

Pequannock Township
COUNCIL MEETING AGENDA

October 28
2025



Township of Pequannock

TOWNSHIP COUNCIL MEETING AGENDA

October 28, 2025 ▪ 7:00 p.m.

1. CALL TO ORDER.

2. STATEMENT OF COMPLIANCE WITH THE OPEN PUBLIC MEETINGS ACT.

3. PLEDGE OF ALLEGIANCE, PRAYER AND MOMENT OF SILENCE.

4. ROLL CALL:

Mayor: John Driesse

Deputy Mayor: Kyle Russell

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

5. PRESENTATIONS.

6. REPORTS FROM VOLUNTEERS.

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

8. MANAGER'S REPORT.

9. PUBLIC HEARINGS

- **ORDINANCE NO. 2025-14;** AN ORDINANCE AMENDING CHAPTERS 152 AND 237 OF THE CODE OF THE TOWNSHIP OF PEQUANNOCK AND ESTABLISHING MEMBERSHIP FEES AND RULES FOR PICKLEBALL AND TENNIS COURT USE
- **ORDINANCE NO. 2025-15;** AN ORDINANCE TO AMEND CHAPTER 124 ENTITLED "SOLID WASTE UTILITY" OF THE CODE OF THE TOWNSHIP OF PEQUANNOCK

10. ORDINANCES FOR INTRODUCTION

- **ORDINANCE NO. 2025-16;** AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF PEQUANNOCK AND REGULATING OUTSIDE DETAIL POLICE SERVICES

11. RESOLUTIONS FOR APPROVAL.

- **R2025-198,** extending the grace period for the fourth quarter payment of Water Utility and Sewer Utility charges
- **R2025-199,** authorizing the execution of an Agreement between Damian Ramirez and Wanda Ramirez for the removal of encroachments on municipal property
- **R2025-200,** authorizing the execution and submission of a New Jersey Department of Environmental Protection Green Acres Program Request for Green Acres Funding for Facilities on Board of Education Property form
- **R2025-201,** DETERMINING THE FORM AND OTHER DETAILS OF ONE OR MORE NOTES RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK, TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$5,250,000, PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTES TO THE NEW JERSEY INFRASTRUCTURE BANK AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTES BY THE TOWNSHIP IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING LOAN PROGRAM
- **R2025-202,** authorizing Tax Office refunds, overpayments or cancellations
- **R2025-203,** approving payment of the itemized claims as set forth on the **October 9, 2025** Bill List and FEMA Elevation Escrow list.

12. ITEMS FOR DISCUSSION.

- Bock Automotive Sewer Connection Request
- Electric bike and scooter ordinance

13. REPORTS & NOTICES.

14. COUNCIL REPORTS & ANNOUNCEMENTS.

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

16. APPROVAL OF MINUTES.

17. EXECUTIVE (CLOSED) SESSION.

- Litigation: Update - Pascack Valley Learning Center v. Township of Pequannock

18. ADJOURNMENT.

Next Meetings: Tuesday, November 10, 2025 7:00 p.m.
Monday, November 25, 2025 7:00 p.m.

Manager's Report

MANAGER'S REPORT



To: Township Council
From: Adam W. Brewer, Township Manager *AWB*
Re: Manager's Report – 10/28/2025 Council Meeting
Date: October 24, 2025

A) Third Party Company to Manage Off-Duty Police Employment Services/Off Duty Program Administration

Initially discussed at the regular meeting of the Township Council on September 9, 2025, an ordinance has now been prepared for potential introduction to fix the rates for off/outside duty to the annual resolution approved each year at the Township's reorganization meeting, to allow the use of a third-party company for administration and permit that company to charge an 8% fee to those retaining police off/outside duty services.

By way of including background, the following information was previously provided when the concept was initially discussed. A review of the Police Department off duty/outside duty operations was undertaken and a recommendation is being made to utilize a third-party company to manage off duty/outside duty jobs.

Examples of current off duty/outside duty procedures

- Staff administers billing – setting up vendors, reconciling payroll to the outside job and billing the appropriate contractor, following the work.
- To schedule work, contractors contact the police desk, Lieutenant, Captain, or Chief.
- The member of the command staff who handles the request, most often the Lieutenant but sometimes the Captain or Chief schedules officers to work, whether emergency or planned.
- The Township pays the Officer for working the outside job out of the Police Department Salaries & Wages line item.
- Township staff works to bill and collect reimbursement from contractor

Examples of off duty/outside duty procedures with a third-party company

- The third-party company administers setting up the contractors as vendors, collecting escrow or billing the contractor and transferring funds to the Township to pay the officer.
- Contractors contact the Third-party company to schedule officer for outside duty
- The third-party company pushes opportunities to officers as directed, consistent with current operations via a mobile application
- As noted above, the third-party company sends payment for the officer to municipality within the same pay period as the work is completed.
- The municipality pays officers in same pay period as outside duty work, without charging a municipal appropriation

Summary points of emphasis

- Streamlined scheduling process for both contractors, officers completing the outside duty and Police Department administrative staff
- The Township is out of the bill collecting business



- The Township no longer is involved in manual data entry, which creates errors from time to time
- The Township is protected from financial liability by payment collected by third party and paid to officer

Process moving forward

- Should the Township Council approve the use of a third-party company to manage off duty/outside duty police employment service and the off-duty program, an ordinance is required creating the ability to use a third-party company, which also imposes an 8% administrative fee. The fee is paid by the contractors using the service/scheduling the outside duty, not the Township. When the Township utilizes the third-party to schedule officers for municipal jobs, the 8% fee is waived.
- As a component of the review conducted by the Police Department included investigation into the third-party service providers. For context, should this move forward, the preferred third-party company currently provides this service to dozens of municipalities in the State of New Jersey and eight in Morris County. Following the adoption of the ordinance, a resolution naming the company would be required.

B) Solid Waste Utility Rates

The Township's solid waste, recycling and vegetative waste collection, five-year contracts conclude on October 31, 2025. In March of this year, the Township initiated the process of soliciting bids for successor agreements. On May 22, 2025, the Township received and opened bids for the three services. The vegetative waste collection contract was awarded but all bids were rejected for the contracts for the collection of solid waste and recycling collection.

Following the rejection of the bids for the collection of solid waste and recycling, bids were once again solicited with a due/opening date of September 16, 2025. On September 16, 2025, bids were received and opened.

The Township has a Solid Waste Utility, which includes the collection and disposal of solid waste, recyclables, vegetative waste, leaves and other associated operational requirements. The utility was established many years ago and is beneficial because rate payers pay for specific services rendered based upon the cost of those services. Noting the cost of the contract for the collection of vegetative waste, following receipt of the bids on September 16, 2025, the solid waste utility rate analysis was revisited to ascertain what impact the increase in costs for the options contained within the three contracts would have on utility rates in an effort to provide a clear picture for the Council to review when making a decision on which options to select.

Following discussion on September 19, 2025, the decision was made to maintain the same level of service currently provided because even if the frequency of collection of garbage was reduced to once a week and recycling to only twice a month, the cost would have gone up approximately \$50.00 per quarter. Maintaining the current level of service will result in an increase of \$70 per quarter, noting the presence of a significant increase regardless of the options selected, the value of the service was decided to be worth the additional \$20 per quarter. The corresponding resolutions awarding the contracts were approved on October 14, 2025.

Township of



Pequannock

In addition to the award of contracts, an ordinance was prepared and introduced on October 14, 2025 adjusting the quarterly fees to support the new contracts for the solid waste utility, effective January 1, 2026, as described below:

Current Quarterly Bill \$139.35 [\$557.40 annually]

Necessary New Quarterly Rate Structure (non-seniors)

- 1/1/26 \$209.65 quarterly [\$838.60 annually]
- 1/1/27 \$216.50 quarterly [\$866.00 annually]
- 1/1/28 \$223.45 quarterly [\$893.80 annually]
- 1/1/29 \$232.65 quarterly [\$930.60 annually]
- 1/1/30 \$239.50 quarterly [\$958.00 annually]

The ordinance has now been noticed, scheduled for a public hearing and potential adoption.

C) Greenview Pickleball/Tennis Courts Membership & Fees Ordinance

On September 9, 2025, the Township Council adopted Ordinance 2025-11, which established the fees for the use of the pickleball and tennis courts in Greenview Park. Those fees are enumerated below.

- Resident Annual Membership: \$20
- Nonresident Annual Membership: \$150
- Replacement for lost badge: \$20

Following the adoption of the ordinance, the Township was made aware of a concern related to the \$150 fee for non-residents when compared to \$40 for residents' annual membership. Specifically, a NJ DEP Green Acres regulation was cited (NJAC 7:36-25.9 "Fees for use of funded parkland and recreation and conservations facilities on funded parkland") that limits fees for in-state residents who reside outside of the municipality to be a maximum of twice the fee for municipal residents. Greenview Park is funded parkland, meaning the State participated in funding the acquisition. So, based upon this, with a fee for Township residents of \$20, the maximum for non-residents would be \$40.

On October 14, 2025 an ordinance was introduced establishing the annual fee for residents to be \$20 and the non-resident fee to be \$40. Otherwise, no other changes were made. That ordinance has been noticed, and scheduled for public hearing and potential adoption.

D) Request for Green Acres Funding for Facilities on Board of Education Property – North Boulevard Accessible Playground

During the 2025 budget process, a request was made by the Board of Education for financial support of an accessible playground at North Boulevard Elementary School. Some support for the request included the location of programs for students who would benefit from the playground at North Boulevard Elementary School and the absence of such a playground in the community. The request was for an appropriation that could serve as a portion of the cash match needed to support grant requests. Following discussion and the approval of the Township Council, included in the 2025 capital budget is an appropriation of \$30,000 toward the project.

Included on your agenda is a resolution authorizing the execution of a NJ DEP Green Acres Funding for Facilities on Board of Education Property form. The Board of Education and those involved with the project intend wish to have an application for funding support to Green Acres for playground submitted. However, the Board is ineligible to receive funding and the Township must be the applicant.



The execution and submission of the form is a first step demonstrating the Township's support for the project to Green Acres. To receive funding, additional actions are required. Among other requirements listed, a lease agreement is required between the Board and Township and ultimately, the Township would have to be the entity to submit the grant application. Based upon prior discussion and the direction given for the appropriation in the capital budget, the resolution has been scheduled for the Council's consideration. Should there be questions or concerns, the Council is free to hold any action on the resolution pending research and answers to those questions or concerns.

E) Bock Automotive Inc. Request to Connect to Sewer Main

A letter, dated October 15, 2025 from Mr. Bill Bock was electronically submitted to the Township regarding a request for permission to connect to existing sanitary sewer infrastructure and a waiver from Township Code. Additionally submitted, was a boundary and topographical survey illustrating a proposed 50-foot sewer lateral, a copy of the applicable excerpt of Township Code and two construction estimates. The letter and its enclosures are included in the Township Council's packet for discussion.

In summary, Mr. Bock is seeking to connect his business, Bock Automotive Inc., located at 1 Irving Street, Pequannock, NJ to the Township's sanitary sewer system. The reason for the request to the Township Council is that the intended means of connection are not permitted by Township Code. Current code requires tapping the sewer directly in front of a property and that every lateral be connected into a sewer pipe and not a manhole. Mr. Bock's request is for relief from these requirements.

In considering Mr. Bock's request, please be aware of the following information:

- The Township Council has the sole and independent authority to grant or deny a request like this, as the requirement is established by an ordinance adopted by the Council.
- The request was previously submitted to staff and denied because of the foregoing.
- The codified requirement exists to prevent long sewer laterals, colloquially referred to as "spaghetti lines," which create challenges moving forward related to maintenance and location of the lines.
- Submitted in support of the request for relief are estimates for the extension of the main to the end of the street and the spaghetti line. An option for consideration could be to extend the sanitary sewer main to the front of the subject property, presenting a savings when compared to the cost of extending the main to the end of the street.
- Should the Council consider granting the requested relief, in part or full, as in past examples, an agreement for the installation of a sanitary sewer extension is recommended to mitigate challenges in the future.

F) Ordinance to Regulate Certain Electric Bicycles and Scooters

As reported at the last meeting of the Township Council, there have been a spate of serious accidents involving electric bicycles and scooters. Staff from the Police Department, the Township Attorney and I crafted a draft ordinance attempting to address e-bike (specifically class 1 and 2) and scooter safety. The draft ordinance is scheduled for discussion. Any input is welcome and once direction is provided the ordinance can be prepared for introduction.

* * *

Public Hearings Ordinances for Adoption

PUBLIC HEARINGS / ORDINANCES FOR ADOPTION

TOWNSHIP OF PEQUANNOCK

PLEASE TAKE NOTICE the following ordinance was introduced and passed on first reading at the **October 14, 2025** meeting of the Township Council and will be considered for second reading and final passage during the meeting scheduled to begin at **7:00** p.m. on **October 28, 2025** in the Municipal Building, located at 530 Newark Pompton Turnpike, Pompton Plains, at which time and place any person desiring to comment on this ordinance will be given the opportunity to be heard.

Carol J. Marsh, Township Clerk

ORDINANCE NO. 2025-14

AN ORDINANCE AMENDING CHAPTERS 152 AND 237 OF THE CODE OF THE TOWNSHIP OF PEQUANNOCK AND ESTABLISHING MEMBERSHIP FEES AND RULES FOR PICKLEBALL AND TENNIS COURT USE

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

Section 1. Chapter 152, "Fees", Section 152-32, "Chapter 237, Parks and Recreation", of the Revised General Ordinances of the Township of Pequannock, Subsection C shall be retitled "Greenview Park Tennis and Pickleball Courts" and shall read, in its entirety, as follows:

C. Greenview Park Tennis and Pickleball courts.

- (1) Resident annual membership: \$20.00
- (2) Nonresident annual membership: \$40.00
- (3) Replacement for lost badge: \$20.00

Section 2. Chapter 237, "Parks and Recreation" of the Revised General Ordinances of the Township of Pequannock, Article III, shall be retitled "Greenview Park Tennis and Pickleball Courts" and amended to read, in its entirety, as follows:

Article III

Greenview Park Tennis and Pickleball Courts

§ 237-17 Applicability.

The area commonly known as "Greenview Park" in the Township of Pequannock, Morris County, New Jersey, has heretofore been dedicated and used for recreational and park purposes under the general supervision of the Director of Parks and Recreation. Tennis and pickleball courts have been constructed thereon and dedicated for use by those obtaining annual memberships.

§ 237-18 Fees and admission charges.

Annual membership fees are established for the use of said tennis and pickleball courts as provided in Chapter 152, Fees. Use of the tennis and /or pickleball courts without obtaining an annual membership shall be a violation of this Chapter

§ 237-21 Guests.

Any annual membership holder shall be permitted to bring one guest per day to use the courts. Abuse of guest privileges may result in the revocation of membership, at the sole discretion of the Director of Parks and Recreation.

§ 237-20 Identification badges.

Annual membership holders will be issued identification badges which must be worn. Lost badges may be replaced at the cost as provided in Chapter 152, Fees. Badges are not transferable.

§ 237-21 Rules and Regulations.

A. The Director of Parks and Recreation is hereby authorized to promulgate reasonable rules and regulations for the use of the tennis and pickleball courts. Said rules as promulgated shall be posted by the Director in an appropriate location on the tennis and pickleball premises

B. The Director of Parks and Recreation is hereby authorized to revoke membership and playing privileges of any person violating said rules as promulgated.

Section 3. If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

Section 4. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 5. This Ordinance shall take effect immediately after final passage and publication in the manner provided by law

TOWNSHIP OF PEQUANNOCK

PLEASE TAKE NOTICE the following ordinance was introduced and passed on first reading at the **October 14, 2025** meeting of the Township Council and will be considered for second reading and final passage during the meeting scheduled to begin at **7:00** p.m. on **October 28, 2025** in the Municipal Building, located at 530 Newark Pompton Turnpike, Pompton Plains, at which time and place any person desiring to comment on this ordinance will be given the opportunity to be heard.

Carol J. Marsh, Township Clerk

ORDINANCE NO. 2025-15

AN ORDINANCE TO AMEND CHAPTER 124 ENTITLED "SOLID WASTE UTILITY" OF THE CODE OF THE TOWNSHIP OF PEQUANNOCK

BE IT ORDAINED by the Township Council of the Township of Pequannock, County of Morris and State of New Jersey that Chapter 124 entitled "Solid Waste Utility" of the Township Code is hereby amended as follows:

Section 1. Section 124.06 is hereby amended to read as follows

124.06 Fee for refuse and recycled material collection and disposal.

A. Fee. The fee for residential refuse and recycled material collection and disposal per unit shall be as follows:

1. For each single family dwelling the rate shall be set according to the following schedule:

2026.....	\$ 838.60
2027.....	\$ 866.00
2028.....	\$ 893.80
2029.....	\$ 930.60
2030.....	\$ 958.00

2. Non-Residential properties approved for service shall pay a fee equal to the basic residential fee for equal service or on a Cubic Foot basis, based upon the service required and the size of the container utilized.

B. Senior Citizens. Senior Citizens who are subject to the fees set forth in this chapter and who qualify for and receive property tax deductions under N.J.S.A. 54:4-8-40 et seq shall be eligible for a reduced fee for refuse collection. A qualifying Senior Citizen shall file a request with the Utility Collector for the reduced fee. The Tax Collector shall certify that the applicant does qualify for and receive the property tax deduction as permitted by statute. The sum deducted pursuant to this section is set at forty dollars (\$40.00) per annum.

C. Bills to be rendered quarterly. Bills for refuse collection shall be rendered quarterly, except for the initial billing period which shall be prorated. For the purpose of billing, the calendar year shall be subdivided and designated as follows: the year period shall begin on January 1 and end on December 31; the quarterly periods shall begin on the first day of January, April, July and October, respectively, and shall extend to the beginning of the succeeding quarterly period.

D. Responsibility for payment. Unpaid balances are liens against property. The owner of each property provided refuse collection and disposal shall be entirely responsible for payment of bills of said refuse collection and disposal as rendered by the Township of Pequannock. All refuse collection and disposal charges shall be a lien against the property until paid; said liens shall be subject to sale by the Township in the manner prescribed by law, on or after July 1 of the year following rendering of the delinquent bill.

E. Bills due upon rendering; interest; collection. The amount charged for refuse collection and disposal shall be due on the date of rendering of the bill. If bills are not paid within thirty (30) days from date of rendering, interest will accrue at the rate of eight percent (8%) per annum. Liens originating from non-payment of refuse removal and disposal charges shall be processed for collection in the manner so provided by law, including sale of the lien.

F. Discontinuance of service for properties other than residential. In additions to the provisions for collection of unpaid balances outlined in the preceding sections of this chapter, discontinuance of services for properties other than residential as defined in this chapter shall be initiated in the following manner. If bills are not paid within thirty (30) days from date of rendering, the Township, in addition to the provisions of section D. above, shall terminate said refuse collection and disposal service by sending written notice upon the property owner that unless that outstanding bill and interest is paid within fifteen (15) days from the date of the mailing of the notice, the service will be discontinued. Discontinuance of service does not relieve the owner of the property from complying with the provisions of section 124-3.B. of this chapter.

Section 2: If any section, paragraph, sentence, (or part thereof) shall be declared invalid or unconstitutional by a court of competent jurisdiction, the same shall not affect the remaining sections, paragraphs or sentences (or parts thereof) of the Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

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

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

Ordinances for Introduction

ORDINANCES FOR INTRODUCTION

TOWNSHIP OF PEQUANNOCK

ORDINANCE NO. 2025-16

For Introduction October 28, 2025

**AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF PEQUANNOCK
AND REGULATING OUTSIDE DETAIL POLICE SERVICES**

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

Section 1. The Revised General Ordinances of the Township of Pequannock shall be amended by the inclusion of new Chapter 235, entitled “Outside Detail Police Services”, which shall read, in its entirety, as follows:

Chapter 235

Outside Detail Police Services

§ 235-1 Authority to Provide for Outside Detail Police Services

The Chief of Police or his/her designee may approve the engagement of officers by private entities or individuals to perform duties while off duty provided there are sufficient police personnel available for such work. They shall be responsible for the assignment of all outside detail police related activities.

§ 235-2 Use of Outside Detail Police Services

A. Any and all work being performed by an entity or individual that interferes or intrudes onto any state, county or local roadway within the Township may, in the discretion of the Chief of Police or designee, require an officer to be present to ensure the safety of citizens traveling within the work area.

B. Entities or individuals may seek officers for off duty employment for security purposes. Requests for such services will be reviewed by the Chief of Police or designee and approved at the discretion and approval of the Chief of Police or designee.

§ 235-3 Insurance Requirement

Each individual or entity that shall use outside detail police officers pursuant to this Chapter shall be responsible for maintaining his/her or its own insurance coverage. Said insurance coverage shall include but not be limited to general liability and automobile liability and shall name the Township of Pequannock as an additional insured. In addition, such policy shall provide for a minimum coverage of \$1,000,000 for any one claim or \$2,000,000 for any aggregate claims. Proof of said insurance coverage shall be provided to the Chief of Police prior to the assignment of any outside detail police officers to said contractor.

§ 235-4 Fees for Outside Detail Police Services

Officers engaged in outside detail police services will be paid directly by the Township at their designated rate of pay. Fees for the costs incurred in providing outside detail police services shall be paid to the Township of Pequannock by any

party requesting services at rates established by annual resolution by the covering body covering the following components:

- A. Officer – Officers overtime rate for all extra duty employment
- B. Police Vehicles – The rate for use of police vehicles
- C. Administration Fee – The administration fee for Township supervisory and management services.

§ 235-5 Use of a Third Party Program Administrator

The Township may seek a third-party company for the Police Department's outside detail services for program administration. The chosen service provider may charge an additional fee other than the officer, administration or any other fees set forth by the Township. This service may handle scheduling, billing, collections, pay or any other services previously performed by the Township and shall be set by annual resolution as a percentage of the total hourly rate charged by the Township of Pequannock.

Section 2. If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

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

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

Resolutions

RESOLUTIONS

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council extending the grace period for the fourth quarter payment of Water Utility and Sewer Utility charges.

Resolution No. R2025-198

WHEREAS, the third quarter payments for water utility and sewer utility charges are due on October 20, 2025; and

WHEREAS, the third quarter bills were delivered to the United States Post Office to be mailed out on September 23, 2025; and

WHEREAS, the bills were not delivered to Township Residents as of October 15, 2025; and

WHEREAS, the Township Manager and Tax Collector recommended that the Council extend the grace period for payment of the third quarter water utility and sewer utility bills until November 15, 2025m as a result of the delivery failure; and

WHEREAS, at the regular meeting of the Township Council on October 14, 2025 a motion was made by Councilman David Kohle and seconded by Councilwoman Melissa Florance-Lynch to extend the grace period for the payment of water utility and sewer utility bills from October 20, 2025 to November 15, 2025; and

WHEREAS, a unanimous vote of the Township Council, confirmed via roll call, approved the motion to extend the grace period for the payment of water utility and sewer utility bills from October 20, 2025 to November 15, 2025

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 grace period for payment of the third quarter water utility and sewer utility bills was extended to November 15, 2025 on October 14, 2025, an action which is hereby memorialized.

Adopted: October 28, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council authorizing the execution of an Agreement between Damian Ramirez and Wanda Ramirez for the removal of encroachments on municipal property.

Resolution No. R2025-199

WHEREAS, the Township became aware of the presence of encroachments on public property (Block 4111, Lot 8); and

WHEREAS, the encroachments, which include a shed, above-ground pool, pool deck and fencing, are owned by the adjacent property owners Damian Ramirez and Wanda Ramirez, who reside at 38 Hampton Avenue, Pequannock, NJ 07440 (Block 411, Lot 1); and

WHEREAS, Damian Ramirez and Wanda Ramirez acknowledge the presence of the encroachments and agree to remove them in a manner fully described in the attached agreement no later than June 30, 2026,

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

- 1) The recitals above and attached agreement are herein incorporated into this resolution.
- 2) The Mayor is hereby authorized to execute the agreement between the Damian Ramirez and Wanda Ramirez and the Township of Pequannock for the removal of encroachments on municipal property.

Adopted: October 28, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

AGREEMENT FOR REMOVAL OF ENCROACHMENTS

This Agreement is made this ____ day of _____, 2025, by and between:

Pequannock Township,

a municipal corporation of the State of New Jersey, having its municipal offices located at **530 Newark-Pompton Turnpike, Pompton Plains, New Jersey 07444** (the "Township"),

AND

Damian Ramirez and Wanda Ramirez,

individuals residing at **38 Hampton Avenue, Pequannock, New Jersey 07440** (the "Property Owners").

RECITALS

WHEREAS, the Property Owners are the owners of certain real property located at **38 Hampton Avenue**, designated as **Block 4111, Lot 1** on the official tax map of the Township of Pequannock (the "Ramirez Property"); and

WHEREAS, a shed, above-ground pool, pool deck, and a portion of a fence located on the Ramirez Property encroach onto adjacent municipally owned land designated as **Block 4111, Lot 8** on the Township tax map (the "Municipal Property"); and

WHEREAS, the Township has requested that the encroachments be removed, and the Property Owners have expressed a willingness to remove the improvements within a reasonable time frame.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the parties agree as follows:

1. Removal of Encroachments

The Property Owners shall, at their sole cost and expense, remove the following encroachments located on the Municipal Property:

- The shed,
- The above-ground pool,
- The pool deck, and
- The encroaching portion of fencing.

2. Deadline for Removal

The Property Owners shall complete the removal of all identified encroachments and restore the Municipal Property to a clean and stable condition no later than **June 30, 2026**.

3. No Transfer of Rights or Interest

Nothing in this Agreement shall be construed as:

- A grant of any interest in or license to use the Municipal Property,
- A waiver of any rights of the Township to enforce its property rights, or
- A precedent for permitting or legalizing any future encroachments.

4. Access for Removal

The Township agrees to permit reasonable access to the Municipal Property for the sole purpose of removing the Improvements described above. Such access shall be coordinated in advance with the Township's designated representative.

5. No Liability

The Township assumes no liability for damage to the Property Owners' improvements or property during the removal process. The Property Owners agree to indemnify and hold the Township harmless from any claims arising from their activities in connection with the removal work.

6. Entire Agreement

This Agreement represents the entire understanding of the parties regarding the subject matter herein and may not be amended except in a writing signed by both parties.

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

PEQUANNOCK TOWNSHIP

By: _____

Name:

Title:

Date: _____

DAMIAN RAMIREZ

Signature: _____

Date: _____

WANDA RAMIREZ

Signature: _____

Date: _____

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council authorizing the execution and submission of a New Jersey Department of Environmental Protection Green Acres Program Request for Green Acres Funding for Facilities on Board of Education Property form.

Resolution No. R2025-200

WHEREAS, the NJ DEP Green Acres Program provides funding to develop or rehabilitate recreational facilities; and

WHEREAS, facilities located on board of education property may be eligible for funding under certain conditions and circumstances; and

WHEREAS, a key requirement for funding is that the municipality in which the board of education execute and submit the Green Acres Program Request for Green Acres Funding for Facilities on Board of Education Property form documenting an understanding of the program requirements.

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

- 1) The Township Manager is hereby authorized and directed to execute and submit the Green Acres Program Request for Green Acres Funding for Facilities on Board of Education Property form.

Adopted: October 28, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

New Jersey Department of Environmental Protection
Green Acres Program

**REQUEST FOR GREEN ACRES FUNDING
FOR FACILITIES ON BOARD OF EDUCATION PROPERTY**

Green Acres occasionally provides funding to develop or rehabilitate recreational facilities located on school property to accommodate communities that have limited parkland and must meet the recreation needs of significant populations. If this situation applies to your community and you would like to request Green Acres funding for such a facility, please review the information provided below, answer the questions that follow, and sign the acknowledgement at the bottom of the form. Please reach out to your Green Acres contact with any questions.

Information About Green Acres Funding

1. Public Access – Green Acres regulations require that all funded properties are open to the general public to the fullest extent possible. Green Acres recognizes, however, that public access to facilities on school property during school hours is not appropriate. Green Acres will fund facilities on school property only when there is the clear understanding and agreement among all parties that the funded project will serve as a public park facility that is open to the general public outside of school hours.
2. Sports Facilities – Team sports facilities on school property, such as a football field or tennis courts, most often are not a good fit for Green Acres funding, particularly when school teams have extensive periods of exclusive use outside of school hours – e.g., for practices and games. These situations do not allow for meaningful access by the general public, which is a central requirement of Green Acres funding.
3. Signage – Prior to Green Acres funding being released, a metal sign must be posted at the facility explicitly stating that the facility is open to the general public during the listed hours.
4. Applicant – School boards are not eligible applicants for Green Acres funding. To request funding from Green Acres, an application must be submitted by a county or local government or, under certain circumstances, by a qualifying nonprofit organization (more information is available in our application package). Please note that, beyond satisfying the requirements to receive Green Acres funding, the local government or nonprofit applicant is responsible for compliance with Green Acres post funding rules (N.J.A.C. 7:26-25) for the life of the lease (see #5 below).
5. Lease – A qualifying applicant must own the land to be developed or hold a long-term irrevocable lease (pre-approved by Green Acres) for a term of at least 25 years starting from the beginning of the project. If no such lease exists, the signature of the Superintendent of Schools at the end of this document indicates that the Board of Education is willing to enter into such an agreement if the project is approved.

6. Parkland Maintenance and Operation – Green Acres rules (N.J.A.C. 7:36-25) set out specific requirements regarding maintenance and operation of funded parkland. The requirements related to maintenance and operation of Green Acres encumbered parkland are administered and enforced by the Department’s [Office of Transactions and Public Land Administration, Public Land Compliance Section](#) (“OTPLA”). These requirements include, but are not limited to:
- a. Upon completion, Green Acres funded parkland must be open to the public without discrimination or exclusion based on residency.
 - b. Scheduling the use of facilities funded by Green Acres is allowable, provided that adequate time is allotted for use by the general public and programmed uses are not exclusive or discriminatory. Scheduling the facilities will be addressed in the lease between the applicant and the Board of Education, as reviewed and approved by Green Acres.
 - c. Fees for use of funded sites are allowable. Differential fees for use by non-residents or different categories of users may also be charged but must be discussed with OTPLA to ensure they are equitable. All revenues derived from use or operation of a funded site must be used by the local government for the operation, maintenance, or capital expenses of either that park facility or their funded parkland or recreation system as a whole. A nonprofit must use any revenues derived from the use or operation of a funded site for either that park facility or other permanently preserved recreation and conservation land owned by the nonprofit.
 - d. Compliance inspections of funded parkland are conducted by OTPLA every three years. If noncompliance is identified and not corrected in a timely fashion, Green Acres, in consultation with OTPLA, may suspend payments on active projects and the local government or nonprofit will not be eligible for future Green Acres funding. Additional information about post-funding responsibilities can be found at [what-to-expect-when-we-re-inspecting-otpla.pdf \(nj.gov\)](#).
 - e. During the term of the lease, parkland must not be sold, leased, exchanged, or donated except to the State, or local government unit, a qualifying tax-exempt nonprofit organization, or the Federal government for recreation and conservation purposes, and only then with DEP approval.

Questions About Proposed Project

1. Applicant: _____
2. Proposed Park Information:
Site Name: _____
Block(s) and Lot(s): _____
Address: _____
School District: _____

3. Description of Proposed Facility(ies): _____

4. Community Information:
Municipality: _____
Total Population (2020 Census figure): _____
Population Density (2020 Census figure): _____

5. Comparable Facility Information:
Name of Nearest Park: _____
Distance from Subject Property: _____
Name of Nearest Park that Contains a Comparable Facility: _____
Distance from Subject Property: _____

Acknowledgement and Certification

We have reviewed and we acknowledge the information and Green Acres requirements provided above, and we certify that the questions have been answered completely and accurately.

Applicant's Chief Executive Officer Date: _____

Superintendent of Schools Date: _____

1/12/2024

RESOLUTION OF THE TOWNSHIP OF PEQUANNOCK, IN THE COUNTY OF MORRIS, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ONE OR MORE NOTES RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK, TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$5,250,000, PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTES TO THE NEW JERSEY INFRASTRUCTURE BANK AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTES BY THE TOWNSHIP IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING LOAN PROGRAM.

WHEREAS, the Township of Pequannock, in the County of Morris, New Jersey (the "Local Unit"), has determined that there exists a need within the Local Unit for the treatment of Wells #1 and #2 and related improvements (also identified as Project #1431001-001, the "Project"), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental infrastructure financing program (the "New Jersey Water Bank") of the New Jersey Infrastructure Bank (the "I-Bank");

WHEREAS, the Local Unit has determined to temporarily finance the undertaking of the Project prior to the closing with respect to the New Jersey Water Bank, and to undertake such temporary financing with the proceeds of a short-term loan (or loans) to be made by the I-Bank (collectively the "Construction Loan") to the Local Unit, pursuant to the Construction Financing Loan Program of the I-Bank (the "Construction Financing Loan Program");

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Loan Program, it is the desire of the Local Unit to issue and sell to the I-Bank one or more of its "Note Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of up to \$5,250,000 (each, a "Note" and, collectively, the "Notes");

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note or Notes to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), and other applicable law;

WHEREAS, on July 12, 2022, the Local Unit finally adopted Bond Ordinance #2022-13, as supplemented by Bond Ordinance #2025-12 finally adopted September 9, 2025 (collectively, the "Local Unit Bond Ordinance"), pursuant to the provisions of the Local Bond Law; and

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note or Notes to the I-Bank without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note or Notes to the I-Bank without any public offering, all under the terms and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

Section 1. In accordance with the provisions of the Local Bond Law, N.J.S.A. 58:11B-9 and the Local Unit Bond Ordinance, the Local Unit hereby authorizes the issuance, sale and award of the Notes in accordance with the provisions hereof. The obligations represented by the Notes have been appropriated and authorized by the Local Unit Bond Ordinance, which was finally adopted by the Local Unit at meetings duly called and held and at which times quorums were present and acted throughout, all in accordance with the Local Bond Law and other applicable law.

Section 2. The Chief Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, pursuant to the terms and conditions hereof, (i) the final principal amount of each Note (subject to the maximum limitation set forth in Section 4(a) hereof) and (ii) the dated date of each Note.

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of each Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Local Unit hereby determines that certain terms of each Note shall be as follows:

- (a) the aggregate principal amount of all Notes to be issued shall be an amount not to exceed \$5,250,000;
- (b) the maturity of each Note shall be as determined by the I-Bank;
- (c) the interest rate of each Note shall be as determined by the I-Bank;
- (d) the purchase price for each Note shall be par;
- (e) each Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of each such Note;
- (f) each Note shall be issued in a single denomination and shall be numbered "NJWB – CFP – [YEAR-__]";
- (g) each Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America;
- (h) each Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk; and
- (i) each Note may be issued in one or more series as may be deemed necessary by the Township in consultation with the I-Bank.

Section 5. Each Note shall be substantially in the form attached hereto as Exhibit A, together with such additions, deletions and other modifications required by the I-Bank and agreed to by the Local Unit upon consultation with counsel and any advisors to the Local Unit, such determinations being conclusively evidenced by the execution of each such Note by the Authorized Officers (as defined herein).

Section 6. The law firm of McManimon, Scotland and Baumann, LLC is hereby authorized to arrange for the printing of each Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Loan Financing Program, to arrange for same.

Section 7. The Mayor, the Chief Financial Officer and the Local Unit Clerk (each an "Authorized Officer") of the Local Unit are each hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of each Note and the participation of the Local Unit in the Construction Financing Loan Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of each Note and the participation of the Local Unit in the Construction Financing Loan Program.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to McManimon, Scotland & Baumann, LLC, bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

EXHIBIT A

FORM OF NOTE

**TOWNSHIP OF PEQUANNOCK, IN THE
COUNTY OF MORRIS, NEW JERSEY**

**NOTE
RELATING TO:
THE WATER BANK CONSTRUCTION FINANCING PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK**

\$[5,250,000]

[Closing Date]

NJWB – CFP – [YEAR]-__

FOR VALUE RECEIVED, the **TOWNSHIP OF PEQUANNOCK**, in the County of Morris, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the "Borrower"), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the "I-Bank"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "Note"); provided, however, that portions of the Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

"Act" means the "New Jersey Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same has been, and in the future may from time to time be, amended and supplemented.

"Administrative Fee" means the "NJDEP Fee" as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower to the NJDEP (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

"Anticipated Financing Program" means the New Jersey Water Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

"Anticipated Long-Term Loan" means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

"Authorized Officer" means any person authorized by the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

"Code" means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

"Cost" or "Costs" means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

"Credit Policy" means the "New Jersey Infrastructure Bank Credit Policy," as adopted by the Board of Directors of the I-Bank and as further amended and supplemented from time to time.

"Environmental Infrastructure Facilities" means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

"Environmental Infrastructure System" means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

"Event of Default" means any occurrence or event specified in Section 6 hereof.

"Financial Plan" means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP, and as the same may be amended or supplemented from time to time during such State Fiscal Year, all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

"I-Bank Bonds" means the revenue bonds of the I-Bank to be issued pursuant to, and as part of, the Anticipated Financing Program.

"Interest" means the interest that shall accrue on a daily basis with respect to Principal to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

"Interest Rate" means the rate of interest as shall be established by an Authorized Officer of the I-Bank in a manner consistent with the terms and provisions of the Financial Plan for each State Fiscal Year.

"Issue Date" means the date of issuance of this Note.

"Loan" means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

"Loan Disbursement Requisition" means the requisition, (in a form to be determined by the I-Bank and the NJDEP.) that shall relate exclusively to the Project (as defined in this Section 1, hereof) and the Costs that are allocable to the Project, which form of requisition shall be executed by an Authorized Officer of the Borrower and shall be submitted, reviewed and approved as provided by the provisions of Section 4 hereof.

"Maturity Date" means the Maturity Date as determined pursuant to clause (i), (ii) or (iii) of this definition, subject to being redetermined pursuant to clause (iv) or (v) of this definition, but subject, in all events, to the rights and remedies of the I-Bank pursuant to the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants and obligations of the Borrower hereunder, including, without limitation and in particular, the covenants and obligations of the Borrower set forth in Section 3 hereof.

(i) If the construction contract relating to the Project has not been certified for funding pursuant to the Act by the date that is the second anniversary of the Issue Date, then the Maturity Date shall be the second anniversary of the Issue Date. If this clause (i) is applicable, then the Maturity Date shall be [●], 20[●], being the second anniversary of the Issue Date.

(ii) If the construction contract relating to the Project has been certified for funding pursuant to the Act prior to the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the Issue Date occurs, which is June 30, 20[●]. In the event that there is more than one construction contract relating to the Project, the determination under this clause (ii) shall be based on the first construction contract that has been certified for funding pursuant to the Act.

(iii) If the construction contract relating to the Project has been certified for funding pursuant to the Act after the Issue Date and on or before the date that is the second anniversary of the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract relating to the Project has been certified for funding pursuant to the Act. In the event that there is more than one construction contract relating to the Project, the determination under this clause (iii) shall be based on the first construction contract that has been certified for funding pursuant to the Act. Thus:

(A) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the same State Fiscal Year as the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20[●], being June 30 of the third State Fiscal Year following the State Fiscal Year during which the Issue Date occurs.

(B) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the first State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20[●], being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(C) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the second State Fiscal Year following the State Fiscal Year during which the Issue Date occurs (but on or before the second anniversary of the Issue Date), then the Maturity Date shall be June 30, 20[●], being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(iv) Notwithstanding any of the forgoing, the Maturity Date shall be such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program;

(v) Notwithstanding any of the forgoing, the Maturity Date shall be such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and agreed by an Authorized Officer of the Borrower.

"New Jersey Water Bank" means the joint initiative of the I-Bank and the NJDEP to provide low-cost financing to qualified applicants with respect to water quality projects that are identified in the Act.

"NJDEP" means the New Jersey Department of Environmental Protection.

"Payment Date" means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

"Principal" means the principal amount of the Loan, at any time being the lesser of (i) [Five Million Two Hundred Fifty Thousand Dollars (\$[5,250,000])], or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

"Project" means the Environmental Infrastructure Facilities of the Borrower which constitute a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

"Regulations" means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

"State" means the State of New Jersey.

SECTION 2. Representations of the Borrower. The Borrower hereby represents and warrants to the I-Bank, as follows:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest, issue and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder; and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered to the I-Bank by Authorized Officers of the Borrower. This Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors' rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower's ability otherwise to

observe and perform its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project.

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower as of the date hereof).

(e) I-Bank Credit Policy. The Borrower is in full compliance with the applicable requirements of the Credit Policy as in effect on the date hereof.

(f) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof), the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax-exempt bonds"). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any "private business use" within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower's Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Borrower covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Exhibits. The Borrower covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached hereto, which are made a part hereof.

(i) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank, or a designee thereof, each such disbursement and the date thereof to be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its I-Bank Bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof), payment of such Interest shall be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, or a designee thereof, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank or a designee thereof, and maintained in the records of the I-Bank with respect to the Loan; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan for the purpose of funding fifty percent (50%) of the Administrative Fee identified in Exhibit B hereto, with such disbursement (and any subsequent and supplemental disbursements made pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof) being made by the I-Bank on behalf of the Borrower directly to the NJDEP. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the Maturity Date or as otherwise established by the I-Bank pursuant to the terms of the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal

to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

(d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees, as follows: (i) the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Water Bank Construction Financing Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; and (iii) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; (iv) the occurrence of an "Event of Default" pursuant to, and as defined in, (1) a loan agreement pursuant to which a long-term loan (that remains outstanding) has been made to the Borrower by either the I-Bank or the NJDEP, or (2) a note obligation (other than this Note) pursuant to which a short-term loan (that remains outstanding) has been made to the Borrower by the I-Bank, and (v) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets

if such order remains in effect or such possession continues for more than thirty (30) days, or the Borrower shall generally fail to pay its debts as such debts become due.

SECTION 7. Remedies Upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the I-Bank's Credit Policy, during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Township of Pequannock, 530 Newark Pompton Turnpike, Pequannock, New Jersey 07444, Attention: Chief Financial Officer, and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

**TOWNSHIP OF PEQUANNOCK, IN THE
COUNTY OF MORRIS, NEW JERSEY**

[SEAL]

**By: _____
Mayor**

ATTEST:

**By: _____
Township Clerk**

**By: _____
Chief Financial Officer**

TOWNSHIP OF PEQUANNOCK

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

Resolution No. R2025-202

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
\$46,306.67 \$16,100.00	1402	5	CHRISTIANA TC/F CE1/FIRSTTRUST	2023	Lien Redemption Return of Premium
\$1,138.21 \$1,100.00	4107	12	American Tax Lien Fund LLC	2025	Lien Redemption Return of Premium
\$2,364.05 \$ 300.00	1101	9 C5121	PRO CAP 8, LLC	2024	Lien Redemption Return of Premium
\$7,652.22 \$33,900.00	4401	27	FNA DZ, LLC FBO WSFS	2025	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: October 28, 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 **October 23, 2025** Bill List and FEMA Elevation Escrow list.

Resolution No. R2025-203

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 **October 23, 2025** Bill List and summarized as follows are hereby approved for payment:

Fund 01	Current Fund	2,033,301.09
Fund 02	Grant	150,869.92
Fund 04	General Capital Fund	7,266.70
Fund 05	Water Operating Fund	19,190.17
Fund 06	Water Capital Fund	2,437.00
Fund 07	Sewer Operating Fund	270.80
Fund 08	Sewer Capital Fund	0.00
Fund 13	Animal Control Fund	274.73
Fund 14	Builders Escrow Fund	3,148.75
Fund 15	Cash Trust Fund	51,540.10
Fund 20	Open Space Trust Fund	4,524.88
Fund 21	COAH Account	0.00
Fund 22	Fire Safety Fund	0.00
Fund 26	Solid Waste Utility Fund	53,690.15
Fund 30	Public Health Utility	0.00
Fund 32	Recreation Trust Fund	2,717.68
TOTAL		<u>\$2,329,231.97</u>

1. The claims set forth on the **October 23, 2025**, FEMA Elevation Escrow List summarized as follows are hereby approved for payment:

Fund 31	2018 FEMA Elevation Escrow	\$4,200.00
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2. The Township Clerk is hereby directed to forward a certified copy of this Resolution to the Township Chief Financial Officer.

Adopted: October 28, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

Items for Discussion

ITEMS FOR DISCUSSION



Bock Automotive Inc.

1 Irving Street, Pequannock, NJ 07440
Phone: (973) 315-8920 | www.bockautomotive.com

October 15, 2025
Mayor & Town Council
Township of Pequannock
530 Newark-Pompton Turnpike
Pompton Plains, NJ 07444

**RE: Request for Permission to Connect to Existing Sewer Main
Waiver from Township Code Chapter 279-17**

Dear Mayor and Township Council,

On behalf of Bock Automotive Inc., I am writing to respectfully request permission to connect our property to the existing sanitary sewer manhole located within the Irving Street right-of-way, approximately 40 feet from our property line. Bock Automotive is a small, family-owned business, and all of our employees are proud Pequannock residents. We are committed to serving our neighbors with honesty and integrity, and we have worked hard to build a business that not only supports our families but also contributes to the community we all call home.

The Township's current requirement under Chapter 279-17 of the Township Code requires that the "...tap to the sewer shall be made directly in front of the applicant's property." This requirement would have us extend a new sanitary sewer main approximately 145-ft, the entire width of our property, and construct a new manhole, in order to make a connection. Unfortunately, the cost difference between this and the more practical connection 40-ft from our property line is extremely significant not only because of the distance, but also because of the depths of construction; 4-ft depths would be needed for a sanitary lateral with an inside drop connection to the existing manhole, whereas 8-ft depths requiring dewatering, shoring and larger equipment would be necessary to install a new sanitary sewer main. The differences in cost to conform with the Township's current code would place a considerable financial burden on our business. As a local family-run shop, this added cost is very difficult for us to absorb.

Please see the enclosed sketch showing in green the proposed lateral connection to the existing manhole within Irving Street. We have also enclosed cost estimates from local contractors showing the significant cost differences.

Allowing us to connect to the main just 40 feet away would:

- Substantially reduce the financial hardship on our business.
- Prevent unnecessary excavation and disruption to Township right-of-way.
- Enable us to move forward more quickly with a safe, code-compliant connection.
- Eliminating our septic system would provide room to construct a building addition to expand our operations which would create a higher property assessment which would be a financial benefit for the Township.
- Generate a new sewer customer for the Township with minimal impact to the Township's existing infrastructure.

We are committed to working fully within Township standards, requirements, and inspections to ensure that the connection is completed properly.

We respectfully ask the Township to waive Chapter 279-17 and to consider our request with understanding of our situation as a family-owned local employer whose success is tied directly to the community.

Thank you very much for your time and consideration. I look forward to speaking with you and the Township Council. You may contact me by telephone at (973) 534-5605 or email at bill@bockautomotive.com.

Respectfully,

Bill Bock
Owner, Bock Automotive Inc.

§ 279-17. Sewer lateral installation. [Amended 3-10-2020 by Ord. No. 2020-03]

The sewer lateral installation, including the making of the tap to the street sewer and the excavation, backfilling and resurfacing of the trench from the street to the curbline, shall be done by the applicant, at his expense, by a contractor acceptable to the Sewer Department. A street opening permit is required from the appropriate jurisdiction, Township, county, or state, for work related to a sewer connection within the right-of-way of a public street. The tap to the street sewer shall be made directly in front of the applicant's property. Every sewer lateral shall be directly connected to the street sewer pipe and not to any manhole.

1. DEED BOOK 20738 PAGE 1050 MADE ON JANUARY 24, 2007.

1. TAX MAP OF THE TOWNSHIP OF PEQUANNOCK SHEET NUMBER 44.

RD	ROOF DRAIN	EP	EDGE OF PAVEMENT
DC	DEPRESSED CURB		SIGN
BD	BASEMENT DOOR		SURVEY POINT
	UTILITY POLE		MANHOLE
	FIRE HYDRANT		INLET
	WATER VALVE		TREE
	GAS VALVE		SHRUB
	CLEAN OUT		

TO: WILLIAM C. BOCK, I CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, LICENSED TO PRACTICE IN THE STATE OF NEW JERSEY, THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS MAP OR PLAN IS A RESULT OF A FIELD SURVEY MADE ON 10-01-24 UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE RULES AND REGULATIONS PROMULGATED BY THE STATE BOARD OF ENGINEERS AND LAND SURVEYORS.

I DECLARE THAT THE INFORMATION SHOWN HEREON CORRECTLY REPRESENTS THE CONDITIONS FOUND AT, AND AS OF THE DATE OF THE FIELD SURVEY, EXCEPT SUCH IMPROVEMENTS OR EASEMENTS, IF ANY, BELOW THE SURFACE AND NOT VISIBLE. ALSO, THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH CONTRACTUAL AGREEMENT. THE PROPERTY LINES SHOWN HEREON REPRESENT, UNLESS OTHERWISE NOTED, THE LINES DESCRIBED IN THE RECORD DOCUMENTS REFERENCED HEREON.

THIS CERTIFICATION IS GIVEN SOLELY TO THE ABOVE NAMED PARTIES.

1. THIS SURVEY IS PREPARED SPECIFICALLY FOR THE INDIVIDUAL(S) IN THE TITLE AND/ OR THE CERTIFICATION. THE UNDERSIGNED WILL NOT BE RESPONSIBLE OR ASSUME ANY LIABILITY FOR THE USE OF THIS SURVEY FOR ANY OTHER PURPOSE INCLUDING, BUT NOT LIMITED TO SURVEY AFFIDAVIT, RESALE OF THE PROPERTY OR ASSIGNMENT OF THE SURVEY TO ANY PERSON NOT SO NAMED.

2. SUBJECT TO EASEMENTS AND RIGHT-OF-WAY OF RECORDS.

3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. IT IS SUBJECT TO FACTS THAT A TITLE SEARCH MAY DISCLOSE.

4. UNDERGROUND UTILITIES IF DEPICTED ARE BASED ON VISIBLE EVIDENCE. THE LACK OF UTILITY INFORMATION DOES NOT DENY THE EXISTENCE OF SAME. REFERENCE TO THE APPROPRIATE UTILITY AUTHORITY SHOULD BE MADE TO VERIFY THE PRESENCE OR ABSENCE OF UTILITIES.

5. WETLANDS ARE NOT DEPICTED. THE LACK OF WETLANDS INFORMATION DOES NOT DENY THE EXISTENCE OF SAME. SITE REVIEW AND DELINEATION BY A QUALIFIED PROFESSIONAL IN SAME CAN BE LOCATED IF REQUIRED.

6. TOXIC WASTES ARE NOT DEPICTED. THE LACK OF TOXIC WASTE INFORMATION DOES NOT DENY THE EXISTENCE OF SAME. SITE REVIEW FOR THE SAME SHOULD BE PURSUED AND APART FROM THIS SURVEY.

7. CONTAINING: 9,551 SQ. FT.; 0.22 ACRES MORE OR LESS.

8. A WRITTEN WAIVER AND DIRECTION NOT TO SET CORNER MARKERS HAS BEEN OBTAINED FROM THE ULTIMATE USER PURSUANT TO P.L. 2003, c.14 (N.J.S.A. 45:8-36.3) AND N.J.A.C. 13:40-5.1(d).

9. ELEVATIONS ARE BASED ON NAVD'88.

CERTIFICATE OF AUTHORIZATION (N.J.S.A. 45:8-56) 24GA28228600

DATE:	10-01-24
PROJECT:	PEQU9-24
SCALE:	1"=20'

Jerzy Baraniewicz, P.L.S.
Professional Land Surveyor

New Jersey License No. 43282
New York License No. 050767

1 IRVING STREET LOT 34 BLOCK 4401
TOWNSHIP OF PEQUANNOCK MORRIS COUNTY
NEW JERSEY

24 Woodland Court, Kinnelon, NJ 07405

Telephone: (973) 838-4649 Fax: (973) 909-9206 E-mail: ampsurv@optimum.net

DAVID SCHAEFER SEPTIC SERVICE & CONSTRUCTION CO., INC.

101 Riverside Dr., Pequannock NJ 07440

973-219-3514

www.dsepticsservice.com

ESTIMATE

CUSTOMER: Back Automotive

PROPERTY ADDRESS: 1 Irving St. Pequannock N.J.

Work To Be Performed:

1. Install New 4" PVC Sewer From Building
2. To Manhole in Irving St. Saw Cut Black
3. Tap, Tap in Manhole, Q.P. over new pipe and
4. Compact Trench, Replace Black Top over work area

Pricing/Payment: \$ 25,000

CONTRACT TO FOLLOW UPON ACCEPTANCE OF ESTIMATE

Homeowner: _____
Printed Name

Signature & Date

David W. Schaefer:  7/9/25
Signature & Date



David Schafer

6/25/2025

PROPOSAL:
Irving Street Sanitary Sewer Extension Pequannock NJ

Item Description

Irving Street Sanitary Sewer Extension

145 LF 8" SDR 35 PVC Sewer (8' Max Depth)
90 LF 6" SDR35 PVC Sewer (8' Max Depth)
1 Sanitary Sewer Pipe 8' Deep
50 Ton Asphalt for Trench Repair
475 Ton QP Trench Backfill
3 unit Sanitary Sewer Cleanouts
6 unit 8" Pipe Sleeves
50 Ton Asphalt Disposal
325 CY Dirt Disposal (assuming certified Clean Fill)

Total Cost

\$125,000.00

EXCLUSIONS

* Permits, Inspections or any associated fees (if required).
Rock Excavation / Removal
Survey Layout
Disposal of Contaminated Soils or Testing
Police Traffic Protection

NOTES

* Permit Fees and Filing are the responsibility of the property owner (if necessary)

50% Deposit Prior to Starting Work, Balance Payment Due Upon Completion	
Sub Total	\$125,000.00
6.625% NJ State Sales Tax	\$8,281.25
Total	\$133,281.25

Quote Accepted by:

Signature

Print Name

Date

REMIT PAYMENT TO:

MAISANO CONSTRUCTION CO., INC.
215 ELLEEN TERRACE
HACKENSACK, NJ 07601

PHONE (201) 488-8208
FAX (201) 488-7259
EMAIL MAISANO@NEWPRINCECONCRETE.COM

**TOWNSHIP OF PEQUANNOCK
COUNTY OF MORRIS, STATE OF NEW JERSEY
ORDINANCE #**

AN ORDINANCE OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF PEQUANNOCK IN THE COUNTY OF MORRIS, STATE OF NEW JERSEY, TO REGULATE CERTAIN ELECTRIC BICYCLES AND SCOOTERS

WHEREAS, the Township of Pequannock has encountered a substantial increase in the number of persons operating electric bicycles, electric scooters and other similar motor-powered devices on public streets, sidewalks, paths, parks and other public and private property throughout the municipality; and

WHEREAS, the use of electric bicycles, electric scooters and other powered devices without due care and adherence to traffic laws and on sidewalks and areas where pedestrians are present and unsuitable for use poses a risk to riders, pedestrians as well as to the motoring public; and

WHEREAS, the Township finds and declares that the establishment and enforcement of regulations for the use and operation of electric bicycles, electric scooters and other powered devices within the Township will improve the overall safety of roadways, sidewalks and other public facilities and will otherwise promote and protect the general safety and wellbeing of operators, pedestrians, motorists as well as visitors and residents;

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

Section 1. Chapter ###, "Vehicles and Traffic," of the Code of the Township of Pequannock is hereby amended and supplemented to create a new Article entitled "Electric Scooter and Electric Bicycle Regulations," as follows:

§. Intent and Purpose.

The purpose and intent of this Article is to establish regulations and guidelines for the operation of low-speed electric bicycles and low-speed electric scooters within the Township of Pequannock. It is not primarily intended to penalize individuals who operate electric bicycles or scooters in violation of the provisions contained herein, but rather to educate both children and adults regarding proper and safe riding practices, to ensure their safety and welfare, the safety and welfare of motorists and pedestrians, and to make riding an enjoyable experience.

§. Applicability of this Article.

The provisions of this Article shall apply to all roadways under the jurisdiction of the Township of Pequannock and subject to regulation by the Township Council of the Township of Pequannock, and all facilities, parks, property and public sidewalks within the Township owned, or under the control or supervision of the Township of Pequannock.

This Article shall not apply to, nor shall it be construed to regulate, directly or indirectly, in any manner, the use or operation of any powered or motorized wheelchair, medical device, mobility scooter or similar mobility assisting devices designed for use by persons with disabilities, medical conditions or by persons whose ambulatory mobility has been impaired by age or illness.

Nothing in this Article shall be construed to apply, regulate or prohibit activity that is exempt from, or not subject to, Township regulation pursuant to State law. If any provision of this Article is inconsistent with the statutes and/or regulations of the State of New Jersey, the State statutes and/or regulations shall prevail. Nothing in this Article is intended, nor shall be construed, to supersede any applicable State laws.

§ . Definitions.

As used in this Article, the following words, terms and their derivations shall have the following meanings unless their use in the text of this Article clearly demonstrates a different meaning:

TOWNSHIP FACILITY, PARK OR PROPERTY shall mean and include all buildings, facilities, structures, parks, recreation facilities, playgrounds, athletic fields, beaches, parking lots and other lands and real property owned or under the control or supervision of the Township of Pequannock upon which the public is invited or upon which the public is permitted, including but not limited to any parking area, driveway or drive aisle.

COUNTY OF MORRIS, PARK OR PROPERTY shall mean and include all buildings, facilities, structures, parks, recreation facilities, playgrounds, athletic fields, beaches, parking lots, trails and other lands and real property owned or under the control or supervision of the County of Morris or Morris County Park Commission upon which the public is invited or upon which the public is permitted, including but not limited to any parking area, driveway or drive aisle.

LOW-SPEED ELECTRIC BICYCLE As defined in N.J.S.A. 39:1-1, shall mean and include a two or three-wheeled vehicle with fully operable pedals and an electric motor of less than 750 watts, that meets the requirements of one of the following classifications: "class 1 low-speed electric bicycle" which means a low-speed electric bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour; or "class 2 low-speed electric bicycle" which means a low-speed electric bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour. This term shall not include: electric personal assistive mobility devices, motorized wheelchairs, mobility scooters or similar mobility assisting devices used by persons with physical disabilities, or persons whose ambulatory mobility has been impaired by age or illness.

LOW-SPEED ELECTRIC SCOOTER As defined in N.J.S.A 39:1-1, shall mean and include a scooter with a floorboard that can be stood upon by the operator, with handlebars, and an electric motor that is capable of propelling the device with or without human propulsion at a maximum speed of less than 19 miles per hour. This term shall not include: electric personal assistive mobility devices, motorized wheelchairs, mobility scooters or similar mobility assisting devices used by persons with physical disabilities, or persons whose ambulatory mobility has been impaired by age or illness.

MOTORIZED BICYCLE As defined in **N.J.S.A 39:1-1**, means and includes a pedal bicycle having a helper motor characterized in that either the maximum piston displacement is less than 50 cc. or said motor is rated at no more than 1.5 brake horsepower or is powered by an electric drive motor and said bicycle is capable of a maximum speed of no more than 25 miles per hour on a flat surface or a pedal bicycle having an electric motor that is capable of propelling the bicycle in excess of 20 miles per hour with a maximum motor-powered speed of no more than 28 miles per hour on a flat surface. This term shall not include a low-speed electric bicycle or low-speed electric scooter as defined in this Article.

MOTORIZED SCOOTER As defined in **N.J.S.A 39:1-1**, means and includes a miniature motor vehicle and includes, but is not limited to, pocket bikes, super pocket bikes, scooters, mini-scooters, sport scooters, mini choppers, mini motorcycles, motorized skateboards and other vehicles with motors not manufactured in compliance with Federal Motor Vehicle Safety Standards and which have no permanent Federal Safety Certification stickers affixed to the vehicle by the original manufacturer. This term shall not include: electric personal assistive mobility devices, motorized bicycles, low-speed vehicles, low-speed electric bicycles, or low-speed electric scooters; or motorized wheelchairs, mobility scooters or similar mobility assisting devices used by persons with physical disabilities, or persons whose ambulatory mobility has been impaired by age or illness.

PEDESTRIAN means and includes a person who is afoot and who is not operating, seated on, riding, occupying, entering into or alighting from a low-speed electric bicycle, low-speed electric scooter, vehicle or other motor propelled device.

SIDEWALK means and includes any sidewalk owned, controlled or maintained by the Township. The term shall not include sidewalks or walkways on private property in shopping centers, apartment complexes, office building sites or any other private property.

§ . Application of traffic laws to low-speed electric bicycles and low-speed electric scooters.

Every person operating a low-speed electric bicycle or low-speed electric scooter upon any roadway shall, independent of this Article, be granted all the rights and shall be subject to all the duties applicable to the driver of a vehicle pursuant Chapter Four of Title 39 of the New Jersey Revised Statutes and of the Township Code, except as to those provisions thereof which by their nature can have no application to such persons.

§ . Operation of low-speed electric bicycles and low-speed electric scooters.

A. Obedience to traffic control devices.

- (1) Any person operating a low-speed electric bicycle or low-speed electric scooter on any Township roadway shall observe and obey all traffic control signals, signs and other control devices in the same manner and to the same extent as required of the operator of a motor vehicle, except and unless otherwise directed by a police officer or exempted pursuant to the provisions of this Article or official signage.

- (2) Whenever authorized signs are posted indicating that a turning movement is restricted, no person operating a low-speed electric bicycle or low-speed electric scooter shall disobey the direction of any such sign, except where the operator dismounts from the low-speed electric bicycle or low-speed electric scooter to make the turn, in which event such person shall then obey the regulations applicable to pedestrians.
- (3) No person shall ride or operate a low-speed electric bicycle or low-speed electric scooter in any direction on any Township roadway, except that permitted of vehicular traffic traveling on the same side of the roadway.
- (4) A person operating a low-speed electric bicycle or low-speed electric scooter on a Township roadway is not required to register the low-speed electric bicycle or low-speed electric scooter, furnish proof of insurance, or have a driver's license.

B. Riding on Township roadways and bicycle paths generally.

- (1) Any person operating a low-speed electric bicycle or low-speed electric scooter upon a Township roadway shall ride as near to the right-hand side of the traveled roadway as practicable under the circumstances, exercising due care when passing a standing vehicle or one proceeding in the same direction.
- (2) No person shall ride or sit as a passenger on a low-speed electric bicycle or low-speed electric scooter while the device is in motion on any Township roadway unless there is proper seating for both rider and passenger and each such persons under 17 years of age is wearing a properly fitted and fastened protective helmet.
- (3) Any person operating a low-speed electric bicycle or low-speed electric scooter on a Township roadway shall stop for pedestrians in crosswalks.
- (4) No person operating, riding on or using a low-speed electric bicycle or low-speed electric scooter, or other similar powered device, shall connect or attach themselves, any passenger or the low-speed electric bicycle or low-speed electric scooter on which they are riding to any vehicle upon a Township roadway.
- (5) No person operating or riding on any low-speed electric bicycle or low-speed electric scooter shall tow or pull any object of any kind while such device is in motion on any Township roadway.
- (6) No person shall use a wireless telephone or other electronic communication device while operating a low-speed electric bicycle or low-speed electric scooter on any Township roadway, except when the telephone is a hands-free wireless telephone or the electronic communication device is used hands-free, provided that its placement does not interfere with the operation and the operator exercises a high degree of caution.

- (7) Every person operating a low-speed electric bicycle or low-speed electric scooter on a bike path that is about to enter or cross a roadway shall yield the right-of-way to all traffic on such roadway.
 - (8) No person operating a low-speed electric bicycle or low-speed electric scooter on a Township roadway shall carry any package, bundle, or article which prevents the operator from keeping both hands upon the handlebars.
 - (9) Any group of two or more persons operating any low-speed electric bicycle or low-speed electric scooter shall travel in single file, except and unless the volume of vehicles and traffic conditions are such that side by side travel is safe under the circumstances.
 - (10) Whenever a bicycle lane has been established on a Township roadway, any person operating a low-speed electric bicycle or low-speed electric scooter shall ride within the bicycle lane.
- C. No person under 17 years of age shall operate, or ride upon a low-speed electric bicycle or low-speed electric scooter as a driver or passenger on any Township roadway, unless that person is wearing a properly fitted and fastened protective helmet.
- D. Operation on Sidewalks.
- (1) No person shall use or operate any low-speed electric bicycle, low-speed electric scooter, motorized bicycle, motorized scooter, motor vehicle or any other motor powered or equipped device on any sidewalk within the Township, except that this prohibition is not intended to regulate or prohibit pedestrian activity, nor the use or riding of bicycles and other non-motor equipped wheeled devices that are powered to motion exclusively by human muscle, on the sidewalk.
 - (2) Bicycles and other non-motor equipped wheeled devices that are powered to motion exclusively by human muscle shall be permitted on sidewalks within the Township.
 - (3) Any person operating a low-speed electric bicycle, low-speed electric scooter, motorized bicycle or motorized scooter upon dismounting from such low-speed electric bicycle, low-speed electric scooter, motorized bicycle or motorized scooter, may stand, walk and travel freely on and about the sidewalk with, and while walking or pushing, a low-speed electric bicycle, low-speed electric scooter, motorized bicycle or motorized scooter.
 - (4) The operator of a low-speed electric bicycle or low-speed electric scooter emerging from an alleyway, driveway, or building shall, upon approaching a sidewalk area extending across any alleyway or driveway, yield the right-of-way to all pedestrians or bicyclists approaching on the sidewalk or sidewalk area. Upon entering the

Township roadway, the user shall yield the right-of-way to all vehicles approaching on the roadway.

E. Operation on and within Township Facilities, Fields and Property.

- (1) The operation and use of low-speed electric bicycles, low-speed electric scooters, motorized bicycles or motorized scooters on, within or upon any Township Facility, Park and Property, including recreational areas, fields, lawns, trails, grass or pathways owned or controlled by the Township as well as any driveway, parking lot or other paved surface therein, regardless of the surface of such area, is prohibited, except in such areas where explicitly permitted by way of an official Township sign posted at such location.

F. Operation on and within Morris County Facilities, Fields and Property.

- (1) The operation of any vehicle on any property owned, operated or controlled by the County of Morris or the Morris County Park Commission in violation of County of Morris or Morris County Park Commission law, regulation, rule or policy is prohibited.

G. Parking, generally.

- (1) Low-speed electric bicycles and low-speed electric scooters are permitted to be secured on any bicycle rack located at Township Facilities.
- (2) When available, low-speed electric bicycles and low-speed electric scooters shall be parked in designated, marked, parking areas when on any Township property or facility.
- (3) Low-speed electric bicycles and low-speed electric scooters may be attached or secured to the bicycle rack with a U-lock, chain lock, or any type of lock made specifically for bicycles and/or low-speed electric bicycles and low-speed electric scooters. No person shall attach or secure a low-speed electric bicycle or low-speed electric scooter to any fixed object not suited for electric scooter or electric bicycle parking.
- (4) No person shall leave low-speed electric bicycle or low-speed electric scooter lying on or standing upon a sidewalk in such a manner as to block or impede pedestrians. A person may temporarily leave a low-speed electric bicycle or low-speed electric scooter parked on the sidewalk, provided that it does not block or impede the safe and orderly movement of pedestrians upon the sidewalk and provided further that the low-speed electric bicycle or low-speed electric scooter shall be parked to side of the paved surface area.
- (5) No person shall leave or park a low-speed electric bicycle or low-speed electric scooter on or at any Township Property or business or private property within the Township where prohibited by the owner.

- (6) No person shall leave or park a low-speed electric bicycle or low-speed electric scooter in such a manner as to block or impede access, entry or pedestrian travel to or from any Township facility.
- (7) No person shall park a low-speed electric bicycle or low-speed electric scooter upon a street other than upon the roadway against the curb or in a designated bicycle, electric scooter, or electric bicycle parking area in a rack to support the electric scooter or electric bicycle, or against a building or at the curb.
- H. Lamps and equipment. A low-speed electric bicycle or low-speed electric scooter operated during non-daylight hours shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least 500 feet to the front with a lamp emitting a red light visible from a distance of 500 feet to the rear.
- I. No person shall operate a low-speed electric bicycle or low-speed electric scooter on any business or private property within the Township where a sign is posted by the property or business owner prohibiting such use or operation.
- J. Prohibited Modifications. Pursuant to Title 39 of the New Jersey Revised Statutes, no person shall tamper with or modify any low-speed electric bicycle or low-speed electric scooter so as to change the motor-powered speed capability or otherwise exceed the maximum speed allowable by law for such device. Notwithstanding any other penalties authorized by law or this Article, any low-speed electric bicycle or low-speed electric scooter found to have been unlawfully tampered with or modified shall be subject to impoundment in accordance with § ###.

§ . Enforcement.

- A. The provisions of this Article shall be enforceable by the Pequannock Township Police Department or any Law Enforcement Agency having jurisdiction within the Township.
- B. Nothing in this Ordinance shall be construed to preclude, restrict or limit any law enforcement officer from exercising their lawful authority and discretion in the enforcement of this Ordinance in accordance with the rules and regulations of the Police Department as well as Attorney General's Office and County Prosecutor's Office directives and standard and accepted police practices.
- C. Violations of the provisions of this Article may be enforced in any lawful manner the Pequannock Township Police Department may deem appropriate, including but not limited to in accordance with the provisions of this Article independently and/or in combination with Title 39 of the New Jersey Revised Statutes and other applicable law.

§ . Violations and Penalties.

Notwithstanding and in addition to any violations or penalties authorized by law, this Article or the Township Code, any person found to be in violation of any provision of this Article shall, upon conviction, be subject to the following:

- A. Operators Over Eighteen (18). Any person eighteen (18) years of age or older who operates a low-speed electric bicycle or low-speed electric scooter in violation of this Article, or who otherwise fails to comply with the requirements of this Article, shall be subject to a fine of not more than \$250.00 for the first offense, a fine of not more than \$500.00 for the second offense and a fine of not more than \$1000.00 for a third or subsequent offense.
- B. Operators Under Eighteen (18).
 - (1) Upon a first offense, the parent(s) or legal guardian(s) of any person under eighteen (18) years of age who operates a low-speed electric bicycle or low-speed electric scooter in violation of this Article, or who otherwise fails to comply with the requirements of this Article, shall be subject to a fine of not more than \$250.00 and/or the potential impoundment of the low-speed electric bicycle or low-speed electric scooter for a period of not more than seven (7) days.
 - (2) Upon a second offense, the parent(s) or legal guardian(s) of the non-adult offender shall be subject to a fine of not more than \$500.00 and/or the impoundment of the low-speed electric bicycle or low-speed electric scooter for a period of not less than seven (7) days, nor more than sixty (60) days. Any low-speed electric bicycle or low-speed electric scooter impounded by the Pequannock Township Police Department shall only be releasable to the parent(s) or legal guardian(s) of the non-adult offender.
 - (3) Upon a third or subsequent offense, the parent(s) or legal guardian(s) of the non-adult offender shall be subject to a fine of not more than \$1000.00, and the impoundment of the low-speed electric bicycle or low-speed electric scooter pending a hearing as to the continued impoundment of the low-speed electric bicycle or low-speed electric scooter in accordance with standard practice and procedures. Any low-speed electric bicycle or low-speed electric scooter impounded by the Pequannock Township Police Department shall only be releasable to the parent(s) or legal guardian(s) of the non-adult offender.
 - (4) In the event the Pequannock Township Police Department cannot determine the name and address of the parent(s) or legal guardian(s) of any person under eighteen (18) years of age who violates any of the provisions of this Article, the low-speed electric bicycle or low-speed electric scooter shall be seized or impounded pending identification and notification of the parent(s) or legal guardian(s), and the non-adult offender shall be summoned to appear at the Pequannock Township Police Department with his or her parent(s) or legal guardian(s), at which time a summons may be issued to the parent(s) or guardian(s) for the appropriate offense(s). Provided it does not constitute a second or subsequent offense for which the low-speed electric bicycle or low-speed electric scooter would be subject to impoundment, the Police Department will

arrange for the return of the low-speed electric bicycle or low-speed electric scooter to the parent(s) or legal guardian(s) of the non-adult offender upon the parent(s) or legal guardian(s) responding to Police Headquarters and providing the appropriate identification. In the event the parent(s) or legal guardian(s) of the non-adult offender shall fail to respond within thirty (30) days of the seizure or impoundment of the low-speed electric bicycle or low-speed electric scooter, the Township may proceed in accordance with standard police practices with respect to abandonment, unclaimed property or other appropriate disposition.

- (5) In any instance in which the Police Department deems it necessary to utilize the services of a licensed towing operator to assist with and effectuate an impoundment in accordance with this Article, any and all fees and costs imposed for the impoundment, storage and removal shall be the responsibility of the parent(s) or guardian(s) of the non-adult offender.

Section 2. Repealed. All ordinances or parts of ordinances contrary to or inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

Section 3. Severability. Each section, subsection, paragraph, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase. If any portion of this Ordinance, or its application to any person or circumstances, shall be adjudged or otherwise determined to be invalid, unconstitutional, preempted, void, or ineffective for any clause or reason, such determination shall not affect the remaining provisions of this Ordinance, and the application of such remaining provisions shall not be affected thereby and shall remain in full force and effect, and to this end, the provisions of this Ordinance are severable.

Section 4. Effective Date. This Ordinance shall take effect immediately upon final passage and publication according to law.

Section 5. Prior actions. All actions of the Township of Pequannock taken prior to the date of adoption hereof contemplated by this Ordinance are hereby ratified and approved.

Section 6. Codification. This Ordinance may be renumbered for codification purposes.