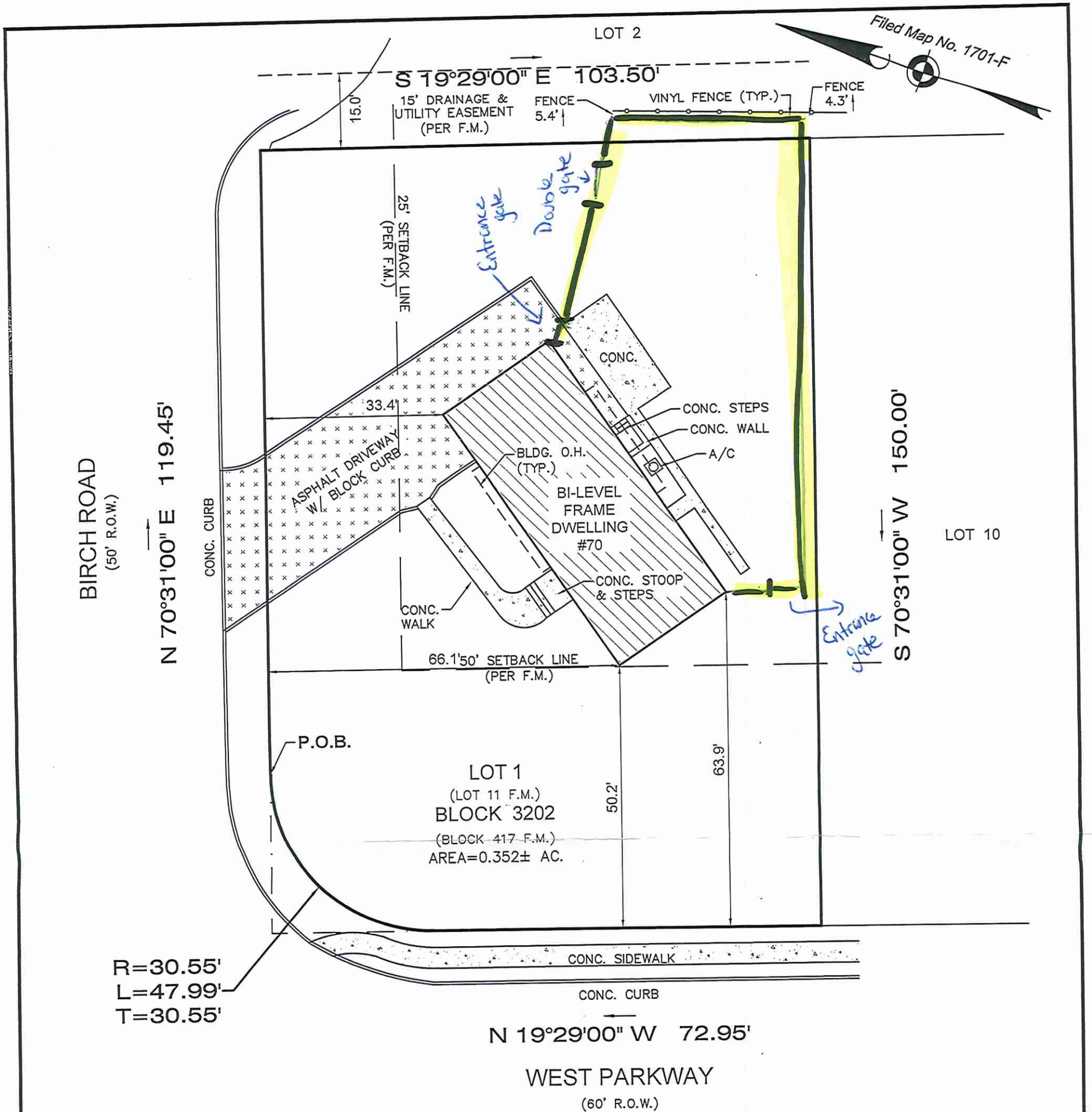
Signature of Applicant

Date

Signature of Owner

Date

Rev.8/14/2020



PREPARED FOR: PAUL DeNAPLES AND MICHELE DeNAPLES
TITLE INSURER: ACRES LAND TITLE AGENCY, INC. (318631)
CHICAGO TITLE INSURANCE COMPANY
MORTGAGE HOLDER: ATLANTIC HOME LOANS INC.
its successors and/or assigns, as their interest may appear.
CLOSING ATTORNEY: RAYMOND F. MILLER, Esquire
LAW OFFICE OF RAYMOND F. MILLER, LLC

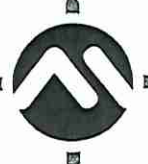
Filed Map Reference:	Filed Map Block:	Filed Map Lot:	Filing Date:	Filed Map No.
ALPS MANOR HOMES, PROPERTY OF ALPS MANOR HOMES, INC., PEQUANNOCK TWP., MORRIS COUNTY, N.J.	417	11	06-25-1956	1701-F

IMPORTANT NOTES, PLEASE REVIEW:

- I DECLARE THAT, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THIS MAP OR PLAN MADE ON 7/9/19 BY ME OR UNDER MY DIRECT SUPERVISION IS IN ACCORDANCE WITH THE RULES AND REGULATIONS PROMULGATED BY THE STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- THIS SURVEY DOES NOT PURPORT TO IDENTIFY BELOW GROUND ENCROACHMENTS, UTILITIES, SERVICES LINES OR STRUCTURES, WETLANDS, OR RIPARIAN RIGHTS. NO ATTEMPT WAS MADE TO DETERMINE IF ANY PORTION OF THE PROPERTY IS CLAIMED BY THE STATE OF NEW JERSEY AS TIDELANDS. ENVIRONMENTALLY SENSITIVE AREAS, IF ANY ARE NOT LOCATED BY THIS SURVEY.
- OFFSET DIMENSIONS FROM STRUCTURES TO PROPERTY LINES SHOWN HEREON ARE NOT TO BE USED TO REESTABLISH PROPERTY LINES.
- THIS SURVEY IS SUBJECT TO CONDITIONS WHICH AN ACCURATE TITLE SEARCH MIGHT DISCLOSE, SUBJECT TO RESTRICTIONS AND EASEMENTS RECORDED AND/OR UNRECORDED.
- BUILDING SETBACKS SHOWN HEREON ARE FROM RECORDED DEEDS AND FILED MAPS AND MAY NOT REFLECT CURRENT ZONING REQUIREMENTS.
- PROPERTY CORNERS HAVE NOT BEEN SET AS PER CONTRACTUAL AGREEMENT. (N.J.A.C. 13:40-5.1(D))

DB 1806 PG 643

CERTIFICATE OF AUTHORIZATION: 24GA28229800

 **MORGAN**
engineering & surveying

P.O. BOX 5232
TOMS RIVER, N.J. 08754
TEL: 732-270-9690
FAX: 732-270-9691
www.morganengineeringllc.com

SURVEY OF PROPERTY

LOT 1 BLOCK 3202
TOWNSHIP OF PEQUANNOCK
COUNTY OF MORRIS NEW JERSEY


DAVID J. VON STEENBURG
PROFESSIONAL LAND SURVEYOR
N.J. LIC. No. 34500

Scale:	Drawn By:	Date:	JOB #	CAD File #	Sheet #
1"=20'	CJF	7/9/19	19-05699	19-05699cjf	1 OF 1

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council authorizing the acceptance of a hold harmless agreement from Thomas V. Lyons Jr. (Block 1701 Lot 15, 3 Arundel Road)

Resolution No. R2025-154

WHEREAS, Thomas V. Lyons Jr. (“the property owner”) is the owners of real property known as **(Block 1701 Lot 15, 3 Arundel Road)**, in the Township of Pequannock; and

WHEREAS, the property owner has requested permission to construct private improvements within a Township easement on the property; and

WHEREAS, while private improvements are generally not permitted in the Easement, the Township has found the proposed improvements will have no adverse effect on the existing easement; and

WHEREAS, the Township desires to memorialize its right to installation, maintenance and access within the easement;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, in the County of Morris, State of New Jersey that the appropriate municipal officials are hereby authorized to execute a Hold Harmless Agreement with **Thomas V. Lyons Jr.** for the property known as **(Block 1701 Lot 15, 3 Arundel Road)** in accordance with the agreement attached hereto.

Adopted: July 8, 2025

Carol J Marsh, Township Clerk

John Driesse, Mayor



Township of Pequannock

CONSTRUCTION DEPARTMENT

Construction Official:
Robert J. Grant
Tel: (973) 835-5700 x181
Fax: (973) 835-9396
Email: rgrant@peqtwp.org
Mailing Address:
530 Newark-Pompton Turnpike
Pompton Plains, NJ 07444
Office Address:
99 Alexander Avenue (DPW Annex)
Pompton Plains, NJ 07444

To: Adam Brewer

From: Robert Grant *RS*

Date: July 1, 2025

Re: Hold Harmless Agreement – 3 Arundel Road

Adam,

A zoning permit was submitted by Mr. Thomas V. Lyons Jr., to install a 4' 5" aluminum rail fence along the rear property line and 2 side yard fronts to enclose the rear yard of his property within a utility easement – 3 Arundel Road.

As per ordinance, a fence cannot be installed on any kind of easement without a Hold Harmless agreement in place and approved by Mayor and Council.

After review of application, survey and signed Hold Harmless agreement, I see no reason why this request should not be granted.

Please add to the next available agenda.

AGREEMENT – TOWNSHIP OF PEQUANNOCK

THIS AGREEMENT, made this 30 day of JUNE 2025, by and between

TOWNSHIP OF PEQUANNOCK

(hereafter "Township"); and

(NAME)

WITNESSETH:

THOMAS V LYONS JR.
WHEREAS, _____ and _____ are the owners of real property known as Block 1701, Lot 15, _____ (address) in the Township of Pequannock; and

WHEREAS, there is an existing 20' foot drainage easement, (hereafter "Easement") of which 10' is located along the REAR border within the property owned by

THOMAS V LYONS JR. and _____; and

THOMAS V LYONS JR.
WHEREAS, _____ and _____ have requested the permission of the Township of Pequannock to construct a FENCE within the Easement; and

WHEREAS, while private improvements are generally not permitted in the Easement, The Township Council finds that the proposed FENCE will have no adverse effect on existing drainage improvements;

THOMAS V LYONS JR.
NOW, THEREFORE, the Township of Pequannock grants _____ and

_____ permission to construct a FENCE within the existing Easement.

THOMAS V LYONS JR. and _____ agree that they shall be responsible for the construction maintenance and repair of the FENCE and shall hold the Township of Pequannock harmless from any and all damage to the FENCE that may arise from

Township installation, maintenance or access within the Easement. In the event it becomes necessary for the Township to perform work in the Easement for any reason at the complete discretion of the Township, THOMAS ULYOES JR and _____ or their successor in interest shall be responsible for the removal, relocation, or reconstruction of "allowed" improvements if the Township determines that the FENCE impairs the strength or interferes with the use or maintenance of the drainage easement, or the encroachment is determined to not comply with other ordinances or regulations. The fact that the Township approved or issued permits for such encroachment does not relieve the property owner of this requirement or any liability or responsibility associated with the encroachment.

ATTEST:

TOWNSHIP OF PEQUANNOCK



By: THOMAS ULYOES JR

WITNESS:

Name

Name

ZONING PERMIT APPLICATION
Township of Pequannock
530 Newark Pompton Turnpike, Pompton Plains, NJ 07444
973-897-0325

OFFICE USE ONLY

Date Received: _____

Zoning Application No. 2A25-143

CHECK TYPE OF APPLICATION

- | | | |
|--|--|---|
| ☐ New Dwelling (5) | ☐ New Commercial | ☐ Demolition (1) |
| ☐ Residential Addition (1,5) | ☐ Commercial Addition | ☐ Porch (5) |
| ☐ Accessory Building/Garage (1,5) | ☐ Commercial Interior | ☐ Pool (3) |
| ☐ Interior Remodeling | ☐ Sign/Awning (6) | ☐ Generator, Air Conditioner (1,2) |
| ☒ Fence (1) | ☐ Driveway/Walkway/Patio/Deck (5) | ☐ Temporary Sign (1) |
| ☐ Occupancy of building CCO (4) | ☐ Change of use of a property CO | ☐ Zoning (4) |
| ☐ Wall 4' high or greater (1) | ☐ Temporary Storage Unit (1) | ☐ Other _____ |

RECEIVED

To ensure timely processing, please review this quick checklist before submitting your application:

_____ Both sides of application are complete, including owner/applicant signatures.

JUN 17 2025

_____ You have provided two (2) copies of a current survey/site plan along with any required construction drawings. Survey must show the existing conditions and exact location of physical features including metes and bounds, drainage, waterways, specific utility locations and easements, all drawn to scale. All surveys must be prepared by a land surveyor and not more than 10 (ten) years old.

TOWNSHIP OF PEQUANNOCK
PLANNING DEPARTMENT

_____ Application fee: \$25.00 for home occupation; \$50.00 for additions; \$75.00 for new dwellings; \$100.00 for commercial zoning permits; \$200.00 for CCO or CO; \$50.00 for temporary storage unit; \$20.00 temporary sign (30 day)/\$50.00 (120 day); four times square footage for conforming sign. Zoning Permit and CCO/CO two separate checks. CHECKS MADE PAYABLE TO: PEQUANNOCK, TOWNSHIP

If any of the requested information is missing or the application is incomplete, processing of the application will cease; applicants will be informed of same by letter.

1. Indicate location and height for sheds and/or fence on survey. Survey must be to scale and not more than ten (10) years old.
2. Must be properly screened.
3. Pools require fencing. Please indicate type, height, area of fence and location of filter/heater, decking, coping and aprons.
4. Indicate in writing detailed description of use.
5. Must fill out a Zoning Review Form.
6. Fill out attached addendum

PLEASE PRINT CLEARLY - NO CHARGE FOR FENCE AND SHED PERMITS

- 1) Location of property for which Zoning Permit is desired:

Street Address: 3 ARUNDEL ROAD Block 152 Lot 38

1701 / 15 (R-15)

2. Applicant's Name and Email: THOMAS V LYONS JR EMBAZIE AOL.COM

Address: 3 ARUNDEL ROAD Phone: 973-715-9517

3. Property Owner's Name (if different from applicant): _____

Address: _____ Email: _____

4. Does Applicant hold a tax-exempt status under the Federal Internal Revenue Code of 1954-26 U.S.C., Section 501 (c) or (d)
Yes _____ No ☒

5. Current approved use of structure on property: S/A

6. Proposed new use or structure to be constructed on the property: FENCE

7. Name of New Business: _____

8. Square footage allocated for Use: _____

9. Number of parking spaces allocated of Use: _____

10. In detail, describe all work to be performed under this permit: INSTALL 3 RAIL 54" HIGH
ALUMINUM FENCE 1. REAR YARD 2. TWO SIDE YARD

11. Has the property above been the subject of any prior application to the Planning Board or Zoning Board of Adjustment? Yes _____
No ☒ If yes, provide date: _____ Planning _____ Zoning _____ and Resolution.

12. Is the proposed construction/use for the address located in a flood hazard zone? Yes _____ No ☒

13. Will there be a change in the grade of the property upon permit? Yes _____ No X

14. Does the property have any easements? Yes X No _____

Applicant certifies that all statements and information made and provided as part of this application are true to the best of his/her knowledge, information and belief. Applicant further states that all pertinent municipal ordinances, and all conditions, regulations and requirements of site plan approval, variances and other permits granted with respect to said property, shall be complied with. All zoning permits will be granted or denied within ten (10) business days from the date of complete application.

Signature of Applicant _____

_____ Date

PRINT Applicant's name _____

X Thomas V Lyons Jr
Signature of Owner _____

X 6-17-25
Date

X THOMAS V LYONS JR
Print Owner's Name _____

OFFICE USE ONLY

Fee rec'd _____ Amount: _____ Check# _____ Cash: _____

Received by: _____

Approved: _____ Denied: _____

Zoning Officer: _____ Date: _____

Code Official: _____ Date: _____

Construction Official: _____
Date: _____

All sign applications must complete addendum. You must submit a rendering of the sign along with dimensions

Block _____ Lot _____

Applicant's Name: _____

Address: _____

Phone: _____ Email: _____

Owner's Name: _____

Address: _____

Phone: _____ Email: _____

What is the total number of existing signs? _____

How many of these are free standing signs? _____

Are there existing signs to be removed? _____

How many businesses are at this location? _____

What is the total area of all attached signs (existing and proposed)? _____

What is the dimension of the proposed sign? _____

What is the area of the store front or building front? _____

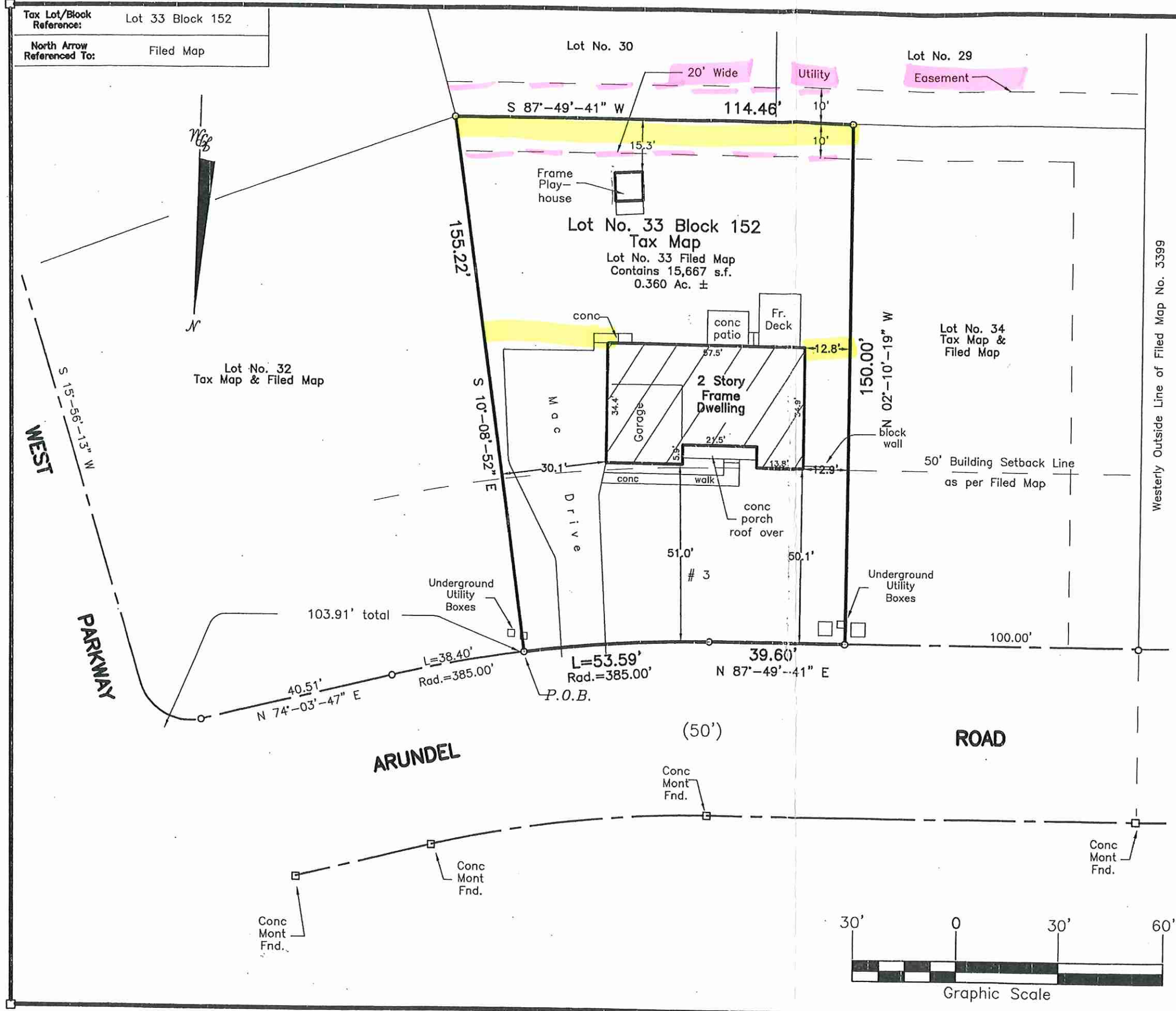
What is the sum of: existing signs that will remain, proposed signs and signs that may be required for a future tenant that will occupy currently vacant spaces? _____

Signature of Applicant _____

_____ Date

Signature of Owner _____

_____ Date



REFERENCE:

Filed Map		Sunset Village	
Lot No. 33	Block	Filed: 3/31/75	Map No.: 3399
Deed Reference:		Deed Bk.:	Page:

CERTIFICATION:

To the best of my knowledge and belief, this map is a result of a field survey made by me or under my direct supervision in accordance with NJAC 13:40-5.1 Land Surveyor, preparation of Land Surveys.

The information shown hereon represents the conditions found at as of the date shown below.

Certifications shown are given solely to the parties listed below and are not transferable to subsequent parties.

This survey is subject to all municipal restrictions, easements of record and any other facts a certified title search may disclose.

Offsets shown are for survey purposes only and are not to be used for construction purposes.

Underground utility lines on or crossing the property shown, not clearly evident at the time this survey was performed are not delineated.

Property corner waiver (NJAC 13:40-5.1(d)) has been submitted to the ultimate user for signature prior to completion of this survey.

Certified To:
Thomas L. Lyons and Denise M. Lyons
America's Wholesale Lender, its successors
and/or assigns as their interests may appear
United General Title Insurance Company
Thomas De Vita, Esq.

Survey Prepared For

Lot No. 33 Block 152

Township of Pequannock, Morris County, N.J.

Prepared By:

J.P. Miceli
Land Surveying
Phone (973) 831-8464 -- Fax (973) 831-8478



John P. Miceli, Land Surveyor N.J. Lic. No. 35861

Date: 6/1/05 Revised:

Scale 1"=30' Project No.: 05-7045

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council awarding the contract for the Sunset Road – South Sunset Lane to West Parkway Reconstruction Project to Cifelli & Son General Contracting, Inc.

Resolution No. R2025-155

WHEREAS, the Township of Pequannock published bid specifications and sought bids for the Sunset Road - South Sunset Lane to West Parkway Reconstruction; and

WHEREAS, four bids were received on July 2, 2025; and

WHEREAS, the apparent low bid submitted by D.L.S. Contracting, Inc. included the subcontractor certification (a mandatory item under the Local Public Contracts Law) which included the names of the contractors and nature of the work but failed to include the estimated contract price. The form included in the bid had a specific column for “contract price” and the language included on the form very specifically provided that the failure to include the expected anticipated contract price “shall deem this proposal unresponsive and incomplete and rejected by the Township”. The Township, by the use of this language in the specifications, made this item “mandatory”; and

WHEREAS, the Township has determined that this flaw in the bid submission necessitates a rejection of the bid; and

WHEREAS, the second bid received from Cifelli & Son General Contracting, Inc. in the amount of Two Hundred Forty Thousand One Hundred Seventy Three (\$240,173.00) Dollars has been reviewed by the Township Manager, Township Engineer, and Township Attorney and been determined to be in substantial compliance with the bid specifications and the lowest responsible and responsive bid pursuant to the Notice to Bidders for the above-referenced project; and

WHEREAS, the Township Manager and Township Engineer have recommended that the contract be awarded to Cifelli & Son General Contracting, Inc.; and

WHEREAS, the Chief Financial Officer has certified that 02-213-50-815-4604 (NJ DOT-South Sunset Phase I) has funds available in the amount of \$240,173 for the Sunset Road – South Sunset Lane to West Parkway Reconstruction Project.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, in the County of Morris and State of New Jersey, that the contract for the Sunset Road - South Sunset Lane to West Parkway Reconstruction be awarded to Cifelli & Son General Contracting, Inc. in the amount of Two Hundred Forty Thousand One Hundred Seventy Three (\$240,173.00) Dollars and;

BE IT FURTHER RESOLVED that The Mayor and Township Clerk are hereby authorized and directed to execute a contract with Cifelli & Son General Contracting, Inc. in accordance with its bid proposal dated July 1, 2025.

Adopted: July 8, 2025

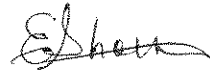
Carol J Marsh, Township Clerk

John Driesse, Mayor

Certification of Available Funds

Number: Resolution No. 2025-155

I, Erica Strother, Acting Chief Financial Officer, certify that: 02-213-50-815-4604 (NJ DOT-South Sunset Phase I) has funds available in the amount of \$240,173 for the Sunset Road – South Sunset Lane to West Parkway Reconstruction Project.



Erica Strother
Acting Chief Financial Officer

7/2/2025

Date

Bid Tabulation Sunset Road Phase 1 - South Sunset to West Parkway Township of Pequannock, Morris County Wednesday July 2, 2025, 10:00 AM				DLS Contracting Inc. 36 Montesano Road Fairfield, NJ 07004 973-661-4188		Cifelli & Son General Contr, Inc. 381 Franklin Avenue Nutley, NJ 07110 973-235-1122		AJM Contractors, Inc. 300 Kuller Road Clifton, NJ 07011 973-772-9292		4 Clean-Up, Inc. P.O. Box 5098 North Bergen, NJ 07047 201-271-0042	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM TOTAL	UNIT COST	ITEM TOTAL	UNIT COST	ITEM TOTAL	UNIT COST	ITEM TOTAL
1	CLEARING OF SITE	L.S.	1	\$ 14,420.00	\$ 14,420.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 19,000.00	\$ 19,000.00
2	MAINTENANCE & PROTECTION OF TRAFFIC	L.S.	1	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00
3	INLET SEDIMENT TRAPS	EACH	12	\$ 1.00	\$ 12.00	\$ 10.00	\$ 120.00	\$ 25.00	\$ 300.00	\$ 1.00	\$ 12.00
4	MILLING, VARIABLE DEPTH	S.Y.	3850	\$ 4.70	\$ 18,095.00	\$ 6.50	\$ 25,025.00	\$ 5.00	\$ 19,250.00	\$ 8.00	\$ 30,800.00
5	HMA SURFACE COURSE, 9.5M64, 2"-3" THICK	TON	555	\$ 95.00	\$ 52,725.00	\$ 110.00	\$ 61,050.00	\$ 100.00	\$ 55,500.00	\$ 93.00	\$ 51,615.00
6	HMA PAVEMENT REPAIR	S.Y.	350	\$ 40.00	\$ 14,000.00	\$ 1.00	\$ 350.00	\$ 25.00	\$ 8,750.00	\$ 15.00	\$ 5,250.00
7	HMA DRIVEWAY RESTORATION, 3.5" THICK	S.Y.	50	\$ 25.00	\$ 1,250.00	\$ 30.00	\$ 1,500.00	\$ 35.00	\$ 1,750.00	\$ 15.00	\$ 750.00
8	CRACK SEALING	L.F.	1500	\$ 1.00	\$ 1,500.00	\$ 2.00	\$ 3,000.00	\$ 1.50	\$ 2,250.00	\$ 3.00	\$ 4,500.00
9	CONCRETE SIDEWALK, 4" THICK	S.Y.	470	\$ 90.00	\$ 42,300.00	\$ 100.00	\$ 47,000.00	\$ 94.00	\$ 44,180.00	\$ 106.00	\$ 49,820.00
10	REINFORCED CONCRETE APRON, 6" THICK	S.Y.	55	\$ 92.00	\$ 5,060.00	\$ 110.00	\$ 6,050.00	\$ 100.00	\$ 5,500.00	\$ 111.00	\$ 6,105.00
11	CURBING, CONCRETE, AS DIRECTED	L.F.	1000	\$ 40.00	\$ 40,000.00	\$ 38.00	\$ 38,000.00	\$ 45.00	\$ 45,000.00	\$ 38.00	\$ 38,000.00
12	ADA DETECTABLE WARNING, EMBEDDED	S.Y.	4.7	\$ 250.00	\$ 1,175.00	\$ 400.00	\$ 1,880.00	\$ 275.00	\$ 1,292.50	\$ 475.00	\$ 2,232.50
13	CONVERT 'E' INLET TO MODIFIED 'B' INLET	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 6,000.00	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,800.00	\$ 4,800.00
14	CONVERT 'B' INLET TO MODIFIED 'B' INLET	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 6,000.00	\$ 6,000.00	\$ 1,700.00	\$ 1,700.00	\$ 4,800.00	\$ 4,800.00
15	CONSTRUCT SUMPED INLET, TYPE 'B'	EACH	3	\$ 4,000.00	\$ 12,000.00	\$ 5,500.00	\$ 16,500.00	\$ 5,000.00	\$ 15,000.00	\$ 6,000.00	\$ 18,000.00
16	CONSTRUCT SUMPED INLET, TYPE 'D'	EACH	1	\$ 4,000.00	\$ 4,000.00	\$ 4,800.00	\$ 4,800.00	\$ 4,900.00	\$ 4,900.00	\$ 6,000.00	\$ 6,000.00
17	RESET INLET, TYPE 'B' WITH NEW CASTING	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00	\$ 1,600.00	\$ 1,600.00
18	12" DIP, STORM	L.F.	30	\$ 250.00	\$ 7,500.00	\$ 100.00	\$ 3,000.00	\$ 180.00	\$ 5,400.00	\$ 215.00	\$ 6,450.00
19	TRAFFIC STRIPES, 12" STOP BARS	L.F.	52	\$ 5.00	\$ 260.00	\$ 9.00	\$ 468.00	\$ 6.00	\$ 312.00	\$ 4.50	\$ 234.00
20	TRAFFIC STRIPES, CROSSWALK, 6' WIDE	C.L.L.F.	120	\$ 7.00	\$ 840.00	\$ 6.50	\$ 780.00	\$ 7.00	\$ 840.00	\$ 6.00	\$ 720.00
21	TRAFFIC STRIPES, 4" WIDE DOUBLE YELLOW	C.L.L.F.	600	\$ 3.50	\$ 2,100.00	\$ 2.25	\$ 1,350.00	\$ 3.50	\$ 2,100.00	\$ 3.00	\$ 1,800.00
22	LANDSCAPE RESTORATION	S.F.	1500	\$ 7.00	\$ 10,500.00	\$ 3.00	\$ 4,500.00	\$ 8.00	\$ 12,000.00	\$ 5.00	\$ 7,500.00
23	ASPHALT PRICE ADJUSTMENT (ALLOWANCE)	L.S.	1		\$ 200.00		\$ 200.00		\$ 200.00		\$ 200.00
24	FUEL PRICE ADJUSTMENT (ALLOWANCE)	L.S.	1		\$ 100.00		\$ 100.00		\$ 100.00		\$ 100.00
Bid Total					\$ 236,037.00		\$ 240,173.00		\$ 242,624.50		\$ 265,288.50

Frank Russo, III, PE, PP
NJPE Lic #24GE0438700

TOWNSHIP OF PEQUANNOCK

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

Resolution No. R2025-156

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

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

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

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

Amount	Block	Lot	Name	Year	Reason
\$10,314.27 \$ 3,300.00	801	13	FIG 20, LLC FBO SEC PTY	2022	Lien Redemption Return of Premium

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

Adopted: July 8, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council authorizing release of deposits for construction in a Township Right of Way.

Resolution No. R2025-157

WHEREAS, the property owner(s)/developer(s) designated below were previously granted a permit for construction in a Township Right of Way; and

WHEREAS, a deposit was required to ensure satisfactory completion of required improvements; and

WHEREAS, the improvements have been completed, and the Township Engineer has completed the appropriate inspections and recommends the release of the deposit;

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 CFO is authorized and directed to return deposits as follows:

Account Number	Address	Applicant Name	Refund
15-295-20-076-128	22 Winfield Ave	22 Winfield Ave Co	\$500.00

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

Adopted: July 8, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

TOWNSHIP OF PEQUANNOCK

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

Resolution No. R2025-158

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

Fund 01	Current Fund	3,817,320.23
Fund 02	Grant	16,297.84
Fund 04	General Capital Fund	250,392.33
Fund 05	Water Operating Fund	95,124.87
Fund 06	Water Capital Fund	2,271.47
Fund 07	Sewer Operating Fund	555,987.48
Fund 08	Sewer Capital Fund	0.00
Fund 13	Animal Control Fund	868.90
Fund 14	Builders Escrow Fund	0.00
Fund 15	Cash Trust Fund	4,733.34
Fund 20	Open Space Trust Fund	9,550.80
Fund 21	COAH Account	0.00
Fund 22	Fire Safety Fund	0.00
Fund 26	Solid Waste Utility Fund	71,664.13
Fund 30	Public Health Utility	0.00
Fund 32	Recreation Trust Fund	15,272.64
TOTAL		<u>\$4,839,484.03</u>

1. The claims set forth on the **July 3, 2025**, FEMA Elevation Escrow List summarized as follows are hereby approved for payment:

Fund 31	2018 FEMA Elevation Escrow	\$144,951.00
---------	----------------------------	--------------

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

Adopted: July 8, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor