



**AGENDA**  
**TOWNSHIP OF MAPLEWOOD**  
**Tuesday, April 4, 2023**

1. Statement
2. Roll Call
3. Salute to the American Flag
4. Mayor's Introduction
5. Public Comment - Agenda Items only
6. Board of Health Meeting
  - 6.a MAPLEWOOD BOARD OF HEALTH  
Tuesday, April 4, 2023 Agenda  
[April 4 2023 BOH Agenda.docx](#)
  - 6.b Board of Health Minutes: March 7, 2023  
[march 7 2023 BOH minutes.docx](#)
7. Ordinance(s) on Final Passage
  - 7.a (DD/VD) ORDINANCE # 3091-23  
AN ORDINANCE GRANTING A TAX EXEMPTION WITH RESPECT TO CERTAIN PROPERTY IDENTIFIED ON THE TOWNSHIP'S TAX MAPS BLOCK 16.01, LOT 32 AND DESIGNATED IN THE TOWNSHIP TAX RECORDS AS 7 PARKER AVENUE WEST, MAPLEWOOD, NEW JERSEY AND AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH 7 PARKER W URBAN RENEWAL LLC  
  
(Interpretive Statement)  
(*This ordinance will grant to 7 Parker Avenue West a Payment in Lieu of Taxes Agreement (PILOT) )*  
  
Hearing  
Motion  
Second  
Roll Call

(Statement by the chair that the ordinances has been published, copies posted on bulletin board in the Municipal Building and copies made available to the general public in accordance with the law.)

\*This ordinance is having a second hearing due to being amended at the March 21st meeting.

[Tax Exemption 7 Parker Ordinance \(Amended\).docx](#)

[7 Parker Financial Agreement-goes with Ordinance No. 3091-23.docx](#)

8. (DD/VD) Resolution 114-23  
Resolution designating 7 Parker West Urban Renewal LLC and Redevelopment of 7 Parker Avenue West

Motion

Second

Roll Call

- 8.a RESOLUTION NO. 114-23  
RESOLUTION DESIGNATING 7 PARKER W URBAN RENEWAL LLC AS REDEVELOPER OF PROPERTY IDENTIFIED AS BLOCK 16.01, LOT 32 (7 PARKER AVENUE WEST) IN THE TOWNSHIP OF MAPLEWOOD AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT IN CONNECTION THEREWITH  
[Designating Redevelopment 7 Parker Resolution.docx](#)  
[Redevelopment Agreement](#)

9. Introduction of Ordinance(s)

- 9.a ORDINANCE #3092-23  
AN ORDINANCE DESIGNATING PERMIT PARKING FOR MAPLEWOOD MIDDLE SCHOOL EMPLOYEES

(Interpretive Statement)

*(This Ordinance will designate certain spaces located on Dunnell Road for Maplewood Middle School Employee Parking, school days from 7:00 a.m to 4:00 p.m.)*

Motion

Second

Roll Call

(Hearing To Be Held Tuesday, April 18, 2023)

[School Teachers Parking Ordinance.docx](#)

- 9.b ORDINANCE # 3093-23  
AN ORDINANCE TO AUTHORIZE THE INSTALLATION OF STOP SIGNS ON

JEFFERSON AVENUE

(Interpretive Statement)

*(This ordinance will authorize the installation of stop signs on Jefferson Avenue at the intersections of Maplewood Avenue, Woodland Road and Walton Road.)*

Motion

Second

Roll Call

(Hearing To Be Held Tuesday, April 18, 2023)

[Jefferson Stop Signs Ordinance.docx](#)

9.c ORDINANCE 3094-23

CALENDAR YEAR 2023 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)

(Interpretive Statement)

(Cap Ordinance)

Motion

Second

Roll Call

(Hearing To Be Held Tuesday, April 18, 2023)

[Cap Ordinance 3094-23.doc](#)

10. Introduction of 2023 Budget

10.a Resolution 114-23

Introducing the 2023 Municipal Budget

[Resolution 114-23 Introduction of the 2023 Municipal Budget.doc](#)

[SHEET 2 INTRO 2023 BUDGET.pdf](#)

[SHEET 3 INTRO 2023 BUDGET 04.04.pdf](#)

11. Report from Departments

12. Administrative Reports

a. Gregg Schuster, Interim Township Administrator

- b. Roger Desiderio, Township Attorney
  - c. Elizabeth J. Fritzen, Township Clerk
13. Reports from Elected Officials
- a. Deputy Mayor Deborah Engel
  - b. Committee Member Jamaine Cripe
  - c. Committee Member Victor DeLuca
  - d. Committee Member Nancy Adams
  - e. Mayor Dean Dafis
14. Consent Agenda
- 14.a Regular Session Minutes: January 17th, 2023  
[Township Committee Meeting Minutes - January 17, 2023\(amended by EJF\).docx](#)
- 14.b Regular Session Minutes: February 7, 2023  
[Township Committee Meeting Minutes - February 7, 2023 \(amended by EJF\).docx](#)
- 14.c Closed Session Meeting Minutes - Tuesday, March 21, 2023
- 14.d RESOLUTION NO. 102-23  
RESOLUTION REJECTING BIDS FOR MAPLECREST SPRAY PARK  
[Reject Bids - Spray Park Resolution.docx](#)
- 14.e RESOLUTION NO. 103-23  
RESOLUTION APPROVING AGREEMENT WITH WAWA CORPORATION  
[Approve Wawa Agreement Resolution.docx](#)  
[doc04414620230327113957.pdf](#)
- 14.f RESOLUTION NO. 104-23  
RESOLUTION AMENDING RESOLUTION 86-23 AND ISSUING FINAL PAYMENT  
[Amend 86-23 Resolution.docx](#)
- 14.g RESOLUTION NO. 105-23  
RESOLUTION TO ADOPT PROCEURES FOR ADMINISTRATION AND INSPECTION  
OF FEDERAL AID HIGHWAY PROJECTS  
[RESOLUTION FOR SRTS 2022.doc](#)
- 14.h RESOLUTION NO. 106-23  
AWARD OF CONTRACT PROFESSIONAL ENVIRONMENTAL SERVICES FOR A  
SUBSURFACE INVESTIGATION OF UNDERGROUND STORAGE TANK AT  
MAPLEWOOD MEMORIAL LIBRARY (Matrix New World Engineering)  
[Award of contract resolution.doc](#)
- 14.i RESOLUTION#107-23  
AUTHORIZATION FOR CHANGE ORDER FOR NJDOT FY 2022 MUNICIPAL AID  
PROGRAM –ROADWAY IMPROVEMENTS FOR LEXINGTON AVENUE (**Riverview  
Paving, Inc**)  
[Resolution for Change Order .doc](#)



14.j RESOLUTION #108-23  
AUTHORIZATION FOR CHANGE ORDER FOR PROFESSIONAL LAND SURVEYING  
AND DESIGN SERVICES FOR THE RESURFACING OF DURAND ROAD,  
ROOSEVELT ROAD, CURTISS PLACE AND CLINTON AVENUE (**Greenman-  
Pedersen, Inc.**)  
[Resolution for Change Order.doc](#)

14.k RESOLUTION NUMBER 109-23  
Resolution Authorizing Maplewood to “Re-Grant” the Funds that the Township Received  
from the Department of Community Affairs’ Neighborhood Preservation Program to the  
Springfield Avenue Partnership  
[NPP.Resolution.2023-102.Re-Granting.NPP.Funds.to.Springfield.Avenue.docx](#)

14.l RESOLUTION #110-23  
AUTHORIZATION FOR CHANGE ORDER FOR FY 2021 ROADWAY  
IMPROVEMENTS (**A.J.M. Contractors, Inc.**)  
[Resolution for Change Order .doc](#)

14.m RESOLUTION NO.111-23  
RESOLUTION AUTHORIZING CONTINUATION OF A POOL RECREATION  
PROGRAM WITH SOUTH ORANGE  
[Reso 111-23; Pool Share.docx](#)

14.n Resolution 112-23  
Bills & Claims  
[BILL LIST 04\\_04\\_2023.pdf](#)  
[Resolution 112-23 Bills and Claims \(April 4, 2023\)\(final\).doc](#)

14.o Resolution 113-23  
Awarding Contract to RichView  
[Award Contract RichView Consulting.docx](#)

14.p RESOLUTION NO. 115-23  
RESOLUTION AWARDING CONTRACT FOR THE MAINTENANCE AND MOWING  
OF LARGE TURF FIELDS FOR 2023 (D’Onofrio & Son Incorporated)  
[Resolution 115-23 Maintenance and Mowing of Large Turf Fields 2023.docx](#)

15. Public Comment - Any Subject Matter

16. Adjournment to meet again on Tuesday, April 18, 2023 at the Maplewood Municipal Building

# AGENDA

## MAPLEWOOD BOARD OF HEALTH

Tuesday, April 4, 2023

7:30 PM In-Person Meeting

1. READ OPENING STATEMENT BY BOH PRESIDENT
2. ROLL CALL
3. RESOLUTION REGARDING PUBLIC PARTICIPATION BY SECRETARY/TOWNSHIP CLERK
4. APPROVAL OF MINUTES FROM March 7, 2023
5. HEALTH OFFICER REPORT
  - Interlocal agreement between Maplewood Health Services and South Orange began April 1<sup>st</sup>
  - Animal Control Update (March)
  - Communicable and Infectious Diseases Update
    - Community notification: Positive Measles case in NJ associated with international travel
      - Risk factors and prevention measurements (MMR Vaccine)
    - Influenza update
    - COVID update
6. BOARD OF HEALTH DISCUSSION
7. INVITATION FOR PUBLIC TO ADDRESS THE BOARD
8. ADJOURNMENT- NEXT SCHEDULED MEETING: **TUESDAY, May 2nd, 7:30 pm**

# BOH Minutes, March 7, 2023

## In Person Meeting

BOH Meeting start: 8:30 pm pm

Opening Statement read by Secretary/ Township Clerk

Present: Mayor Dafis, Mr. DeLuca, Ms. Cripe, Ms. Adams, Ms. Engel

A resolution was read by the Clerk stating that as permitted by the Open Public Meetings Act, stipulating that active participation by the public is limited to observation as set forth in the Agenda.

Ayes: Mayor Dafis, Mr. DeLuca, Ms. Cripe, Ms. Engel, Ms. Adams

Nays: None

Motion made to approve February 7th, 2023 meeting minutes.

Ayes: Mayor Dafis, Mr. DeLuca, Ms. Cripe, Ms. Adams and Ms. Engel

Nays: None

### **HEALTH OFFICER REPORT**

#### **Health Department Updates:**

Mayor's Wellness Campaign: HO Davenport congratulated the Township for receiving the Mayor's Wellness Campaign "Healthy Town Up and Coming" designation for services in 2022. The Mayor's Wellness Campaign is through the NJ Health Care Quality Institute. In 2023, the Township has a monthly line up of health and wellness activities addressing physical fitness inclusive of all activity levels, healthy eating, senior and employee activity programming as well as programs that address food insecurity and mental health and addressing end of life decisions with dignity. The MWC will also include the personalized town MWC logo on fliers and promotional materials of already existing programming that address environmental sustainability and open space such as the composting initiative, information about the leaf blower ban and the dual stream recycling, all of which are making an impact and making our town environmentally healthier. HO Davenport highlighted some events that are coming up in March and early April.

City Health Data Dashboard: The Health Department applied on behalf of the Township for the 'Put Us On the Map' Challenge. This program allows free, organized municipal data that can be used for policy decision making and programmatic purposes and to apply for grants.

#### **Animal Control:**

HO Davenport provided two months of animal control data from Bloomfield's Animal Control service. January: 3 domestic calls. February: 11 calls- 6 domestic and 5 injured and sick wildlife. One of those dealt with a bite investigation. In addition, the Health Department REHS staff also quarantined and monitored another dog bite (dog was vaccinated already for rabies) and followed up with rabies testing of a raccoon (result: rabies negative).

#### **Communicable/ infectious disease updates:**

NJDOH has received reports on an increase in skin infections among school-aged wrestlers in NJ. This guidance was shared with SOMSD and they had already received this information from the County and were taking proper precautions of cleaning and disinfecting equipment, avoid sharing equipment and monitoring for skin lesions. There have been no additional cases and wrestling season has ended.

Influenza: Health Officer Davenport recommended everyone to get a flu shot this season. We are in low community transmission statewide, there is anticipation of another flu spike in March so the Health Department and NJDOH are monitoring.

COVID:

- COVID total number of cases as of February 2023: 7804. Number of cases in February 2023: 78. No deaths reported.
- Essex County is now in low community COVID transmission. Essex County still has mobile vans available for COVID vaccination and they are in different areas of the county each week from 2-6 pm, Monday-Thursday, as well as a COVID clinic for ages 6 months- 5 years on the 1<sup>st</sup> Friday of every month at the O'Toole Community Center in Cedar Grove, from 2-7 pm, appointments are required. Note new time and location for the young children COVID clinic.
- The Health Department is also offering COVID-19 booster shot to homebound residents. Please contact the Maplewood Health Department to schedule an appointment.
- COVID-19 home tests are available at the Health Department for those who need them and it was encouraged that people order their free test kits through the federal government while they were still available before the public health emergency ends in May.
- The national public health emergency will end on May 11, 2023. The Public Readiness and Emergency Preparedness Act (PREP Act) will allow for access to free COVID vaccines to the public until October 1, 2024. The main changes are that testing and antiviral medication may no longer be free and people may have to pay for them if they have private insurance or Medicare.

Presentation ended: 8:40 pm

**BOARD OF HEALTH DISCUSSION**

Interlocal Health Department Services Agreement between Maplewood and South Orange. Township Committee received and reviewed the updated interlocal services agreement for health department services. Changes included modifications to the hours provided and the wording to clarify the scope of services. No one had any discussion items. Vote was moved until after BOH and resumed during the Township Committee meeting.

Motion was made by Deputy Mayor Deb Engel and all approved. Resolution was drafted by Mr. Desiderio. Township and Village Administration to sign.

**PUBLIC COMMENT PERIOD**

No public comments at this time.

Members motioned to adjourn.

Ayes: All committee persons.

Nays: None

Meeting adjourned 8:45 pm

Schedule to meet Tuesday April 4th, 2023 at 7:30 pm

**Resolutions/ Ordinances for the Health Department:**

#90-23 RESOLUTION AUTHORIZING AGREEMENT WITH THE TOWNSHIP OF SOUTH ORANGE VILLAGE TO PROVIDE INTERIM HEALTHCARE SERVICES THROUGH DECEMBER 31, 2023

Respectfully submitted,

Candice Davenport, Health Officer, 3/8/23

# TOWNSHIP OF MAPLEWOOD



## ORDINANCE

# 3091-23

### AN ORDINANCE

**GRANTING A TAX EXEMPTION WITH RESPECT TO CERTAIN PROPERTY IDENTIFIED ON THE TOWNSHIP'S TAX MAP AS BLOCK 16.01, LOT 32 AND DESIGNATED IN THE TOWNSHIP TAX RECORDS AS 7 PARKER AVENUE WEST, MAPLEWOOD, NEW JERSEY AND AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH 7 PARKER W URBAN RENEWAL LLC**

#### *"Interpretive Statement"*

*This ordinance will grant to 7 Parker Avenue West a Payment in Lieu of Taxes Agreement (PILOT).*

**WHEREAS**, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, as amended and supplemented (the "**Redevelopment Law**"), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of rehabilitation or redevelopment; and

**WHEREAS**, on October 19, 2021, pursuant to and in accordance with the requirements of the Redevelopment Law, the Township Committee (the "**Governing Body**"), adopted Resolution No. 316-21 designating the properties identified on the tax map of the Township as Block 16.01, Lot 32 as a Non-Condemnation Area in Need of Redevelopment (the "**Redevelopment Area**"); and

**WHEREAS**, on September 20, 2022, by Ordinance # 3068-22, the Governing Body adopted a redevelopment plan entitled the "Redevelopment Plan for 7 Parker Avenue West" for the Redevelopment Area (the "**Redevelopment Plan**"); and

**WHEREAS**, pursuant to *N.J.S.A. 40A:12-4*, the Township is acting as the "redevelopment entity" (as such term is defined at *N.J.S.A. 40A:12A-3* of the Redevelopment Law) for the Redevelopment Area; and

**WHEREAS**, 7 Parker W Urban Renewal LLC (the "**Entity**") is the owner of certain property within the Redevelopment Area identified on the official Tax Maps of the Township as Block 16.01, Lot 32 and identified in the Township tax records as 7 Parker Avenue West (the "**Property**"); and

**WHEREAS**, the Entity proposes to develop, finance, construct and implement on the Property a four-story building with forty-six (46) residential units (comprised of four one-bedroom market rate units, fourteen one-bedroom market rate units with dens, eight two-bedroom market rate units, thirteen two-bedroom market rate units with dens, five two-bedroom affordable units, and two three-bedroom affordable units) across three levels, and fifty-eight (58) parking spaces located on the ground floor of the building, along with certain other on-site and off-site improvements (collectively, and as further described herein, the "**Project**"); and

**WHEREAS**, simultaneous with the adoption hereof, the Township and the Entity have

entered into a redevelopment agreement (the “**Redevelopment Agreement**”) setting forth the terms and conditions of the redevelopment of the Property; and

**WHEREAS**, in order to improve the feasibility of the Project, the Entity made application to the Township (the “**Application**”) requesting a long-term tax exemption and financial agreement with respect to the Property pursuant to the Exemption Law, which Application is on file with the Township Clerk; and

**WHEREAS**, the Entity has represented to the Township that due to the cost of environmental remediation on site and the cost of off-site improvements, among other factors, the Project would not be feasible in its intended scope but for the provision of financial assistance by the Township; and

**WHEREAS**, the Township determined that the assistance provided to the Project pursuant to the Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance; and

**WHEREAS**, after review of the Application, the Mayor recommended that the Application be approved; and

**WHEREAS**, after review of the Application, the Governing Body now desires to approve the Application and to authorize the execution of the proposed form of financial agreement (the “**Financial Agreement**”) in substantially the form attached hereto as Exhibit A,

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Body of the Township of Maplewood, in the County of Essex, New Jersey, as follows:

**I. GENERAL**

The aforementioned recitals are incorporated herein as though fully set forth at length.

**II. APPLICATION FOR EXEMPTION APPROVED**

The Application, which is on file with the Township Clerk and which has been recommended for approval to the Governing Body by the Mayor, is hereby accepted and approved.

**III. EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED**

- (a) The Mayor is hereby authorized to execute the Financial Agreement, substantially in the form attached hereto as Exhibit A, subject to modification or revision deemed necessary or appropriate by the Township in consultation with counsel, and to take all other necessary or appropriate action to effectuate such Financial Agreement.
- (b) The Township Clerk is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section III(a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.
- (c) In accordance with P.L. 2015, c. 247, within ten (10) calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the Township Clerk shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Essex County and to the Essex County Counsel for informational purposes, as well as to the Tax Assessor of the Township.

**IV. SEVERABILITY**

If any provision of this section or application thereof to any person or circumstance is judged unconstitutional or otherwise invalid, the invalidity shall not affect other provisions or applications of this section that can be given effect without the invalid provision or application, and to this end the provisions of this section are declared severable.

#### **V. REPEAL OF PRIOR ORDINANCES**

Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance be and the same are hereby repealed to the extent of any such inconsistencies.

#### **VI. EFFECTIVE DATE**

This Ordinance shall take effect after final passage and publication as provided by law.

**PUBLIC NOTICE** is hereby given that the foregoing proposed Ordinance was introduced and read by title at a meeting of the Township Committee of the Township of Maplewood, held on March 7, 2023, and that the Township Committee met on March 21, 2023, and met again on April 4, 2023 at the Municipal Building, 574 Valley Street, Maplewood, New Jersey, at which time and place the Township Committee held a hearing and proceeded to consider the said Ordinance on final reading and final passage.

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**ELIZABETH J. FRITZEN, R.M.C.**  
Township Clerk

**EXHIBIT A**

**Form of Financial Agreement**



**FINANCIAL AGREEMENT FOR  
LONG TERM TAX EXEMPTION**

by and between

**THE TOWNSHIP OF MAPLEWOOD**

and

**7 PARKER W URBAN RENEWAL LLC**

**THIS FINANCIAL AGREEMENT** (hereinafter this “Agreement” or “Financial Agreement”) is made as of the \_\_\_\_\_ day of January, 2023, by and between **7 PARKER W URBAN RENEWAL LLC** (hereinafter referred to as the “Entity”), a New Jersey limited liability company which is formed and qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the “Exemption Law”), with an office at 63 Maplewood Avenue, Maplewood, NJ 07040; and the **TOWNSHIP OF MAPLEWOOD**, a public body corporate and politic of the State of New Jersey with an address at 574 Valley Street, Maplewood, New Jersey 07040 (the “Township”, and together with the Entity, the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Township is authorized pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”) to determine whether certain parcels of land within the Township constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

**WHEREAS**, on October 19, 2021, pursuant to and in accordance with the requirements of the Redevelopment Law, the Township Committee (the “Governing Body”), adopted Resolution No. 316-21 designating the properties identified on the tax map of the Township as Block 16.01, Lot 32 as a Non-Condemnation Area in Need of Redevelopment (the “Redevelopment Area”); and

**WHEREAS**, on September 20, 2022, by Ordinance # 3068-22, the Governing Body adopted a redevelopment plan entitled the “Redevelopment Plan for 7 Parker Avenue West” for the Redevelopment Area (the “Redevelopment Plan”); and

**WHEREAS**, pursuant to N.J.S.A. 40A:12-4, the Township is acting as the “redevelopment entity” (as such term is defined at N.J.S.A. 40A:12A-3 of the Redevelopment Law) for the Redevelopment Area; and

**WHEREAS**, the Entity is the owner of certain property within the Redevelopment Area identified on the tax maps of the Township as Block 16.01, Lot 32 and identified in the Township tax records as 7 Parker Avenue West, Maplewood, New Jersey 07040 (the “Property”, as further described at the metes and bounds description attached hereto as **Exhibit A**); and

**WHEREAS**, the Entity proposes to develop, finance, construct and implement on the Property a four-story building with forty-six (46) residential units (comprised of four one-bedroom market rate units, fourteen one-bedroom market rate units with dens, eight two-bedroom market rate units, thirteen two-bedroom market rate units with dens, five two-bedroom affordable units, and two three-bedroom affordable units) across three levels, and sixty-five (65) parking spaces located on the ground floor of the building, along with certain other on-site and off-site improvements (collectively, and as further described herein, the “Project”); and

**WHEREAS**, as of the date of execution hereof, the Township and the Entity have entered into a redevelopment agreement (the “Redevelopment Agreement”) setting forth the terms and conditions of the redevelopment of the Property; and

**WHEREAS**, in order to improve the feasibility of the Project, the Entity made application to the Township (the “Application”) requesting a long-term tax exemption and financial agreement with respect to the Property pursuant to the Exemption Law, which Application is on file with the Township Clerk; and

**WHEREAS**, the Entity has represented to the Township that due to the cost of environmental remediation on site and the cost of off-site improvements, among other factors, the Project would not be feasible in its intended scope but for the provision of financial assistance by the Township; and

**WHEREAS**, the Township determined that the assistance provided to the Project pursuant to the Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance; and

**WHEREAS**, after review of the Application, the Mayor recommended that the Application be approved; and

**WHEREAS** by Ordinance # [\_\_\_\_\_] adopted by the Governing Body on [\_\_\_\_\_] 2023, the Governing Body approved the execution of this Financial Agreement; and

**WHEREAS**, pursuant to this Financial Agreement, the Township and the Entity desire to set forth in detail their mutual rights and obligations with respect to the Tax Exemption; and

**WHEREAS**, the Governing Body has reviewed the Application and has made the following findings:

A. **Benefits of Project v. Costs.**

i. The development and construction of the Project as set forth in the Redevelopment Agreement and the Redevelopment Plan will be beneficial to the overall community; the Project will result in the environmental remediation of the Property and bring new housing opportunities, including affordable housing opportunities, to the Township; the Project will achieve the goals and objectives of the Redevelopment Plan; the Project will help revitalize the Redevelopment Area and will improve the quality of life for the community; and the Project will serve as a catalyst for further private investment in areas surrounding the Property and will enhance the economic development of the Township.

ii. It is anticipated that the development of the Project will create approximately 80 construction jobs over the duration of the construction of the Project, as well as 1 full-time permanent jobs in connection with the operation of the Project.

iii. In 2021, the Property generated approximately \$40,000 in total real estate taxes to all government units, of which approximately \$11,000 was allocated to the Township. Pursuant to this Financial Agreement, the Project is projected to generate municipal revenue of approximately \$140,000 annually at stabilization and more than \$7 million over the term of this Agreement. The Township has determined that the benefits to the Township accruing as a result of the Project, including the revitalization of the Redevelopment Area, the environmental remediation, off-site improvements undertaken by the Entity, the production of affordable housing units, and the generation of jobs as described above, will substantially outweigh any costs to the Township resulting from the long term tax exemption granted herein.

**B. Importance of Long Term Tax Exemption.**

The Governing Body's approval of the Long Term Tax Exemption set forth herein is essential to the success of this Project because:

i. The benefit of the Long Term Tax Exemption will partially offset the costs to environmentally remediate the Property, and to provide off-site improvements which will benefit both the Project and the surrounding community.

ii. The relative stability and predictability of the Annual Service Charge associated with the Project will make it more attractive to financial institutions whose participation is necessary in order to finance the Project.

iii. The relative stability and predictability of the Annual Service Charge will allow the Entity to offer competitive rents for both the market rate and affordable units while providing a high level of maintenance and finishes for the Project,

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the Parties to this Agreement mutually covenant and agree as follows:

**ARTICLE I - GENERAL PROVISIONS**

**Section 1.1 Governing Law**

This Financial Agreement shall be governed by the provisions of the Exemption Law, the Redevelopment Law, the Ordinance, and all other Applicable Laws, as defined below. It is expressly understood and agreed that the Township relied upon the facts, data, and representations contained in the Application in its granting of the Tax Exemption and the Application is hereby incorporated into this Financial Agreement by reference.

## Section 1.2 General Definitions and Construction

The recitals and Exhibit to this Agreement are hereby incorporated by reference herein as if set forth at length. Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms and phrases shall have the following respective meanings:

- i. **Administrative Fee** – Shall have the meaning specified in Section 4.8 hereof.
- ii. **Agreement or Financial Agreement** – Shall have the meaning specified in the preamble hereof.
- iii. **Allowable Net Profit** – Shall mean the amount arrived at by applying the Allowable Profit Rate pursuant to the Section 3(c) of the Exemption Law.
- iv. **Allowable Profit Rate** – Shall be as set forth at Section 3(b) of the Exemption Law.
- v. **Annual Gross Revenue (also referred to as “AGR”)** – Shall mean the annual gross revenue of the Entity. This shall mean all revenues without limitation or set-off, and Annual Gross Revenue shall include, but not be limited to: (a) all rental income that would normally be payable to a landlord in the case where the landlord is responsible to pay all costs of operations and maintenance as well as to pay the full cost of the capital required to construct the Project; and (b) all other income received by the Entity. To the extent that the actual revenues collected by the Entity are less than such amount, due to any reason including without limitation, the payment of expenses by tenants that would normally be paid by the landlord, such as insurance, taxes and or maintenance or the existence of an intermediate entity between the Entity and any tenant, but specifically excluding reductions in revenue due to vacancies within the Project, the Township shall have the right, at its sole discretion, to recalculate the amount that the revenues would have been, without such issues and to utilize the results of its recalculations in all determinations of Annual Service Charges. The provisions of Section 3(a) of the Exemption Law are incorporated herein by reference.
- vi. **Annual Service Charge (also referred to as the “ASC”)** – Shall mean the total annual amount that the Entity has agreed to pay the Township for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements and the Land pursuant to the Exemption Law. The ASC shall be calculated pursuant to Article IV hereof.
- vii. **Annual Audited Statement** - Shall mean a complete financial statement outlining the financial status of the Project, which shall also include, among other things, a computation of Net Profit, Allowable Net Profit, and Annual Gross Revenue, prepared annually by the Entity’s certified public accountant, who shall be licensed to practice that profession in the State of New Jersey. The contents of each Annual Audited Statement shall be prepared in conformity with generally accepted

accounting principles, the Exemption Law, and this Financial Agreement.

- viii. **Applicable Law**: Shall mean any and all federal, state and local laws, rules, regulations, rulings, court orders, statutes and ordinances applicable to the Project, the Redevelopment Area and the Tax Exemption.
- ix. **Application** – Shall have the meaning specified in the recitals to this Financial Agreement.
- x. **ASC Commencement Date** – Shall mean the date that all or a portion of the Project has reached Substantial Completion.
- xi. **Certificate of Occupancy** – Shall mean a temporary or permanent certificate of occupancy issued by the appropriate Township official, pursuant to N.J.S.A. 52:27D-133, authorizing the occupancy of a building or any portion thereof.
- xii. **Days** - Shall mean calendar days.
- xiii. **Default** – Shall mean a breach or failure of the Entity to perform any obligation imposed by the terms of this Financial Agreement, or under the Exemption Law, beyond any applicable grace or cure periods set forth in this Financial Agreement.
- xiv. **Effective Date** – Shall mean the date that this Agreement has been executed by both Parties..
- xv. **Entity** – Shall mean the entity specified in the preamble of this Financial Agreement, which shall be qualified as an urban renewal entity under the Exemption Law. Unless the context provides otherwise, it shall also include any permitted Transferee, which shall also be qualified as an urban renewal entity under the Exemption Law as set forth in Section 8.1 hereof.
- xvi. **Excess Net Profits** – Shall mean the amount of Net Profit that exceeds the Allowable Net Profit for the applicable accounting period as determined in accordance with the Exemption Law.
- xvii. **Exemption Law** - Shall have the meaning specified in the preamble of this Financial Agreement.
- xviii. **Exemption Term** – The period beginning on the ASC Commencement Date and ending on the Termination Date.
- xix. **Existing Improvements** – Shall have the meaning specified in Section 4.9 of this Financial Agreement.
- xx. **Governing Body**- Shall have the meaning specified in the preamble of this Financial Agreement.

- xxi. **Improvements** - Shall mean any building, structure or fixture permanently affixed to the Property to be constructed and exempted under this Agreement.
- xxii. **Land Taxes** – Shall mean the amount of real estate taxes levied on the Property, exclusive of any Improvements related thereto.
- xxiii. **Lease Up Expiration**- Shall mean the expiration of the Lease Up Period twelve (12) months after Substantial Completion of the Project.
- xxiv. **Lease Up Period**- Shall mean the period of time, beginning on the date of Substantial Completion of the Project and ending on the date of the Lease Up Expiration.
- xxv. **Long Term Tax Exemption** – Shall mean the tax exemption granted in accordance with the Exemption Law pursuant to this Financial Agreement.
- xxvi. **Minimum ASC** – For the Lease Up Period, shall mean the amount of the total taxes levied against the Property in the last full tax year in which the Property was subject to taxation. Upon Lease Up Expiration, it shall mean \$100,000, which shall increase two percent (2%) per year.
- xxvii. **Net Profit** – Shall mean Annual Gross Revenue less all operating and non-operating expenses and costs of the Entity, all determined in accordance with generally accepted accounting principles and the provisions of the Exemption Law.
- xxviii. **Ordinance** – Shall have the meaning specified in the recitals to this Financial Agreement.
- xxix. **Party or Parties** – Shall have the meaning specified in the preamble of this Financial Agreement.
- xxx. **Payment Default** – Shall have the meaning specified in the Section 5.3 of this Financial Agreement.
- xxxi. **Project** - Shall have the meaning specified in the recitals to this Financial Agreement.
- xxxii. **Property** – Shall have the meaning specified in the recitals to this Financial Agreement.
- xxxiii. **Redevelopment Area** – Shall have the meaning specified in the recitals to this Financial Agreement.
- xxxiv. **Redevelopment Agreement** - Shall have the meaning specified in the recitals to this Financial Agreement.

- xxxv. **Redevelopment Law** – Shall have the meaning defined in the recitals to this Financial Agreement.
- xxxvi. **Redevelopment Plan** – Shall have the meaning defined in the recitals to this Financial Agreement.
- xxxvii. **Rental Units** – Shall mean a unit of space within the Project designed to be used as a residence and made available for rent to the public.
- xxxviii. **Secured Party or Secured Parties** – Shall have the meaning defined in Section 8.3(a) of this Financial Agreement.
- xxxix. **Security Arrangements** – Shall have the meaning defined in Section 8.3(a) of this Financial Agreement.
- xl. **Substantial Completion** – Shall mean the date that the Project is ready for its intended use. Issuance of any Certificate of Occupancy shall be conclusive proof that the Project has reached Substantial Completion.
- xli. **Tenant** – Shall mean any tenant of the Rental Units.
- xlii. **Termination Date** – Shall mean the earlier to occur of (i) the thirty-fifth (35<sup>th</sup>) anniversary of the execution of this Agreement by both Parties; (ii) the thirtieth (30<sup>th</sup>) anniversary date of the ASC Commencement Date; or (iii) such other date as this Financial Agreement may terminate pursuant to the terms hereof or pursuant to Applicable Law.
- xliii. **Total Project Cost** – Shall mean the total cost of developing the Project, as calculated in accordance with Section 3(h) of the Exemption Law.
- xliv. **Township** – Shall have the meaning specified in the preamble of this Financial Agreement.
- xlv. **Transfer** – Shall have the meaning specified in Section 8.1 of this Financial Agreement.
- xlvi. **Transferee** – Shall have the meaning specified in Section 8.1 of this Financial Agreement.

## **ARTICLE II - PROJECT AND PROPERTY**

### **Section 2.1. Township’s Findings**

Pursuant to the Exemption Law, the Township finds that the Tax Exemption granted pursuant to this Financial Agreement will benefit the Township and the community by assuring the success of the redevelopment of the Property, which exhibits the statutorily recognized redevelopment criteria. The benefits of granting the Tax Exemption will substantially outweigh



the costs, if any, associated with the Tax Exemption. The Tax Exemption is important to the Township and the Entity because without the incentive of the Tax Exemption, it is unlikely that the Project would be undertaken in its intended scope. The Tax Exemption will offset the costs of the environmental remediation of the Property and the costs of off-site improvements which will benefit both the Project and the surrounding community. The Tax Exemption is expected to attract future occupants to the Project by way of competitive rents for both the market rate and affordable units, and it will help to offset the costs of developing and constructing the Project. It is anticipated that the development of the Project will create approximately 80 construction jobs over the duration of the construction of the Project, as well as 1 full-time permanent jobs in connection with the operation of the Project. In addition, in 2021, the Property generated approximately \$40,000 in total real estate taxes to all government units, of which the Township received approximately \$11,000. Pursuant to this Financial Agreement, the Project is projected to generate municipal revenue of approximately \$140,000 annually at stabilization and more than \$7 million over the term of this Agreement. The Township has determined that the benefits to the Township accruing as a result of the Project, including the revitalization of the Redevelopment Area, the environmental remediation of the Property, the provision of off-site improvements, the production of new housing opportunities within the Township, including affordable housing opportunities, and the generation of jobs as described above, will substantially outweigh any costs to the Township resulting from the long term tax exemption granted herein.

## **Section 2.2 Approval of Agreement**

The Township hereby approves a Tax Exemption for the Project and the underlying Land, which Project is to be constructed and maintained on the Property in accordance with the Redevelopment Agreement, the terms and conditions set forth herein, the provisions of the Exemption Law, and other Applicable Law.

## **Section 2.3 Approval of the Entity**

The Township hereby approves of the Entity in reliance upon the Entity's representation that its Certificate of Formation attached to the Application contains all the requisite provisions of law, has been reviewed and approved by the Commissioner of the Department of Community Affairs, and has been filed with, as appropriate, the Department of Treasury, all in accordance with N.J.S.A. 40A:20-5.

## **Section 2.4 Redevelopment of the Property**

The Entity represents and agrees that it will develop and construct the Project in accordance with the terms of the Redevelopment Agreement and the Redevelopment Plan. The Entity agrees and acknowledges that any default by the Entity under the Redevelopment Agreement shall constitute a default under this Financial Agreement

## **Section 2.5 Entity's Relationship to Property**

The Entity is the owner of the Property. This Financial Agreement will be recorded against the Property, and become effective relative thereto..

## ARTICLE III – OWNERSHIP, MANAGEMENT AND CONTROL

### **Section 3.1 Entity’s Representations, Warranties and Covenants**

(a) The Entity represents that it shall remain the fee title owner of the Property throughout the development and construction of same, subject to Transfers that are in accordance with Section 8.1 hereof and the terms of the Redevelopment Agreement.

(b) To the extent not otherwise set forth herein, those items required by N.J.S.A. 40A:20-9 to be included in this Financial Agreement are set forth in the Application, which is incorporated herein as if set forth at length, and the Entity represents and warranties as to the accuracy of the contents thereof.

## ARTICLE IV- TAX EXEMPTION

### **Section 4.1 Duration of Tax Exemption**

The Land and Improvements proposed for development and construction within the Project shall be exempt from taxation during the Exemption Term.

### **Section 4.2 Calculation of Annual Service Charge**

(a) In consideration of the exemption from conventional real estate taxation permitted by this Agreement, the Entity shall make payment to the Township of an Annual Service Charge for municipal services supplied to the Project. The Annual Service Charge shall be calculated as follows:

i. From the ASC Commencement Date until the last day of the tenth (10<sup>th</sup>) year of the Exemption Term, the Annual Service Charge shall be the greater of: (a) the Minimum ASC; or (b) an amount equal to ten percent (10%) of Annual Gross Revenue.

ii. From the first (1<sup>st</sup>) day of the eleventh (11<sup>th</sup>) year following the ASC Commencement Date until the last day of the fifteenth (15<sup>th</sup>) year of the Exemption Term, the Annual Service Charge shall be the greater of: (a) the Minimum ASC; or (b) an amount equal to eleven percent (11%) of Annual Gross Revenue.

iii. From the first (1<sup>st</sup>) day of the sixteenth (16<sup>th</sup>) year following the ASC Commencement Date until the last day of the twentieth (20<sup>th</sup>) year of the Exemption Term, the Annual Service Charge shall be the greater of: (a) the Minimum ASC; or (b) an amount equal to twelve percent (12%) of Annual Gross Revenue; or (c) an amount equal to twenty percent (20%) of conventional taxes otherwise due on the Land and the Improvements.

iv. From the first (1<sup>st</sup>) day of the twenty-first (21<sup>st</sup>) year following the ASC Commencement Date until the last day of the twenty-fifth (25<sup>th</sup>) year of the Exemption Term, the Annual Service Charge shall be the greater of: (a) the Minimum ASC; or (b) an amount equal to

thirteen percent (13%) of Annual Gross Revenue; or (c) an amount equal to forty percent (40%) of conventional taxes otherwise due on the Land and the Improvements.

v. From the first (1<sup>st</sup>) day of the twenty-sixth (26<sup>th</sup>) year following the ASC Commencement Date until the last day of the twenty-eighth (28<sup>th</sup>) year of the Exemption Term, the Annual Service Charge shall be the greater of: (a) the Minimum ASC; (b) an amount equal to thirteen percent (13%) of Annual Gross Revenue; or (c) an amount equal to sixty percent (60%) of conventional taxes otherwise due on the Land and the Improvements.

vi. From the first (1<sup>st</sup>) day of the twenty-ninth (29<sup>th</sup>) year following the ASC Commencement Date until the last day of the thirty (30<sup>th</sup>) year of the Exemption Term, the Annual Service Charge shall be the greater of: (a) the Minimum ASC; (b) an amount equal to thirteen percent (13%) of Annual Gross Revenue; or (c) an amount equal to eighty percent (80%) of conventional taxes otherwise due on the Land and the Improvements.

(b) Pursuant to N.J.S.A. 40A:20-12, the ASC shall be paid in quarterly installments on those dates when real estate tax payments are due, subject to adjustment for overpayment or underpayment within forty-five (45) days after the close of each calendar year. In the event that the Entity, or any successor in interest of the Entity, fails to so pay, the amount unpaid shall bear the rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

#### **Section 4.3 Minimum ASC**

Notwithstanding anything to the contrary in this Financial Agreement, including, without limitation, Section 4.2 hereof, the Annual Service Charge for the Project in any year shall not be less than the Minimum ASC.

#### **Section 4.4 Land Taxes**

So long as there is compliance with the Exemption Law and this Agreement, it is understood and agreed by the parties hereto that all Improvements made in the redevelopment of the Property, and, in accordance with N.J.S.A. 40A:20-12, the Land comprising the Property shall be fully exempt from taxation in accordance with the provisions of the Exemption Law and in the manner provided by this Agreement, from the ASC Commencement Date until the Termination Date; and further provided that the tax exemption and this Agreement shall continue in force only while the Project is owned by an urban renewal entity formed and qualified pursuant the Exemption Law.

#### **Section 4.5 Intentionally Omitted.**

#### **Section 4.6 Rights and Obligations Related to Long Term Tax Exemption**

(a) All Annual Service Charge or Minimum ASC payments, as the case may be, made pursuant to this Financial Agreement shall be in lieu of taxes and the Township shall have the rights and remedies of tax enforcement granted to a municipality by Applicable Law, including those of in rem tax foreclosure pursuant to N.J.S.A. 54:5-1, just as if said payments constituted

regular real property tax obligations on other real properties within the Township.

(b) If the ASC Commencement Date occurs on a date other than the last day of a quarter, the amount of the Annual Service Charge for such period shall be pro-rated for such quarter.

#### **Section 4.7 Remittance to County**

The Township shall remit to the County of Essex five percent (5%) of the Annual Service Charge received from the Entity, pursuant to N.J.S.A. 40A:20-12(b)(2)(e).

#### **Section 4.8 Administrative Fee**

The Entity agrees that the Entity shall pay to the Township a fee of two percent (2%) of the Annual Service Charge as an administrative fee (the “Administrative Fee”) to be paid quarterly with the Annual Service Charge for the term of this Agreement. For purposes of enforcement of collections only, such payments shall be considered to be an additional part of the Annual Service Charge.

#### **Section 4.9 Payments During Construction**

The parties agree that conventional property taxes are due from time to time in accordance with Applicable Law prior to the ASC Commencement Date. During construction, the Entity shall pay Land Taxes and conventional taxes on any existing improvements on the Property (the “Existing Improvements”).

### **ARTICLE V- DISPUTE RESOLUTION**

#### **Section 5.1 Agreement to Arbitrate**

Other than with respect to a Payment Default, if the Township or the Entity breaches this Financial Agreement, or a dispute arises between the Parties regarding the terms and provisions set forth herein, then the Parties shall submit the dispute to the American Arbitration Association in the State of New Jersey, to be resolved in accordance with its rules and regulations in such fashion as to accomplish the purposes of the Exemption Law and this Financial Agreement. The costs of arbitration shall be borne equally by the Parties involved in the arbitration. The costs of filing shall be borne by the party making the filing. Each party shall bear its own legal fees. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction. Notwithstanding anything to the contrary set forth in this Agreement, and in accordance with Section 4.6(a), above, the Township shall be entitled to collect any overdue payments of Annual Service Charge and Administrative Fees in the same manner as it collects overdue payments of generally applicable real estate taxes, and shall not be required to submit such matters to arbitration.

#### **Section 5.2 Covenant to Make Payments**

The Entity agrees that the timely payment of the Land Taxes, the Administrative Fee, and

the Annual Service Charge (or the Minimum ASC, as the case may be) to the Township, as well as continued compliance with the Applicable Laws, are material conditions of this Financial Agreement. The failure to make any of the aforesaid payments in timely fashion shall constitute both a breach of this Financial Agreement and a tax payment delinquency under Applicable Law.

### **Section 5.3 Notification of Breach Required**

Other than with respect to the nonpayment or late payment of all or a portion of Land Taxes, the Administrative Fee, Annual Service Charge or Minimum ASC (any of the foregoing a “Payment Default”), the Township shall notify the Entity in writing of any breach relating to the terms of this Financial Agreement. If the Entity fails to cure a Payment Default within ten (10) days of its occurrence, or a breach identified within thirty (30) Days after notice thereof, or within any additional periods to which the Parties may agree to, in writing, the Township may move to invalidate the Tax Exemption upon thirty (30) Days final written notice to the Entity, which shall inform the Entity that the Tax Exemption shall terminate due to the breach of the terms of this Financial Agreement. With respect to defaults other than Payment Defaults, the Township shall not unreasonably refuse to grant a reasonable extension of the cure period, not to exceed ninety (90) days after the Notice.

### **Section 5.4 Township’s Remedies Upon Default**

The Township’s remedies upon its declaration of default shall be cumulative and concurrent. No determination under this Financial Agreement shall deprive the Township of its right to proceed against the Entity for the nonpayment of all or a portion of the applicable Land Taxes, Administrative Fee, Minimum ASC or Annual Service Charge, as the case may be, including any arrearage that would accrue in the absence of such determination.

### **Section 5.5 Force Majeure**

Neither Party shall be liable to the other for failure to perform its obligations under this Agreement due to causes that are beyond the reasonable control and not substantially due to the fault or negligence of the party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, declarations of public emergency; acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods); acts of the public enemy; acts of terrorism; acts of war; fire; epidemics; quarantine restrictions; blackouts, power failures, or energy shortages; governmental embargoes; strikes or similar labor action by equipment or material suppliers or transporters, or unavailability of necessary building materials. Notwithstanding the foregoing, the payment of the Administrative Fee, Land Taxes, Annual Service Charge and Minimum ASC are Material Conditions of this Agreement which shall not be excused by the occurrence of a Force Majeure event.

## **ARTICLE VI- LIMITATION ON PROFITS**

### **Section 6.1 Entity's Covenant of Limitation on Profits**

During the Exemption Term, the Entity's profits shall be limited, according to the provisions of the Exemption Law and the definitions set forth therein. In accordance with Section 15 of the Exemption Law, for any period, taken as one accounting period, commencing on the ASC Commencement Date, and terminating at the end of the last full fiscal year of the Exemption Term, in which the Entity's Net Profits exceed the Allowable Net Profit, the Excess Net Profits shall be paid to the Township as an additional Annual Service Charge within One Hundred Twenty (120) Days of the close of the Entity's fiscal year.

## **ARTICLE VII- TERMINATION OF AGREEMENT AND INSPECTIONS**

### **Section 7.1 Voluntary Termination of the Financial Agreement by Entity**

Pursuant to the Exemption Law, the Entity or any Transferee may at any time after the expiration of one (1) year from the ASC Commencement Date, notify the Township that, as of a certain date designated in the notice, it relinquishes its status as an urban renewal entity under the Exemption Law and that the Entity, or Transferee, has obtained the consent of the Commissioner of the Department of Community Affairs, if required by Applicable Law. As of that date, all of the obligations and requirements contained in this Financial Agreement shall terminate. Notwithstanding the foregoing, such relinquishment shall not impact the obligation of the Entity or the Transferee, as applicable, to make payment of any Administrative Fee, Land Taxes, Annual Service Charge, or Minimum ASC that has accrued up to and including the date of Termination, or the obligation of the Entity or the Transferee, as applicable, to perform the final accounting required by the Exemption Law and Section 7.2 below.

### **Section 7.2 Termination and Final Accounting**

Within Ninety (90) Days after the Termination Date, whether by affirmative action of the Entity or by virtue of the provisions of the Applicable Law or pursuant to the terms of this Financial Agreement, the Entity shall provide a final accounting and pay to the Township the reserve, if any, pursuant to N.J.S.A. 40A:20-15, as well as any Excess Net Profits, if any payable as of that date. For purposes of rendering a final accounting, the termination of the Financial Agreement shall be deemed to be the end of the fiscal year for the Entity.

### **Section 7.3 Taxes After Termination Date**

After the Termination Date, the Long Term Tax Exemption shall expire, and the Land and the Improvements constructed thereupon shall thereafter be assessed and conventionally taxed according to Applicable Law as other real property in the Township.

### **Section 7.4 Rights of Inspection**

Pursuant to a written request, the Entity shall authorize the Township or its representatives

to examine the Entity's contracts, records and documents, related to the Project. Such examination shall be made during reasonable business hours, in the presence of a member or agent of the Entity. The Parties agree that ten (10) days written notice shall constitute a reasonable request for inspection. All costs incurred by the Township to conduct such inspections and/or audits, including reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the Township as an additional part of the Entity's Annual Service Charge.

Notwithstanding the foregoing, inspections made by Township officials in the ordinary course of business (e.g., building inspections, fire inspections, etc.) shall not be subject to this paragraph, and no prior notice or request shall be required for such inspections.

## **ARTICLE VIII- SALE OR LEASE OF PROJECT**

### **Section 8.1 Conveyance of Project**

As permitted in N.J.S.A. 40A:20-10, it is understood and agreed that the Township, upon written application by the Entity, will consent to a sale of the Project to another urban renewal entity, qualified and organized under the Exemption Law (hereinafter referred to as a "Transferee"), provided that: (a) in the event that the Project shall not have been completed, the Transferee shall have demonstrated to the reasonable satisfaction of the Township that such Transferee possesses the experience and capitalization to complete the Project; (b) such Transferee owns no other project subject to the Exemption Law at the time of the transfer, (c) the Entity is not then in Default of this Agreement, the Redevelopment Agreement, or Applicable Law, and (d) the Transferee assumes the Entity's obligations under this Financial Agreement, and further provided however that any such Transfer shall comply with the provisions of the Redevelopment Agreement, to the extent that such provisions apply at the time of Transfer. Upon a Transferee's assumption of the Entity's obligations under this Financial Agreement, the Tax Exemption shall continue to the benefit of the Transferee. The lease of any Rental Unit to a third-party end user is expressly permitted hereunder and shall not constitute a Transfer for purposes of this Section 8.1.

The Entity hereby agrees and acknowledges that any transfer of an interest in the Entity or the Property which constitutes an effective conveyance of the Project (by way of example, and not by way of limitation, the sale of all or a majority of the ownership interest in the Entity, or a lease of the entirety of the Project) shall also constitute a Transfer for the purposes of this Agreement, and shall require Township approval in accordance with this Section.

Where the consent or approval of the Township is sought in accordance with this Section, the Entity shall be required to pay to the Township a fee of 2% of the Annual Service Charge due in the year in which the Transfer is sought. If the Transfer is sought in a year in which the Annual Service Charge shall not have yet commenced, the fee shall be equal to 2% of the first year Annual Service Charge as estimated in the Application.

### **Section 8.2 Obligations of Entity and Transferee After Conveyance**

If the Entity Transfers the Project to a Transferee pursuant to Section 8.1 hereof, then the

Entity shall be absolutely discharged from any further obligations regarding the Project and shall be qualified to undertake another project pursuant to the Exemption Law. Within ninety (90) Days after the date of a Transfer, the Entity shall pay to the Township any Excess Net Profits payable to the Township pursuant to this Financial Agreement and the Exemption Law.

### **Section 8.3 Collateral Assignment**

It is expressly understood and agreed that the Entity has the right, to the extent permitted by the Exemption Law and the Redevelopment Agreement, to encumber and/or assign the fee title to the Property and/or Improvements for purposes of (i) financing the design, development and construction of the Project and (ii) permanent mortgage financing.

(a) The Township acknowledges that the Entity and/or its affiliates intend to obtain secured financing in connection with the acquisition, development and construction of the Project. The Township agrees that the Entity and or its affiliates may, subject to compliance with the Redevelopment Agreement (if still in effect), and the Exemption Law, assign, pledge, hypothecate or otherwise transfer its rights under this Agreement and/or its interest in the Project to one or more secured parties or any agents therefore (each, a “Secured Party” and collectively, the “Secured Parties”) as security for obligations of the Entity, and/or its affiliates, incurred in connection with such secured financing (collectively, the “Security Arrangements”). The Entity shall give the Township written notice of any such Security Arrangements, together with the name and address of the Secured Party or Secured Parties. Failure to provide such Notice waives any requirement of the Township hereunder to provide any notice of Default or notice of intent to enforce its remedies under this Agreement.

(b) If the Entity shall Default in any of its obligations hereunder, the Township shall give written notice of such Default to the Secured Parties and the Township agrees that, in the event such Default is not waived by the Township or cured by the Entity, its assignee, designee or successor, within the period provided for herein, before exercising any remedy against the Entity hereunder, the Township will provide the Secured Parties not less than fifteen (15) days from the date of such written notice to the Secured Parties with regard to a Payment Default by the Entity, and ninety (90) days from the date the Entity was required to cure any other Default.

(c) To the extent permitted by the Exemption Law, and subject to the Entity’s compliance with the Redevelopment Agreement (if still in effect), in the absence of a Default by the Entity, the Township agrees to consent to any collateral assignment by the Entity to any Secured Party or Secured Parties of its interests in this Agreement and to permit each Secured Party to enforce its rights hereunder and under the applicable Security Arrangement and shall, upon request of the Secured Party, execute such documents as are typically requested by secured parties to acknowledge such consent. This provision shall not be construed to limit the Township’s right to payment from the Entity, nor shall the priority of such payments be affected by the Secured Party exercising its rights under any applicable Security Arrangement.



## **ARTICLE IX- ENTITY'S COVENANTS AND REPRESENTATIONS**

### **Section 9.1 Management and Operation**

Subject to its right to Transfer pursuant to Section 8.1 of this Financial Agreement, the Entity represents and covenants that it will own and operate the Project. The Entity shall be free to enter into leases for the Rental Units with third party end users without the consent of the Township.

### **Section 9.2 Computation of Gross Revenue**

The Entity shall calculate the Annual Gross Revenue in accordance with the Exemption Law and this Financial Agreement, and the computation of Annual Gross Revenue shall be shown on the Entity's Annual Audit Statement.

### **Section 9.3 Annual Audit Report**

For so long as the Entity owns the Project and within ninety (90) Days after the close of each fiscal or calendar year (depending on the Entity's accounting basis) that this Financial Agreement shall continue in effect, the Entity shall submit to the Mayor of the Township and the Governing Body, its Annual Audited Statement for the preceding fiscal or calendar year in accordance with the Exemption Law. The report shall clearly identify and calculate the Net Profit for the Entity during the previous fiscal year. The Entity assumes all costs associated with preparation of the Annual Audited Statements.

### **Section 9.4 Total Project Cost Audit**

Within one hundred and twenty (120) days after a final Certificate of Occupancy is issued for the Project, the Entity shall submit to the Mayor and Governing Body an audit of Total Project Cost certified as to actual construction costs by the Entity's architect.

## **ARTICLE X - MISCELLANEOUS PROVISIONS**

### **Section 10.1 Governing Law**

This Financial Agreement shall be governed by the provisions of Applicable Law, including, but not limited to, the Exemption Law.

### **Section 10.2 Oral Representation**

Neither Party hereto has made any oral representation that is not contained in this Financial Agreement. This Financial Agreement and the Application, including all of the Exhibits attached and annexed thereto, constitute the entire Financial Agreement by and between the Parties.

### **Section 10.3 Modification**

There shall be no modification of this Financial Agreement except by a written instrument executed by and between both Parties.

**Section 10.4 Notices**

All notices required hereunder shall be sent by certified mail, return receipt requested, or by recognized overnight courier, with proof of delivery, addressed as follows:

a) When sent by the Township to the Entity:

7 Parker W Urban Renewal LLC  
63 Maplewood Ave  
Maplewood, NJ 07040

With a copy to:

Chiesa, Shahinian & Giantomasi, P.C.  
One Boland Drive  
West Orange, New Jersey 07052  
Attn: Thomas S. Trautner, Esq.

And to:

Any Secured Party as may be required in accordance with Section 8.3 hereof.

b) When sent by the Entity to the Township:

Township of Maplewood  
574 Valley Street  
Maplewood, New Jersey 07040  
Attn: Mayor Dean Dafis

With a copy to:

Township of Maplewood  
574 Valley Street  
Maplewood, New Jersey 07040  
Attn: Township Attorney Roger J. Desiderio, Esq.

And to:

Jennifer L. Credidio, Esq.  
McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue, 2nd Floor  
Roseland, New Jersey 07068

Any notice given by an attorney for a party shall be effective for all purposes.

### **Section 10.5 Severability**

If any term, covenant or condition of this Financial Agreement shall be judicially declared to be invalid or unenforceable, the remainder of this Financial Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Financial Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law. If any portion of this Financial Agreement shall be judicially declared to be invalid and unenforceable and provided that a default has not been declared pursuant to this Financial Agreement, the Parties shall cooperate with each other to take the actions reasonably required to restore the Financial Agreement in a manner contemplated by the Parties, including, but not limited to, the authorization and amendment of this Financial Agreement in a form reasonably drafted to effectuate the original intent of the Parties.

### **Section 10.6 Good Faith**

The Entity and the Township agree to act in good faith in all of their dealings with each other.

### **Section 10.7 Certification**

The Township Clerk shall certify to the Township Tax Assessor, pursuant to the Exemption Law, that this Financial Agreement entered into by the Township and the Entity has been entered into and is in effect pursuant to the Exemption Law. The delivery by the Township Clerk to the Township Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon the delivery of the certification as required hereunder, the Township Tax Assessor shall implement the Tax Exemption and continue to enforce the Tax Exemption without further certification by the Township Clerk until the Termination Date.

Further, within ten (10) days of the execution of this Financial Agreement, the Township Clerk shall provide a copy of the Financial Agreement and the Ordinance authorizing the same to the Essex County Counsel and the Essex County Chief Financial Officer for informational purposes in accordance with P.L. 2015, c. 247, Section 1, as codified in N.J.S.A. 40A:20-12.

### **Section 10.8 Recording**

This Agreement, or a memorandum of this Agreement, may be filed and recorded with the Essex County Register, and same may be discharged by the Entity or the Township upon the Termination Date.

### **Section 10.9 Counterparts**

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*[Signature Page Follows]*





**EXHIBIT A TO FINANCIAL AGREEMENT**

**PROPERTY DESCRIPTION**

# TOWNSHIP OF MAPLEWOOD



## RESOLUTION NO. 114-23

### RESOLUTION

#### **RESOLUTION DESIGNATING 7 PARKER W URBAN RENEWAL LLC AS REDEVELOPER OF PROPERTY IDENTIFIED AS BLOCK 16.01, LOT 32 (7 PARKER AVENUE WEST) IN THE TOWNSHIP OF MAPLEWOOD AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT IN CONNECTION THEREWITH**

**WHEREAS**, the Township of Maplewood, in the County of Essex, New Jersey (the “**Township**”), a public body corporate and politic of the State of New Jersey, is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”) to determine whether certain parcels of land within the Township constitute an area in need of rehabilitation or an area in need of redevelopment; and

**WHEREAS**, in accordance with the Redevelopment Law, the Mayor and Governing Body of the Township (the “**Governing Body**”) adopted Resolution 316-21 designating Block 16.01, Lot 32 on the tax map of the Township, commonly known as 7 Parker Avenue West, as an area in need of redevelopment (the “**Redevelopment Area**”) and

**WHEREAS**, on September 20, 2022, by Ordinance # 3068-22, the Governing Body adopted a redevelopment plan entitled the “Redevelopment Plan for 7 Parker Avenue West” for the Redevelopment Area (the “**Redevelopment Plan**”); and

**WHEREAS**, pursuant to N.J.S.A. 40A:12-4, the Governing Body is acting as the “redevelopment entity” (as such term is defined at N.J.S.A. 40A:12A-3 of the Redevelopment Law) for the Redevelopment Area; and

**WHEREAS**, 7 Parker W Urban Renewal LLC is the owner of the Redevelopment Area and proposes to redevelop the same (the “**Property**”); and

**WHEREAS**, the Redeveloper proposes to develop, finance, construct and implement on the Property a four-story building with forty-six (46) residential units (comprised of four one-bedroom market rate units, fourteen one-bedroom market rate units with dens, eight two-bedroom market rate units, thirteen two-bedroom market rate units with dens, five two-bedroom affordable units, and two three-bedroom affordable units) across three levels, and fifty-eight (58) parking



spaces located on the ground floor of the building, along with certain other on-site and off-site improvements (collectively, the “Project”); and

**WHEREAS**, the Township has determined that the Redeveloper possesses the proper qualifications and experience to implement and complete the Project in accordance with the Redevelopment Plan, and all other applicable laws, ordinances, and regulations; and

**WHEREAS**, in order to effectuate the Redevelopment Plan, the Project and the redevelopment of the Property, the Committee has determined to enter into a redevelopment agreement with the Redeveloper (the “**Redevelopment Agreement**”), which establishes Redeveloper as the “redeveloper” of the Project, as that term is defined in the Redevelopment Law, and which specifies the respective rights and responsibilities of the Township and the Redeveloper with respect to the Project.

**NOW THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey that:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Mayor is hereby authorized to execute the Redevelopment Agreement, substantially in the form attached hereto as Exhibit A, subject to modification or revision deemed necessary and appropriate in consultation with counsel, and to take all other necessary and appropriate action to effectuate such Redevelopment Agreement.
3. The Municipal Clerk is hereby authorized and directed, upon the execution of the Redevelopment Agreement in accordance with the terms hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.
4. Upon execution of the Redevelopment Agreement, and so long as the Redevelopment Agreement remains in full force and effect, the Redeveloper is hereby designated as "redeveloper" for the Project in accordance with the Redevelopment Law.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, at a regular meeting of said Committee held on April 4, 2023.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Township of Maplewood in the County of Essex and State of New Jersey, on this 4<sup>th</sup> day of April, 2023.

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**ELIZABETH J. FRITZEN, R.M.C.**  
Township Clerk

REDEVELOPMENT AGREEMENT

By and Between

THE TOWNSHIP OF MAPLEWOOD

as Redevelopment Entity

and

7 PARKER W URBAN RENEWAL LLC

as Redeveloper

Dated: \_\_\_\_\_, 2023

THIS REDEVELOPMENT AGREEMENT (“Redevelopment Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between:

THE TOWNSHIP OF MAPLEWOOD, a municipal corporation of the State of New Jersey, having its offices at 574 Valley Street, Maplewood, New Jersey 07040 in its capacity as a “redevelopment entity” pursuant to N.J.S.A. 40A:12A-4(c) (hereinafter referred as the “Township”);

AND

7 PARKER W URBAN RENEWAL LLC, a New Jersey limited liability company, having its offices at 63 Maplewood Avenue, Maplewood, NJ 07040 (together with permitted successors or assigns as hereinafter provided, referred to as the “Redeveloper”). The Township and the Redeveloper are sometimes collectively referred to as the “Parties” or each a “Party”).

WITNESSETH

WHEREAS, the Township is authorized pursuant to the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1 et seq., as amended and supplemented (the “Redevelopment Law”) to determine whether certain parcels of land within the Township constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

WHEREAS, on October 19, 2021, the Township Committee (the “Governing Body”), adopted Resolution 316-21 designating the property identified on the Tax Maps of the Township as Block 16.01, Lot 32, as a Non-Condemnation Area in Need of Redevelopment (the “Redevelopment Area”); and

WHEREAS, on September 20, 2022, by Ordinance # 3068-22, the Governing Body adopted a redevelopment plan entitled the “Redevelopment Plan for 7 Parker Avenue West” for the Redevelopment Area (the “Redevelopment Plan”); and

WHEREAS, pursuant to N.J.S.A. 40A:12-4, the Governing Body is acting as the “redevelopment entity” (as such term is defined at N.J.S.A. 40A:12A-3 of the Redevelopment Law) for the Redevelopment Area; and

WHEREAS, the Redeveloper is the owner of the Redevelopment Area and proposes to redevelop the same (the “Property,” as more particularly described by metes and bounds attached hereto as Exhibit A); and

WHEREAS, the Redeveloper proposes to develop, finance, construct and implement on the Property a four-story building with forty-six (46) residential units (comprised of four one-bedroom market rate units, fourteen one-bedroom market rate units with dens, eight two-bedroom market rate units, thirteen two-bedroom market rate units with dens, five two-bedroom affordable units, and two three-bedroom affordable units) across three levels, and fifty-eight (58) parking spaces located on the ground floor of the building, along with certain other on-site and off-site improvements (collectively, and as further described herein, the “Project”); and

WHEREAS, the Township has determined that the Redeveloper possesses the proper qualifications and experience to implement and complete the Project in accordance with the Redevelopment Plan, and all other applicable laws, ordinances, and regulations; and

WHEREAS, pursuant to Resolution No. R \_\_\_\_\_ adopted on \_\_\_\_\_, 2023, the Governing Body authorized the execution of this Redevelopment Agreement, and other related actions; and

WHEREAS, in order to effectuate the Redevelopment Plan, the Project, and the redevelopment of the Redevelopment Area, the Governing Body has determined to enter into this Redevelopment Agreement with the Redeveloper, which Redevelopment Agreement designates Redeveloper as the “redeveloper” of the Project as that term is defined in the Redevelopment Law, and which specifies the respective rights and responsibilities of the Parties with respect to the Project,

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereto do hereby covenant and agree, each with the other, as follows:

ARTICLE 1  
DEFINITIONS

1.1 Definitions. As used in this Redevelopment Agreement the following terms shall have the meanings ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Redevelopment Agreement shall include the corresponding masculine, feminine and neuter. All references to Sections, Articles or Exhibits shall refer to Sections, Articles or Exhibits in this Redevelopment Agreement unless otherwise specified.

(a) The following terms shall have the meanings ascribed to them in the Recitals to this Redevelopment Agreement:

Governing Body	Redevelopment Agreement
Parties	Redevelopment Area
Party	Redevelopment Law
Property	Redevelopment Plan
Project	Township
Redeveloper	

(b) The following terms shall have the definitions ascribed to them herein:

“Affiliate” means with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with such Person.

“Affordable Housing Obligation” shall be at set forth at Section 4.5 hereof.

“Affordable Units” shall be as set forth at Section 4.5 hereof.

“Appeal Period” shall mean the period of time specified by statute or court rule within which an appeal may be taken by any party from the grant of any Governmental Approval.

“Applicable Laws” means all federal, State, and local laws, ordinances, approvals, rules, regulations, and requirements applicable thereto including, but not limited to, the Redevelopment Law, the MLUL, relevant construction codes, including construction codes governing access for people with disabilities, and such other applicable zoning, sanitary, pollution, and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable Environmental Laws and applicable federal and state labor standards.

“Bond” is defined in Section 4.4(b).

“Building Permit” means a building permit issued by or on behalf of the Township for construction of the Project, excluding a demolition permit but including a footings and foundation permit.

“Business Days” means all days except Saturdays, Sundays and the days observed as public holidays by the Township.

“Certificate of Completion” means written acknowledgement by the Township in recordable form that the Redeveloper has Completed Construction of the Project in accordance with the requirements of this Redevelopment Agreement.

“Certificate of Occupancy” means a temporary or permanent certificate of occupancy as defined in the applicable ordinances of the Township and the applicable provisions of the Uniform Construction Code.

“Commencement”, “Commence Construction”, “Commencement of Construction”, or “Commencement Date” means the undertaking of any actual physical construction of any portion of the Project, including demolition, site preparation, environmental remediation, construction of Improvements or construction or upgrading of infrastructure.

“Completion”, “Completion of Construction”, “Complete Construction”, or “Completion Date” means the completion of construction of the Project, in accordance with the Redevelopment Plan, this Redevelopment Agreement, and Governmental Approvals, sufficient for issuance of a Certificate of Occupancy and subject only to installation of landscaping, if the delay in completion thereof is necessitated by seasonal concerns.

“Completion Notice” means written notification to the Township of Completion of Construction of the Project and request by Redeveloper for the issuance by the Township of a Certificate of Completion for the Project.

“Construction Event of Default” means if Redeveloper (i) fails to Commence Construction within the time frame specified in this Agreement (as same may be modified pursuant to the terms hereof and subject to Force Majeure); or (ii) abandons the Project or substantially suspends construction work after obtaining a Building Permit or Commencement of Construction without the prior knowledge and consent of the Township for more than 180 days (unless such suspension arises out of a Force Majeure Event), and any such failure, abandonment or suspension under clauses (i) or (ii) shall not be cured, ended, or remedied within sixty (60) days after receipt by the Redeveloper of notice of such failure, abandonment or suspension; provided, however, that if the failure, abandonment or suspension is one that cannot be completely cured within sixty (60) days after receipt of such notice, it shall not be a Construction Event of Default as long as the Redeveloper promptly began to take actions to correct the failure, abandonment or suspension upon its receipt of notice thereof and is proceeding with due diligence to remedy the failure, abandonment or suspension as soon as reasonably practicable.

“Control” (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to the Redeveloper, the power, directly or indirectly, to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of an interest in the Redeveloper, or by contract or otherwise.

“County” means Essex County, New Jersey.

“Declaration of Covenants and Restrictions” or “Declaration” means a written instrument to be executed by Redeveloper and recorded in the Office of the Essex County Register, substantially in the form annexed hereto as Exhibit C, intended to encumber the Property and to run with the land until a Certificate of Completion has been issued for the Project, except as otherwise expressly provided therein, setting forth certain statutory and contractual undertakings of and restrictions applicable to Redeveloper and its permitted successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project.

“Effective Date” means the date this Redevelopment Agreement has been executed by both the Township and the Redeveloper.

“Environmental Laws” shall mean all federal, state or local laws, ordinances, statutes, codes, rules, regulations, treaty, judgment, orders or decrees or published directive, guideline, requirement or other governmental rule or restriction which has the force of law, by or from a court, arbiter, or other federal, state, county, municipal or regional governmental authority, agency or other entity of a similar nature, exercising any executive, legislative, judicial, regulatory or administrative function of government, now or hereinafter in effect relating to, or imposing obligations, liabilities, or standards of conduct concerning or otherwise relating to (A) pollution, (B) the protection or regulation of human or animal health or safety, natural resources or the environment, including flora and fauna, (C) the treatment, storage, distribution, use, recycling, transport, handling or disposal of Hazardous Materials, or (D) the generation, manufacture, processing, distribution, emission, discharge, release or threatened release of Hazardous Materials into the environment, including, without limitation: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), 41 U.S.C. § 9601 et seq.; the

Resource Conservation and Recovery Act, as amended (“RCRA”), 42 U.S.C. § 6901 et seq.; the Toxic Substances Control Act, as amended (“TSCA”), 15 U.S.C. § 2601 et seq.; the New Jersey Spill Compensation and Control Act (the “Spill Act”), as amended, N.J.S.A. 58:10-23.11 et seq.; the New Jersey Industrial Site Recovery Act (“ISRA”), as amended, N.J.S.A. 13:1K-6 et seq.; the New Jersey Underground Storage of Hazardous Substances Act, as amended, N.J.S.A. 58:10A-21 et seq.; the New Jersey Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq.; the New Jersey Solid Waste Management Act (“SWMA”), N.J.S.A. 13:1E-1 et seq.; the New Jersey Brownfield and Contaminated Site Remediation Act; N.J.S.A. 58:10B-1 et seq.; the Coastal Area Facility Review Act, N.J.S.A. 13:19-1 et. seq.; the Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C et seq.; the NJDEP Remediation Standards, N.J.A.C. 7:26D et seq.; the Technical Requirements for Site Remediation, N.J.A.C. 7:26E et seq.; any other applicable state and local environmental laws and regulations promulgated or enforced by any governmental authority.

“Escrow Account” is defined in Section 8.1.

“Escrow Deposit” is defined in Section 8.1.

“Estoppel Certificate” is defined in Section 9.12.

“Event of Default” is defined in Section 5.1.

“Existing Members” means the Persons owning membership interests in the Redeveloper as of the date of this Agreement, which Persons are set forth in Exhibit D annexed hereto.

“Force Majeure Event” means causes that are beyond the reasonable control and not substantially due to the fault or negligence of the Party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, third-party litigation that enjoins implementation of the Project; delays in the issuance of Governmental Approvals not due to the fault or negligence of the Redeveloper and for which the Redeveloper timely applied and diligently pursued; declarations of public emergency; acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods); acts of the public enemy; acts of terrorism; acts of war; fire; epidemics; quarantine restrictions; blackouts, power failures, or energy shortages; governmental embargoes; strikes or similar labor action by equipment or material suppliers or transporters, or unavailability of necessary building materials; and severe economic, financial or market conditions affecting the region (and not unique to the Project) that inhibits the procurement of financing for the Project or that renders the development and marketing of the Project on the terms set forth in this Redevelopment Agreement economically infeasible (provided that the Redeveloper has no commercially reasonable alternatives to avoid the impact thereof on the progress of the Project.)

“Foreclosure” is defined in Section 6.3(b).

“Governmental Approvals” means all governmental approvals required for the



Commencement of Construction, Completion of Construction, and use and occupancy of the Project, including, without limitation, the Planning Board Approvals; County planning board approvals, if and to the extent required; Building Permits; environmental permits, approvals, consents or authorizations from NJDEP and any other applicable governmental agencies; sewerage capacity approvals, utilities-related permits and any and all other necessary governmental permits, licenses, consents and approvals.

“Hazardous Materials” shall mean any substance which is or contains (i) any “hazardous substance” as now or hereafter defined in §101(14) of CERCLA or any regulations promulgated under CERCLA; (ii) any “hazardous waste” as now or hereafter defined in the RCRA or regulations promulgated under RCRA; (iii) any substance regulated by ISRA or any regulations promulgated under ISRA, the Spill Act, or any regulations promulgated under the Spill Act, the SWMA, or any regulations promulgated under the SWMA; (iv) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); (v) gasoline, diesel fuel, or other petroleum hydrocarbons; (vi) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vii) polychlorinated biphenyls; (viii) radon gas; and (ix) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any Environmental Law, ordinance, rule or regulation, now or hereinafter enacted, or the common law, or any other Applicable Laws relating to the Property.

"Improvements" shall mean all improvements constructed as part of the Project.

“Institution” shall mean any savings and loan association, savings bank, commercial bank, or trust company (whether acting individually or in any fiduciary capacity), an insurance company, a real estate investment trust, an educational institution, or a state, municipal or similar public employee’s welfare, pension, or retirement system.

“LSRP” shall mean a New Jersey Licensed Site Remediation Professional as defined in the Site Remediation Report Act, N.J.S.A. 58:10C-1 et seq.

“MLUL” means the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., as amended from time to time.

“Mortgage” means any security interest, evidenced by a written instrument, encumbering the Project, the Property, or any portion thereof, or interest therein, that secures the performance of obligations or the payment of debt, including, without limitation, any grant of, pledge of, or security interest in, any collateral, or any grant, directly or indirectly, of any deed of trust, mortgage or similar instrument or any other security whatsoever.

“Mortgagee” shall mean the holder of any Mortgage and any Affiliate(s) of such holder, including entities affiliated with such holder that own or exercise control over real property.

“NJDEP” means the New Jersey Department of Environmental Protection, and any successors in interest.

“Notice” is defined in Section 9.8.

“Off-Site Improvement Work” shall mean such work defined in Section 4.8 of this Agreement and as further detailed in Section 4.9 and Exhibit G of this Agreement.

“Permitted Transfers” is defined in Section 3.5(b).

“Person” means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company, trust, unincorporated association, urban renewal entity, institution, or any other entity.

“Planning Board Approvals” means preliminary and final site plan approval with deviations and waivers as set forth in the Planning Board, with any deviations and waivers as set forth in the Site Plan attached hereto as Exhibit B.

“Remediate” or “Remediation” means the performance and completion of all investigations and cleanup, and any and all other activities necessary or required for the cleanup or containment of Hazardous Materials, known or unknown, on, under, or migrating to or from the Property, in accordance with Applicable Laws, Environmental Law and Governmental Approvals, including but not limited to any “Preliminary Assessment”, “Site Investigation”, “Remedial Investigation” or “Remedial Action” (as such terms are defined under N.J.S.A. 7:26E-1.8).

“State” means the State of New Jersey.

"Township Costs" shall mean (i) all reasonable outside professional and consultant fees, out of pocket costs or expenses incurred by the Township arising out of or in connection with the preparation, performance, administration, or enforcement of this Redevelopment Agreement or reasonably arising out of or reasonably in connection with the Project, after the date of this Agreement; (ii) subject to Redeveloper's termination rights pursuant to Section 5.6 herein, litigation costs arising out of or in connection with a dispute with a third-party with respect to this Redevelopment Agreement or the Project with the exception of disputes with third-parties where negligent actions by the Township cause the dispute and/or liability and (iii) any other out of pocket fee, cost or expense reasonably incurred by the Township, after the date of this Agreement, to satisfy its obligations under this Agreement or reasonably in furtherance of the Project, but shall not include any and all costs incurred in connection with Redeveloper's site plan application to the Planning Board and governed by the escrow deposited by Redeveloper in connection with such application in accordance with the MLUL.

“Transfer” means, prior to Completion of the Project, (i) a sale or conveyance of all or any portion of the Property or Project, or interest therein, by the Redeveloper to any other Person; (ii) a sale, pledge, joint venture, equity investment, or any other act or transaction involving or resulting in a change in Control of the Redeveloper as it exists on the date of this Redevelopment Agreement, or (iii) any assignment of this Redevelopment Agreement to any other Person.

1.2 Interpretation and Construction. In this Redevelopment Agreement, unless the context

otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Redevelopment Agreement, refer to this Redevelopment Agreement, and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this Redevelopment Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Redevelopment Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

## ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Designation as Redeveloper. The Township hereby designates and appoints the Redeveloper as redeveloper of the Project on the Property. For so long as this Redevelopment Agreement and the designation hereunder remain in effect, the Redeveloper shall have the exclusive right to redevelop the Property in accordance with the Redevelopment Plan, the Governmental Approvals, the Redevelopment Law, and all other Applicable Laws, and the terms and conditions of this Redevelopment Agreement.

2.2 Representations and Warranties of the Township. The Township hereby makes the following representations and warranties:

(a) The Property has been duly investigated and designated as an area in need of redevelopment in compliance with the Redevelopment Law and all Applicable Laws and is currently in full force and effect;

(b) The Redevelopment Plan has been duly adopted in compliance with the Redevelopment Law and all Applicable Laws and is currently in full force and effect;

(c) The Township is a municipal corporation, duly organized and existing under the laws

of the State, and as such, has the legal power, right and authority pursuant to the Redevelopment Law to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder;

(d) The Township has authorized the execution of this Redevelopment Agreement by resolution, and has duly executed this Redevelopment Agreement;

(e) To the best of the Township's knowledge, there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the Township entering into or performing its obligations under this Redevelopment Agreement;

(f) This Redevelopment Agreement has been duly executed by the Township, and is valid and legally binding upon the Township and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Township is a party; and

(g) The Township represents that, to the best of its knowledge and belief, after diligent inquiry, there is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of the Redevelopment Plan or this Redevelopment Agreement or any action or act taken or to be taken by the Township pursuant to the Redevelopment Plan or Redevelopment Agreement.

2.3 Representations and Warranties of Redeveloper. Redeveloper hereby makes the following representations and warranties:

(a) Redeveloper has the legal capacity to enter into this Redevelopment Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as of the date of this Redevelopment Agreement.

(b) Redeveloper is a duly organized and a validly existing legal entity under the laws of the State and all necessary consents have been duly adopted to authorize the execution and delivery of this Redevelopment Agreement and to authorize and direct the persons executing this Redevelopment Agreement to do so for and on the Redeveloper's behalf.

(c) No receiver, liquidator, custodian or trustee of Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper shall have been filed as of the Effective Date;

(d) No adjudication of bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Redeveloper has been filed;

- (e) No indictment has been returned against Redeveloper or any officer or shareholder of Redeveloper;
- (f) Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any operating, partnership and/or stockholder agreement of Redeveloper or of any agreement, mortgage, indenture, instrument or judgment, to which Redeveloper is a party;
- (g) Subject to obtaining construction financing, Redeveloper is financially and technically capable of developing, designing, financing, constructing, operating, and maintaining the Project;
- (h) To the best of Redeveloper's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Redevelopment Agreement or any action or act taken or to be taken by Redeveloper pursuant to this Redevelopment Agreement; or (ii) is likely to result in a material adverse change in Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Redevelopment Agreement;
- (i) The Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any agreement, mortgage, indenture, instrument, or judgment, to which Redeveloper is a party;
- (j) All information and statements included in any information submitted to the Township and its agents, including but not limited to, McManimon, Scotland & Baumann, LLC and Phoenix Advisors, LLC, are true and correct in all respects. The Redeveloper acknowledges the facts and representations contained in the information submitted by the Redeveloper are a material factor in the decision of the Township to enter into this Redevelopment Agreement; and
- (k) The Redeveloper is not delinquent with respect to any taxes, payments in lieu of tax, service charge, special assessments, or similar obligations owed to the Township for any property situated in the Township.

### ARTICLE 3 COVENANTS AND RESTRICTIONS

3.1 Covenants and Restrictions. The Township shall record the Declaration of Covenants and Restrictions with the Essex County Register promptly upon the Effective Date, at the cost and expense of the Redeveloper.

3.2 Description of Covenants. The following covenants and restrictions are imposed upon the Redeveloper, its successors and assigns, and are intended to run with the land until a Certificate of Completion has been issued for the Project, except as otherwise provided. They shall

be recorded substantially in the form of a Declaration of Covenants and Restrictions annexed hereto as Exhibit C.

(a) The Redeveloper shall construct the Project on the Property in accordance with, and subject to the terms of, the Redevelopment Plan, this Redevelopment Agreement, and all Applicable Laws and Governmental Approvals;

(b) Except for Permitted Transfers, which shall not require written consent of the Township, and subject to the terms of Section 3.5(a) hereof, prior to the issuance of a Certificate of Completion for the Project, the Redeveloper shall not effect a Transfer without the written consent of the Township, which shall not be unreasonably withheld, conditioned or delayed;

(c) In connection with its use or occupancy of the Project, the Redeveloper shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex, or familial status, and the Redeveloper, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status;

(d) Subject to and in accordance with the terms hereof, upon Completion of Construction, Redeveloper shall obtain a Certificate of Occupancy and all other Government Approvals required for the occupancy and uses of the Project; and the Redeveloper shall use the Property and/or Project only for the purposes contemplated by this Redevelopment Agreement and the Redevelopment Plan;

(e) Subject to and in accordance with the terms hereof, Redeveloper shall cause the Project to be developed, financed, constructed, operated, and maintained at its sole cost and expense;

(f) Subject to and in accordance with the terms hereof, Redeveloper shall develop, finance, construct, operate, and maintain the Project consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Redevelopment Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in this Redevelopment Agreement;

(g) Prior to the issuance of a Certificate of Completion, Redeveloper shall not encumber, hypothecate, or otherwise use the Property, or any part thereof as collateral for any transaction unrelated to the Project;

(h) Redeveloper will promptly pay any and all taxes, service charges, special assessments, or similar obligations when owed with respect to the Property and any other property owned by Redeveloper situated in the Township; and

(i) Redeveloper shall manage, operate and restrict, as applicable, the Affordable Units in accordance with the affordability standards set forth at Section 4.5 of the Redevelopment Agreement.



3.3 Effect and Duration of Covenants. It is intended and agreed that the covenants and restrictions set forth in Section 3.2 shall be covenants running with the land. All covenants in Section 3.2, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Township, and any successor in interest to the Property, the Project, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof. Notwithstanding the foregoing, the agreements and covenants set for in Section 3.2 shall cease and terminate as to the Project automatically and without further action upon the issuance of a Certificate of Completion for the Project, except for those covenants which survive in accordance with the terms of the Declaration. Upon the request of Redeveloper or any successor owner at any time after the issuance of a Certificate of Completion, the Township shall execute and deliver a discharge of the Declaration of Restriction in recordable form for the Project.

3.4 Enforcement by Township. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the Township shall be deemed the beneficiary of the agreements and covenants set forth in Section 3.2 both for and in its own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. Notwithstanding the foregoing, and consistent with Section 4.10 of this Agreement, this Agreement does not and will not confer any rights, remedies or entitlements upon any third person or entity other than the Parties and their respective successors and assigns.

### 3.5 Prohibition Against Transfers of Interests in Redeveloper.

(a) The Redeveloper recognizes the importance of this redevelopment Project to the general welfare of the community and that the identity of the Redeveloper and its qualifications are critical to the Township in entering into this Redevelopment Agreement. The Township considers that a change in Control in Redeveloper or a transfer of ten percent (10%) or more of the ownership interest in the Redeveloper is for practical purposes a Transfer or disposition of the Project. The Redeveloper recognizes that it is because of such qualifications and identity that the Township is entering into this Redevelopment Agreement with the Redeveloper, and, in so doing, the Township is relying on the obligations of the Redeveloper and not some other Person for the faithful performance of all undertakings and covenants to be performed by the Redeveloper hereunder.

As a result, except for Permitted Transfers, prior to Completion of the Project, as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the Township, which shall not be unreasonably withheld, conditioned or delayed, the Redeveloper agrees for itself and all successors in interest that there shall be no change in Control of the Redeveloper, nor shall there be any transfer of 10% or more of the ownership interest in the

Redeveloper.

(b) Consent to Permitted Transfers. The Township hereby consents, without the necessity of further approvals, to the following Transfers (each, a "Permitted Transfer"):

(i) a Mortgage or related security granted by the Redeveloper to a Mortgagee for the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Agreement, including any Mortgage or Mortgages and other liens and encumbrances granted by the Redeveloper to a Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, or marketing of the Project and not any transaction or project unrelated to the Project; provided, however, that the Redeveloper shall give the Township at least thirty (30) days prior written notice of such Permitted Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the Mortgagee;

(ii) Transfers of easements or dedications of portions or interests in the Property as may be required for utilities for the Project or otherwise as conditions of Governmental Approvals, including but not limited to any sanitary sewer easement required by the Planning Board Approvals;

(iii) environmental covenants and restrictions imposed by a regulatory agency as a condition of any permit or approval;

(iv) a lease agreement to a tenant, who is the end user of the Project or a portion of the Project;

(v) a Transfer to an Affiliate of the Redeveloper or to one of the Existing Members;

(vi) a Transfer pursuant to a Foreclosure, and any Transfer by any Mortgagee or any Mortgagee's successor and/or assigns after Foreclosure;

(vii) any contract or agreement with respect to any of the foregoing; and

(c) Approval of Transfer. Except for Permitted Transfers, with respect to any Transfer that requires the Township's consent pursuant to the terms of this Section 3.5, the Township shall not unreasonably withhold, condition or delay its consent to such Transfer to a Transferee that has the same or greater experience and technical capability to carry out the Project as Redeveloper, and has the same or greater wherewithal to obtain financing for the Project as Redeveloper. The Township shall notify the Redeveloper in writing whether the Township consents to a Transfer within sixty (60) days after Redeveloper's written request to the Township for such consent.

(d) Except for Permitted Transfers and transfers for which the Township has consented, any other Transfer, including without limitation, any Transfer of a portion of the Project shall be deemed a default hereunder.



3.6 Township Covenants. The Township hereby covenants and agrees that:

(a) The Township shall fully cooperate with the Redeveloper to ensure that all Governmental Approvals are obtained for the Project. Furthermore, the Township agrees to support any applications for Governmental Approvals that are consistent with the terms of this Agreement, and to execute and deliver any documents required to obtain such approvals and otherwise to cooperate with the Redeveloper (at no cost to the Township) with respect to the Governmental Approvals; provided that nothing contained in this Section 3.6(a) shall be deemed: (i) to constitute an approval of all or any portion of the Project for which applications have been submitted or are required or (ii) a waiver of the ability of any governmental authority, to exercise its statutorily authorized responsibilities with respect to such applications or Governmental Approvals. Without limiting the generality of the foregoing, the Township shall (A) request that all agencies of the Township having jurisdiction over any of the Governmental Approvals expedite the processing of all applications for Governmental Approvals, (B) schedule, convene, and conclude all required public hearings in a manner consistent with Applicable Laws, without undue delay, and (C) request that all planners, engineers, and other consultants engaged by the Township or any of its agencies review and comment on all submittals by the Redeveloper in an expeditious manner.

(b) The Township shall undertake and complete, with due diligence, all of its obligations under this Agreement.

ARTICLE 4  
PROJECT DETAILS

4.1 Timeline and Implementation of the Project.

(a) Project Timeline.

(i) Redeveloper has received preliminary and final site plan approval for the Project from the Planning Board by resolution dated December 13, 2022;

(ii) Redeveloper shall submit for all Governmental Approvals required for the Commencement of Construction no later than one hundred and twenty (120) days after the Effective Date, and shall obtain all Governmental Approvals for the Completion of Construction, and use and occupancy of the Project no later than one (1) year after the Effective Date. To the extent reasonably requested by the Redeveloper and, to the extent permitted by Applicable Law (and without violating its obligations as a governmental entity or regulatory body having competent jurisdiction over the Project), the Township shall provide assistance and support to the Redeveloper in connection with any applications for any Governmental Approvals required to be obtained for or with respect to the Project;

(iii) Redeveloper shall Commence Construction of the Project within one (1) year after the receipt of all final and unappealable Governmental Approvals, but no later than December 31, 2024; and

(iv) Redeveloper shall Complete Construction of the Project on or before three (3) years after the Commencement of Construction, but no later than December 31, 2027.

(b) If, subject to the provisions of this Agreement, the Redeveloper fails, or determines that it will fail, to meet any relevant date for the completion of a task set forth in the Project timeline set forth above, for any reason, the Redeveloper shall promptly provide notice to the Township stating: (i) the reason for the failure or anticipated failure, (ii) the Redeveloper's proposed method for correcting such failure, (iii) the Redeveloper's proposal for revising the timeline and (iv) the method or methods by which the Redeveloper proposes to achieve subsequent tasks by the relevant dates set forth in the revised Project timeline. Redeveloper's proposed revisions to the Project timeline shall be subject to the Townships' approval, which shall not be unreasonably withheld, conditioned, or delayed.

(c) In the event that Redeveloper does not obtain all necessary Governmental Approvals for the Project on terms and conditions acceptable to Redeveloper in its sole and absolute discretion, or if Redeveloper determines that the Governmental Approvals for the Project cannot be obtained on terms and conditions acceptable to Redeveloper in its sole and absolute discretion, then Redeveloper shall have the right to terminate this Agreement upon written notice to the Township. No Governmental Approval shall be deemed to have been obtained (i) until the Appeal Period relating thereto has expired and no appeal has been taken, or (ii) if an appeal is filed within the applicable Appeal Period, until such appeal shall have been finally resolved in a manner sustaining the challenged Governmental Approval.

(d) If the Redeveloper fails to receive a construction loan for the construction of the Project with terms acceptable to the Redeveloper in its sole and absolute discretion, then the Redeveloper shall have the right to terminate this Redevelopment Agreement upon written Notice to the Township. If this Redevelopment Agreement is terminated pursuant to the terms of this Section 4.1(d), then, except as expressly set forth herein to the contrary, this Redevelopment Agreement shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

#### 4.2 Construction of the Project.

(a) Construction Hours. Construction practices and hours shall be in accordance with Township Ordinances, which are available at the Township Building Department or through the Township Clerk.

(b) Maintenance. The Property will be cleaned on a regular basis and maintained by Redeveloper in accordance with Township Ordinances; Redeveloper agrees to clean and maintain the Property within a reasonable time, but not less than two (2) calendar days following the delivery of written notice of a specific, reasonable request by the Township consistent with the requirements of the Township Ordinances. Should Redeveloper fail to comply with this obligation, the Township may undertake street cleaning and charge Redeveloper for the costs of same. The Redeveloper shall repair, at Redeveloper's cost, any damage to the streets or sidewalks

caused by Redeveloper during the construction of the Project.

(c) **Pedestrian Access and Safety.** The Township acknowledges that for safety reasons, the sidewalks adjacent to the Property may need to be closed from time to time during construction of the Project. Notwithstanding the foregoing, Redeveloper will provide appropriate signage and crosswalks to ensure the continued flow of pedestrian traffic. Redeveloper shall supply to the Township Building Department plans and specifications providing for pedestrian safety at and across the Property as applicable. The Redeveloper shall keep the sidewalks abutting the Property clean and free of debris, ice, and snow during the construction of the Project.

(d) **Construction Parking.** Construction vehicles and construction workers' vehicles shall be parked on the Project site itself. The Redeveloper shall make arrangements with the Township Construction Official and the Township Police Department for off-street parking if such vehicles cannot be parked onsite. Such vehicles may not be parked on the street.

(e) **Preconstruction Meeting.** There shall be a preconstruction meeting held at least seven (7) days prior to the Commencement of Construction, which meeting shall include the Township Construction Official, the Township Engineer, a representative from the Township Police Department, a representative from the Township Fire Department, and representatives from the various utility companies.

(f) **Green Development.** The Project is not required to complete the LEED certification process. However, prior to and as a condition of a Certificate of Occupancy, Redeveloper shall furnish a detailed certified statement from an engineer or architect that the Project has been constructed in accordance with the representations made on the Township Green Development Checklist submitted by the Redeveloper to the Township Planning Board in connection with the Planning Board Approvals, a copy of which is attached hereto as Exhibit F.

#### 4.3 Certificates of Occupancy and Certificates of Completion.

(a) Upon Completion of Construction of the Project, the Redeveloper shall diligently apply to the appropriate Township construction code official for a Certificate of Occupancy. For purposes of clarity, the Parties agree that upon the issuance of a Certificate of Occupancy, the Project, shall be eligible to be occupied (in whole or in part) in accordance with the terms thereof.

(b) Following Completion of the Project and receipt of a Completion Notice from Redeveloper, the Township agrees to issue a Certificate of Completion. The Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants with respect to the Project, in this Redevelopment Agreement and the Redevelopment Plan. Within thirty (30) days after receipt of the Completion Notice, the Township shall provide Redeveloper with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that Redeveloper has failed to Complete the Project, in accordance with the provisions of this Agreement or is otherwise in default hereunder. Upon issuance of the Certificate of Completion, the Declaration of Covenants and Restrictions for the Project shall be released and shall cease and terminate except to the extent set

forth herein.

#### 4.4 Project Costs, Financing and Performance and Maintenance Guarantees.

(a) Redeveloper agrees that all costs and financing for the Project are the sole responsibility of the Redeveloper, not the Township.

(b) Redeveloper shall post performance and maintenance guarantees and review escrows in accordance with the provisions of N.J.S.A. 40:55D-53 et seq. of the MLUL and all Applicable Laws (collectively, the "Bond"), in the following manner:

(i) Prior to the Commencement of Construction, a performance bond or irrevocable letter of credit (or such other form of guarantee allowed in accordance with the MLUL) for those Improvements for which a performance guarantee may be required pursuant to the MLUL and as may be required pursuant to the approved site plan and Planning Board resolution, in an amount to be determined by the Township Engineer pursuant to the MLUL.

(ii) A maintenance guarantee in respect of those Improvements required to be bonded in accordance with the MLUL, in the form of a surety bond (or such other form of guarantee allowed in accordance with the MLUL) for a period not to exceed two (2) years after final acceptance of the Improvement, in an amount determined by the Township Engineer according to the method of calculation set forth in N.J.S.A. 40:55D-53 of the MLUL.

(iii) If applicable, the Bond must name the Township as an obligee and Redeveloper shall deliver a copy of the Bond to the Township prior to Commencement of Construction. To the extent that a surety bond is provided, it shall be provided by a company licensed by the New Jersey Department of Banking and Insurance or otherwise authorized by the New Jersey Department of Banking and Insurance to do business in the State. In the event any insurance company, financial institution, or other entity issuing a performance guarantee herein, shall be insolvent or shall declare bankruptcy or otherwise be subject to reorganization, rehabilitation, or other action, whereby state or federal agencies have taken over the management of the entity, within thirty (30) days after notice from the Township, Redeveloper shall replace the Bond.

(iv) In the event any Bond should lapse, be canceled or withdrawn, or otherwise not remain in full force and effect as a result of any act or omission by Redeveloper, then until an approved replacement of the lapsed Bond has been deposited with the Township, the Township may require Redeveloper to cease and desist any and all work on the Project, unless the Improvements required to be bonded have been completed and approved by the Township. In the event any Bond should lapse, be canceled or withdrawn, or otherwise not remain in full force and effect through no act or omission of Redeveloper, then unless Redeveloper fails to replace the Bond within ten (10) Business Days of notice given to Redeveloper by the Township, the Township may require Redeveloper to cease and desist work on the Project unless the Improvements required to be bonded have been completed and approved by the Township.

4.5 Affordable Housing Obligation. Seven (7) of the forty-six (46) units to be constructed on the Project Site shall be deed restricted as affordable housing (the “Affordable Units”) for a period of thirty (30) years from the initial issuance of a Certificate of Occupancy for such Affordable Unit. The Affordable Units shall be designated as very low, low, and moderate- income units. One of the Affordable Units (including 1 two-bedroom unit) shall be dedicated as a very low-income unit. Three Affordable Units (including 2 two-bedroom units and 1 three-bedroom unit) shall be dedicated as low-income units. Lastly, three Affordable Units (including 2 two-bedroom units and 1 three-bedroom unit) shall be dedicated as moderate-income units. As such, five of the Affordable Units shall have two bedrooms and two of the Affordable Units shall have three bedrooms. The construction, deed restriction, monitoring and administration of the Affordable Units shall be otherwise consistent with the provisions of N.J.A.C. 5:80-26.1 et seq. The obligations contained in this Section shall collectively be referred to as the “Affordable Housing Obligation”.

4.6 Environmental Obligations and Indemnification. Redeveloper shall remediate the Property in accordance with that certain Remedial Action Workplan dated August 16, 2022, as the same may be amended and/or modified in accordance with Environmental Laws and/or based on the recommendations of the LSRP and/or NJDEP. Redeveloper expressly agrees and acknowledges that the Township is not responsible for any portion of the remediation of the site, and shall bear no costs in connection with the same. Redeveloper further expressly acknowledges that the Township has made no representation as to the environmental condition of any part of the Property. To the extent any portion of the Property requires Remediation, or causes any other property to require Remediation, the Township shall have no responsibility therefor. It shall be the sole responsibility of the Redeveloper to undertake and pay the cost of any and all Remediation, compliance, environmental testing, and/or other analyses for the Property, and the Township has no obligation or liability whatsoever with respect to the environmental condition of the Property, or any other parcels which may claim contamination arising from the Property. The Redeveloper shall defend, protect, indemnify, and hold harmless the Township and its officers, employees, and agents from any claims which may be sustained as a result of any environmental conditions on, in, under or migrating to or from the Property, including, without limitation, claims against the Township and its agents by any third-party.

4.7 First Source Employment and Contracting. The Redeveloper agrees that during the operation of the Project:

(a) First Source Employment. The Redeveloper shall make good faith efforts and shall provide in its contracts with its contractors and subcontractors that they must make good faith efforts, to employ qualified Township residents and patronize qualified Township businesses if possible, in the implementation and construction of the Project, on commercially reasonable, economically competitive terms and consistent with the Project budget. The Redeveloper shall notify and provide information to the Township’s Offices of Economic Development and Community Development of employment and contract opportunities which shall contain contact information in the event any local residents or businesses wish to apply or bid for work connected to the Project. For purposes of this Section, compliance with “good faith efforts” shall be evidenced as follows: (i) the Redeveloper has sought to hire or has caused the hiring of qualified



Township residents for at least twenty percent (20%) of the available job opportunities; (ii) the Redeveloper has sought to contract with qualified Township businesses for work equaling at least twenty percent (20%) of the Project's construction budget; and (iii) if qualified individuals and contractors are not available on commercially reasonable, economically competitive terms at the levels described at (i) and (ii), the Redeveloper shall, at the request of the Township, provide the Township with written documentation of the good faith efforts that it has made, together with a description of why such goals were not able to be achieved.

(b) Affirmative Action. The Redeveloper, during the operation of the Project, covenants that it will comply with and shall provide in its contracts with its contractors and subcontractors, the following:

(i) When hiring temporary workers or when engaging contractors, the Redeveloper shall use good faith and commercially reasonable efforts to employ Township residents at a rate of 20% of all temporary jobs. With respect to all permanent jobs, the Redeveloper shall use good faith and commercially reasonable efforts to employ Township residents at a rate of 20%; and

(ii) The Redeveloper shall use good faith and commercially reasonable efforts to undertake a program of local preference to facilitate entering into contracts with and/or purchasing good and services from local merchants and businesses located within the Township, including preferences for local retail and restaurant businesses with the intent of providing subcontracting opportunities equal to at least 20% to businesses located within the Township.

(c) Reporting and Enforcement.

(i) The Redeveloper shall submit quarterly reports if requested by the Township, but not less than bi-annually, regarding their compliance with this Section 4.7 as the Township may require;

(ii) Reports submitted by the Redeveloper shall include the names and addresses of those who apply and are interviewed for employment, including those denied employment. Reports should also include recruitment efforts, including advertisements and letters to community groups advising them of employment and business opportunities;

(iii) The Redeveloper covenants to enforce its contracts with its contractors and subcontractors if such parties are not in compliance with this Article.

4.8 Off-Site Improvements. The Redeveloper, in support of the Township's vision for improved parking, circulation, and connectivity in the Township and surrounding the Property and the Redevelopment Area, prior to and as a condition of the issuance of a Certificate of Completion, shall use good faith and commercially reasonable efforts (with the cooperation and support of the Township) to negotiate and seek to enter into a mutually acceptable agreement with the Township Board of Education to permit the Redeveloper, at Redeveloper's sole cost and expense, to complete

the following work within two (2) years of the Effective Date of this Agreement:

(i) repave the southern portion of the walkway at Block 16.02, Lot 51 located between north of Jefferson Avenue and south of the Board of Education parking lot entrance at West Parker Avenue and install wooden split rail (2 Rail) fencing along the length of the same, as depicted in the attached Exhibit G (the “Off-Site Improvement Work”).

In the event that, despite good faith and commercially reasonable efforts by the Redeveloper, the Township Board of Education and the Redeveloper are unable within twelve (12) months of the effective date of this Agreement to enter into an agreement that is mutually acceptable to both the Redeveloper and the Township Board of Education in order for the Redeveloper to perform the Off-Site Improvement Work, the Redeveloper shall pay the Township the sum of \$100,000.00 to be utilized by the Township in support of the Township’s vision for improved parking, circulation, and connectivity in the Redevelopment Area and, thereafter, the Redeveloper shall no longer have any obligations with respect to the Off-Site Improvement Work or to perform the obligations set forth in this Section.

4.9 No Rights in Third-Party Beneficiaries. This Agreement does not and will not confer any rights, remedies or entitlements upon any third person or entity other than the Parties, and their respective successors and assigns except as may expressly be set forth herein. This Agreement is for the exclusive benefit and convenience of the Parties hereto.

## ARTICLE 5 EVENTS OF DEFAULT; TERMINATION

5.1 Events of Default. Any one or more of the following shall constitute an “Event of Default” hereunder, subject to Force Majeure Extension and tolling as provided elsewhere in this Redevelopment Agreement:

(a) If at any time the Redeveloper shall: (i) generally not pay its debts as such debts become due, within the meaning of such phrase under Title 11 of the United States Code (or any successor to such statute), or admit in writing that it is unable to pay its debts as such debts become due; or (ii) make an assignment for the benefit of creditors; or (iii) file a voluntary petition under Title 11 of the United States Code, as the same may be amended, or any successor to such statute; or (iv) file any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal bankruptcy code or any other present or future applicable federal or State or other statute or law; or (v) seek or consent to or acquiesce in the appointment of any custodian, trustee, receiver, sequestrator, liquidator or other similar official of the Redeveloper or of all or any substantial part of its property or of the Project or any interest of the Redeveloper therein; or (vi) take any corporate action in furtherance of any action described in this subsection or (vii) if at any time any proceeding against the Redeveloper seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future applicable federal or state or other statute or law shall not be dismissed within ninety (90) days after the commencement thereof, or if, within ninety (90) days after the appointment without the

consent of the Redeveloper of any custodian, trustee, receiver, sequestrator, liquidator or any other similar official of the Redeveloper, or of all or any substantial part of its properties or of the Project or any interest of the Redeveloper therein, such appointment shall not have been vacated or stayed on appeal or otherwise, or if any such appointment shall not have been vacated within forty-five (45) days after the expiration of any such stay.

(b) The Redeveloper's failure to pay or delinquency in the payment of real property taxes, payments in lieu of taxes, if applicable, or assessments, which failure or delinquency is not cured within fifteen (15) days after Notice by the Township. No Notice by the Township shall be required. Redeveloper's failure to make any other payment due to the Township hereunder, which is not cured within thirty (30) days after Notice by the Township.

(c) Cancellation or termination by reason of any act or omission of Redeveloper of any insurance policy, performance or completion bond, letter of credit, guaranty or other surety required hereunder to be provided by Redeveloper for the benefit of the Township, which failure or delinquency is not cured within thirty (30) days after Notice by the Township.

(d) Any Transfer (except for Permitted Transfers), without the written approval of the Township.

(e) If the Redeveloper fails to Commence Construction within the time frame specified in this Redevelopment Agreement (as same may be modified pursuant to the terms hereof and subject to Force Majeure Events).

(f) Subject to Force Majeure Events, if the Redeveloper abandons the Project or substantially suspends work on the Project after the Commencement of Construction for a period of more than ninety (90) days and fails to recommence work within thirty (30) days after receipt by the Redeveloper of a Notice of such failure, abandonment or suspension; provided, however, that if the failure, abandonment or suspension is one that cannot be completely cured within thirty (30) days after receipt of such notice, Redeveloper shall have up to sixty (60) additional days to cure so long as the Redeveloper promptly undertakes actions to correct the failure, abandonment or suspension upon its receipt of notice and is proceeding with due diligence to remedy same.

(g) Any other default or breach by Redeveloper or the Township in the observance or performance of any covenant, condition, representation, warranty or agreement hereunder and, except as otherwise specified, the continuance of such default or breach for a period of thirty (30) days after Notice from the non-defaulting Party specifying the nature of such default or breach and requesting that such default or breach be remedied; provided, however, with respect to any non-monetary default or breach, if the default or breach is one that cannot be completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as the defaulting party is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days after such Notice unless this Redevelopment Agreement specifically provides otherwise.

## 5.2 Remedies Upon Event of Default of Redeveloper. Whenever any Event of Default



by the Redeveloper occurs and continues beyond any applicable cure or grace period, the Township may, on written notice to Redeveloper (after applicable Notice and cure periods shall have expired) (a "Termination Notice"), pursue all remedies at law or equity available to it by reason of the Redeveloper's default, including, but not limited to, the termination of this Redevelopment Agreement and the Redeveloper's designation as Redeveloper hereunder but excluding monetary damages. In the event of such termination, except as expressly provided for herein, this Redevelopment Agreement shall be of no further force and effect and neither Party shall have any further rights, liabilities, and/or obligations hereunder. Notwithstanding the foregoing, Redeveloper shall be, and shall remain, fully responsible for payment of any outstanding Township Costs, including costs and/or damages (including, but not limited to, reasonable counsel fees) incurred by the Township on account of such Event of Default.

5.3 Remedies Upon Event of Default of Township. The Township shall be in default ("Township Default") of this Agreement if it materially violates any provision of this Agreement (a "Breach") and fails to cure such Breach, subject to Force Majeure provisions of Section 5.1, within sixty (60) days notice of same from Redeveloper, provided that if such Breach is not susceptible to cure within sixty (60) days and the Township commences and proceeds to cure said Breach with diligence within said sixty (60) days, the Township shall have additional time, not to exceed ninety (90) days from the date of the original notice of Breach, to cure said Breach provided that the Township continues to prosecute the cure of the Breach diligently. In the event of a Township Default, the Redeveloper shall have all available remedies permitted by law, including specific performance and excluding monetary damages.

5.4 Force Majeure Extension. For the purposes of this Redevelopment Agreement, neither the Township nor the Redeveloper shall be considered in breach or in default with respect to its obligations hereunder because of a delay in performance arising from a Force Majeure Event. It is the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Township or the Redeveloper shall be extended for the period of the delay; provided, however, that such delay is actually caused by or results from the Force Majeure Event. The time for completion of any specified obligation hereunder shall be tolled for a period of time up to but not exceeding the period of delay resulting from the occurrence of a Force Majeure Event. During any Force Majeure Event that affects only a portion of a Project, the Redeveloper shall, to the maximum extent feasible, continue to perform its obligations for the balance of the Project unaffected by the Force Majeure Event. The existence or occurrence of a Force Majeure Event shall not prevent the Township or the Redeveloper from declaring a default or the occurrence of an Event of Default by the other Party if the event that is the basis of the Event of Default is not a result of the Force Majeure Event. To invoke the tolling provisions hereunder, the party invoking the provisions hereof must give written Notice to the other party of the occurrence of a Force Majeure as soon as practicable but in no event more than ten (10) Business Days (or such longer period as is reasonably necessary) after the occurrence thereof.

5.5 No Waiver. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either party hereunder in asserting any of its rights or remedies as to any default by the other Party, shall not operate as a waiver of such default, or of any such

rights or remedies, or to deprive the Township or the Redeveloper, as the case may be, of its right to institute and maintain any actions or proceedings in accordance with this Redevelopment Agreement, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

5.6 Remedies Cumulative. No remedy conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

5.7 Termination Rights Related to Litigation. If third-party litigation is commenced challenging the validity of (i) the designation of the Redevelopment Area, (ii) the Redevelopment Plan, or (iii) execution of this Redevelopment Agreement by the Township, the commencement of such litigation shall be a Force Majeure Event effective as of the date of the filing of the summons and complaint if the Redeveloper invokes the Force Majeure provisions this Redevelopment Agreement; provided, however, that (a) the Redeveloper may terminate this Agreement pursuant to Section 4.1(c) hereof; and (b) if such litigation is finally determined in favor of the plaintiff with no further opportunity for appeal, then either Party may terminate this Redevelopment Agreement by written Notice to the other. Upon such termination, except as expressly provided herein, this Agreement shall be of no further force and effect and neither Party hereto shall have any rights, liabilities and/or obligations hereunder.

## ARTICLE 6 FINANCING

### 6.1 Mortgage Financing.

(a) During the term of this Agreement, the Redeveloper shall not engage in any financing or any other transaction creating any Mortgage on the Project with respect to the cost of acquiring the Property and developing the Project (including designing, permitting and constructing the Project), except for: (i) the purpose of obtaining funds in connection with the construction of the Project or as authorized as a Permitted Transfer in connection with Section 3.5 of this Agreement; or (ii) as may be approved by the Township (which approval shall not be unreasonably withheld, delayed or conditioned), provided, however, that upon the issuance of a Certificate of Completion for the Project, or any portion thereof, such prohibition shall no longer apply with respect to the corresponding parcel of land and improvements.

(b) In the event that the Redeveloper is unable to obtain financing for the Project on terms and conditions acceptable to Redeveloper in its sole and absolute discretion, or if Redeveloper determines that financing for the Project cannot be obtained on terms and conditions acceptable to Redeveloper in its sole and absolute discretion, the Redeveloper shall have the right to terminate this Redevelopment Agreement upon written notice to the Township.

(c) If this Redevelopment Agreement is terminated pursuant to the terms of this Section 6.1 then, except as expressly set forth herein to the contrary and upon full payment of all Township Costs accruing until the date of such termination, this Redevelopment Agreement (including, without limitation, all the covenants contained herein) shall be of no further force and

effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

(d) If the Mortgagee reasonably requires any change(s) or modification(s) to the terms of this Redevelopment Agreement, the Township shall reasonably cooperate with the Mortgagee and the Redeveloper in reviewing such proposed change(s) or modification(s) and shall consider them in good faith; provided, however, that any such proposed change or modification shall not materially and adversely alter or modify the rights and obligations of the Redeveloper or the Township, as provided in this Redevelopment Agreement.

6.2 Notice of Default to the Mortgagee and Right to Cure. Whenever the Township shall deliver any Notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper under this Redevelopment Agreement, the Township shall at the same time deliver to each Mortgagee a copy of such Notice or demand, provided that the Redeveloper has delivered to the Township a written Notice of the name and address of such Mortgagee. Each such Mortgagee (insofar as the rights of the Township are concerned) has the right at its option within sixty (60) days after the receipt of such Notice to cure or remedy, or to commence to cure or remedy, any such default which is subject to being cured and to add the cost thereof to the debt and the lien which it holds. The Township shall not seek to enforce any of its remedies under this Agreement during the period in which any such Mortgagee is proceeding diligently and in good faith to cure a Redeveloper Event of Default. If the Mortgagee elects to cure the Event of Default within such 60-day period but has not completed such cure, then, not later than every sixty (60) days thereafter until such Event of Default is cured, Redeveloper shall inform the Township that the Mortgagee is proceeding diligently to cure the Redevelopment Event of Default and shall briefly describe the course of action being pursued to effectuate such cure. Notwithstanding the foregoing, the Township may seek to enforce any of its remedies under this Agreement with respect to a monetary Event of Default if such monetary Event of Default is not cured within such sixty (60) day period after Notice thereof. If possession of the Project is necessary to cure any default or breach, any Mortgagee will be allowed to complete any proceedings required to obtain possession of the Project. Notwithstanding anything contained herein to the contrary, the Township shall retain at all times all statutory rights to enforce the payment of property taxes, payments in lieu of taxes, if applicable, sewer charges, and other municipal charges, including but not limited to those rights granted by the Tax Sale Law, N.J.S.A. 54:5-1 et seq., and/or the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-104.29 et seq.

6.3 No Guarantee of Construction or Completion by Mortgagee.

(a) A Mortgagee shall in no manner be obligated by the provisions of this Redevelopment Agreement to construct or Complete the Project, or to guarantee such construction or Completion; nor shall any covenant or any other provisions be construed so as to obligate a Mortgagee. Nothing contained in this Redevelopment Agreement shall be deemed to permit or authorize such Mortgagee to undertake or continue the construction or Completion of the Project (beyond the extent necessary to conserve or protect the Mortgagee's security, including the improvements or construction already made) without the Mortgagee or Affiliate of Mortgagee first having expressly assumed the Redeveloper's obligations to the Township with respect to the Project by written agreement reasonably satisfactory to the Township.

(b) If a Mortgagee forecloses its Mortgage secured by the Project, or takes title (in its name or the name of an Affiliate) to the Project by deed-in-lieu of foreclosure or similar transaction (collectively a “Foreclosure”), the Mortgagee or its Affiliate shall have the option to either (i) sell the Project to any Person, provided Mortgagee gives the Township Notice of such sale at least thirty (30) days prior to closing and provided such Person assumes the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law, and/or (ii) assume the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law. Any such Mortgagee or other entity assuming such obligations of the Redeveloper, upon Completing the Project shall be entitled, upon written request made to the Township, to a Certificate of Occupancy in accordance with the terms of this Redevelopment Agreement and under Applicable Laws. Nothing in this Redevelopment Agreement shall be construed or deemed to permit or to authorize any Mortgagee, or such other entity assuming such obligations of the Redeveloper, to devote the Property, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses, or Improvements provided for or authorized by this Redevelopment Agreement and the Redevelopment Plan. The Mortgagee or such other entity that assumes the obligations of the Redeveloper shall be entitled to develop the Property or Project in accordance herewith.

6.4 Township’s Option To Pay Mortgage Debt. The Township shall have the right to pay the Mortgage Debt of any Mortgagee, if subsequent to a Construction Event of Default under the terms of this Agreement, any Mortgagee fails to exercise, its rights, pursuant to, and in accordance with, Section 6.2 and 6.3 of this Agreement, and such failure continues for a period of sixty (60) days after such Mortgagee has been notified of the occurrence of the Construction Event of Default; provided, however, that under no circumstances shall the Township have the right to pay the Mortgage Debt of any Mortgagee pursuant to this Section at any time after such Mortgagee has exercised its rights pursuant to and in accordance with Section 6.2 and 6.3 of this Agreement unless such Construction Event of Default shall not have been cured within sixty (60) days after written demand by the Township to do so unless such Construction Event of Default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such sixty (60) days in which case such Mortgagee shall have such longer period as shall be necessary to cure such default, so long as such Mortgagee prosecutes such cure to completion with due diligence and advises the Township of the actions being taken and the progress being made. If the Township pays the Mortgage Debt of a Mortgagee pursuant to the terms of this Section, the Mortgagee shall discharge its Mortgage encumbering the Property. For the purposes hereof, the term “Mortgage Debt” shall mean an amount equal to the sum of: (i) the outstanding Mortgage debt at the time of the Township’s acquisition (less all appropriate credits, including those resulting from collection and application of rentals or other income received by Mortgagee); (ii) all expenses with respect to foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by Mortgagee in and as a direct result of the subsequent management of the Property or relevant portion thereof; (iv) the costs of any Improvements made by Mortgagee; (v) all fees, penalties and other charges due and owing under the Mortgage; (vi) an amount equivalent to the interest that would have accrued on the aggregate of items (i) through (v) had all such amounts become part of the mortgage debt and such debt had continued in existence to maturity.



ARTICLE 7  
PILOT & FINANCIAL AGREEMENT

7.1 PILOT Contingency & Financial Agreement. Redeveloper has applied to the Township for approval of a financial agreement (the "Financial Agreement") providing for, among other things, payments in lieu of taxes pursuant to N.J.S.A. 40A:20-1 et seq. ("PILOT"). If and to the extent available under Applicable Laws, and as requested by Redeveloper, the Township agrees to consider Redeveloper's PILOT application in good faith, but Redeveloper acknowledges that the Township retains full discretion whether to grant the PILOT. In the event that the Township fails to duly approve and execute a form of agreement on terms that are acceptable to the Redeveloper and Township within 120 days following the Effective Date, then prior to the Commencement of Construction, Redeveloper may elect to terminate this Redevelopment Agreement by providing Notice to that effect to the Township (the "PILOT Contingency"). Upon such termination, this Agreement shall be void and of no further force and effect and neither Party hereto shall have any rights, liabilities and/or obligations except as expressly set forth hereunder.

ARTICLE 8  
ESCROW ACCOUNT

8.1 Escrow Account to Cover Township Costs. Concurrent with the execution of this Redevelopment Agreement, the Redeveloper has established with the Township an escrow account (the "Escrow Account") having an initial balance of TEN THOUSAND and 00/100 (\$10,000.00) DOLLARS to cover the Township Costs (the "Escrow Deposit"). Attached to this Agreement as Exhibit E is a description of the agreed upon procedure to be utilized in establishing, funding, and replenishing the Escrow Account and in making disbursements therefrom.

(b) The Parties make reference to the Escrow Agreement between them dated December 13, 2021, which established an escrow account to pay certain costs of the Township prior to the date of this Redevelopment Agreement (the "Escrow Agreement"). To the extent there is any balance in that escrow account as of the date hereof, such balance shall be transferred to the Escrow Account and shall be credited against the initial required balance set forth above. To the extent there is a deficiency in that escrow account to pay for such costs incurred prior to the date of this Agreement that are required to be paid in accordance with the terms of the Escrow Agreement, then such costs shall be paid from the funds in the Escrow Account in accordance with the terms hereof. The Escrow Agreement is hereby terminated.

ARTICLE 9  
MISCELLANEOUS

9.1 No Consideration for Agreement. Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants, and attorneys. The Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Township, any money or other consideration for or in connection with this Redevelopment

Agreement.

9.2 Non-Liability of Officials and Employees.

(a) No member, official or employee of the Township shall be personally liable to Redeveloper, or any successor in interest, in the event of any default or breach by the Township, or for any amount which may become due to Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

(b) No member, officer, shareholder, director, partner, or employee of the Redeveloper shall be personally liable to the Township, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Township, or their successors, on any obligation under the terms of this Redevelopment Agreement.

9.3 Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Redevelopment Agreement shall be valid unless the same is in writing, duly authorized, and signed by Redeveloper and the Township.

9.4 Recitals and Exhibits. The Recitals and all Exhibits annexed to this Redevelopment Agreement are hereby made a part of this Redevelopment Agreement by this reference thereto.

9.5 Entire Agreement. This Redevelopment Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

9.6 Severability. The validity of any Article and Section, clause or provision of this Redevelopment Agreement shall not affect the validity of the remaining Articles and Section, clauses, or provisions hereof.

9.7 Indemnification. In addition to, and not by way of limitation of, any other indemnity set forth in this Agreement, the Redeveloper, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless the Township, its governing body, their respective officers, employees, agents, attorneys, and consultants, representatives and respective successors and assigns from any third-party claims, liabilities, losses, costs, damages, penalties, and expenses (including reasonable attorney's fees) resulting from or in connection with the acts or omissions of the Redeveloper or of the Redeveloper's agents, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project, but excluding any third-party claims, liabilities, losses, costs, damages, penalties, and expenses caused by negligent acts or omissions by the Township. This Section shall survive termination of this Redevelopment Agreement.

9.8 Notices. A notice, demand, or other communication required to be given under this Redevelopment Agreement by any Party to the other (a "Notice") shall be in writing and shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail,

postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (with receipt acknowledged) to the Parties at their respective addresses set forth herein, or at such other address or addresses with respect to the Parties or their counsel as any Party may, from time to time, designate in writing and forward to the others as provided in this Section.

As to the Township:

Township of Maplewood  
574 Valley Street  
Maplewood, New Jersey 07040  
Attn: Mayor and Business Administrator

With a copy to:

Roger J. Desiderio, Esq.  
Bendit Weinstock, P.A.  
80 Main Street  
West Orange, New Jersey 07052

And to:

Jennifer L. Credidio, Esq.  
McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue, 2nd Floor  
Roseland, New Jersey 07068

As to the Redeveloper:

7 Parker W Urban Renewal LLC  
63 Maplewood Avenue  
Maplewood, New Jersey 07040  
Attn: Brandon Collier

And to:

Thomas J. Trautner, Esq.  
Chiesa, Shahinian & Giantomasi, P.C.  
One Boland Drive  
West Orange, New Jersey 07052

And to:

Any Mortgagee as may be required in accordance with Section 6.2 hereof.

From time to time either Party may designate a different person or address for all the purposes of this Notice provision by giving the other Party no less than ten (10) days' Notice in advance of such change of address in accordance with the provisions hereof. Notices shall be effective upon the earlier of receipt or rejection of delivery by the addressee, provided, that any Notice delivered by telecopy shall be deemed to have been received by such Party at the time of transmission, provided that a hard copy and transmission confirmation is simultaneously sent by a recognized overnight national carrier service for next business day delivery. Any Notice given by an attorney for a Party shall be effective for all purposes.

9.9 Further Assurances/Cooperation. The Parties shall cooperate with each other as reasonably necessary to effectuate the Project. From time to time at the request of either the Redeveloper or the Township, the other Party shall execute, acknowledge, and deliver such other and further documents as the requesting Party may reasonably request to better effectuate the provisions of this Redevelopment Agreement.

9.10 Governing Law, Forum Selection, and Waiver of Jury Trial. The Parties agree that this Redevelopment Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the Parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Essex County, for the purpose of any suit, action, proceeding, or judgment relating to or arising out of this Redevelopment Agreement and the transactions contemplated thereby. Each Party hereto irrevocably waives any objection to the laying of venue of any such action or proceeding brought in said Court and irrevocably waives any claim that any such suit, action or proceeding brought in said Court has been brought in any inconvenient forum. The Parties further agree that any claims relating to or arising out of this Redevelopment Agreement and the transactions contemplated thereby shall be tried before a judge and without a trial by jury.

9.11 Counterparts. This Redevelopment Agreement may be executed in one or more counterparts (which may be copies delivered electronically or by facsimile), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

9.12 Estoppel Certificates. Within fourteen (14) days following written request therefore by a Party hereto, the other Party shall issue a signed certificate ("Estoppel Certificate") stating that (i) this Redevelopment Agreement is in full force and effect, (ii) there is no Event of Default under this Redevelopment Agreement (nor any event which, with the passage of time and the giving of Notice would result in an Event of Default under this Redevelopment Agreement), or stating the nature of the Event of Default or other such event, if any, and (iii) any other matter reasonably requested. No more than three (3) Estoppel Certificates per year may be requested by each Party.



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FOLLOWS.

IN WITNESS WHEREOF, the parties have executed this Redevelopment Agreement effective as of the latest date of the signatures affixed hereto.

Attest:

TOWNSHIP OF MAPLEWOOD

\_\_\_\_\_  
Elizabeth J. Fritzen, Township Clerk

By: \_\_\_\_\_  
Hon. Dean Dafis, Mayor

SEAL

Dated: \_\_\_\_\_

WITNESS:

7 PARKER W URBAN RENEWAL LLC

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

Exhibit A

LEGAL DESCRIPTION OF  
THE PROPERTY

Exhibit B

SITE PLAN

Exhibit C

FORM OF DECLARATION OF COVENANTS AND RESTRICTIONS

RECORD AND RETURN TO:

Tiena Cofoni, Esq.

McManimon, Scotland and Baumann, LLC

75 Livingston Ave, Second Floor

Roseland, New Jersey 07068

**DECLARATION OF COVENANTS AND RESTRICTIONS**

This Declaration of Covenants and Restrictions is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **TOWNSHIP OF MAPLEWOOD** (the “**Township**”), a municipal corporation of the State of New Jersey having its offices at 574 Valley Street, Maplewood, New Jersey 07040, in its capacity as redevelopment entity pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-4(c) (the “**Redevelopment Law**”),

and

**7 PARKER W URBAN RENEWAL LLC** a New Jersey limited liability company, having its offices at 63 Maplewood Avenue, Maplewood, New Jersey 07040 (together with permitted successors or assigns, the “**Redeveloper**”).

**WITNESSETH**

**WHEREAS**, on October 19, 2021, the Municipal Council of the Township (the “**Governing Body**”) adopted a resolution designating certain property within its borders, and identified on the Official Tax Maps of the Township as Block 16.01, Lot 32, as an area in need of redevelopment (the “**Redevelopment Area**”) pursuant to and in accordance with the requirements of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Redevelopment Law**”), and

**WHEREAS**, on September 20, 2022, the Township adopted Ordinance # 3068-22 enacting a redevelopment plan for the Redevelopment Area entitled the “**Redevelopment Plan for 7 Parker Avenue West**” (as amended, the “**Redevelopment Plan**”); and

**WHEREAS**, pursuant to N.J.S.A. 40A:12-4, the Township has determined to act as the “redevelopment entity” (as such term is defined at N.J.S.A. 40A:12A-3 of the LRHL) for the Redevelopment Area; and

**WHEREAS**, the Redeveloper proposes to redevelop certain property within the

Redevelopment Area identified on the official Tax Maps of the Township as Block 16.01, Lot 32 and commonly known as 7 Parker Avenue West, Maplewood, New Jersey 07040 (the “Property,” as more particularly described by metes and bounds attached hereto as **Exhibit A**); and

**WHEREAS**, the Redeveloper agreed to develop, construct and implement that certain Project defined in the Redevelopment Agreement executed by and between the City and the Redeveloper as of \_\_\_\_\_, 2023 (the “**Redevelopment Agreement**”) in accordance with N.J.S.A. 40A:12A-8(f) of the Redevelopment Law; and

**WHEREAS**, N.J.S.A. 40A:12A-9(a) of the Redevelopment Law requires that all agreements, leases, deeds and other instruments between a municipality and a redeveloper shall contain a covenant running with the land requiring, among other things, that “. . . the owner shall construct only the uses established in the current redevelopment plan . . . ”; and

**WHEREAS**, the Redevelopment Agreement contains such a covenant by the Redeveloper and its successor or assigns for as long as the Redevelopment Agreement remains in effect, as well as a perpetual covenant by the Redeveloper and its successor or assigns not to unlawfully discriminate upon the basis of age, race color creed, religion, ancestry, national origin, sex or familial status in the sale, lease, rental, use or occupancy of the Redevelopment Area or any building or structures erected thereon; and

**WHEREAS**, the Redevelopment Agreement also provides that the Project Area, the Redevelopment Agreement, and Redeveloper’s interest therein shall not be transferable, subject to certain conditions, prior to the issuance of a Certificate of Completion and further provides certain remedies to the City for violations of the covenants and defaults under the Redevelopment Agreement; and

**WHEREAS**, the Redevelopment Agreement requires that such covenants be memorialized in a Declaration of Restrictions and said Declaration be recorded in the Essex County Clerk’s Office,

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

Section 1. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Redevelopment Agreement.

Section 2. Redeveloper covenants and agrees that, subject to the terms of the Redevelopment Agreement:

(a) The Redeveloper shall construct the Project on the Property in accordance with, and subject to the terms of, the Redevelopment Plan, this Redevelopment Agreement, and all

Applicable Laws and Governmental Approvals;

(b) Except for Permitted Transfers, which shall not require written consent of the Township, and subject to the terms of Section 3.5(a) hereof, prior to the issuance of a Certificate of Completion for the Project, the Redeveloper shall not effect a Transfer without the written consent of the Township, which shall not be unreasonably withheld, conditioned or delayed;

(c) In connection with its use or occupancy of the Project, the Redeveloper shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex, or familial status, and the Redeveloper, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status;

(d) Subject to and in accordance with the terms hereof, upon Completion of Construction, Redeveloper shall obtain a Certificate of Occupancy and all other Government Approvals required for the occupancy and uses of the Project; and the Redeveloper shall use the Property and/or Project only for the purposes contemplated by this Redevelopment Agreement and the Redevelopment Plan;

(e) Subject to and in accordance with the terms hereof, Redeveloper shall cause the Project to be developed, financed, constructed, operated, and maintained at its sole cost and expense;

(f) Subject to and in accordance with the terms hereof, Redeveloper shall develop, finance, construct, operate, and maintain the Project consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Redevelopment Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in this Redevelopment Agreement;

(g) Prior to the issuance of a Certificate of Completion, Redeveloper shall not encumber, hypothecate, or otherwise use the Property, or any part thereof as collateral for any transaction unrelated to the Project;

(h) Redeveloper will promptly pay any and all taxes, service charges, special assessments, or similar obligations when owed with respect to the Property and any other property owned by Redeveloper situated in the Township; and

(i) Manage, operate and restrict, as applicable, the On-Site Units in accordance with the affordability standards set forth at Section 4.5 of the Redevelopment Agreement.

Section 3. It is intended and agreed that the covenants and restrictions set forth in Section 2 shall be covenants running with the land. All covenants in Section 2, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the

Township and its successors and assigns, and any successor in interest to the Project Area, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Project Area or any part thereof. Notwithstanding the foregoing, the agreements and covenants set forth in Section 2 shall cease and terminate upon the issuance of a Certificate of Completion, provided, however, that the covenants in Section 3.2(c) shall remain in effect without limitation as to time.

Section 4. In amplification, and not in restriction of the provisions of this Declaration, it is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 2 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

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SIGNATURE PAGE FOLLOWS.



## Exhibit D

## EXISTING MEMBERS

Name	% of Owner
Brandon Collier	50.00%
Robby Shah	50.00%

## Exhibit E

## ESCROW PROCEDURES

**Escrow Deposit.** The Escrow Deposit is separate from and in addition to all other application fees and escrow deposits that may be required by the Township pursuant to the terms of the Redevelopment Agreement, including any applications for land use approvals that may be needed to implement the Redevelopment Plan. Additions to the Escrow Deposit may subsequently become necessary to cover all reimbursable expenses incurred by the Township, as "Escrowee", pursuant to the terms of this Agreement.

**Deposit and Administration of Escrow Funds.** The Escrow Deposit and all additions thereto shall be held by the Escrowee in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in a segregated, non-interest bearing account referenced to this Agreement.

**Payments from the Escrow Funds.** (a) The Escrowee shall use the Escrow Deposit and all additions thereto to pay Township Costs in accordance with the provisions of the Redevelopment Agreement.

(b) Each payment for professional services charged to the Escrow Account shall be pursuant to a voucher from the professional or consultant, identifying the personnel performing services, each date the services were performed, the hours spent in not greater than one-tenth (1/10) hour increments, the hourly rate, and specifying the services performed. All professionals shall submit the required vouchers or statements to the Escrowee on a monthly basis in accordance with the schedule and procedures established by the Escrowee. The professionals or the Escrowee shall simultaneously send an informational copy of each voucher or statement submitted to the Escrowee to the Redeveloper; provided, that each such informational voucher or statement may be redacted if and as necessary to prevent disclosure of privileged or otherwise confidential matters. Rates shall be set forth in fee arrangements with Township from time to time.

**Accounting and Additional Deposits.** Within three (3) business days after a written request by the Redeveloper is received by the Township Attorney, the Escrowee shall prepare and send to the Redeveloper a statement which shall include an accounting of funds listing all deposits, disbursements and the cumulative balance of the Escrow Account. If at any time the balance in the Escrow Account is less than FIVE THOUSAND and 00/100 (\$5,000.00) DOLLARS, the Escrowee shall provide the Redeveloper with a notice of the insufficient Escrow Account balance. Redeveloper shall deposit to the Escrow Account additional funds such that the total amount on deposit shall be not less than TEN THOUSAND and 00/100 (\$10,000.00) DOLLARS, such deposit to be made within five (5) Business Days after the Escrowee's notice, failing which the Escrowee may unilaterally cease work without liability to the Redeveloper.

**Close Out Procedures.** Upon the issuance of a Certificate of Occupancy or other termination of this Redevelopment Agreement, the Redeveloper shall send written Notice by certified mail to the Escrowee requesting that the remaining balance of the Escrow Account be

refunded, or otherwise applied in accordance with the provisions of this Redevelopment Agreement. After receipt of such notice, the professional(s) shall render a final bill to Escrowee within thirty (30) days, and shall send an informational copy simultaneously to the Redeveloper. Within thirty (30) days after receipt of the final bill the Escrowee shall pay all outstanding bills and render a written final accounting to the Redeveloper. The Redeveloper will not be responsible for any additional charges once the final accounting has been rendered by the Escrowee in accordance with this section. This Section shall survive issuance of a Certificate of Occupancy or other termination of this Redevelopment Agreement.

Disputed Charges. (a) The Redeveloper may dispute the propriety or reasonableness of Township Costs paid out of the Escrow Account by written Notice to the Escrowee. A copy of such Notice shall be sent simultaneously to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written Notice of a disputed charge shall be given within thirty (30) days after the Redeveloper's receipt of the informational copy of the professional's voucher, invoice, statement or bill, except that if the professional has not supplied the Redeveloper with an informational copy of the voucher, invoice, statement or bill, then the Redeveloper shall send Notice within thirty (30) days after receipt of the first statement of activity against the Escrow Account containing the disputed charge. Failure to dispute a charge in writing within the prescribed time shall constitute the Redeveloper's acceptance of the charge and a waiver by the Redeveloper of all objections to the charge and to payment thereof out of the Escrow Account. The terms of this Section shall survive termination of this Redevelopment Agreement.

(b) If the Escrowee and the Redeveloper cannot agree on the resolution of a disputed charge, the parties agree to arbitrate the matter, with a retired judge mutually agreeable to the parties acting as arbitrator. During the pendency of a dispute, the Escrowee shall not pay the disputed charges out of the escrow account, but may continue to pay undisputed charges out of the escrow account.

The terms of this exhibit shall survive termination of this Redevelopment Agreement.

Exhibit F

TOWNSHIP GREEN DEVELOPMENT CHECKLIST

Exhibit G

OFF-SITE IMPROVEMENT WORK

# TOWNSHIP OF MAPLEWOOD



## ORDINANCE

**#3092-23**

**AN ORDINANCE  
DESIGNATING PERMIT PARKING FOR  
MAPLEWOOD MIDDLE SCHOOL EMPLOYEES**

*"Interpretive Statement"*

*This Ordinance will designate certain spaces located on Dunnell Road for Maplewood Middle School Employee Parking, school days from 7:00 a.m to 4:00 p.m.*

**WHEREAS**, Maplewood Middle School Employees are in need of parking while school is in session; and

**WHEREAS**, the Township of Maplewood ("Township") wishes to help accommodate parking for Maplewood Middle School Employees.

**NOW, THEREFORE, BE IT ORDAINED**, by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey that:

**FIRST:**

1. An area beginning at a point 9 feet west of the intersection of Maple Avenue and Dunnell Road proceeding westerly 172 feet on Dunnell Road, approximately 19 parking spaces, shall be designated as Maplewood Middle School Employee Permit Parking, school days 7:00 a.m. to 4:00 p.m.
2. The Department of Public Works, as soon as practical, shall place signage on the designated spaces, stating Maplewood Middle School Employee Permit Parking, school days 7:00 a.m. to 4:00 p.m.

**SECOND: Severability**

If any section, paragraph, subparagraph, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the specific section, paragraph,

subparagraph, clause or provision so adjudged and the remainder of the Ordinance shall be deemed valid and effective.

**THIRD: Repeal of Prior Ordinances**

Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance be and the same are hereby repealed to the extent of any such inconsistencies.

**FOURTH: Effective Date**

This Ordinance shall take effect after final passage and publication and as provided by law.

**PUBLIC NOTICE** is hereby given that the foregoing proposed Ordinance was introduced and read by title at a meeting of the Township Committee of the Township of Maplewood, held on April 4, 2023, and that the Township Committee met again on April 18, 2023, at the Municipal Building, 574 Valley Street, Maplewood, New Jersey, at which time and place the Township Committee held a hearing and proceeded to consider the said Ordinance on final reading and final passage.

**ELIZABETH J. FRITZEN, R.M.C.**  
Township Clerk

# TOWNSHIP OF MAPLEWOOD



## ORDINANCE

**# 3093-23**

**AN ORDINANCE  
TO AUTHORIZE THE INSTALLATION  
OF STOP SIGNS ON JEFFERSON AVENUE**

*"Interpretive Statement"*

*This ordinance will authorize the installation of stop signs on Jefferson Avenue at the intersections of Maplewood Avenue, Woodland Road and Walton Road.*

**WHEREAS**, the Township of Maplewood ("Township") Engineering Department with its consultant, Dynamic Traffic, performed a study to determine whether stop signs were appropriate for the intersections along Jefferson Avenue; and

**WHEREAS**, the Engineering Department found that the roads in question are under municipal jurisdiction and therefore do not need New Jersey Commission of Transportation approval for the installation of stop signs; and

**WHEREAS**, the Township Engineering Department and Dynamic Traffic, using the Manual of Uniform Traffic Control Devices, did a study and determined that stop signs at the referenced intersections do meet the necessary requirements; and

**WHEREAS**, the Township Engineering Department recommends that stop signs be installed on Jefferson Avenue at Maplewood Avenue, Woodland Road and Walton Road.

**NOW, THEREFORE, BE IT ORDAINED**, by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey that:

**FIRST:**

1. Jefferson Avenue be and is hereby designated a stop street at its intersection with Maplewood Avenue, in both directions.



2. Jefferson Avenue be and is hereby designated a stop street at its intersection with Walton Road, East bound.
3. Jefferson Avenue be and is hereby designated stop street at its intersection with Woodland Road, West bound.
4. Stop signs be installed at all intersections referenced herein.
5. The Township Department of Public Works install the aforementioned stop signs as a permanent traffic control as soon as practical.
6. That all appropriate markings and traffic controls be installed at the direction of the Township Engineering Department.

**SECOND:    Severability**

If any section, paragraph, subparagraph, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the specific section, paragraph, subparagraph, clause or provision so adjudged and the remainder of the Ordinance shall be deemed valid and effective.

**THIRD:    Repeal of Prior Ordinances**

Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance be and the same are hereby repealed to the extent of any such inconsistencies.

**FOURTH:    Effective Date**

This Ordinance shall take effect after final passage and publication as provided by law.

**PUBLIC NOTICE** is hereby given that the foregoing proposed Ordinance was introduced and read by title at a meeting of the Township Committee of the Township of Maplewood, held on April 4, 2023, and that the Township Committee met again on April 18, 2023, at the Municipal Building, 574 Valley Street, Maplewood, New Jersey, at which time and place the Township Committee held a hearing and proceeded to consider the said Ordinance on final reading and final passage.

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**ELIZABETH J. FRITZEN, R.M.C.**  
Township Clerk



# **TOWNSHIP OF MAPLEWOOD**



## **ORDINANCE 3094-23**

### **CALENDAR YEAR 2023**

### **ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)**

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

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

WHEREAS, the Governing Body of the Township of Maplewood, in the County of Essex, finds it advisable and necessary to increase its CY 2023 Budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Governing Body hereby determines that a 3.5% increase in the Budget for said year, amounting to \$358,894.20 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Governing Body hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Township of Maplewood, in the County of Essex, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2023 Budget year, the final appropriations of the Township of Maplewood shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5%, amounting to \$1,256,103.45, and that the CY 2023 Municipal Budget for the Township of Maplewood be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

<b>Recorded Vote</b>	<b>Moved</b>	<b>Second</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Dean Dafis						
Deborah Engel						
Nancy Adams						
Jamaine Cripe						
Victor DeLuca						

This Ordinance shall take effect after final passage and publication as provided by law.

Pubic Note is hereby given that the foregoing proposed Ordinance was introduced and read by title at a meeting of the Township Committee held on April 4, 2023 and that the Township Committee will meet again on May 2, 2023 at the Municipal Building, 574 Valley Street, Maplewood, New Jersey, at which time and place the Township Committee will hold a hearing and proceed to consider the said Ordinance on final reading and final passage.

I, Elizabeth J. Fritzen, Township Clerk in the Township of Maplewood, in the County of Essex and State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey at a regular meeting of said Committee held on April 4, 2023.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Township of Maplewood, in the County of Essex and State of New Jersey this 4th day of April, 2023.

\_\_\_\_\_  
Elizabeth J. Fritzen, R.M.C., C.M.C.  
Township Clerk

**TOWNSHIP OF MAPLEWOOD**



**RESOLUTION NUMBER 114-23**

**INTRODUCTION OF THE 2023 MUNICIPAL BUDGET**

SEE ATTACHED SHEET 2 AND SHEET 3

<b>Recorded Vote</b>	<b>Moved</b>	<b>Second</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Dean Dafis						
Deborah Engel						
Nancy Adams						
Jamaine Cripe						
Victor DeLuca						

I, Elizabeth J. Fritzen, Township Clerk in the Township of Maplewood, in the County of Essex and State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey at a regular meeting of said Committee held on April 4, 2023.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Township of Maplewood, in the County of Essex and State of New Jersey this 4th day of April, 2023.

\_\_\_\_\_  
Elizabeth J. Fritzen, R.M.C., C.M.C.  
Township Clerk

# MUNICIPAL BUDGET NOTICE

## Section 1.

Municipal Budget of the TOWNSHIP of MAPLEWOOD, County of ESSEX for the Fiscal Year 2023

Be it Resolved, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the year 2023;

Be it Further Resolved, that said Budget be published in the Maplewood South Orange News Record

in the issue of April 13, 2023

The Governing Body of the TOWNSHIP of MAPLEWOOD does hereby approve the following as the Budget for the year 2023:

### RECORDED VOTE

(Insert Last Name)

Ayes

Nays

Abstained

Absent

Notice is hereby given that the Budget and Tax Resolution was approved by the COMMITTEEPERSONS of the TOWNSHIP of MAPLEWOOD, County of ESSEX, on April 4th, 2023.

A Hearing on the Budget and Tax Resolution will be held at TOWNSHIP OF MAPLEWOOD, on May 2, 2023 at 7:30 o'clock P.M. at which time and place objections to said Budget and Tax Resolution for the year 2023 may be presented by taxpayers or other interested persons.

**EXPLANATORY STATEMENT**  
**SUMMARY OF CURRENT FUND SECTION OF APPROVED BUDGET**

	YEAR 2023
General Appropriations For: (Reference to item and sheet number should be omitted in advertised budget)	XXXXXXXXXXXXXX
1. Appropriations within "CAPS" -	XXXXXXXXXXXXXX
(a) Municipal Purposes {(Item H-1, Sheet 19)(N.J.S.A. 40A:4-45.2)}	37,198,811.00
2. Appropriations excluded from "CAPS" -	XXXXXXXXXXXXXX
(a) Municipal Purposes {(Item H-2, Sheet 28)(N.J.S.A. 40A:4-53.3 as amended)}	15,309,733.42
(b) Local District School Purposes in Municipal Budget (Item K, Sheet 29)	-
Total General Appropriations excluded from "CAPS" (Item O, Sheet 29)	15,309,733.42
3. Reserve for Uncollected Taxes (Item M, Sheet 29) Based on Estimated	1,650,000.00
98.81% Percent of Tax Collections	
Building Aid Allowance 2023 - \$ _____	
for Schools-State Aid 2022 - \$ _____	54,158,544.42
4. Total General Appropriations (Item 9, Sheet 29)	14,949,119.42
5. Less: Anticipated Revenues Other Than Current Property Tax (Item 5, Sheet 11) (i.e. Surplus, Miscellaneous Revenues and Receipts from Delinquent Taxes)	
6. Difference: Amount to be Raised by Taxes for Support of Municipal Budget (as follows)	XXXXXXXXXXXXXX
(a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes (Item 6(a), Sheet 11)	37,547,246.00
(b) Addition to Local District School Tax (Item 6(b), Sheet 11)	-
(c) Minimum Library Tax	1,662,179.00

TOWNSHIP OF MAPLEWOOD  
MINUTES  
TUESDAY, JANUARY 17, 2023

1. SALUTE TO THE AMERICAN FLAG

The Chair led all assembled in a Salute to the American Flag.

2. STATEMENT

“Pursuant to Section 5, Chapter 231, P.L. 1975, this is to state for the record that adequate notice of this meeting has been provided to the public by posting and maintaining the annual notice of regular meetings on the Bulletin Board of the Municipal Building, by mailing the annual notice of regular meetings for 2023 to the News-Record and Star Ledger in December 2022, and by filing said notice in the Office of the Township Clerk.”

3. ROLL CALL

Ms. Nancy Adams, Ms. Jamaine Cripe, Mr. Victor De Luca, Ms. Deborah Engel and Mayor Dean Dafis.

ALSO PRESENT: Roger J. Desiderio, Township Attorney, Gregg Schuster, Interim Township Administrator, Bailey Barnett, Assistant Administrator, and Elizabeth J. Fritzen, Township Clerk.

ABSENT: None.

**WHEREAS**, Chapter 231, P.L. 1975, commonly known as the “Open Public Meeting Act”, requires that all meetings of Public Bodies be open to the public; and

**WHEREAS**, Section 7.a. provides that the Governing Body has the discretion to permit, prohibit or regulate the active participation of the public at any meeting; and

**WHEREAS**, it is the desire of this Governing Body to comply with the provision of this act and at the same time to conduct its business in an orderly and expeditious manner.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Maplewood that it does hereby prohibit, except as set forth in the formal agenda, active participation in the deliberations of the Governing Body by the public and, except as otherwise prescribed by law, does limit the public to observation of the actions and discussions of the Governing Body at all of its regular and special meetings.

Ayes: Ms. Adams, Ms. Cripe, Mr. De Luca, Ms. Engel, and Mayor Dafis.



Nays: None.

Motion carries.

4. MAYOR'S INTRODUCTION

Mayor Dafis gave an overview of the evening's agenda.

5. PROCLAMATION- Mayor's Wellness Campaign read by Mayor Dafis.

6. NEW ARTS & CULTURE MANAGER - Sally Unsworth

Mayor Dafis introduced the new Manager of the Division of Arts & Culture, Sally Unsworth. Ms. Unsworth made a statement about her new position in the Township of Maplewood.

7. PUBLIC COMMENT - AGENDA ITEMS ONLY

Claire Roberts inquired about the status of the Animal Control contract. Mr. Schuster responded that motion will follow suit in his report.

8. The Township Clerk read by title.

INTRODUCTION OF ORDINANCE  
ORDINANCE # 3083-23

AN ORDINANCE TO AMEND CHAPTER 193 OF THE CODE  
OF THE TOWNSHIP OF MAPLEWOOD ENTITLED  
MAPLEWOOD COMMUNITY POOL

Ms. Cripe moved the passage of this ordinance on first reading, its publication according to law in the Maplewood South Orange News Record, and a hearing to be held February 7, 2023. Ms. Engel seconded.

Ayes: Ms. Adams, Ms. Cripe, Mr. De Luca, Ms. Engel, and Mayor Dafis.

Nays: None.

Mr. Desiderio then read the interpretative statement.

(Hearing to be held February 7, 2023)

9. REPORTS FROM DEPARTMENTS

Chief Financial Officer - December 2022 Budget Report

10. ADMINISTRATIVE REPORTS

a. Gregg Schuster, Interim Township Administrator

- Mr. Schuster reported on the closing of the budget process and upcoming hearings.
- Mr. Schuster reported on the Animal Control agreement with Bloomfield and requested a motion.

Ms. Engel moved for the approval of the animal control agreement with Bloomfield Township. Ms. Cripe seconded.

Ayes: Ms. Adams, Ms. Cripe, Mr. De Luca, Ms. Engel, and Mayor Dafis.

Nays: None.

- Mr. Schuster reported on the Concession Stand Bid via the Department of Community Services.

Mr. De Luca moved to authorize the bid for the Maplewood Community Pool Concession Stand Bid. Ms. Adams seconded.

Ayes: Ms. Adams, Ms. Cripe, Mr. De Luca, Ms. Engel, and Mayor Dafis.

Nays: None.

- Ms. Adams inquired about the upcoming budget packets for the Township Committee. Mr. Schuster to follow up.
- Ms. Barnett reported on the OSTF's budget status.
- Mayor Dafis inquired about the police scanner quality as per Public Safety Meeting. Mr. Schuster followed up about status of vendor coming out to fix this issue.
- Mayor Dafis inquired about issue of lighting throughout Township via Public Safety meeting as well. Mr. Schuster to speak with Police Department and Public Works to follow up.
- Mayor Dafis made a statement surrounding communications about recycling and designated parking spots.

b. Roger Desiderio, Township Attorney

- Mr. Desiderio reported on shared services agreements with Millburn for Plumbing and Electrical sub code officials.

Ms. Adams moved to renew this shared service agreement. Mr. De Luca seconded.

Ayes: Ms. Adams, Ms. Cripe, Mr. De Luca, Ms. Engel, and Mayor Dafis.

Nays: None.

c. Elizabeth J. Fritzen, Township Clerk

- Ms. Fritzen reported on 2023 parking passes.
- Ms. Fritzen reported on event planning meetings.
- Ms. Fritzen reported on public notices for Subcommittees.
- Mayor Dafis inquired about digitization of parking permits and requested communication to residents. Ms. Fritzen to work with Ms. Barnett.

11. REPORTS FROM ELECTED OFFICIALS

a. Committee Member Jamaine Cripe

- Ms. Cripe reported on Black History Month event meeting.
- Ms. Cripe reported on concerns from residents living in the Lightning Brook neighborhood.
- Lastly, Ms. Cripe reported on pedestrian concerns.
- Ms. Cripe also thanked the governing body for passing of the heat advisory for the Maplewood Pool and asked for residents to volunteer within the Township.

b. Committee Member De Luca

- Mr. De Luca highlighted items on the consent agenda including fixing the front of the Woodland and finalizing the silt seeding at DeHart.
- Mr. De Luca reported on further potential repairs needed for DeHart Park.
- Lastly, Mr. De Luca reported on upcoming candlelight march for Ukraine.

c. Committee Member Nancy Adams

- Ms. Adams moved for the reappointment of John Gordon, Mara Ebert, and Julian Helsenek for the Historic Preservation Commission. Mayor Dafis seconded.

Ayes: Ms. Adams, Ms. Cripe, Mr. De Luca, Ms. Engel, and Mayor Dafis.

Nays: None.

- Ms. Adams reported on recycling.
- Lastly, Ms. Adams reported on Women’s History Month.

d. Deputy Mayor Deborah Engel

- Ms. Engel reported on upcoming camp registrations.

e. Mayor Dean Dafis

- Mayor Dafis reported on the Anchor Program Property Tax Relief.
- Mayor Dafis reported on schedule for “Meet the TC”.
- Mayor Dafis reported on return of “in-person” meetings for Township Committee.
- Mayor Dafis reported on NJ Family Care “Cover All Kids”.
- Mayor Dafis reported on the Master Plan.
- Mayor Dafis reported on upcoming “Meet the Chief” Police Department event.
- Ms. Barnett reported on upcoming Revaluation Meeting.

12. DISCUSSION ITEMS

a. Appointment of Nancy Adams as the 2023 Township Committee Liaison to the Historic Preservation Commission (VD)

- Mr. De Luca moved to appoint Ms. Adams to the Historic Preservation Committee. Mayor Dafis seconded.

Ayes: Ms. Adams, Ms. Cripe, Mr. De Luca, Ms. Engel, and Mayor Dafis.

Nays: None.

b. Girl Scout PSA about revised recycling (DE)

- Ms. Engel reported on Tuscan 5<sup>th</sup> graders video for the new recycling program distribution and requested reimbursement for the cost put out by the Troop.

Mr. De Luca moved for the reimbursement of \$220. Ms. Cripe seconded.

Ayes: Ms. Adams, Ms. Cripe, Mr. De Luca, Ms. Engel, and Mayor Dafis.

Nays: None.

c. Authorization to apply for NJ DEP grant for Historic Structure Preservation Plan for The Woodland - Historic Preservation Commission request (VD)

- Mr. De Luca spoke on grant requirements for application and details

surrounding a new plan for The Woodland building as per request of the Historic Preservation.

- Ms. Adams elaborated on application process.
- Mayor Dafis requested more information on the repairs needed. Mr. De Luca explained that this would be exterior repairs.
- Ms. Adams explained HPC's approval of repairs. \_

13. The Township Clerk read by title.

RESOLUTION NO. 24-23  
IN SUPPORT OF THE APPLICATION FOR A 2023  
NEW JERSEY HISTORIC PRESERVATION FUND  
CERTIFIED LOCAL GOVERNMENT GRANT.

Mr. De Luca moved to approve Resolution 24-23. Ms. Adams seconded.

Ayes: Ms. Adams, Ms. Cripe, Mr. De Luca, Ms. Engel, and Mayor Dafis.

Nays: None.

14. CONSENT AGENDA

Mayor Dafis moved for the adoption of items 14E- 14X. Ms. Adams seconded.

Ayes: Ms. Adams, Ms. Cripe, Mr. De Luca, Ms. Engel, and Mayor Dafis.

Nays: None.

Mr. De Luca moved for the adoption of items 14A-14D. Mayor Dafis seconded.

Ayes: Ms. Cripe, Mr. De Luca, and Mayor Dafis.

Nays: None.

Abstained: Ms. Adams and Ms. Engel.

15. PUBLIC COMMENT- ANY SUBJECT MATTER

Kasha, SOMA Justice, spoke about the budget and Cannabis Sales monies ideas including funneling money to Maplewood Community Pool.

Joan Crystal asked about status of Board and Committee appointments that were expirations.

Mayor Dafis entertained a moment of silence for Dwight West.

16. ADJOURNMENT

*This meeting ended at 8:43pm.* To meet again on Tuesday, February 7, 2023 at the Maplewood Municipal Building (remotely)

TOWNSHIP OF MAPLEWOOD  
MINUTES  
TUESDAY, FEBRUARY 7, 2023

1. SALUTE TO THE AMERICAN FLAG

The Chair led all assembled in a Salute to the American Flag.

2. STATEMENT

“Pursuant to Section 5, Chapter 231, P.L. 1975, this is to state for the record that adequate notice of this meeting has been provided to the public by posting and maintaining the annual notice of regular meetings on the Bulletin Board of the Municipal Building, by mailing the annual notice of regular meetings for 2023 to the News-Record and Star Ledger in December 2022, and by filing said notice in the Office of the Township Clerk.”

3. ROLL CALL

Ms. Nancy Adams, Ms. Jamaine Cripe, Mr. Victor De Luca, Ms. Deborah Engel and Mayor Dean Dafis.

ALSO PRESENT: Roger J. Desiderio, Township Attorney, Gregg Schuster, Interim Township Administrator, Bailey Barnett, Assistant Administrator, and Elizabeth J. Fritzen, Township Clerk.

ABSENT: None.

**WHEREAS**, Chapter 231, P.L. 1975, commonly known as the “Open Public Meeting Act”, requires that all meetings of Public Bodies be open to the public; and

**WHEREAS**, Section 7.a. provides that the Governing Body has the discretion to permit, prohibit or regulate the active participation of the public at any meeting; and

**WHEREAS**, it is the desire of this Governing Body to comply with the provision of this act and at the same time to conduct its business in an orderly and expeditious manner.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Maplewood that it does hereby prohibit, except as set forth in the formal agenda, active participation in the deliberations of the Governing Body by the public and, except as otherwise prescribed by law, does limit the public to observation of the actions and discussions of the Governing Body at all of its regular and special meetings.

Ayes: Ms. Adams, Ms. Cripe, Mr. De Luca, Ms. Engel, and Mayor Dafis.





*(This ordinance will establish that the Maplewood Community Pool will open to all Maplewood Residents, whether or not they are pool members, when weather forecasts call for extreme heat.)*

Mayor Dafis declared the time open for a hearing on the Ordinance.

Hearing no one, Mayor Dafis closed the hearing.

Ms. Cripe moved that the ordinance be adopted as a whole and the Clerk be directed to publish the same as a passed ordinance in the Maplewood South Orange News Record according to law. Ms. Engel seconded.

Ayes: Ms. Adams, Ms. Cripe, Mr. De Luca, Ms. Engel, and Mayor Dafis.

Nays: None.

10. The Township Clerk read by title.

NA/DE INTRODUCTION OF ORDINANCE  
ORDINANCE NUMBER 3084-23

AN ORDINANCE TO AMEND CHAPTER 271 OF THE CODE  
OF THE TOWNSHIP OF MAPLEWOOD ENTITLED ZONING  
AND DEVELOPMENT REGULATIONS

*(Interpretive Statement)*

*(This ordinance will with regard to zoning districts R-1-7, R-1-5, R-1-4 and R-2-4, amend the façade length adjacent to side lot lines from 30 feet to 40 feet in each zone.)*

Ms. Adams moved the passage of this ordinance on first reading, its publication according to law in the Maplewood South Orange News Record, and a hearing to be held February 21, 2023. Ms. Engel seconded.

Ayes: Ms. Adams, Ms. Cripe, Mr. De Luca, Ms. Engel, and Mayor Dafis.

Nays: None.

(Hearing to be held February 21, 2023)

b. The Township Clerk read by title.

DD/DE INTRODUCTION OF ORDINANCE  
ORDINANCE NUMBER 3085-23

BOND ORDINANCE PROVIDING FOR PHASES II(b), III(b),  
IV, V AND VI OF THE LOCAL UNIT'S ALLOCABLE SHARE

OF THE FLOOD MITIGATION FACILITIES PROJECT OF THE JOINT MEETING OF ESSEX AND UNION COUNTIES, BY AND IN THE TOWNSHIP OF MAPLEWOOD, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (THE "LOCAL UNIT"); APPROPRIATING \$3,835,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$3,835,000 BONDS OR NOTES TO FINANCE THE COST THEREOF

*(Interpretive Statement)*

*(Joint Meeting - Flood Mitigation Facilities Project)*

Mayor Dafis moved the passage of this ordinance on first reading, its publication according to law in the Maplewood South Orange News Record, and a hearing to be held February 21, 2023. Ms. Engel seconded.

Ayes: Ms. Adams, Ms. Cripe, Mr. De Luca, Ms. Engel, and Mayor Dafis.

Nays: None.

(Hearing to be held February 21, 2023)

c. The Township Clerk read by title.

NA/DE

INTRODUCTION OF ORDINANCE  
ORDINANCE NUMBER 3086-23

AN ORDINANCE TO ESTABLISH REGULATIONS FOR OUTDOOR STREATERIES ON THE STREETS OF MAPLEWOOD

*(Interpretive Statement)*

*(This ordinance will establish that the terms and conditions under which Streateries will be allowed on the Streets of Maplewood.)*

Ms. Adams moved the passage of this ordinance on first reading, its publication according to law in the Maplewood South Orange News Record, and a hearing to be held February 21, 2023. Ms. Engel seconded.

Ayes: Ms. Adams, Ms. Cripe, Mr. De Luca, Ms. Engel, and Mayor Dafis.

Nays: None.

(Hearing to be held February 21, 2023)

11. REPORTS FROM DEPARTMENTS

No reports.

12. ADMINISTRATIVE REPORTS

a. Gregg Schuster, Interim Township Administrator

- Mr. Schuster reported on budget hearings.
- Mr. Schuster reported on renewing cable franchise agreement.
- Mr. Schuster reported on search for Health Insurance Broker.
- Lastly, Mr. Schuster reported on follow-up for lighting within the Township post meeting with Police and Public Works.
- Mr. De Luca inquired about lack of alternate languages for tax revaluation letter.
- Ms. Barnett reported on budget information.
- Ms. Barnett reported on revival of Employee Walking Challenge and initiatives in Mayor's Wellness Campaign.
- Ms. Barnett reported on upcoming Registrar services.
- Ms. Barnett reported on addressing transportation accessibility issues.

b. Roger Desiderio, Township Attorney

- Mr. Desiderio had no report.

c. Elizabeth J. Fritzen, Township Clerk

- Ms. Fritzen reported on upcoming "in-person" Township Committee meetings.
- Ms. Fritzen reported on event planning meetings.

13. REPORTS FROM ELECTED OFFICIALS

a. Deputy Mayor Deborah Engel

- Ms. Engel had no report.

b. Committee Member Victor De Luca

- Mr. De Luca reported on various aspects of Sustainable Maplewood.
- Mr. De Luca reported on Affordable Housing including Essex County Home Improvement Workshops being held.
- Mr. De Luca reported on Black History Month events.
- Lastly, Mr. De Luca reported on upcoming Ukrainian event.

c. Committee Member Jamaine Cripe

- Ms. Cripe reported on open registrations for recreational programs.
- Ms. Cripe reported on Youth Net.
- Ms. Cripe reported on Black History Month events.

d. Committee Member Nancy Adams

- Ms. Adams reported on upcoming Women's History Month proclamation and upcoming events.

e. Mayor Dean Dafis

- Mayor Dafis reported on upcoming Mayor's Wellness Campaign.
- Mayor Dafis reported on upcoming Public Safety Committee meeting.
- Mayor Dafis reported on Mayor's Council Rahway River Watershed Flood Control Group project.
- Mayor Dafis reported on budget hearings and revaluation Town Hall.
- Mayor Dafis reported on case report by Social Worker.
- Mayor Dafis reported on his presentation at Conference of Mayors.
- Mayor Dafis outlined potential engagements for recommendations to finalize Master Plan.

Mayor Dafis moved to authorize payment to build additional engagements into Master Plan development. Ms. Engel seconded.

Ayes: Ms. Adams, Ms. Cripe, Mr. De Luca, Ms. Engel, and Mayor Dafis.

Nays: None.

- Mayor Dafis reminded about "in-person" Township Committee meeting.

14. DISCUSSION ITEMS

a. Salary Study DD/GS

- Mr. Schuster explained request for third party salary and paid equity studies would do for non-union employees and potential proposals.
- Mr. De Luca supported study and inquired about salary line items. Ms. Engel agreed.
- Ms. Adams agreed, but expressed concern about line in budget.
- Ms. Cripe was in favor for study for possible way to encourage staff to stay. Mayor Dafis agreed.
- Mr. Schuster to follow up with proposals and regarding concerns with budget.

b. July 4th /DD

- Mayor Dafis asked Township Committee about their thoughts on celebrations for July 4 this year and mentioned potential tandem effort with South Orange.
- Mayor Dafis mentioned downsizing event than in previous years.
- Ms. Cripe was in favor of celebration.
- Ms. Engel was in favor of event and community art project, but opposed to ticket sales and firework setup.
- Ms. Adams in favor of low-key and low-cost.
- Mr. De Luca clarified that this would be a Township event rather than an outside entity as in previous years. Mr. De Luca also brought up Resolution for fireworks and focused on cost.
- Mayor Dafis and Mr. De Luca to create a committee to plan.

c. Docanna Cannabis Retail license approval /DD

- Mayor Dafis explained Docanna Cannabis Retail met all requirements.

Mayor Dafis moved for approval for local operation. Ms. Adams seconded.

Ayes: Ms. Adams, Ms. Cripe, Mr. De Luca, Ms. Engel, and Mayor Dafis.

Nays: None.

- Mr. Desiderio to memorialize.
- Mr. De Luca thanked them for their efforts and stated all cannabis approvals.
- Ms. Cynthia Sanders made a statement of gratitude and what the upcoming plans were for this establishment.

d. Fields Committee /DE

- Ms. Engel gave background surrounding community involvement in field condition statuses and need to create committee with all different stakeholders.
- Ms. Adams spoke about previous committee that used to meet that had Maplewood, South Orange, and School Board that should be brought back for this purpose.
- Mr. De Luca asked for clarification between this proposed committee and Recreation Committee and also mentioned the continuous work that has been put into field maintenance.
- Ms. Cripe made a statement about lack of communication to the public regarding maintenance.
- Ms. Engel to come back with more details for a Resolution to be passed by the Township Committee.

15. CONSENT AGENDA

Mr. De Luca moved for the adoption of items 14G- V. Mayor Dafis seconded.

Ayes: Ms. Adams, Ms. Cripe, Mr. De Luca, Ms. Engel, and Mayor Dafis.

Nays: None.

Ms. Cripe moved for the adoption of items 14A- E. Ms. Adams seconded.

Ayes: Ms. Adams, Ms. Cripe, Mr. De Luca, and Mayor Dafis.

Nays: None.

Abstained: Ms. Engel.

Mayor Dafis moved for the adoption of item 14F. Ms. Cripe seconded.

Ayes: Ms. Adams, Ms. Cripe, Mr. De Luca, Ms. Engel, and Mayor Dafis.

Nays: None.

16. PUBLIC COMMENT- ANY SUBJECT MATTER

Matthew Gross, 144 Development, owner of 1805-07 Springfield Avenue, spoke on issues with postponement of dispensary license and potential tenant in building.

Allan Suarez, potential tenant at 1805 Springfield Avenue, applicant for license for opening a cannabis business.

17. ADJOURNMENT

***This meeting ended at 9:23 pm.*** To meet again on Tuesday, February 21, 2023 at the Maplewood Municipal Building (remotely)

# **TOWNSHIP OF MAPLEWOOD**



## **RESOLUTION NO. 102-23**

### **RESOLUTION REJECTING BIDS FOR MAPLECREST SPRAY PARK**

**WHEREAS**, bids were received by the Township of Maplewood (“Township”) on March 2, 2023 for the Maplecrest Spray Park; and

**WHEREAS**, all the bids received exceeded the Township expert’s projection of cost and finances available to the Township; and

**WHEREAS**, the Township Interim Administrator and the Township Engineer recommend rejection of the bids.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, that:

The bids received on March 2, 2023 for the Maplecrest Spray Park be and are hereby rejected.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, at a regular meeting of said Committee held on April 4, 2023.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Township of Maplewood in the County of Essex and State of New Jersey, on this 4<sup>th</sup> day of April, 2023.

---

**ELIZABETH J. FRITZEN, R.M.C.**  
Township Clerk

# **TOWNSHIP OF MAPLEWOOD**



## **RESOLUTION NO. 103-23**

### **RESOLUTION APPROVING AGREEMENT WITH WAWA CORPORATION**

**WHEREAS**, Wawa Corporation operates a location at 1511 Springfield Avenue, Maplewood, New Jersey; and

**WHEREAS**, Wawa has expressed a desire for the Township of Maplewood (“Township”) to provide additional security during certain hours of operation; and

**WHEREAS**, the parties have agreed to a form of agreement, copy attached as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey that:

1. The Township of Maplewood agree to enter into an agreement with Wawa for the providing of additional security, a copy of which is attached as Exhibit A.
2. The Administrator and the Township Clerk be and are hereby authorized to execute this agreement on behalf of the Township of Maplewood.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, at a regular meeting of said Committee held on April 4, 2023.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Township of Maplewood in the County of Essex and State of New Jersey, on this 4<sup>th</sup> day of April, 2023.

---

**ELIZABETH J. FRITZEN, R.M.C.**  
Township Clerk



## AGREEMENT

**THIS AGREEMENT (“Agreement”)** made this \_\_\_ day of March, 2023 by and between **WAWA Corporation**, having its principal offices at 260 Baltimore Pike Media, Pa. (“Wawa”) and the **TOWNSHIP OF MAPLEWOOD**, having its principal offices at 574 Valley Street, Maplewood, New Jersey 07040 (the “Township”).

**WHEREAS**, Wawa owns and operates a business establishment located at 1511 Springfield, Maplewood, New Jersey (the establishment); and

**WHEREAS**, Wawa wishes to provide additional security during certain hours of operation;

**WHEREAS**, Wawa and the Township have agreed that the Township will provide, at Wawa’s cost, off duty police officers to Wawa to provide the security requested.

**NOW THEREFORE**, it is agreed by and between the parties as follows:

1. The recitals set forth above are incorporated herein.
2. The Township of Maplewood by and through its Police Department will provide, subject to availability, to Wawa at the establishment an off duty, uniformed, police officer and a marked police vehicle daily between the hours of midnight and 6:00 a.m.
3. Wawa will pay the Township its standard rate for off duty police officers of \$95.19 per hour plus its normal fee for a marked police car of \$12.00 for a total of \$107.19 per hour.
4. Wawa will deposit with the Township an escrow of \$75,000.00 to cover the costs of the police officer. The Township will, on a bi-weekly basis, provide Wawa will an invoice for the hours worked by the police officers during that period and will withdraw from the escrow the invoiced amount. When the amount of the escrow drops below \$20,000.00, Wawa shall replenish the escrow amount to \$75,000.00. If this agreement is terminated, any amount remaining in the escrow shall be returned to Wawa.
5. The Township will use its best efforts to provide the police officers referenced herein. If police officers are not available, for any reason, the Township shall have no liability or responsibility for any damages or injuries.
6. The term of this Agreement shall be for three months beginning on April 1, 2023 and ending on June 30, 2023.

7. This Agreement may be extended by the parties by written notice signed by the parties.
8. The parties agree to defend and hold harmless the other party for any claims of personal injury or property damage arising out of or in connection with the performance of this Agreement.
9. This Agreement shall be governed, construed and enforced according to the laws of the State of New Jersey.
10. If any section, paragraph, sub-paragraph, clause or provision of this Agreement shall be adjudged invalid, such adjudication shall apply only to the specific section, paragraph, sub-paragraph, clause or provision so adjudged and the remainder of the Agreement shall be deemed valid and effective.
11. This Agreement contains the entire agreement of the parties and can only be modified in a writing signed by the parties.
12. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and upon each party's successors and assigns.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the date and year first above written.

Witness or Attest:

**TOWNSHIP OF MAPLEWOOD**

\_\_\_\_\_

By: \_\_\_\_\_

**WAWA Corporation**

\_\_\_\_\_

By: \_\_\_\_\_

# **TOWNSHIP OF MAPLEWOOD**



## **RESOLUTION NO. 104-23**

### **RESOLUTION AMENDING RESOLUTION 86-23 AND ISSUING FINAL PAYMENT**

**WHEREAS**, the Maplewood Township Committee approved Resolution 86-23 on March 7, 2023, which authorized the closing out of 2021 CDBG Project – ADA improvements in various locations; and

**WHEREAS**, subsequently it was determined the sum of \$4,473.90 is due to the contractor, AA Berms LLC, as a final payment.

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this purpose from Account # C-04-21-024-A01-103; and

**WHEREAS**, the Township Engineer recommends, the Township Committee accept the work as performed, close the project and release final payment of \$4,473.90.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey that:

The work performed by AA Berms LLC with regard to the aforementioned project be and hereby is accepted, subject to the Contractor's continuing obligations pursuant to the Contract with the Township of Maplewood and that a final payment be made to the Contractor in the amount of \$4,473.90.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, at a regular meeting of said Committee held on April 4, 2023.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Township of Maplewood in the County of Essex and State of New Jersey, on this 4<sup>th</sup> day of April, 2023.

---

**ELIZABETH J. FRITZEN, R.M.C.**  
Township Clerk

**TOWNSHIP OF MAPLEWOOD**



**RESOLUTION NO. 105-23**

**RESOLUTION**

**TO ADOPT PROCEDURE FOR ADMINISTRATION AND INSPECTION OF FEDERAL AID HIGHWAY PROJECTS**

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**WHEREAS**, the Federal Highway Administration (FHWA) provides opportunities for Local Public Agencies (LPA), such as the Township of Maplewood, to receive Federal Aid Highway Program (FAHP or federal-aid) funds through New Jersey Department of Transportation (NJDOT); and

**WHEREAS**, the Township of Maplewood is presently the recipient of federal-aid funds through a project awarded under the NJDOT Safe Routes to Schools Program (SRTS) for the - 2022 SRTS; and

**WHEREAS**, the Township of Maplewood as an LPA, is responsible for administering federal-aid funded projects in compliance with all federal-aid requirements established by the FHWA; and

**WHEREAS**, the NJDOT, through its Stewardship Agreement with FHWA, is responsible for ensuring that the Township of Maplewood is adequately staffed and suitably equipped to undertake federal-aid projects, and ensure that federal requirements are met; and

**WHEREAS**, the Township of Maplewood, as required by the NJDOT, has developed a Policy outlining the required procedures for the Administration of Federally Funded Transportation Projects administered through the NJDOT;

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of Maplewood, County of Essex, State of New Jersey, that the Township of Maplewood adopts the attached policy entitled, "Township of Maplewood Procedure for Administration and Inspection of Federal Aid Highway Projects" dated September, 2022.

I, Elizabeth Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee at a regular meeting of said Committee held **April 4, 2023**.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Township of Maplewood, in the County of Essex and State of New Jersey, this **4<sup>th</sup> day of 2023**.

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**Elizabeth Fritzen, R.M.C.**  
**Township Clerk**

# Maplewood Township

## Procedure for Administration and Inspection of Federal Aid Highway Projects September 2022

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## **Abbreviations**

ADA – American with Disabilities Act  
CFR- Code of Federal Regulations  
CO – Change Order  
LPA– Local Public Agency  
DBE – Disadvantaged Business Enterprise  
FAA – Federal Aid Agreement  
FAR – Federal Acquisition Regulation  
FAHP – Federal Aid Highway Program  
FHWA – Federal Highway Administration  
NEPA – National Environmental Policy Act  
NJDOT – New Jersey Department of Transportation  
MPO – Metropolitan Planning Organization  
PS&E – Plans, Specifications & Cost Estimates  
QA – Quality Assurance  
QC – Quality Control  
RC/PM – Responsible Charge/Project Manager  
RE – Resident Engineer  
RFP – Request for Proposals  
SOW – Scope of  
Work  
Specifications – 2019 New Jersey Department of Transportation Standard Specifications  
Uniform Act – Uniform Relocation Assistance and Real Property Acquisition  
Policies Act of 1970, P.L. 91-646  
U.S.C. – United States Codes  
Voucher – State of New Jersey Payment Voucher



## **1. Introduction**

Federal Highway Administration (FHWA) provides opportunities for Local Public Agencies, such as Maplewood Township, to receive Federal Aid Highway Program (FAHP or federal-aid) funds through New Jersey Department of Transportation (NJDOT) and the associated regional Metropolitan Planning Organization (MPO). LPAs receiving federal-aid funds are responsible for administering their projects while meeting all federal-aid requirements. The NJDOT, through its Stewardship Agreement with FHWA, is responsible for ensuring that each LPA that receives FHWA funds, is adequately staffed and suitably equipped to undertake and administer federal-aid projects, and the LPA must provide the supervision and inspection required to complete each project in conformance with the approved Scope of Work (SOW), plans and specifications and ensure that all federal requirements are met. Generally speaking, these requirements are set forth in Title 23 United States Codes (U.S.C.) – Highways; Brooks Act, Title 40 U.S.C. - Public Buildings, Property and Works; Title 23 Code of Federal Regulations (CFR) – Highways; Title 48 CFR – Federal Acquisition Regulation; and Title 49 CFR 18 – the Common Grant Rule.

The purpose of this document is to provide Standard Procedures to be used by Maplewood for Administration of Federally Funded Transportation Projects administered through NJDOT.

An organization Chart of Maplewood’s personnel associated with Federal Aid Projects, along with their duties, is included in this document (See Appendix A).

## **2. Administrative Responsibilities of the Responsible Charge for Federal Aid Projects**

Maplewood Township must designate a Responsible Charge (RC/PM) for each federal aid project, and submit a letter of notification to the Local Aid District Office identifying the Responsible Charge (RC/PM). The RC/PM must be a full-time Maplewood Township employee as required by Title 23 CFR 635.105(a). The employee will be in “responsible charge” of all phases of a Federal Aid Project. The RC/PM is involved in the entire project from project initiation to closeout. The RC/PM (see section 6.1) will be responsible for the administration and oversight of the following tasks:

- a. With the support of a consulting engineering firm and NJDOT Bureau of Environmental Program Resources (BEPR), prepares and/or administers the disbursement of National Environmental Policy Act (NEPA) documents and permits and coordinate with the correspondent agency, state or federal, involved in the preparation and filing of such documents.
- b. With the support of a consulting engineering firm in the preparation of plans, specifications and estimate, provide review, comments and final acceptance of the material produced by the consulting engineering firm. The procurement for consulting services will be described in section 3 of this document.
- c. Right-of-Way availability through the design phase and after the determination of all required ROW, will be coordinated with NJDOT Right-Of-Way procedures and Maplewood Township Counsel for the preparation of all legal documents to enable continuation of the design phase and project construction. Right-Of-Way procedures must be in conformance with the Uniform Act and be reviewed and approved by NJDOT Right-Of-Way.
- d. Coordination and clearances of all public and private utilities.
- e. Review and concur with the consultant’s construction bid review, analysis and recommendation and request further evaluation if the recommendation is deemed incomplete.

- f. Prepare and submit a recommendation of award, in coordination with the consultant and Maplewood Township's Business Administrator and Governing Body.
- g. The Business Administrator/Governing Body Representative will submit their recommendation for approval and execution by Maplewood Township's Governing Body through a resolution.
- h. Maplewood Township Legal Counsel will request the Contractor to submit all legal forms and documents for the preparation of the contract, and after the certification of funds by the Director of Finance/Chief Financial Officer, the contract goes to Municipal Council Agenda for resolution to approve.
- i. Along with the Consultant Design Engineer, Reviews and approves final of the Material Sources.
- j. The RC/PM will oversee the Construction Contract Administration and Construction Inspection with responsibility to provide final decisions on all issues related to the contract as recommended by the consultant.
- k. Source Documents related to material testing, material certifications, daily inspection report, DBE participation, project completion, project schedules and Buy America is strictly controlled by the Resident Engineer (retained consultant) under direct supervision of the RC/PM to ensure that all records are properly maintained.
- l. Along with the Consultant Resident Engineer, monitor sampling/testing of materials for compliance with mandated requirements and supported by a professional material testing. Material used that does not pass the required test, will be rejected and shall be replaced at no cost to Maplewood Township.
- m. Monitor contract time, originally set by the contract documents by comparing the initial construction schedule with progress schedules during construction. Time extensions, if necessary, will be evaluated, commented and/or approved and submitted to NJDOT for acceptance.
- n. Along with the Consultant Resident Engineer, monitor and/or complete necessary forms to comply with Wage rate Compliance, DBE, training goals set for the project.
- o. Along with the Consultant Resident Engineer, oversee and verify the ADA compliance requirements of the project.
- p. Monitor and rate the performance of the consultants.
- q. Monitor the work zone safety and traffic control and provide comments and revisions to the Resident Engineer for immediate action by the Contractor.

### **3. Procurement of Professional Services – Consultant Selection (For Design & Construction Management/Construction Inspection)**

This section covers the procurement and administration of professional services and consultant selection for federally funded projects. Maplewood Township retains consultant services to provide the following tasks, including but not limited to environmental, surveying, engineering design, right-of-way, geotechnical, landscape design, construction management and inspection services, material testing.

Consultant services funded wholly or partially with FHWA funds are procured and administered by Maplewood Township in accordance with 49 CFR – Part 18 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. All contracts for engineering and designs services related to construction projects will comply with the requirements of 23 U.S.C 112 and 23 CFR 172.

For competitive negotiation/qualification-based Consultant selections, Maplewood Township must follow the requirements defined by the Brooks Act 40 U.S.C., and the procedure listed below:

#### **3.1 Request for Proposal (RFP) – Competitive Negotiation/Qualification for Design & Construction Management/Construction Inspection Contracts:**

##### **DESIGN:**

Maplewood Township will administer and oversee the procurement of professional services by preparing an RFP for Design Services, approved by NJDOT, which includes, but is not limited to the following requirements.

Please note this section outlines the tasks and deliverables for three phases of the NJDOT design process. All phases may not be necessary for each project

For each design phase Maplewood Township shall prepare a detailed scope of work that includes the following, as a minimum:

- i. Description of the project location and existing conditions
- ii. Description of the proposed improvement
- iii. Location Map
- iv. A list of the tasks to be included in the project, and a description of the work (Scope of Work (SOW)) to be performed for each of the tasks Estimated project schedule by tasks using the critical path method as per NJDOT requirements.
- v. Method of payment (cost plus fixed fee, lump sum, cost per unit of work or specific rates of compensation). Maplewood Township uses Cost Plus Fixed Fee.
- vi. This method of payment reimburses the Consultant for its direct and indirect costs (salary, overhead, direct expenses) in addition to a negotiated amount as a fixed fee. The fixed fee rate will be calculated in accordance with NJDOT

methodology. Compensation including statements of, but not limited to, the following:

- Allowable costs include those directly associated with the specific contract as well as overhead costs, also known as their indirect cost rate.
  - This project is federally funded and requires that consultant contracts be compliant with 48 CFR 31 – Contract Cost Principles Under the Federal Acquisition Regulations (FAR). This federally funded project has NJDOT oversight, and to ensure the consultant contract is compliant with FAR cost principles when using federal-aid funds, only NJDOT approved overhead rates will be used. Consultants that do not have approved NJDOT overhead rates must be approved in accordance with NJDOT Procurement policies.
  - The NJDOT approved overhead rate will be used for the purpose of estimating, negotiating, and making payment on the contract. – will be used in developing the cost estimate
  - The method of payment will be the Cost-Plus Fixed Fee.
- vii. Creation of a Proposal Checklist including but not limited to:
- Copies of DBE certifications
  - Proof of NJDOT approved overhead rates
  - New Jersey Business Registration
  - Statement of Ownership
  - Non-Collusion Affidavit
  - Acknowledgment of Receipt of Addendum
  - Checklist Signature Page
- viii. Project Cost and Work Hour Proposal Form
- The tasks listed in this form must match the tasks described in the SOW.
  - This shall be used to negotiate costs

## PHASES OF NJDOT DESIGN PROCESS

### Concept Development Phase

Conduct data collection, evaluate deficiencies and identify fatal flaws, evaluate planning alternatives, coordinate with stakeholders, complete environmental screening, assess Right of Way, Utility and Access impacts, determine Preliminary Preferred Alternative, identify substandard design elements, determine environmental impacts and document, prepare

construction cost estimate and execute the public involvement action plan.

#### Deliverables

- Design Communication Report
- Purpose and Need Statement
- Preliminary Preferred Alternative
- Environmental Document Classification
- Preliminary Engineering Scope Statement

#### Preliminary Engineering Phase

Coordinate with Stakeholders, conduct environmental analysis for PPA, initiate roadway engineering, initiate structural engineering, initiate ROW and access, prepare final design and construction cost estimate, execute public involvement plan

#### Deliverables

- Design communication report
- Preliminary engineering report
- Approved environmental document
- Approved design exception report
- Cost estimate – final design and construction
- Approved project plan
- Final design scope statement

#### Final Design Phase

Complete roadway engineering, structural engineering, ROW, utility and access impacts, environmental process and prepare final design submission

#### Deliverables

- Design communication report
- Environmental reevaluation and permits
- Acquisition of ROW
- Construction contract documents

The construction support services tasks include, but are not limited to, the following:

- Bidding process and award of contract
- Attending pre-construction meeting
- Shop, working drawings, submittals, reviews and approvals.
- 

\*Note: The Design Consultant may be retained to perform construction support services during the construction phase.

## **Construction Management & Inspection (CM/CI):**

Maplewood Township will administer and oversee the procurement of Construction Management and Inspection services by preparing an RFP which outlines the tasks and deliverables for the Construction Management/Inspection contract including but not limited to the following:

- Detailed Scope of Work
  - Construction Schedule
  - Key Staff/Inspector Qualifications Requirements/Responsibilities
  - Prior Similar Work Experience
  - Deliverables
  - Method of Contract Payment.
  - Source Documentation
  - Buy America Provisions
  - Proposal Evaluation Criteria
- 
- Note: Additional CM/CI RFP requirements are included in Section 6 of this document.

### **PROPOSAL EVALUATION PROCESS (Design & CM/CI)**

- Prepares an **evaluation form** (Appendix C) that includes a list of the evaluation factors and their importance. The qualification-based evaluation criteria informs interested Consultants what Maplewood Township looks for in a proposal such as: experience of the Resident Engineer and key staff, experience with similar projects, location (proximity to project site), past performance, workload, capacity, technical approach, understanding of scope of work, and project management plan. Proposal Evaluation Forms generally consist of the above criteria which can be modified to be more project specific. The criteria selected from the list below shall be cited in the public solicitation as per 23 CFR 172.7(a)(iv).

Prepares a Consultant proposal **evaluation guide** (Appendix C) that provides guidance to the selection committee on how to assign points for each of the evaluation factors.

Prepares a detailed **cost estimate using the Project Cost Work Hour Proposal Form** by tasks and man-hours for the professional services to be broken down by the type of labor, direct costs and Consultant's fixed fee for the defined scope of work.

Submits the detailed **RFP**, the **evaluation form**, the **evaluation guide** and the **cost estimate** to NJDOT-Local Aid Office for their review and approval.

Prepares a package of documents to be included with the advertisement for the firms responding to the solicitation for preparation of **expressions of interest and technical proposals**. These documents **must be approved** by NJDOT-Local Aid prior to advertisement.

- The approved detailed RFP.
- An estimated project schedule including the milestones.
- The evaluation form that includes the weighted evaluation factors and their relative importance.
- A cover letter containing instructions for submitting proposals including the time and place for submission of the proposals, the cost proposal and the DBE requirements. The requirement that the technical Proposal and Cost Proposal are to be submitted in separate sealed envelopes will be clearly stated in the RFP.

### **3.2 Advertisement for Design Services**

Maplewood Township advertises for **expressions of interest and technical proposals**. The **advertisement** is placed in at least two legal newspapers (1 local and 1 regional), for three consecutive weeks. Maplewood Township will provide at least 14 working days after the last advertisement for the Consultant to respond to the solicitation. A copy of the advertisement and dates will be filed at the Township's offices unless requested by the Local Aid District Office

### **3.3 Evaluation of the Proposals and Consultant Selection**

Maplewood Township receives the **proposals** at the designated time and place. A separate sealed cost proposal is submitted as part of the proposal.

Proposals are evaluated and ranked independently by members of the Consultant Selection Committee. The consultant Selection Committee shall consist of at least three individuals including representatives of Maplewood Township,

All submitted proposals must be evaluated and ranked according to the evaluation criteria and scoring process outline in the RFP. (Proposal Rating Guide is in Appendix C of this document)

The members of the Consultant Selection Committee meet to discuss the rankings and, if necessary, ask the top ranked Consultants to make an oral presentation.

The top ranked Consultant is selected, and their cost proposal is opened.

### **3.4 Negotiations**

Maplewood Township negotiates the Man-hours with the selected Consultant. Maplewood Township's cost estimate that was prepared prior to the RFP is used as the basis for the negotiation to arrive at a fair and reasonable compensation for the solicited services. Only work included in the original advertised scope of services are incorporated into the contract. The allowable costs include the direct costs associated with the specific of the contract as well as overhead costs. Only NJDOT approved overhead rates are used. The approved overhead rate is to be used for the estimating, negotiating and making payment on the contract.

If a satisfactory negotiation cannot be reached with the number one Firm, then cost proposal of number two Firm will be opened.

All other Cost Proposals are returned unopened after a successful negotiation process.

### **3.5 Project Design Authorization**

The RC/PM submits the documentation of the Consultant selection process to NJDOT- Local Aid District Office for approval after the selection of the Consultant and cost proposal negotiation.

After written authorization from NJDOT- Local Aid Office, Maplewood Township executes a contract with the Consultant for the amount authorized.

### **3.6 Award of Design Contract**

The RC/PM recommends to Maplewood Township Business Administrator/Governing Body, the award of contract for the negotiated cost. After review and comments, the Business Administrator approves the recommendation to the Municipal Council to approve by Resolution.

Maplewood Township Counsel's Office prepares a Contract for execution by the Consultant.

### **3.7 Federal Agreement for Design Services**

In order to receive federal-aid funds for a project, Maplewood Township executes a project specific Federal Aid Agreement (FAA) with NJDOT.

NJDOT-Local Aid prepares and submits to Maplewood Township a Federal Aid Agreement, a cost reimbursement agreement between Maplewood Township and NJDOT, Division of Local Aid and Economic Development for Maplewood Township signatures.

Four (4) copies of the originally signed Agreement along with four(4) copies of the originally signed Resolution are returned to NJDOT-Local Aid Office for execution by the Department.

NJDOT-Local Aid Office returns one copy of Executed Federal Aid Agreement to Maplewood Township. No work can be done until this agreement is fully executed



### 3.8 Consultant Contract Administration

The consultant under the supervision of the RC/PM prepares documents for the appropriate design phase. This may include such documents as the preliminary plans, specifications, and engineer's estimate (PS&E). The RC/PM reviews the documents produced in each design phase and provides comments to the consultant. The consultant revises the documents and submits all revisions back to Maplewood Township for record; copies of the submittals are submitted to NJDOT-Local Aid Office for review and approval.

The Consultant revises the PS&E package and Maplewood Township submits the revised preliminary PS&E to NJDOT-Local Aid Office for review. The following documents are needed for the preliminary submission:

- a. Preliminary Plans and Specifications
- b. Engineer's Estimate

The following documents are needed for the final submission:

- a. Final Plans and Specifications
- b. Engineer's Construction Estimate (no older than 30 days from the time of submittal)
- c. Design exception (if applicable)
- d. Project Schedule
- e. Design Certification
- f. Right of Way Certification\*
- g. Utility Certification
- h. Permit Certification with copies of the permits (if applicable)
- i. Railroad Certification
- j. Advertising assurance letter
- k. Funding assurance letter
- l. Response to NJDOT comments

\*Any need for right-of-way, as determined by the design consultant, will be processed in accordance with NJDOT-Local Aid and NJDOT Right-Of-Way Guidelines for Federally Funded Projects procedure. A right-of-way approval must be obtained from NJDOT Right-Of-Way Office to be part of the final design package. The Township ROW procedure must be approved by NJDOT ROW before any ROW work is done. Maplewood Township acquires any needed **right-of-way** in accordance with the NJDOT-Local Aid and "NJDOT Right-of-Way Guidelines for Federally Funded Projects" procedure and the Uniform Act.

For projects with estimated construction costs of \$12.5 million or more, Maplewood Township in accordance with N.J.S.A. 52:15C-10, notifies the Office of the State Comptroller as early as practicable, but not later than 30 days before advertisement.

Maplewood Township will receive a letter from NJDOT Local Aid approving the Final PS&E submission. Once the project is authorized by FHWA and NJDOT, Maplewood Township receives a written authorization to advertise for construction along with an award checklist and funding agreement from NJDOT-Local Aid Office.

### **3.9 Consultant Contract Monitoring (For Design or CM/CI)**

Maplewood Township monitors the selected consultant work throughout the contract assigning a full-time employee as Responsible Charge, who schedules a kickoff meeting with the consultant and representatives from NJDOT Local Aid to discuss the following:

- a. Scope of Work
- b. Sub consultants
- c. Project schedule
- d. ESBE/DBE compliance
- e. Change order
- f. Payment procedures
- g. Affected agencies

The RC/PM schedules monthly progress meetings with the consultant to discuss the project progress and any Maplewood Township comments on the progress plans and specifications.

The RC/PM reviews the monthly payments submitted by the consultant to ensure the costs are consistent with the contract terms and progress of the consultant's work.

The RC/PM reviews ESBE/DBE goal compliance along with the consultant progress schedule and makes monthly payments to the consultant based upon approved invoices submitted.

The RC/PM submits invoices for reimbursements to NJDOT-Local Aid Office monthly or at minimum quarterly or as requested. The invoice package includes:

- a. Copies of the consultant invoices
- b. Proof of payments
- c. Project progress schedule and description

Narrative description of work performed during the payment period and any difficulties or delays encountered include;

Design Consultant:

- 1) comparison of actual accomplishments to the goals established for the payment period;
- 2) comparison, by tasks, of costs incurred with amounts budgeted, and;

Design or CM/CI:

- 3) comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- 4) Copies of contract compliance documents as completed for the voucher payment period by the Resident Engineer that is designated by the Subrecipient, a complete set of which shall be furnished by the State at kickoff and/or preconstruction meetings

#### **4.0 Consultant Evaluation**

Maplewood Township evaluates the Consultant's performance at the completion of the contracts for design services, construction support services, and construction inspection services. An additional evaluation is also performed for the overall project design. Maplewood Township evaluates the Consultants on:

- a. Adherence to schedule,
- b. Quality of work and
- c. Project Management.

Maplewood Township evaluates the consultant performance once each contract is completed. (The Consultant Evaluation Form is included in Appendix D). Maplewood Township holds the consultant liable for any errors and omissions resulting in construction increased cost.

The Consultant evaluation is recorded on forms prepared by Maplewood Township. The forms include the evaluation categories, the weight of each category, and the eligible rating for each category. Guidelines are prepared for rating of each of the categories to provide a consistent rating.

For the design service phase, the RC/PM rates the Consultant using the information from the written log of the Consultant performance developed by the RC/PM during the design phase of the project.

For the construction support services area, the RC/PM rates the Design Consultant based on the written log developed by the RC/PM during the construction phase and on information received from the Resident Engineer and Inspector. For the construction inspection services phase, the RC/PM rates the Consultant based on the written log developed by the RC/PM during the construction phase.

Maplewood Township prepares an evaluation of the overall quality of the design project detailing any errors and omissions and their impact to the project cost and schedule after completion of the construction. Maplewood Township RC/PM reviews and signs the evaluation forms and discusses the evaluation with each Consultant.

Maplewood Township keeps records of consultant selection and executed contract on file for a minimum of seven years following submittal of final invoice to NJDOT-Local Aid Office.

## **5.0 Advertisement/Award of Construction Contracts**

- Maplewood Township/RC will send NJDOT Local Aid a schedule of advertisement, anticipated bid date, start date for construction, and a current construction bar chart (Critical Path Method Schedule.) prior to advertisement. NJDOT Local Aid must review and approve the Advertisement. Upon approval, Maplewood Township will advertise the project for construction bids within 60 days from the date of the Construction funding authorization letter from NJDOT Local Aid.
- If Maplewood Township uses its own format for the bid proposal; the construction items and quantities must be the same as the final plans, specs and estimate; as submitted with the authorization request. Any modifications to the construction items and quantities will require NJDOT and FHWA's prior approval and authorization.

Maplewood Township RC/PM submits bid documents (Plans, Specifications & Estimate) to the Governing Body/Business Administrator's Office, requesting advertisement of the project.

The project advertisement is published once a week for three consecutive weeks in two legal newspapers (1 Local and 1 Regional). Maplewood Township allows a minimum of 10 working days after the last date of advertisement prior to receiving bids. Copies of all advertisements must be submitted to the NJDOT Local Aid.

The Contract completion date as noted in the bid documents will be specified in the project specifications with provisions for liquidated damages as per NJDOT 2019 Standard Specifications for Road and Bridge Construction section 108.20.

A pre-bid Conference may be scheduled by Maplewood Township to inform potential bidders of Civil Rights requirements.

### **Maplewood will place the following language into the construction bid solicitation:**

- The Disadvantaged Business Enterprise goal is \_\_\_\_%. These requirements should be indicated in the proper locations on Federal Attachment No. 1.
- The number of Training Positions will be '\_\_\_' where feasible consisting of at least '\_\_\_' Apprentices and '\_\_\_' Trainees (Total Trainees Hours = \_\_\_\_). These requirements will be indicated in the proper locations on Federal Attachment No. 2.
- It is recommended that the DBE and Trainee goal be included in the bid advertisement.
- Pay the prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, pay the higher rate.

- General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Wage Determinations online website at <https://beta.sam.gov/search?index=wd>. Select state, Township and construction type heading: HIGHWAY where the Project is to be performed then click Search.
- State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's website at [https://www.nj.gov/labor/wagehour/wagerate/prevaling\\_wage\\_determinations.html](https://www.nj.gov/labor/wagehour/wagerate/prevaling_wage_determinations.html). The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25 et seq.).
- If an employee of the Contractor or subcontractor has been paid a rate of wages less than the prevailing wage, the Department may suspend the Work, and declare the Contractor in default.

**The Wage Rates from the above listed websites must be downloaded not more than ten (10) days prior to advertisement and inserted into the final bid specifications.**

- “Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.3, et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of a language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.3 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award.”

Maplewood Township will receive the bids at the time and place specified, and verifies the required documents shown on the Bidder's checklist are included in the bid proposal at the bid opening. The RC/PM is also present at the bid opening.

Representative of Maplewood Township provides the RC/PM with copies of all responsive bids proposal packages after the bids are opened and read to the public. The RC/PM provides a copy of the bids (meeting Maplewood Township and NJDOT Civil Rights requirements listed below Pre-Award of Contract) to the engineering firm retained to perform construction support services, requesting a bid analysis to ensure that bids are balanced. The engineering consultant makes recommendation and notes any discrepancies.

### **Pre-Award of Contract**

- **Maplewood Township's solicitation will state that bidders must submit the following forms either at the time of bid or within 5 days after bid opening:**
  - A completed and signed Form CR-266 – Schedule of DBE/ESBE/SBE Participation listing each DBE firm being used to meet the Contract goal.

Forms can be downloaded from:

<http://www.state.nj.us/transportation/business/civilrights/forms.shtm>. Revisions to the CR-266 will not be accepted after its initial submission and prior to award of the Contract. (A statement that all forms can be downloaded from the site location above will be included in the Specifications and Bid Advertisement)

- A completed and signed Verification of DBE/ESBE/SBE Firm (Form CR-273) for each firm listed on the CR-266 to demonstrate direct written confirmation from each DBE firm of willingness to participate on the Contract, confirming the kind and amount of work that was provided on the Contractor's CR-266. This form must be completed in its entirety and signed by each DBE firm.
- A completed and signed DBE/ESBE/SBE Regular Dealer/Supplier Verification (Form CR-272) for all Regular Dealers/Suppliers listed on the CR-266 form, if applicable. This form must be completed in its entirety and signed by each DBE firm.
- A completed and signed DBE/ESBE/SBE Trucking Verification (Form CR-274) for all DBE trucking firms listed on the CR-266, if applicable. This form must be completed in its entirety and signed by each DBE firm.
- Documented evidence of good faith efforts if the bidder's commitment shown on the CR-266 fails to equal or exceed the contract DBE goal.

Note - If the Department (NJDOT) determines that the apparent lowest responsive Bidder has failed to commit to meet the Contract DBE Goal and made adequate good faith efforts to do so, the Department (NJDOT) must, before awarding the Contract, provide the Bidder an opportunity for Administrative Reconsideration. Maplewood Township will start the process of Administrative Reconsideration. The ADMINISTRATIVE RECONSIDERATION will follow the process shown in the 2019 STANDARD SPECIFICATION SECTION 102.13.01 BIDDERS PRE-AWARD REQUIREMENTS PART 3.

Immediately after the five day Civil Rights document submittal period following the bid opening, Maplewood will verify that all forms have been submitted and email to the Local Aid project manager as well as cc. [DOT-CR.Verifications@dot.nj.gov](mailto:DOT-CR.Verifications@dot.nj.gov) the following:

- The above noted forms submitted by each bidder.
- A list of all responsive bidders as determined by the Maplewood's Legal Department in the order of lowest bidder to highest bidder.

The process for contractors who fail to meet the required contract goal can be found in Section 102.13.01 of the 2019 NJDOT Specifications. A request for an administrative reconsideration can be made as per Section 102.13.01 of the NJDOT 2019 Standard Specifications.

Firms listed on the CR-266 will not be counted toward the Contract DBE goal unless completed and signed CR-273 form(s), and applicable CR-272 and CR-274 form(s) are submitted to the Township within the 5 days after bid opening.

NJDOT Civil Rights will review the submitted forms and if the apparent lowest responsive bidder meets the Contract DBE goal, will issue an approval to the Local Aid Project Manager. Maplewood will then be notified that they can proceed with the award of this project.

**MAPLEWOOD TOWNSHIP MAY NOT AWARD A CONTRACT PRIOR TO THE DEPARTMENT'S APPROVAL AS PER SECTION 102.15 "DISQUALIFICATION OF BIDDERS" IN THE PROJECT SPECIFICATIONS CONSISTENT WITH THE FOLLOWING:**

- Failure to submit CR-266 completed and signed with CR-273, applicable CR-272 and CR-274 signed and completed at the time of bid or within 5 days after bid opening will be considered as non responsive bid, and bid will be rejected. No corrections or editing will be allowed after the forms are submitted.
- If the submitted CR-266 form does not meet the contract DBE goal, the bidder must submit at the time of bid or within 5 days after bid opening documentation of "good faith effort". Submittal of such information does not imply NJDOT Division of Civil Rights & Affirmative Action (DCR/AA) approval. The Department's DCR/AA has sole authority to determine whether the contractor is meeting the contract DBE goal or made adequate good faith efforts to do so.

**Award of Contract**

- Maplewood will award the construction contract within 4 months of the date of the authorization to advertise notification from NJDOT Local Aid. Maplewood understands that failure to award construction within 4 months of NJDOT's letter may result in the withdrawal of funding. Withdrawal of funds may require the project to be reprogrammed by the MPO and rescheduled for approvals in the Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) and reauthorization of funds by FHWA. This could result in significant project delays.
- Upon award of construction contract, Maplewood will submit the following to NJDOT Local for the concurrence in the award of construction contract:
  - Certified copy of the bid summary
  - Award Concurrence Checklist
  - Affirmative Action Plan for Prime & Sub-Contractors approved by Division of Civil Rights
  - Byrd Anti- lobbying Amendment Certification
  - Original resolution of award
  - Bid analysis\*
  - Affidavits of advertisements
  - Written verification that contractor and/or subcontractors are not on the debarred list
  - Record of Bid opening
  - Copy of Construction Contract Award Letter
  - Letter identifying Maplewood Township's Responsible Charge for the Project

NOTE - The Township may jeopardize the Federal Funds if the Township enters contract with prime contractor without Award Concurrence from Local Aid or without the approval of Civil Rights.

- If the bids are rejected for any reason, NJDOT Local Aid will be notified in writing before re-advertising. A written justification for the denial will also be submitted.
- \*Maplewood will complete and submit a copy of the bid analysis prepared in accordance with the FHWA's Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation, dated October 7, 2021 {Formerly T5080.4} per the Guidelines: <http://www.fhwa.dot.gov/programadmin/contracts/ta508046.pdf>.

**Construction Project Agreement** - Maplewood will provide the following to NJDOT Local Aid (under separate cover letter)

- Within 45 days of receiving the agreement, Maplewood will provide two (2) original signed and sealed copies of the Construction agreement along with a signed/sealed Resolution for execution by the NJDOT.
- Certification by Maplewood that all projects constructed with Federal funds require full-time construction inspection and oversight. Maplewood understands that failure to follow all Federal guidelines may result in the loss of Federal reimbursement.
- No reimburseable work can be performed until the project agreement is executed by the NJDOT.

In addition, the RC/PM and/or the Design Consultant performs the following:

- a) Reviews recommendation letter from the consultant and requests corrections as necessary
- b) Verifies DBE/ Contractors are on the NJ certified list.
- c) Verifies that the DBE/ requirements are being met and that approval from NJDOT Civil Rights has been received.
- d) Verify that Form CR 266 was approved by Civil Rights prior to award of Contract

If Maplewood Township rejects the bids, they must notify the Local Aid Office in writing, explaining the reason(s) the bids were rejected as per Federal Aid Policy Guide. The FHWA has to be notified prior to Maplewood Township re-advertisement of the project (as per 23 CFR section 635.114).

Once the bid analysis is accepted and completed, and approval from NJDOT Civil Rights received, a letter recommending the award is submitted to Maplewood Township's Governing Body/Business Administrator's Office who contacts the selected construction company and requests the necessary legal documents for the award of contract. Once the legal documents are



submitted, the contract is scheduled to be presented before the Municipal Council for adoption of Resolution to approve award the contract.

Maplewood Township Counsel prepares a contract to be signed by authorized representatives of both Maplewood Township and the lowest responsible bidder after Maplewood Township receives a letter of concurrence of award from the NJDOT. The contract does not become effective until it has been fully executed by all parties.

## **6.0 Construction Project Management**

Title 23 CFR 635.105 specifies oversight requirements for locally administrated federal aid construction projects, which mandates a full-time employee to be responsible charge of Federal-Aid construction projects and to work in conjunction with the consulting company providing Construction Management and Construction Inspection Services outlined by the RFP as described in a separate section of this document.

In accordance with 23 CFR 635.105, a full-time Maplewood Township employee will be designated to be the “Responsible Charge” for each federally funded project. This protocol will be required and applied even when consultants are providing design/contract administration/ or other engineering services on the project.

### **6.1 Responsible Charge/Project Manager (RC/PM)**

Maplewood Township will provide a full-time employee as required by Title 23 CFR 635.105(a) to be in responsible charge of the construction project. The responsible person in charge is the RC/PM for the project. This applies even when a Consultant provides construction engineering services. The RC/PM is involved in the entire project from start to finish, including the close out process. The RC/PM is required to have completed the Rutgers CAIT Responsible Charge Training Course. A RC/PM can be, if needed, acting as responsible charge on more than one project and directing Maplewood Township personnel to specific projects.

The RC/PM is aware of the qualifications, assignments and on the job performance of the consultant.

The RC/PM schedules the pre-construction meeting after the contract has been signed, and insurances and bonds are posted to the satisfaction of the Corporation Counsel thru the Legal Department. A Notice to Proceed is issued after the pre-construction meeting specifying the start date, the duration of the project as per the specifications and the completion date.

The RC/PM, who is accountable for the project, may share duties with the Resident Engineer (Consultant Inspection Services), however the RC/PM is responsible for the following:

- a. Administers Government project activities, in regard to cost, time, adherence to contract requirements, construction quality and scope of Federal-aid-projects.
- b. Maintains familiarity of day to day project operations, including project safety issues. At a minimum, requires to the Resident Engineer to check daily the maintenance and protection of traffic control to ensure it is set up as established on the bid documents and

request the Contractor to resolve any non-conformance issues found.

- c. Makes and participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements.
- d. Visits and reviews the project site on a frequency appropriated to the complexity of the project, maintains record of these visits on a hard copy diary document.
- e. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to eliminate the possibility of fraud, waste and abuse and for accuracy and compliance with the plans and specifications.
- f. Directs project staff, Maplewood Township or consultant, to carry out project administration and contract oversight, in all aspects including proper documentation in regarding records and daily entries.
- g. Ensures that the project receives adequate supervision and inspection to ensure that work is accomplished in conformance with approved plans and specifications.
- h. Ensures Source Documents related to material testing, material certifications, daily inspection report, DBE participation, project completion, project schedules and Buy America certifications to be strictly controlled by the Resident Engineer (retained consultant) under direct supervision of the RC/PM to ensure that all records are properly maintained.
- i. Verify that the Form CR-266 has been approved by Civil Rights prior to Award of Contract.
- j. Ensure that prime contractor is not executing pay items designated for DBE Subcontractor, as approved by Civil Rights.
- k. Follow Civil Rights process for changing, replacing, substituting and omitting a DBE from the Project.

## **6.2 Construction Inspection**

Title 23 CFR 635.123 requires projects receive adequate supervision and detailed construction inspection to ensure construction is completed in conformance with the approved plans and specifications. All activities delineated in this Section are to be done by the consultant selected for Construction Inspection Services as Resident Engineer/Inspectors, under the supervision of the RC/PM, who will request revisions or additional information as needed.

The Construction Inspection provider is required to ensure that the project is in compliance with all Federal Regulations during the life cycle of the project. The penalty, in dollar amount, imposed by NJDOT or FHWA for any loss of revenue due to lack of vigilance will be recovered from Construction Inspection Firm. This provision will be included in the Construction Inspection Contract.

Maplewood Township procures Consultant for Engineering Inspection Services which in conjunction with the RC/PM will oversee the construction and to ensure construction is completed in conformance with the approved plans and specifications.

Following the preconstruction meeting, the Contractor must agree to commence work on a date to be specified in a written "Notice to Proceed" by the RC/PM and fully complete the project within the specified calendar days in the contract documents.

Attendees of the pre-construction meeting will be the RC/PM, Contractor, construction inspection consultant, the design consultant, police, utility companies, local representatives, and NJDOT- Local Aid Office, and NJDOT Civil Rights. The following items will be included in the pre-construction meeting agenda:

- a. Project Description
- b. Key personnel
- c. Construction schedule
- d. Utilities,
- e. Maintenance and protection of traffic
- f. Sub contactors
- g. Items of Construction
- h. Progress meetings frequency
- i. Material Questionnaire
- j. Change Orders
- k. Material sampling requirements
- l. Certificates of compliance for all materials
- m. Buy America requirement
- n. DBE goal and requirements
- o. Trainee Goals & Requirements (if Applicable)
- p. Title VI and Sexual Harassment Policies (Posted at Project Site)
- q. NJDOT Policy and Procedure No: 013.00 DC-18 A (APPROVAL TO SUBLET).
- r. Invoicing
- s. All other federal guidelines and requirements
- t. Final inspections

A NJDOT representative will discuss the Federal Project Requirements and will describe their role of routine check for compliance, additional federal forms will be provided to Contractor.

No construction work shall be allowed on the project before the Federal Aid agreement is executed between the NJDOT and Maplewood Township, a pre-construction meeting is held, the progress schedule is approved, the field office has been established, and the right-of-way limits, limits of the construction, environmentally restricted areas have been laid out and all environmental agencies that issued permits have been notified. The resident Engineer under the supervision of RC/PM, will schedule, create agenda, maintains notes and records all related to progress meetings. Progress meetings will be arranged as often as necessary.

Resident Engineer reviews all the items submitted by the Contractor such as but not limited to material questionnaire (DC-2891), list of Sub-contractors, affirmative action plan, list of DBE Firms, project work schedule, list of the emergency contact telephone number, material

certifications, list of suppliers and mix design reports.

Maplewood Township, in executing the inspection of the project, will use the 2019 NJDOT Standard Specifications, the approved project Supplementary Specifications, NJDOT Standard Roadway Construction, Traffic Control and Bridge Construction Details, MUTCD and the project plans. The field inspection team will accurately maintain records during construction including daily inspection reports, engineer's diary, material delivery tickets, material certifications, material questionnaires DBE requirements, material testing results and Buy America Certification.

All activities on the project are documented in the daily inspection reports using NJDOT Daily Inspectors Report Form (DC-29 or approved equal) and an Item Summary Sheet. The inspections report are supplemented with field notes that includes measurements (length, width, depth, slope), calculations (area, volume, weights), sketches, a statement of compliance with the plans and specifications, any field changes, comments, delivery tickets that have to be received and initialed by the inspector before placement.

The Resident Engineer will use the summary of pay items to develop the monthly payments and submit them for review to the RC/PM.

The Resident Engineer will ensure that testing of materials is properly conducted and documented in the project file and referenced in the daily reports. The inspection reports are signed and dated by the Inspector and reviewed and initialed by the Resident Engineer. The item summary sheets are used to verify and negotiate the Contractor's payment requests.

The inspection team performs wage rate inspection using the required forms including Form DC-126 and verify that the prevailing wage rate requirements of 23 U.S.C. and the Davis-Bacon Act are met.

The inspection team will make sure that all the environmental commitments and/or permit requirements are met and all required Civil Rights notices are posted at a location visible at the project site. These will be documented in the daily inspection reports.

The maintenance and traffic control plan impacting work zone and pedestrian safety must be reviewed by the resident engineer on a daily basis and be in compliance with the MUTCD and a request to the Contractor to correct or supplement accordingly. A record of this daily inspection must be included on the daily report. The inspection team shall ensure that all the pedestrian facilities constructed in accordance with Section 504 of Rehabilitation Act of 1973 and Title II of ADA Act of 1990 and in accordance with AASHTO standards and Americans with Disabilities Act, Accessibility Guidelines (ADAAG).

The inspection team, under the RC/PM supervision, monitors and requests corrections from the Contractor as needed of: progress schedule, Contractor payments and contract completion to make sure full adherence to the approved schedule and specified contract time.

The inspection team shall monitor that the DBE/ESBE goals identified in the approved bid documents on the Form CR-266F-Schedule of DBE Participation for the project are met. The

inspection team verifies and ensures that the work to be performed by DBE Sub-contractors is being performed by the previously approved DBE Firms listed on the Form CR-266F. The Resident Engineer will use the daily reports to document the on-site monitoring.

Any changes to the DBE Goals or Contractors must be submitted to NJDOT on revised Form (CR-266) for approval. Section 108.01 of the NJDOT specifications must be followed.

The RC/PM submits to NJDOT the following documents monthly:

- a. Form DC-126 - Wage Rate Inspection
- b. Form DC-127- Monthly Summary of Contractors Payrolls
- c. Form 347 Statement of Compliance and Certified Payrolls
- d. Form CR-267 -Monthly Report, DBE Utilization
- e. Proof of payment to all subcontractors (DL-72)
- f. Cancelled checks as proof of payment for DBE subcontractors

The RC/PM ensures that the Contractor and his sub-Contractors submit CC-257 electronically each month. Copies shall be submitted to NJDOT Local Aid Office with each payment voucher.

### **6.3 Payment Procedure**

#### **Project Billing**

- Maplewood will provide NJDOT Local Aid with an initial billing (payment voucher) for the construction project no later than 3 months after NJDOT has concurred in the award of the construction contract. NJDOT may receive subsequent billings (payment vouchers) on a monthly basis after the initial billing but no later than 3 months thereafter as stipulated in the project agreement. Maplewood understands that failure to meet the billing requirements may result in the restriction of authorization of any future FWHA funding until such time as progress on timely billings is demonstrated.
- The project will be considered “Inactive” if Maplewood fails to submit an invoice within the durations described in 23 CFR 630.106. It is Maplewood’s responsibility to ensure that the federal funding is not jeopardized for this project due to an “Inactive” project status.

The Contractor submits request for payments to Resident Engineer who verifies the work and quantities. The RC/PM reviews them for completeness.

The monthly payment estimates are prepared based on the field measured quantities recorded in the daily inspection reports, and the summary of the pay item sheets, and include payments for the quantities of work that have been fully completed and are acceptable to the Resident Engineer and RC/PM.

The RC/PM verifies bid unit prices and calculation of payment amount.

The RC/PM verifies Contractor submission of certified payroll, DBE utilization report (if applicable), monthly utilization report, and training report (if applicable) and notifies the

Contractor if any additional information is needed.

The RC/PM stamps the invoice with the date it was received. The RC/PM has 10 days to review the invoice. If prompt payment is applicable, Maplewood Township shall make payment to vendors on or before sixty (60) calendar days from the date on which the properly executed Payment Voucher was received, or the receipt of goods or services, whichever is later.

The RC/PM will ensure NJDOT'S Standard Specification are enforced which require prime contractors pay subcontractors and suppliers for satisfactory performance of their work. Depending on the particular terms of the contract, payment is required either, no later than 30 days or no later than 10 days of the prime receiving payment from DEPARTMENT/MAPLEWOOD TOWNSHIP/GRANTEE. This includes payment of full retainage and subcontractors paying their subcontractors and suppliers. This payment details must be outlined in Form DL-72 and submitted regularly as required by Civil Rights.

All deficiencies that prevent processing will be identified and the invoice will be returned to the vendor within 10 days of receipt by letter citing the deficiencies. The return date shall be recorded in the log.

Mathematical errors or other items identified as non-payable items can be marked within the payment voucher package. Any changes must be crossed out, and the initials and date must be placed next to the change(s). The payee shall be notified of any reductions.

NJDOT will not provide payment for any IMPROPER PAYMENTS made by Maplewood Township including but not limited to following:

- The item summary sheet and source document are mismatched.
- The Steel or Iron items installed missing BUY AMERICA CERTIFICATE.
- The prime contractor executed pay items which were designated for DBE Subcontractor as approved by Civil Rights.
- When the Federal Project is INACTIVE.
- In the case of non-compliance of Federal Regulations.
- The CUF (commercially useful function) is not performed by DBE.
- Any penalty imposed by Civil Rights for lack of CUF, SHORTFALL IN DBE GOAL ACHIEVEMENT, MINIMUM WAGE REQUIREMENT or other associated issues.

**For Professional Services:** The consultant sends a certified invoice with progress schedule to the RC/PM; the RC/PM reviews the invoice to ensure there are no discrepancies. If the invoice has no discrepancies, the RC/PM makes recommendation for payment to Maplewood Township Business Administrator/ Finance Department to issue a Purchase Order for the Consultant signature. Once the signed Purchase Order is returned to the Finance Office, a check is mailed to the vendor.

**For Construction Services:** The contractor sends the invoice to the Resident Engineer who reviews the invoice to ensure there are no discrepancies. If the invoice has no discrepancies, the

RE recommends payment to the RC/PM; the RC/PM reviews the invoice to ensure conformance. If the invoice conforms, the RC/PM recommends payment to Maplewood Township Business Administrator/Finance Office who in turn reviews/approves the invoice and issues a Purchase Order for the Contractor signature. Once the signed Purchase Order is returned to Finance, a check is mailed to the vendor. The following criteria shall be met for an invoice to be processed:

- a. Payee has signed and dated the invoice. At least one copy must have an original signature.
- b. Payee has signed and dated the Payment Voucher declaration.
- c. Progress report shall accompany the invoice, in accordance with Section 6.2 (b) of the Federal Aid Agreement.
- d. Evidence of costs incurred to date in the form of payroll certifications or receipts of contractor payments.
- e. Federal contract compliance documents in accordance with Section 6.2 (b) of the Federal Aid Agreement have been submitted and verified during the billing period.
- f. Change Orders if applicable (prior approval required)
- g. Cost incurred dates for all submissions are within the appropriate timeframe. For example: billing period, following authorization, notice to proceed, and approved contract modification dates, prior to contract completion dates, etc.

### **Request for Partial payments to NJDOT**

The RC/PM prepares the documents and submits invoices for reimbursement to the NJDOT-Local Aid Office either monthly or quarterly on PV forms in accordance to the Federal Aid Guidelines

Progress Reports will accompany all payment vouchers and shall include:

- 1) narrative description of work performed during the payment period and any difficulties or delays encountered;
- 2) comparison of actual accomplishments to the goals established for the payment period;
- 3) comparison, by tasks, of costs incurred with amounts budgeted, and;
- 4) comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- 5) Copies of contract compliance documents as completed for the voucher payment period by the Resident Engineer that is designated by the Subrecipient, a complete set of which shall be furnished by the State at kickoff and/or preconstruction meetings.
- 6) Electronic copies of the DC-29s (or DC-144 or approved equal) and an item summary sheet for that voucher payment period.

### **Final Inspection, Payment and Closeout**

- Requests for final inspection and acceptance to NJDOT shall be made by Maplewood no later than 30 days following Substantial Completion of construction.
- Close-out documents shall be submitted by Maplewood to NJDOT within 6 months of receipt of acceptance by NJDOT.

Maplewood understands that failure to meet the time requirements for project close-out may result in the restriction of authorization of future FWHA funding until such time as progress on close-out is demonstrated.

Maplewood may appeal decisions made by NJDOT regarding all above compliance issues on a case-by-case basis, but NJDOT reserves the right to make a final determination whether to continue funding the project or not. Maplewood understands that NJDOT will be reviewing the status of the federal-aid agreement and the issues associated with compliance on a monthly basis.

The Resident Engineer, the Design Consultant, and the RC/PM in the presence of the Contractor will perform the final inspection once all the pay items of the project have been completed. The Resident Engineer will provide the Contractor with a punch list of items to be corrected.

The RC/PM also notifies the NJDOT-Local Aid in writing that the project is substantial completed, once all the pay items have been completed.

NJDOT-Local Aid will inspect the project site along with the RC/PM and Resident Engineer/Inspector and inform Maplewood Township of any necessary corrective action required in writing

The RC/PM will notify the NJDOT in writing after the Contractor has corrected the work included in the punch list and the corrective action list developed by the Resident Engineer/inspector and NJDOT.

NJDOT and Maplewood Township will perform the final inspection and if Maplewood Township and NJDOT deem all the work acceptable, the RC/PM will begin preparing the final change order (if required), final payment, and as-built quantities.

#### **6.4 Chief Financial Officer Certification**

After final payment has been submitted and paid. The RC/PM submits the project file to the Chief Financial Officer who in turns assigns staff from the Finance Department to conduct internal review and audit. The internal auditor may recommend revision and amendment to the project cost, if necessary. Once audit is completed the Chief Financial Officer certifies the project total cost.

The RC/PM submits the following to NJDOT once the final payment has been issued to the Contractor.

- a. Final Payment Voucher (Form PV) along with back up documentation (copies of the payments to the Contractors)



- b. Chief Financial Officers Certification
- c. Engineer's Certification for Project Completion
- d. Federal Aid Change Order (Form DC-173A)
- e. List of As-built quantities
- f. Evidence of Contractors and sub-contractors Payroll compliance
- g. Form DC-123- Contractors Final Certificate of Compliance
- h. Form DC-126- Wage Rate Inspections
- i. Form DC-127- Monthly Summary
- j. Form 347- Statement of Compliance
- k. Evidence of Contractor's EEO compliance
- l. Form CC-257- Monthly Employment Utilization Report (electronically)
- m. Release Statement from Agreement for Federal Aid
- n. DC-29's (or approved equal) and an item summary sheet (electronically)
- o. CR-268
- p. Calculations for asphalt and fuel price adjustments
- q. Letter certifying all corrective work has been completed
- r. and any other forms and/or documentation deemed necessary

The RC/PM organizes and stores the file for the project indefinitely.

### **Records Retention**

*As per State of New Jersey Requirements*, "All documents and records, from Consultant Selection through completion of Construction, up to and including payment of the final invoices and vouchers, will be retained for a minimum of 7 (seven) years following payment of final invoice and closeout of the project. Warranty item documents will be retained for a minimum of 3 (three) years from the end of the warranty period."

### **6.5 Source Documentation**

Maplewood Township complies with Title 23 CFR 635.123 to provide for adequate assurance that the quantities of completed work will be determined accurately and on uniform basis. All related source documents upon which payment is based must be matter of record, as basis for the determination of acceptable pay quantities and monthly payments to the Contractor. The means and methods consisting of notes and/or daily reports for the documentation of length, width, depth and slope, calculations of area, volume, weights, sketches must be presented by the Resident Engineer, assigned to the project to protect the public interest and to ensure that the number, size, and characteristics of what being delivered match the plans/specs. The following is a list of the documents and procedures normally accepted as proper source of documentation:

- a. Delivery tickets are received initialed by inspector prior placement of materials
- b. Testing of materials is documented in the project files and referenced in daily inspection reports.
- c. Form DC-29 (or DC-144 or approved equal) is used for daily inspection reports and the instruction on the DC-29 are followed. DC's are supplemented with field notes, pay quantity summaries and photographs that tie the work being done to the plans, specifications and related contract documents  
<http://www.state.nj.us/transportation/business/localaid/documents/DC29>

- d. Inspection reports are signed and dated by the inspectors.
- e. The Resident Engineer reviews and initials the daily inspection reports.
- f. The Resident Engineer prepares a summary of pay quantities based on the daily inspection reports
- g. The Resident Engineer uses the summary of pay items to develop periodic pay estimates for the RC/PM. The summary of pay items must be used for comparison and negotiations of Contractor payment request. The RC/PM must ensure proper payments are being made in accordance with the contract provisions. Upon acceptance of the negotiated Contractor payment, a voucher request will be forwarded to Maplewood Township Chief Financial Officer for Contractor payment.
- h. The Resident Engineer reviews prevailing wage rate requirements of 23 U.S.C and the Davis-Bacon Act, and documents in Maplewood Township's project files.
- i. NEPA and all environmental commitments and/or permit requirements must be met and documented in the daily inspection reports.
- j. All pedestrian facilities must be constructed or reconstructed in accordance with the American with Disabilities Act (ADA) of 1990; Section 504 of the Rehabilitation Act of 1973; 28 CFR Part 35.151 (e) and NJDOT Standard Construction Details.
- k. DBE requirements are monitored and enforced to ensure compliance with 49 CFR 26; the contract plans, specifications and related contract documents; the NJDOT Construction Handbook Section V, Subsection B and NJDOT DBE/ESBE Programs.

## **6.6 Buy America**

Steel or iron products including application of coating permanently incorporated into federal-aid projects must be manufactured in the United States as per Title 23 CFR 635.410 requirements. These requirements apply to the entire federal-aid project. There is no exemption for steel and iron purchased with other than federal funds. Minimal use of foreign steel or iron is permissible if the cost of such materials does not exceed one-tenth of one percent of the total cost or \$2,500, whichever is greater.

Pursuant Section 3 of this document, the RC/PM, as responsible charge, will request to the Resident Engineer and Inspector to ensure that the Buy America Certification be provided at the time of material delivery. No steel or iron will be incorporated into the project without a signed Buy America certification. The certification must be properly labeled as per project specific, and be current, dated, signed and notarized, and specific to the materials at hand and should be delivered prior to steel/iron material is installed. The certification must be printed on the supplier letterhead. This will be documented in the daily inspection reports.

The Resident Engineer will maintain a log of all the steel placed on the project; permanently incorporated, temporary, and temporary but must remain in place (stay in place forms, temporary sheeting left in place by the Contractor).

## **6.7 DBE/Trainee Compliance**

A specified DBE goal is received from NJDOT-Local Aid by Maplewood Township and included on the Federal Attachments of the bid documents. The RC/PM and the Resident Engineer continuously monitor DBE and Trainee participation and perform Commercial Useful Function reviews as the project progresses and are responsible for ensuring the DBE contract goals will be met at the time of project completion. Under the supervision of the RC/PM, the Resident Engineer is responsible and maintains a separate file for:

- a. Verification of Recommendation to Award memorandum and the schedule of Participation DBE Form CR-266, to determine status of Sub-contractors to monitor for compliance.
- b. During the course of the Contract, monitors true participation by comparing DBE goal commitments against Request for Approval to Submit Form DC-18; also, cross check the daily reports with each affected Form DC-18, the Recommendation to Award and the Utilization of DBE/SBE Monthly Report Form CR-267.
- c. Ensure all DBEs are performing Commercial Useful Function (CUF) Reviews.
- d. Uses the Daily Work Report to document on-site monitoring of stipulated DBE work items and Contractor performing the work under to ensure compliance.
- e. Notifies the RC/PM and the Contractor in writing of any violations and will direct the Contractor to comply with the requirements. Revisions to the approved DBE program can be made only upon the Contractor submittal of the revised Form CR-266F. The resident Engineer must follow-up promptly to ensure timely solution.
- f. For any DBE/ESBE goal commitments, outlined in the Specifications, which are not fulfilled, the contractor must promptly submit supporting adequate Good Faith Effort with Form CR-268, this will be reviewed by RC/PM and recommended documentation for approval and sent to NJDOT-Local Aid Office. Changes to DBE compliance must be approved by NJDOT Office of Civil Rights.
- g. Executed sub contracts
- h. DC-18's, cancelled checks showing payment to sub-contractors – copies of front and back of check to be provided
- i. DC 18s must be provided to NJDOT Local Aid before subcontractors begin work.
- j. RC/PM monitors Trainee goal Requirements (If Trainees are Required) through on-site monitoring (DC-29A Daily Inspector's Report/or DC-144 or Approved Equal Local Form will be used to monitor the performance of the Trainees). Evidence of Contractor's Trainee compliance must be maintained throughout contract.
- k. Township will have Contractor provide and maintain Apprentice/Trainee Approval Memorandum Part "A", Biweekly Training Reports, Contractor's 1409 Quarterly Training Reports, and Training Certificate for each Trainee candidate assigned to project.

## **6.8 Contract Changes, Project Schedule, Contract Completion**

### **Contract Changes/Change Orders**

Changes in the plans and specifications, and extra work (if necessary) are to be done in accordance with the requirements of NJDOT Standard Specifications, Section 104.03 and Title 23 CFR 635.120 and the procedure outlined below.

Contract changes must be monitored and documented daily. The Contractor may not deviate from the requirements of the contract unless and until a field order is issued by Resident Engineer upon approval by the RC/PM and NJDOT Local Aid. Contract line item overruns are not permissible without formal requests by the Contractor and approvals by the RC/PM. All new or supplemental costs must be negotiated, itemized and justified. All documentation of the negotiations, including the basis of cost, must be on file and included in the change order request.

The Resident Engineer will notify the RC/PM once it becomes apparent that a change to the Plans and/or Specifications is required. After reviewing the plans and/or Specifications to determine if the change is valid and necessary in conjunction with the consultant who designed the project the potential extra work is evaluated and recommended for approval.

The RC/PM notifies the NJDOT- Local Aid Office once it has been established that a Change Order for changes in the contract quantity or extra work/new work is necessary and prepares a field order. The form shall state the description of the change or extra work (new work), reason for the change, value of the change (increases or decreases against the contract price). Time is also evaluated as part of the change order. This form will authorize the Contractor to proceed with the work upon written approval from NJDOT Local Aid.

The Contractor should provide to the Resident Engineer a detailed cost proposal (materials, labor, equipment, overhead) for extra (new work). The cost will be reviewed by the Resident Engineer and the RC/PM, documented, and negotiated based on the cost estimate prepared by the Resident Engineer, under the supervision and approval of the RC/PM, for the extra work cost presented by the Contractor. The negotiated costs will be included in the change order. The change order will be signed by the Contractor, the Resident Engineer and submitted to the RC/PM for review. If the price for extra/new work cannot be mutually agreed upon, Maplewood Township will initiate work by force account as per Section 104.03 of the Standard Specifications.

The RC/PM prepares a Federal Aid Change Order (DC-173A) and submits it to NJDOT for their review and approval once the Municipal Council approves the change order. The Change Order will serve as a contract document adjusting the contract price. Any amounts in excess of the authorized contract amount cannot be expended until the Change Order is approved. Time should always be evaluated as part of a change order, because it will change the contract time and contract completion date, therefore any change order must include the required additional time for extra work.

The RC/PM will notify NJDOT if during the course of construction, an inherent job condition

should arise, and said condition, if not immediately corrected or changed, would unduly delay the Contractor. Upon the written authorization of the NJDOT, the Contractor will be instructed by field order and Maplewood Township will proceed with the approval of the change order at the next available Municipal Council meeting.

**6.9 Field Orders (Appendix E)**

The RC/PM will notify NJDOT Local Aid, if during the course of construction, an inherent job condition should arise, and said condition, if not immediately corrected or changed, would unduly delay the project completion. The Contractor will provide to the Resident Engineer and RC/PM a detailed cost proposal (materials, labor, equipment, overhead) for extra (new work). The negotiated cost will be sent to NJDOT Local Aid and included in the Change Order (Form DC-173A). Upon approval by NJDOT Local Aid, the Contractor will be instructed by Field Order to proceed with the work.

**The process for a Field Order shall be as follows:**

- a. The contractor shall immediately notify the Resident Engineering that there is a need for a Field Order.
- b. The Resident Engineer shall set up a meeting in the field to include the Contractor and the RC/PM to discuss the needed change, potential cost impacts and potential changes to the Progress Schedule.
- c. Once the change has been agreed upon by all parties, the Resident Engineer shall issue, after the meeting, a written description of the change, including the immediate need for the change and the anticipated cost.
- d. The RC/PM will evaluate the Field Order request and, if acceptable, immediately notify the NJDOT Local Aid by e-mail. Upon written approval from NJDOT Local Aid, the Resident Engineer shall then issue a verbal approval to the contractor. The contractor can then proceed with the Field Order. The Resident Engineer will immediately prepare a written approval of the Field Order after verbal approval is given. The Resident Engineer shall record and verify all work and quantities related to the Field Order and immediately notify the RC/PM if the estimated work for the change should differ significantly from what was discussed. If there are significant differences, RC/PM shall decide whether a revised field change order is required.
- e. The RC/PM will proceed with the approval of the Field Order at the next available Municipal Council meeting and submit to NJDOT Local Aid for formal approval by use of a Federal Aid Change Order (Form DC-173A) as outlined above.

**7.0 Contract Completion Date**

Contract Completion – Time of Completion and Liquidated Damages shall be in accordance with NJDOT Standard Specification, Section 108.10. The RC/PM issues a formal “Notice-To-Proceed” (NTP), once all Civil Rights documents have been submitted and approved by the NJDOT and all Pre-Construction Meeting Checklist items are completed. The NTP must include the Contract Completion Date.

The Resident Engineer with the supervision of RC/PM, schedules progress review meeting periodically to evaluate the progress on the project and request progress schedule updates from the Contractor. If the Contractor falls behind the schedule, the Contractor will be notified in writing and asked to make every effort to improve the progress.

The Contractor will be advised by the Resident Engineer, who will ensure that, contract time extensions will only be granted for excusable delays specified in Section 108.11 of the NJDOT 2019 Standard Specifications and shall be submitted and approved by Change Order as the project progresses and at the time an excusable delay occurs.

If the Contractor fails to complete the contract within the contract time specified in the contract documents, the Contractor will be charged liquidated damages for each working day that the Contractor fails to complete the construction project in accordance with the “schedule of liquidated damages” included in the project specifications.

The RC/PM monitors the project progress and the Resident Engineer and Inspector documents any contract delays throughout the duration of the project. A Contractor request for a contract time extension shall be fully justified, adequately documented, and submitted at the time the excusable delay occurred. A revised progress schedule will be submitted documenting how this delay affected the critical path of the project work. Contract time extensions need approval from NJDOT and Maplewood Township.

**Liquidated Damages**

Information regarding Liquidated Damages is included in the Contract Special Provisions – Time of Completion and Liquidated Damages are in agreement with 2019 NJDOT Standard Specification, Section 108.20, will be followed which is defined as the daily amount set forth in the contract to be deducted from the contract price to cover for additional cost incurred by Maplewood Township because of the Contractor’s failure to complete work within the specified Contract Time. The Contractor must be advised by the Resident Engineer that Liquidated Damages will be assessed at each time that the progress schedule is not been met.

LIQUIDATED DAMAGES or any other penalties proposed will be assessed from the original GRANT AMOUNT shown IN AGREEMENT. Maplewood Township is solely responsible for producing any documents required by Federal Highway or NJDOT during the project lifecycle during and after the project is closed out throughout the record retention period.

**Progress Schedules**

The RC/PM with the assistance of the Resident Engineer reviews progress schedule and monitors the contract progress to evaluate impacts to contract time in accordance to Section 153

of NJDOT Standard Specifications. Progress payments are compensation for value of work performed during a covered period as specified in Title 23 CFR 635.123. The RC/PM monitors and documents the project's progress, Contractor payments and contract completion to ensure compliance to the approved project schedule and contract time.

**7.1 Change Order Protests/Disputed Work**

If the Contractor disagrees with any terms and conditions of a Change Order or a Field Order, a written protest must be submitted to Maplewood Township within 15 days of receipt of the Change Order in accordance with Section 104.03 of the NJDOT Standard Specifications.

Maplewood Township will notify NJDOT-Local Aid of the Contractor's written protest. Submission of written protest will not relieve the Contractor from obligation to proceed with the work directed by the Change Order.

Maplewood Township will pursue a satisfactory resolution of disputed work issues or claims within a reasonable period of time as required by Standardized Changed Condition clauses per 23 CFR 635.109, NJDOT Standard Specifications and the project Supplementary Specification. The cost to settle work disputes, contract claims, or court awards must be reviewed by NJDOT prior to reimbursement as per 23 CFR 635.124. Any disputed work must be documented in the project records. Disputed work issues or claims must be resolved prior to close out of the project.

# APPENDICES



**APPENDIX A**

**ORGANIZATIONAL CHARTS**

# **APPENDIX B**

# **SAMPLE RFP**

## **APPENDIX C**

# **CONSULTANT PROPOSAL EVALUATION FORMS & GUIDES**

**APPENDIX D**

**CONSULTANT CONTRACT  
PERFORMANCE RATING FORMS**

**APPENDIX E**

**FIELD ORDER FORM**



**APPENDIX F**

**SAMPLE PROFESSIONAL SERVICES  
CONTRACT**

**APPENDIX G**

**TITLE VI POLICY STATEMENT**

# TOWNSHIP OF MAPLEWOOD



## RESOLUTION NO. 106-23

### AWARD OF CONTRACT

### PROFESSIONAL ENVIRONMENTAL SERVICES FOR A SUBSURFACE INVESTIGATION OF UNDERGROUND STORAGE TANK AT MAPLEWOOD MEMORIAL LIBRARY

**WHEREAS**, the Engineering Department of the Township of Maplewood (“the Township”) has a need to retain Professional Services by means of a non-fair and open contract pursuant to the provisions of N.J.S.A 19:44A-20.7 in order to complete professional environmental services for a Subsurface Investigation of an Underground Storage Tank at Maplewood Memorial Library; and

**WHEREAS**, the value of these services will exceed \$17,500; and

**WHEREAS**, these services must be performed by a firm who is experienced in environmental investigations; and

**WHEREAS**, Matrix New World Engineering, Inc. was selected based on their prior work at the site; and

**WHEREAS**, the firm of Matrix New World Engineering, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Matrix New World Engineering, Inc. has not made any reportable contributions to a political or candidate committee in the Township of Maplewood and this resolution prohibits the firm of Matrix New World Engineering, Inc. from making any contributions through the term of its contract; and

**WHEREAS**, the Township Qualified Purchasing Agent has reviewed and approved the award of contract; and

**WHEREAS**, the Maplewood Memorial Library Board of Trustees will consider approving the same resolution at its April 19, 2023 meeting; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey that:

1. Pursuant to N.J.S.A. 40A:11-5(1)(a)(i) Matrix New World Engineering, Inc. is hereby authorized to perform this work, as set forth in the proposal dated March 21, 2023, a copy of which is attached, for a lump sum fee in the amount of \$43,325.00; and
2. The firm of Matrix New World Engineering, Inc. is prohibited from making any contributions to a political or candidate committee during the term of its agreement;
3. The Director of the Maplewood Memorial Library is hereby authorized and directed to execute this contract award;
4. A copy of this resolution shall be printed once in the News Record of Maplewood and South Orange and is to be retained on file in the office of the Township Clerk;
5. The Business Entity Disclosure Certification, copy attached, be placed on file with this resolution.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Township Committee at a regular meeting of said Committee held **April 4, 2023**.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Township of Maplewood, in the County of Essex and State of New Jersey, this **4th day of April 2023**

\_\_\_\_\_  
**Elizabeth J. Fritzen, R.M.C.**  
Township Clerk



March 21, 2023

Paul J. Kittner, Jr., PE, PP, CME  
Township Engineer and Director of Public Works Township of  
Maplewood Municipal Building  
574 Valley Street  
Maplewood, New Jersey 07040

Via Email to: [PKittner@maplewoodnj.gov](mailto:PKittner@maplewoodnj.gov)

**RE: PROPOSAL FOR PROFESSIONAL SERVICES  
SUBSURFACE INVESTIGATION OF UNDERGROUND STORAGE TANK  
TOWNSHIP OF MAPLEWOOD LIBRARY  
51 BAKER STREET  
BLOCK 17.02, LOT 126  
TOWNSHIP OF MAPLEWOOD, ESSEX COUNTY, NEW JERSEY  
MATRIX PROJECT NUMBER: 19-962**

Dear Mr. Kittner,

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) is pleased to provide this proposal to the Township of Maplewood (Township), hereinafter referred to as Client, for professional services associated with the Township's Library, located at 51 Baker Street (Block 17.02, Lot 126), in the Township of Maplewood, Essex County, New Jersey (hereinafter referred to as Site).

## **1.0 INTRODUCTION**

On December 8, 2022, evidence of petroleum impacted soil was identified at the Site during renovation activities at the Township Library building. The Client requested a Matrix representative mobilize to the Site to identify the potential source of the petroleum impacted soil. Matrix representative, Mr. Edward Huss, Senior Engineering/Technical Director, arrived on-site and identified what appeared to be copper product and return piping within the concrete base of the stairs leading to the basement of the library building. Additionally, what appeared to be remote fill and vent piping was observed in the area in which the petroleum impacted soil was observed. Approximately 10 tons of impacted soil had already been removed and stockpiled at the Site for later disposal, and plastic sheeting was placed over the soil pile. The New Jersey Department of Environmental Protection (NJDEP) was notified of the release, and Case Number 22-12-08-1329- 25 was assigned to the Site.

On December 15, 2022, an Office of Public Records Access (OPRA) request was submitted to the Township of Maplewood to identify any files regarding an underground storage tank (UST) at the Site. A response was received on December 16, 2022, indicating that a construction permit dated September 28, 1999, was identified which proposed the abandonment of a fuel oil UST at the Maplewood Library (51 Baker Street). The size and location of the UST was not indicated on the permit. No records or information as to if the UST was ever actually abandoned was identified. No indication of a historic release (other than the December 8, 2022, NJDEP notification previously discussed) from a UST was identified via review of NJDEPs' Data Miner Website for the 51 Baker Street (Library) address.

On March 1, 2023, a Matrix representative returned to the Site in effort to locate the alleged abandoned-in-place UST. Ms. Sheila Innella, Senior Environmental Scientist, and Mr. Jay Graf with Geo-Graf, Inc. mobilized to the Site to conduct a geophysical survey. The geophysical survey utilized Ground Penetrating Radar (GPR), Electromagnetic (EM), Radio Frequency (RF), and Magnetic (MAG) instrumentation to locate the alleged UST. Based on the results of the geophysical survey, what appeared to be a 2,000-gallon UST was identified approximately nine feet northeast of the northeast side (back side) of the library building. The UST was noted to be between 18 inches to 2 feet below ground surface (bgs) and measured approximately 64 inches wide (e.g. in diameter) by 12 feet long, indicative of the dimensions of a 2,000 gallon UST. Additionally, copper product piping was observed extending through the inside of the concrete wall along the northern side of what would have been the basement of the library building. Based on the observations made (e.g. copper feed and return lines typical of fuel oil heating) and the results of the geophysical survey (typical unregulated 2,000 gallon heating oil tank), it appears that the UST likely contained fuel oil connected to a boiler within the basement of the library building. The following Scope of Work was developed to perform a subsurface investigation of the likely UST identified at the Site, as required to develop a no further action (NFA) determination from NJDEP due to the existing and identified NJDEP release / case # 22-12-08-1329-25 that needs to be addressed.

## **2.0 SCOPE OF WORK**

Matrix proposes the collection of soil and groundwater samples in accordance with NJDEP requirements to evaluate the environmental condition at the Site related to the likely 2,000-gallon UST. The proposed samples will be collected from soil borings advanced by a New Jersey Licensed Driller using the Geoprobe® direct push method under the direction of Matrix. Soil cores will be collected from each location in five-foot intervals with dedicated acetate sleeves. For the purposes of this proposal, it is assumed that the soil borings will be advanced between up to 10 and 15 feet bgs, with a maximum exploration depth of up to 20 feet bgs. Upon retrieval of the soil cores, subsurface materials will be visually inspected, continuously screened with a photo- ionization detector (PID [MiniRae parts per million (ppm) meter]) for organic vapors and logged for material content and lithology. Prior to initiating subsurface investigation activities, New Jersey One Call will be notified by the New Jersey Licensed driller in order to mark out underground utilities. An onsite GPR mark-out will be completed prior to drilling to re-mark the UST and identify any potential utilities that might be constructed in the drilling area.

All work will be completed in accordance with the NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7:26E), Administrative Requirements for the Remediation of Contaminated

Sites (N.J.A.C. 7:26C), Heating Oil Tanks System Remediation Rules (N.J.A.C. 7:26F), and NJDEP Technical Guidance for Investigation of Underground Storage Tank Systems, dated July 31, 2012.

All samples collected, as described below, will be submitted to a NJDEP certified laboratory for analysis on a standard laboratory turnaround time of 10 days. The subsurface investigation will be conducted under the supervision of a licensed subsurface evaluator (SE) in anticipation of obtaining an NJDEP NFA for the UST and NJDEP Release / Case # 22-12-08-1329-25.

## 2.1 UST / RELEASE INVESTIGATION

A total of six soil borings will be advanced around the perimeter of the UST, and one soil boring will be advanced in the approximate location of product piping. Two of the soil borings will be advanced at an angle, one at each end of the UST, in order to attempt to collect centerline samples from beneath the UST. A minimum of one soil sample will be collected from each boring biased to the six-inch depth interval exhibiting the most significant field evidence of fuel oil impact (i.e. odors and/or staining), field instrumentation readings indicative of a potential release, the UST invert, or the product piping invert. Based on the measurements of the UST (64 inches wide / in diameter by 12 feet long), the UST invert (bottom) would be between approximately 7 and 7.5 feet bgs. Additionally, a total of four soil borings will be advanced around the perimeter of the former excavation of petroleum-impacted soil that has already been completed, and one soil boring will be advanced in the center of that excavation area. A minimum of one soil sample will be collected from each boring biased to the six-inch depth interval exhibiting the most significance field evidence (i.e., odors and/or staining) and/or field instrumentation readings indicative of a potential release. The soil sample collected from the center of the excavation will be collected from the base of the excavation, which was approximately six feet bgs. Additionally, a vertical sample will be collected one foot below the initial bottom sample and placed on hold pending the analysis of the initial bottom sample. This boring will be extended at least two feet beyond the additional vertical sample to confirm the presence or absence of groundwater.

For the purposes of this proposal, Matrix assumes the UST held No. 2 fuel oil for on-site consumption. Therefore, in accordance with the NJDEP Technical Requirements for Site Remediation (N.J.A.C 7:26E), the soil samples will be collected for Extractable Petroleum Hydrocarbons – Category 1 (EPH Cat 1) analysis with contingency analysis for naphthalene and 2-methylnaphthalene for 25% of the samples where EPH is detected above 1,000 mg/kg. For the purposes of this proposal, it is assumed that a minimum of four soil samples will be activated for the naphthalene and 2-methylnaphthalene contingent analysis. If work observations indicate a product other than No. 2 fuel oil was in the tank, additional lab costs may apply.

Upon completion of soil sampling, the soil boring exhibiting the most significant field evidence of potential impacts will be converted into a temporary well point (TWP) using one-inch diameter pre-gravel-packed 0.010 slot PVC screen and solid PVC riser. If no impacts are identified in the vicinity of the UST itself, and groundwater is identified, the TWP will be installed at the center of the excavation of petroleum-impacted soil or within ten feet of the excavation, in the anticipated downgradient direction. One grab groundwater sample will be collected from the well point and submitted for Target Compound List (TCL) Volatile Organic Compounds (VOCs) with a forward library search (VOC+15) and TCL Semi-Volatile Organic Compounds (SVOCs) with a forward

library search (SVOC+15). If an additional area of petroleum impact is identified around the UST or piping area, an additional pre-gravel-packed well point will be installed as appropriate and analyzed for TCL-VOC+15 and TCL-SVOC+15.

## 2.2 UNCOVERING OF UST TO ASSESS CLOSURE, SOIL REMOVAL, DISPOSAL AND BACKFILL

Following the sampling, during a separate and subsequent mobilization (the soil boring work should be completed first before any excavation work), Matrix will verify that the UST was abandoned in place properly. Matrix will coordinate the removal of soil overlying the UST in order to access the top of the UST. Observations will be made as to the UST condition, location of abandonment access previously made, and material used to fill the UST for abandonment. If evidence of improper abandonment (e.g. no previous access identified, presence of oil within UST, and/or UST filled with soil (or other unacceptable material) instead of sand, concrete, or foam, a separate proposal will be prepared for the proper closure of the UST.

Approximately 10 tons of petroleum-impacted soil is currently stockpiled at the Site. In preparation for the soil disposal, Matrix will collect waste classification samples (during the soil boring work) in accordance with sampling requirements from the waste disposal facility. Matrix will coordinate the proper offsite disposal of the impacted soil. In addition to the removal of the impacted soil, Matrix will provide 10 tons of certified clean fill material to be used as backfill to replace the excavated petroleum-impacted soil, and coordinate backfilling with the Township. It is assumed the Township's onsite contractor will complete this backfilling consistent with their ongoing renovation work (and compaction) requirements since the excavation area to be backfilled is located immediately adjacent to the contractors building footer abatement work.

## 2.3 REPORTING AND PROJECT MANAGEMENT

Matrix will prepare a UST Closure / Site Investigation Report (as required), including analytical summary tables, figures, description of sampling activities, and findings from the sampling activities, field work and Site inspection activities. An electronic DRAFT report will be issued for your review and comment. Upon receipt and consideration of your comments, the FINAL report will be submitted upon your authorization. This task also includes all project management, staff, subcontractor and vendor coordination and client interaction.

## 3.0 COST

TASK	Cost
<b>2.1 - UST / Release - Drilling / Sampling Investigation</b> <ul style="list-style-type: none"> <li>Includes two 8-hour days (onsite) by a senior technical (sampling) specialist, two half-days (onsite) by a licensed subsurface evaluator (LSE), laboratory analysis, field equipment, GPR and driller</li> </ul>	\$17,145
<b>2.2 - Soil Removal, Disposal, Backfill &amp; Uncovering of UST to Assess Closure</b> <ul style="list-style-type: none"> <li>Includes one 8-hour day (onsite) by a senior technical specialist, soil disposal, backfill costs and uncovering/assessment of UST</li> </ul>	\$13,995
<b>2.3 - Reporting and Project Management</b>	\$12,185
<b>Total</b>	<b>\$43,325</b>

Costs provided above are estimates, and fees will be billed on a Time & Materials (T&M) basis.

#### **4.0 FEES AND SIGNIFICANT ASSUMPTIONS**

Our work will be completed for the estimated fees set forth above. Enclosed is our 2023 Fee Schedule which will be utilized for this T&M work, and for any additional services approved by the Township that may be required. The fees above will be billed monthly based upon a T&M (not-to-exceed without additional authorization for additional work basis) effort for each task. A listing of the estimated costs per task is provided above.

The Township is responsible for regulatory agency (e.g. Local, State, NJDEP and County) fees, if any, that may be required on this project.

As part of this proposal, Matrix includes the following significant assumptions:

- Providing access to the Site will be the responsibility of the client.
- Additional costs, if any, that may be required for this project based on the data results (if impact is noted) and inspections proposed herein, such as additional soil excavation, soil or groundwater remediation, UST removal/closure (if it is determined the tank leaked or closure was not conducted properly, etc.), are not included in this proposal at this time.
- Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal, if/as required.

#### **5.0 TERMS AND CONDITIONS**

Matrix's Standard Terms and Conditions are attached as part of this proposal and will be a part of the Agreement between the Client and Matrix. The attached special provisions for Licensed Site Remediation Professionals (LSRPs) are attached as part of this proposal and will be a part of the Agreement between the Client and Matrix.

#### **6.0 SUMMARY**

We thank you for the opportunity to submit this proposal. Please feel free to contact me directly with any questions or comments regarding this proposal at (732) 299-1553 or via email to [ehuss@mnwe.com](mailto:ehuss@mnwe.com)

Very truly yours,



Edward J. Huss, Jr., P.E., LSRP Senior  
Technical / Engineering Director  
Environmental Engineering and Remediation Services

ACCEPTED BY

NAME:

---

Signature	Print Name
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TITLE:

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DATE:

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The above signatory represents that they have read and understood the following Terms and Conditions and Special LSRP Provisions and have the authority to enter into this agreement on behalf of the client named above. The above signatory also acknowledges that this contract includes a Limitation of Liability Clause as part of the Terms and Conditions.

**TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES****Matrix New World Engineering, Land Surveying and Landscape Architecture, PC****Section 1: SERVICES**

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) agrees to perform the professional services (the "Services") as described in the Proposal incorporated herein by reference for the CLIENT on a best efforts, time and materials basis under the terms and conditions set forth below. Matrix reserves the right to amend the contents of the Proposal, if written authorization is not received within 90 days. These Terms and Conditions together with the Proposal constitute the agreement between Matrix and the CLIENT for the Services (the "Agreement").

**Section 2: COMPENSATION**

The CLIENT shall be responsible for all costs specifically enumerated in the proposal. For any costs set forth in the proposal as a range, Matrix shall provide CLIENT with an exact cost as soon as it can be estimated.

CLIENT shall also be responsible for any REIMBURSABLE COSTS not specifically set forth in the proposal. REIMBURSABLE COSTS include: out-of-pocket expenses, the cost of which shall be charged at actual cost plus an administrative charge of fifteen percent (15%) and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing IRS mileage rate, long distance telephone calls, printing and reproduction costs, and survey supplies and materials.

**Section 3: CLIENT'S OBLIGATIONS**

To assist Matrix in performance of the Services, CLIENT shall provide Matrix with appropriate material, data and information in its possession pertaining to the specific project or activity.

The CLIENT will advise Matrix of the nature and extent of the hazardous waste at the site. If Matrix discovers after it undertakes the Services that the site is of a different nature of hazard as defined by the client, or if unanticipated hazards are presented, the CLIENT and Matrix agree that the scope of services, schedule and estimated budget fee shall be adjusted as needed to complete the work without injury or damage.

**Section 4: INVOICE PROCEDURE AND PAYMENT**

Matrix will submit invoices to the CLIENT monthly and a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law on past due accounts. CLIENT will be liable for all court costs, disbursements, and attorney's fees incurred in the collection of any outstanding invoices.

**Section 5: OWNERSHIP OF DOCUMENTS**

All survey notes, drawings, bills of materials, specifications, blueprints, reports, calculations and all other material prepared in connection with the specific project shall be property of the CLIENT and shall be transferred to the CLIENT upon completion of the project and upon receipt of complete payment for the scope of work outlined in the proposal. Matrix may retain a single copy of such information and documents.

**Section 6: CONFIDENTIALITY**

Matrix agrees to keep confidential and not to disclose to any person or entity, other than Matrix's employees and subcontractors, without the prior consent of the CLIENT, all data and information not previously known to and generated by Matrix, or furnished to Matrix and marked CONFIDENTIAL by the CLIENT in the course of Matrix's performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to Matrix, or were acquired by Matrix independently from third parties not under obligation to CLIENT to keep said data and information confidential. CLIENT shall not restrict Matrix: **163**

from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

The technical and pricing information contained in any proposal submitted by Matrix as to this project, or in the Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without express written consent of Matrix.

**Section 7: BURIED UTILITIES**

Matrix will conduct the research that in our professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the sites surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utility lines and man-made objects. Matrix will take reasonable precautions to avoid damage or injury to any subsurface utilities or structures. The CLIENT agrees to hold Matrix harmless and the CLIENT agrees to pay for damages to underground utilities or structures which are not called to Matrix's attention or correctly shown on plans furnished by the CLIENT or third parties.

**Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Matrix and the CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work and compensation for the Services or termination of the Agreement. Matrix agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The CLIENT encourages Matrix to take measures that in Matrix's professional opinion are justified or legally required to preserve and protect the health and safety of Matrix's personnel and the public, and/or the environment, and the CLIENT agrees to compensate Matrix for the additional cost of such work.

In addition, the CLIENT waives any claim against Matrix, and agrees to indemnify, defend and hold Matrix harmless from any claim or liability for injury or loss arising from Matrix's encountering of unanticipated hazardous materials or suspected hazardous materials. The CLIENT also agrees to compensate Matrix for time spent and expenses incurred by Matrix in defense of any such claim, with such compensation to be based upon Matrix's prevailing fee schedule and expense reimbursement policy.



**Section 9: STANDARD OF CARE**

The Services provided by Matrix under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee, in fact or by law, whether of merchantability or fitness for a particular purpose or otherwise, is included or intended in the Agreement, or in any report, opinion, document or otherwise.

The CLIENT recognizes that subsurface conditions may vary from those encountered at the location where, and at the time when, borings, sampling, or testing are performed by Matrix and that the data provided by Matrix are based solely on the information available to Matrix. The CLIENT agrees to indemnify and hold Matrix harmless from and against all claims, damages, losses and expenses arising from the interpretation by others of data provided by Matrix.

**Section 10: INDEPENDENT CONTRACTOR**

Matrix shall be an independent contractor in performing the Services and shall not act as an agent or employee of the CLIENT. As such, and subject to the terms and conditions hereof, Matrix shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

**Section 11: JOBSITE HEALTH AND SAFETY**

Insofar as jobsite safety is concerned, Matrix is responsible solely for its own employees' and subcontractor's activities on the jobsite, but this shall not be construed to relieve the CLIENT or his contractors from their responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.

**Section 12: INSURANCE**

Matrix is protected by: 1) Worker's Compensation Insurance as required by applicable law, 2) General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage, and 3) Professional Liability (Errors & Omissions) with policy limits equal to at least \$1,000,000. Matrix shall provide insurance certificates illustrating the coverage herein defined to the Board prior to commencing work at the site.

Within the limits of said insurance, Matrix agrees to save the CLIENT harmless from and against loss, damage, injury or liability arising from negligent acts or omissions of Matrix, its subcontractors, and their respective employees and agents acting in the course and scope of this project. Matrix shall not be responsible for any loss, damage, or liability arising from any acts by the CLIENT, its agents, staff, and other consultants and subcontractors employed by the Client.

**Section 13: INDEMNITY**

**A. Matrix**

Matrix agrees to indemnify and hold harmless CLIENT from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of Matrix or performance of the Services hereunder, provided that such loss, damage, liability or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and not caused in whole or in part by any acts or omissions of the CLIENT, a third party, or anyone directly or indirectly employed by the CLIENT.

**B. CLIENT**

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of the CLIENT, or anyone directly or indirectly employed by the CLIENT, or the performance of the CLIENT's obligations under the Agreement, any non-conforming wastes waste(s) or discrepancies in the pertinent manifest(s) as defined by applicable regulations, or an condition existing at the work site(s) prior to the date of the Agreement or caused by anyone directly or indirectly employed by the CLIENT.

**Section 14: LIMIT OF LIABILITY**

**Notwithstanding any other provision contained in the Agreement**

- A. In no event shall Matrix, its employees, agents, or sub-contractors be responsible for any incidental, indirect, impact, or consequential damages (including loss of profits), liabilities or expenses incurred by the CLIENT or any third party as a result of Matrix's performance or nonperformance of the Services contracted for herein, and the CLIENT waives all such incidental, indirect, impact, or consequential damages.
- B. The obligations of Matrix under the Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of parent or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees or agents.
- C. Matrix's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the Agreement from any cause or causes, including but not limited to Matrix's errors, negligence, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the Services provided by Matrix or the limit of liability available at the time of the claim, whichever is lesser.
- D To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract of Matrix. The remedies provided in the Agreement are exclusive, except that the CLIENT shall in addition have the right to obtain specific performance and all other injunctive relief that may be available. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect to any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.

**Section 15: PROJECT DELAYS**

If Matrix is delayed at any time in performing the Services for any specific project or activity by an act, failure to act, or neglect of the CLIENT or the CLIENT'S employees or any third parties; by changes in the scope of work; by unforeseen circumstances including delays authorized by the CLIENT and agreed to by Matrix; by acts of force majeure including, without limitation, fires, floods, riots, and strikes; by delays caused by foreign or domestic governmental acts or regulations; or by any cause beyond the reasonable control of Matrix, then the time for completion of the Services shall be extended based upon the impact of the delay. Matrix shall receive an adequate compensation adjustment if the delays caused by any of the above result in changes, require additional services, or result in additional costs to Matrix.

**Section 16: ASSIGNMENT**

Matrix shall not assign the Agreement in whole or part except that Matrix may use the services of persons and entities not in its employ, when it is appropriate to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories. Matrix's use of others for additional services shall not be unreasonably restricted by the CLIENT provided Matrix notifies the CLIENT in advance.

**Section 17: THIRD PARTY EXCLUSION**

The Agreement shall not create any rights or benefits to parties other than the CLIENT and Matrix, except such other rights as may be specifically called herein.

**Section 18: SEVERABILITY**

If any clause or section of the Agreement shall be deemed void or invalid, such a decision shall only apply to that particular section(s) and shall not render the rest of the Agreement invalid. The balance of the Agreement shall remain in force.

**Section 19: TERMINATION**

Matrix may terminate the Agreement upon five (5) days' notice if the CLIENT defaults in the payment for the Services or for any other material default by the CLIENT under the Agreement. The CLIENT or Matrix may terminate the Agreement upon fourteen (14) days' notice for any reason which may arise or for no reason. In the event of such termination of the Agreement for any reason which may arise or for no reason, the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall affect termination of the cause therefore, the CLIENT shall within thirty (30) calendar days of termination remunerate Matrix for the Services rendered and costs incurred (including all reimbursable costs hereunder), in accordance with Matrix's prevailing rate schedule.

**Section 20: GOVERNING LAW**

Unless otherwise provided in an addendum, the law of the State of New Jersey will govern the validity of the Agreement, its interpretation and performance, and remedies for contract breach or any other claims related to the Agreement.

**Special Provisions- Licensed Site Remediation Professional Services**

1. Licensed Site Remediation Professionals. In accordance with the Site Remediation Reform Act, NJSA 58:10C-1 et seq (“SRRA”) and Executive order #140, the performance of Services contained in this Agreement may require the engagement of a Licensed Site Remediation Professional (“LSRP”) registered with the State of New Jersey under NJSA 58:10C-1 et seq, and the regulations effective November 5, 2009 known as Administrative requirements for the Remediation of Contaminated Sites (“ARRCS”) as prepared by the New Jersey Department of Environmental Protection (“NJDEP”) thereunder (collectively, the “LSRP Program”).

The client recognizes and agrees in consideration of this section to the following terms and conditions:

- 1.1 The laws and regulations relating to the LSRP Program imposes upon LSRPs certain professional obligations owed to the public including, in some instances, a duty to disclose the existence of certain environmental contaminants to the NJDEP and/or other regulatory agencies.  
  
If the LSRP’s obligations under the LSRP Program conflict in any way the terms and conditions of this Agreement or the wishes or intentions of the Client, the client acknowledges that the LSRP is bound by law to comply with the requirements of the LSRP Program.
- 1.2 The Client recognizes that the LSRP shall be immune from all civil liability resulting from any alleged and/or actual conflict between the Client’s interests and the investigatory, reporting and disclosure obligations under the LSRP Program. The Client also agrees to defend, indemnify and hold harmless Matrix New World Engineering, Inc. (Matrix) and its LSRP from and against any claims losses, damages, fines, or administrative, civil, or criminal penalties that arise as a direct or indirect result of the fulfillment of obligations to the LSRP program.
- 1.3 Client acknowledges and agrees to provide Matrix and its LSRP all relevant project information including but not limited to: (a) the date(s) and time(s), to the extent known, on which the Client obtained knowledge of any prior release(s); (b) details about the release(s) and Site-specific conditions; (c) any prior environmental site assessment reports, laboratory analytical reports, and/or other pertinent data, facility surveys, etc. known to the Client; and (d) prior measures taken to address the release(s), all to ensure that professional services, rendered on the Client’s behalf by Matrix and its LSRP, to comply with the LSRP Program.
- 1.4 Under the LSRP Program, the LSRP is required to provide professional opinions at various stages if environmental assessment (remediation) permitting remedial action or closure activities. The LSRP shall be entitled to request the performance of such additional tests or other services as are necessary, in their professional judgment, to permit them to provide such opinions.

1.5 The Client shall permit Matrix and its LSRP to rely upon work product prepared by any prior environmental consultant in order to allow Matrix and its LSRP to meet their obligations under this Agreement and the LSRP Program.

1.6 As part of the LSRP Program, the NJDEP may audit with or without cause, work product developed under the LSRP Program, respectively. If the NJDEP conducts such an audit, the LSRP responses to such requests for information and additional services not included in the current Scope of Services and that Matrix New World shall be compensated therefore on substantially the same basis as it is compensated for Services provided under this Agreement.

**Acceptance of Proposal; (please return this page):**

**I accept all terms and conditions set forth and grant Matrix New World Engineering, Land Surveying and Landscape Architecture, PC authorization to proceed.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Purchase Order No. (if required)



# TOWNSHIP OF MAPLEWOOD



## **RESOLUTION#107-23**

### **AUTHORIZATION FOR CHANGE ORDER**

**FOR**

### **NJDOT FY 2022 MUNICIPAL AID PROGRAM –ROADWAY IMPROVEMENTS FOR LEXINGTON AVENUE**

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**WHEREAS**, on **September 6, 2022**, a Contract was awarded to **Riverview Paving, Inc.** in the amount of **\$1,002,533.50.00** for NJDOT FY 2022 Municipal Aid Program - Lexington Avenue Roadway Improvements; and

**WHEREAS**, a Change Order, for additional services to construct a dead end at Lexington Avenue, in the amount of \$153,000.00, brings the total contract amount to \$1,155,533.50 or 15.3% over the original value; and

**WHEREAS**, the Engineer recommends the approval of this Change Order in order to complete the project; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this purpose under Account Number G-02-41-690-000-301 -.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Maplewood, County of Essex, and State of New Jersey hereby authorizes the Change Order for an amount of \$153,000.00.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey at a regular meeting of said Committee held **April 4, 2023**.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal of the Township of Maplewood in the County of Essex and State of New Jersey this **4th day of April, 2023**.

**ELIZABETH J. FRITZEN, R.M.C.**  
Township Clerk







# TOWNSHIP OF MAPLEWOOD



## **RESOLUTION #108-23** **AUTHORIZATION FOR CHANGE ORDER FOR** **PROFESSIONAL LAND SURVEYING AND DESIGN SERVICES FOR THE** **RESURFACING OF DURAND ROAD, ROOSEVELT ROAD, CURTISS PLACE AND** **CLINTON AVENUE**

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WHEREAS, on **June 8, 2022, 2022**, a Contract was awarded to **Greenman-Pedersen, Inc.** in the amount of **\$39,900.00** for Land Surveying and Design Services for the Resurfacing of Durand Road, Roosevelt Road, Curtiss Place and Clinton Avenue; and

WHEREAS, additional services by Key Tech, a subcontractor, were required outside of the original scope of work; and

WHEREAS, the cost for these additional services shall be the amount of \$1,345.50, over the current contract amount of \$39,900.00 for a total contract amount of \$41,245.50 or 3.4% over the original value; and

WHEREAS, the Engineer recommends the approval of this Change Order in order to proceed with the project design; and

WHEREAS, the Chief Financial Officer has certified that funds are available for this purpose under Account #C-04-22-060-A01-106; and

WHEREAS, the Township Qualified Purchasing Agent has reviewed and approved this Change Order; and

WHEREAS, the Business Administrator recommends the approval of this Change Order in order to progress with the project.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Maplewood, County of Essex, and State of New Jersey hereby authorizes the Change Order for an amount of \$1,345.50.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey at a regular meeting of said Committee held **April 4, 2023**.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal of the Township of Maplewood in the County of Essex and State of New Jersey this **4th day of April 2023**.

**ELIZABETH J. FRITZEN, R.M.C.**  
Township Clerk



# **TOWNSHIP OF MAPLEWOOD**



## **RESOLUTION NUMBER 109-23**

### **Resolution Authorizing Maplewood to “Re-Grant” the Funds that the Township Received from the Department of Community Affairs’ Neighborhood Preservation Program to the Springfield Avenue Partnership**

**WHEREAS**, the Township wished to make additional improvements to Springfield Avenue by overlaying the existing streetscape with additional lighting, street furniture, plantings and way-finding; and

**WHEREAS**, the New Jersey Department of Community Affairs (DCA), through its Neighborhood Preservation Program (NPP), offers competitive funding for such improvements in mixed-use neighborhood districts having at least 50% eligible census tracts, and

**WHEREAS**, areas of Springfield Avenue meet the threshold census eligibility criteria, and

**WHEREAS**, by Resolution No. 227-21, the Maplewood Township Committee authorized Maplewood to apply for the 2021 NPP grant, and

**WHEREAS**, Maplewood was awarded the 2021 NPP grant and can expect one hundred twenty-five thousand (125K) dollars for each year starting 2021, and

**WHEREAS**, Maplewood received its first annual award of \$112,500 on November 21, 2021, and

**WHEREAS**, Maplewood received one hundred twelve thousand five hundred (\$112,500) from the DCA, representing 90% of year two funding on March 17, 2023, and

**WHEREAS**, Maplewood deposited the aforementioned revenue in Account No. 3-01-10-690-001, and

**WHEREAS**, Maplewood entered into a shared service agreement with the Springfield Avenue Partnership (“SAP) on or about August 16, 2021, empowering the SAP to implement the upgrades and improvements in accordance with the grant specifications, and

**WHEREAS**, Maplewood seeks to “re-grant” the NPP funds to the SAP for purposes of enabling the SAP to effectuate the grant purposes, and

**WHEREAS**, Maplewood will disburse the NPP funds to the SAP using expenditure account no. 3-01-41-690-000-001.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, that the Township Committee authorizes the Township of Maplewood to “re-grant” the NPP funds described above to the SAP.

I, Elizabeth J. Fritzen, Township Clerk in the Township of Maplewood, in the County of Essex and State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, and State of New Jersey at a regular meeting of said Committee held on April 4, 2023.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Township of Maplewood, in the County of Essex and State of New Jersey this \_\_\_\_ day of April 2023.

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Elizabeth J. Fritzen, R.M.C., C.M.C.  
Township Clerk

# TOWNSHIP OF MAPLEWOOD



## **RESOLUTION #110-23** **AUTHORIZATION FOR CHANGE ORDER** **FOR** **FY 2021 ROADWAY IMPROVEMENTS**

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**WHEREAS**, on **July 20, 2021**, a Contract was awarded to **A.J.M. Contractors, Inc.** in the amount of **\$675,862.00** for FY 2021 Roadway Improvements; and

**WHEREAS**, a Change Order, for additional services and adjusted quantities, in the amount of \$126,765.61, brings the total contract amount to \$802,627.61 or 18.7% over the original value; and

**WHEREAS**, the Engineer recommends the approval of this Change Order in order to complete the project; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this purpose under Account Numbers C-04-19-960-010-102, C-04-21-024-A01-201, C-04-21-024-A01-202, C-04-22-060--A01-109 and C-04-22-060-A01-101.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Maplewood, County of Essex, and State of New Jersey hereby authorizes the Change Order for an amount of \$126,765.61.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey at a regular meeting of said Committee held **April 4, 2023**.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal of the Township of Maplewood in the County of Essex and State of New Jersey this **4th day of April, 2023**.

**ELIZABETH J. FRITZEN, R.M.C.**  
Township Clerk







# **TOWNSHIP OF MAPLEWOOD**



## **RESOLUTION NO. 111-23**

### **RESOLUTION AUTHORIZING POOL RECREATION PROGRAM WITH SOUTH ORANGE**

**WHEREAS**, a number of children who are residents in the Township of Maplewood ("Township") attend school with a number of children who are residents of the Township of South Orange Village ("Village"); and

**WHEREAS**, the Township and Village maintain separate swimming pool facilities; and

**WHEREAS**, several parents, of the children from the Township and Village who attend school together, have requested an opportunity to use a common swimming pool facility.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey that:

1. For the year 2023 a Pool Recreation Program be continued upon the following terms and conditions:
  - A. The Township will issue badges to satisfy a maximum of thirty-six (36) family memberships for families residing within the Village. Such memberships will be issued upon receipt of the appropriate forms provided by the Department of Recreation and Cultural Affairs;
  - B. Fees will be collected by the Township of Maplewood depending upon the type of membership requested;
  - C. Fifty (50%) percent of all badge revenue will be paid to the Village.
  - D. The Village has agreed to provide an equal number of recreation badges to Township residents on the same conditions as set forth herein;
  - E. The families participating in this Pool Recreation Program are subject to all the rules and regulations applicable to the use of the facilities of the Township;
  - F. This program is for the 2023 Pool Season and will be offered to

families with school children who attend schools with children from the Village.

G. Notice of the Pool Recreation Program will be posted on bulletin boards within the Township Municipal Building, Recreation Center and other appropriate places within the Township.

2. A copy of this signed resolution shall be forwarded to the Village Director of Recreation and Cultural Affairs.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, at a regular meeting of said Committee held on April 4, 2023.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Township of Maplewood in the County of Essex and State of New Jersey, on this 4<sup>th</sup> day of April, 2023.

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**ELIZABETH J. FRITZEN, R.M.C.**  
**Township Clerk**

Range of Checking Accts: First to Last Range of Check Dates: 03/22/23 to 12/31/23  
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
CLEARING CONSOLIDATED CLEARING							
64250	03/24/23	BASSO F. BASSO RUBBISH REMOVAL INC					9449
23-00760	1	INV# 0123-0125 01/31/23	30,825.00	3-01-26-305-306-205	Budget		71 1
				RECYCLING PICKUP - CONTRACTUAL			
23-00761	1	INV# 0223-0206 02/28/23	30,825.00	3-01-26-305-306-205	Budget		72 1
				RECYCLING PICKUP - CONTRACTUAL			
			61,650.00				
64251	03/24/23	BRASSING SHARMINE BRASSINGTON					9449
23-00790	2	REFUND RENTAL REGISTRATION	105.00	3-01-08-120-101	Revenue		80 1
				RENTAL REGISTRATION FEES			
64252	03/24/23	CANON CANON FINANCIAL SERVICES, INC					9449
23-00770	1	INV# 29850009 01/12/23	10.19	3-01-26-300-300-209	Budget		73 1
				PHOTOCOPY SUPPLIES/MAINTENANCE			
23-00770	2	CONTRACT CHARGE	145.00	3-01-26-300-300-209	Budget		74 1
				PHOTOCOPY SUPPLIES/MAINTENANCE			
23-00771	1	INV# 30008425 02/09/23	145.00	3-01-26-300-300-209	Budget		75 1
				PHOTOCOPY SUPPLIES/MAINTENANCE			
			300.19				
64253	03/24/23	COM CABL COMCAST CABLEVISION					9449
23-00752	1	PSC 1618 SPRINGFIELD AVE-ACCT2	349.57	3-01-25-251-251-204	Budget		67 1
				PUBLIC SAFETY VIDEO AND PHONE SYSTEM			
23-00753	1	PSC 408 BOYDEN AVE	189.61	3-01-25-251-251-204	Budget		68 1
				PUBLIC SAFETY VIDEO AND PHONE SYSTEM			
23-00758	1	1618 SPRINGFIELD AVE - TV ONLY	100.13	3-01-25-251-251-204	Budget		69 1
				PUBLIC SAFETY VIDEO AND PHONE SYSTEM			
23-00802	1	PSC 1885 SPRINGFIELD AVE	206.21	3-01-25-251-251-204	Budget		88 1
				PUBLIC SAFETY VIDEO AND PHONE SYSTEM			
23-00852	1	PSC 1618 SPRINGFIELD AVE-H S I	201.21	3-01-25-251-251-204	Budget		98 1
				PUBLIC SAFETY VIDEO AND PHONE SYSTEM			
23-00853	1	PSC 118 BOYDEN AVENUE	206.21	3-01-25-251-251-204	Budget		99 1
				PUBLIC SAFETY VIDEO AND PHONE SYSTEM			
			1,252.94				
64254	03/24/23	COM-BURG COMCAST ONLINE-BURGDORFF					9449
23-00006	7	ACCT# 8499 05 315 0166205	166.05	3-01-20-140-140-205	Budget		34 1
				MONTHLY INTERNET FEES			
23-00006	8	ACCT# 8499 05 315 0166205	76.27	3-01-31-440-440-214	Budget		35 1
				RECREATION DEPARTMENT			
			242.32				
64255	03/24/23	COM11 CGP&H, LLC					9449
23-00791	1	INVOICE # 46464	294.40	T-10-56-850-021-801	Budget		81 1
				AFFORDABLE HOUSING TRUST			
23-00791	2	INVOICE # 46465	601.60	T-10-56-850-021-801	Budget		82 1
				AFFORDABLE HOUSING TRUST			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
CLEARING		CONSOLIDATED CLEARING		Continued					
64255	CGP&H, LLC	Continued							
23-00791	3	INVOICE # 46466	3,012.59	T-10-56-850-021-801	Budget		83	1	
				AFFORDABLE HOUSING TRUST					
			<u>3,908.59</u>						
64256	03/24/23	FEDEX FEDERAL EXPRESS					9449		
23-00851	1	INV#:8-065-63946 DATE:3/13/23	43.23	3-01-28-370-370-212	Budget		97	1	
				DUES, MEETINGS, SEMINARS					
64257	03/24/23	HURTADO JUDITH HURTADO					9449		
23-00801	1	COMMUNITY SERVICE TRAINING	576.00	3-01-28-370-370-212	Budget		87	1	
				DUES, MEETINGS, SEMINARS					
64258	03/24/23	INS02 INSTITUTE FOR PROFESSIONAL					9449		
23-00789	1	NJ WORKERS COMPENSATION &	50.00	3-01-20-100-100-212	Budget		78	1	
				DUES, MEETINGS AND SEMINARS					
23-00789	2	EMPLOYEE LEAVES OF ABSENCE	50.00	3-01-20-100-100-212	Budget		79	1	
				DUES, MEETINGS AND SEMINARS					
			<u>100.00</u>						
64259	03/24/23	JEFFERS Taliah Jeffers					9449		
23-00829	1	REIMBURSEMNT FOR MILEAGE	153.93	3-01-27-330-330-207	Budget		93	1	
				DUES, MEETINGS, SEMINARS					
23-00829	2	REIMBURSEMNT FOR EZ PASS	15.52	3-01-27-330-330-207	Budget		94	1	
				DUES, MEETINGS, SEMINARS					
			<u>169.45</u>						
64260	03/24/23	JER08 JERSEY CENTRAL POWER AND					9449		
23-00793	1	100 098 788 589 04/03/2023	9.12	3-01-31-430-435-201	Budget		84	1	
				STREET LIGHTING ELECTRIC SERVICE					
64261	03/24/23	LAN03 LANGUAGE LINE SERVICES					9449		
23-00807	1	COMM RES GUIDE TRANSLATIONS	723.23	3-01-27-330-330-204	Budget		89	1	
				SUPPLIES - HEALTH PROMOTION					
64262	03/24/23	LONG02 LONG VALLEY GIRLS SOFTBALL					9449		
21-00986	1	rich atalese memorial tourn.	1,900.00	T-17-56-850-017-802	Budget		1	1	
				GIRL'S SOFTBALL					
21-01138	1	LONG VALLEY SOFTBALL TOURNAMEN	475.00	T-17-56-850-017-802	Budget		2	1	
				GIRL'S SOFTBALL					
			<u>2,375.00</u>						
64263	03/24/23	MIRANDA JAMIE MIRANDA					9449		
23-00850	1	conference mileage	153.93	3-01-28-370-370-212	Budget		95	1	
				DUES, MEETINGS, SEMINARS					
23-00850	2	Tolls	10.50	3-01-28-370-370-212	Budget		96	1	
				DUES, MEETINGS, SEMINARS					
			<u>164.43</u>						
64264	03/24/23	NJEZPASS NJ E-ZPASS					9449		
23-00865	1	MPD VIOLATION#T122397510311	56.30	3-01-25-240-240-207	Budget		104	1	
				SAFETY SUPPLIES AND EQUIPMENT					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
PO #	Item	Description							
CLEARING CONSOLIDATED CLEARING Continued									
64265	03/24/23	PHILLIPS PHILLIPS PREISS GRYGIEL LEHENY					9449		
23-00796	1	INV# 37099 02/28/2023	2,985.00	3-01-20-170-170-204	Budget		110	1	
				CEED - REDEVELOPMENT ATTORNEY					
64266	03/24/23	READYFIN READY REFRESH					9449		
23-00871	1	INV# 13C0432048783 03/21/23	40.35	3-01-20-130-130-201	Budget		109	1	
				OFFICE SUPPLIES					
64267	03/24/23	REC04 REC DESK, LLC					9449		
23-00826	1	RECDESK ANNUAL SUBSCRIPTION 23	2,400.00	3-01-28-370-370-215	Budget		91	1	
				REGISTRATION SOFTWARE					
23-00826	2	RECDESK ANNUAL SUBSCRIPTION 23	2,400.00	3-26-55-502-502-219	Budget		92	1	
				REGISTRATION SOFTWARE					
			4,800.00						
64268	03/24/23	REEVES01 SCOTT T. REEVES					9449		
23-00759	1	REIMBURSEMENT FOR OPEN GYM	227.37	3-01-25-240-240-227	Budget		70	1	
				COMMUNITY ORIENTED POLICING					
64269	03/24/23	SALLY ALBERT SALLY					9449		
23-00870	1	REIMBURSEMENT FOR NOBLE DUES	150.00	3-01-25-240-240-214	Budget		107	1	
				DUES, MEETINGS AND SEMINARS					
23-00870	2	REIMBURSEMENT FOR NOBLE DUES	52.32	3-01-25-240-240-214	Budget		108	1	
				DUES, MEETINGS AND SEMINARS					
			202.32						
64270	03/24/23	SUM02 CITY OF SUMMIT					9449		
23-00811	1	Dues for TryCan 2023	700.00	3-01-28-370-370-212	Budget		90	1	
				DUES, MEETINGS, SEMINARS					
64271	03/24/23	TEX Terex					9449		
22-03168	1	QUOTE: TEREX HR-55M SERVICE	931.44	2-01-28-375-375-203	Budget		3	1	
				TOOLS/EQUIPMENT					
22-03168	2	ROLLER	25.48	2-01-28-375-375-203	Budget		4	1	
				TOOLS/EQUIPMENT					
22-03168	3	OIL EYE	17.88	2-01-28-375-375-203	Budget		5	1	
				TOOLS/EQUIPMENT					
22-03168	4	LABOR	1,500.00	2-01-28-375-375-203	Budget		6	1	
				TOOLS/EQUIPMENT					
22-03168	5	TRAVEL	750.00	2-01-28-375-375-203	Budget		7	1	
				TOOLS/EQUIPMENT					
22-03168	6	FUEL SURCHARGE	95.40	2-01-28-375-375-203	Budget		8	1	
				TOOLS/EQUIPMENT					
22-03168	7	FREIGHT CHARGE	26.44	2-01-28-375-375-203	Budget		9	1	
				TOOLS/EQUIPMENT					
22-03209	1	QUOTE: ANNUAL INSPECTIONS 2022	650.00	2-01-28-375-375-203	Budget		10	1	
				TOOLS/EQUIPMENT					
22-03209	2	VERSALIFT SST367	600.00	2-01-26-310-310-201	Budget		11	1	
				BUILDING REPAIR MATERIALS - MUNI. BLDGS.					
			4,596.64						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
CLEARING CONSOLIDATED CLEARING Continued									
64272	03/24/23	TYLER01 TYLER TECHNOLOGIES, INC.					9449		
23-00558	1	ANNUAL MEMBERSHIP- MOBILEEYES	4,993.80	3-01-20-140-140-207	Budget		39		1
				SOFTWARE					
64273	03/24/23	VAN02 VAN METER ASSOCIATES					9449		
23-00527	1	DISCIPLINE & TERMINATION-RULES	170.00	3-01-25-240-240-215	Budget		36		1
				TRAINING EXPENSES					
64274	03/24/23	VER05 VERIZON					9449		
23-00794	1	556-245-979-0001-96 04/09/23	139.65	3-01-20-140-140-205	Budget		85		1
				MONTHLY INTERNET FEES					
23-00866	1	PSC 574 VALLEY ST/MEM PARK	150.64	3-01-25-251-251-204	Budget		105		1
				PUBLIC SAFETY VIDEO AND PHONE SYSTEM					
			290.29						
64275	03/24/23	VER06 VERIZON WIRELESS					9449		
23-00869	1	CORPORATE MOBILE BROADBAND	2,145.86	3-01-25-251-251-204	Budget		106		1
				PUBLIC SAFETY VIDEO AND PHONE SYSTEM					
64276	03/24/23	VER07 VERIZON					9449		
23-00777	1	PSC 300 PARKER AVENUE	149.85	3-01-25-251-251-204	Budget		77		1
				PUBLIC SAFETY VIDEO AND PHONE SYSTEM					
23-00795	1	201 X51-7757 APRIL 10 ,2023	2,728.92	3-01-31-440-440-201	Budget		86		1
				ADMINISTRATOR/CLERK					
23-00855	1	973 378 5320 APRIL 07, 2023	131.32	3-01-31-440-440-211	Budget		100		1
				POLICE DEPARTMENT					
23-00856	1	973 762 1235 APRIL 07, 2023	572.41	3-01-31-440-440-211	Budget		101		1
				POLICE DEPARTMENT					
			3,582.50						
64277	03/24/23	WBMASON W. B. MASON COMPANY.,INC.				03/24/23 VOID			0
64278	03/24/23	WBMASON W. B. MASON COMPANY.,INC.					9449		
22-05037	1	SUPPLIES	60.84	2-01-42-108-108-201	Budget		12		1
				OFFICE SUPPLIES					
22-05037	2	SUPPLIES	1.52	2-01-42-108-108-201	Budget		13		1
				OFFICE SUPPLIES					
22-05037	3	SUPPLIES	10.17	2-01-42-108-108-201	Budget		14		1
				OFFICE SUPPLIES					
22-05037	4	OFFICE SUPPLIES	0.00	2-01-42-108-108-201	Budget		15		1
				OFFICE SUPPLIES					
22-05037	5	OFFICE SUPPLIES	0.00	2-01-42-108-108-201	Budget		16		1
				OFFICE SUPPLIES					
22-05037	6	OFFICE SUPPLIES	0.00	2-01-42-108-108-201	Budget		17		1
				OFFICE SUPPLIES					
22-05037	7	OFFICE SUPPLIES	0.00	2-01-42-108-108-201	Budget		18		1
				OFFICE SUPPLIES					
22-05037	8	OFFICE SUPPLIES	21.06	2-01-42-108-108-201	Budget		19		1
				OFFICE SUPPLIES					
22-05037	9	OFFICE SUPPLIES	11.82	2-01-42-108-108-201	Budget		20		1
				OFFICE SUPPLIES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
CLEARING		CONSOLIDATED CLEARING		Continued					
64278	W. B. MASON COMPANY.,INC.	Continued							
22-05037	10	OFFICE SUPPLIES	7.08	2-01-42-108-108-201	Budget		21	1	
		OFFICE SUPPLIES							
22-05037	11	OFFICE SUPPLIES	16.62	2-01-42-108-108-201	Budget		22	1	
		OFFICE SUPPLIES							
22-05037	12	OFFICE SUPPLIES	0.00	2-01-42-108-108-201	Budget		23	1	
		OFFICE SUPPLIES							
22-05037	13	OFFICE SUPPLIES	180.88	2-01-42-108-108-201	Budget		24	1	
		OFFICE SUPPLIES							
22-05037	14	OFFICE SUPPLIES	4.50	2-01-42-108-108-201	Budget		25	1	
		OFFICE SUPPLIES							
22-05037	15	OFFICE SUPPLIES	106.00	2-01-42-108-108-201	Budget		26	1	
		OFFICE SUPPLIES							
22-05037	16	OFFICE SUPPLIES	156.00	2-01-42-108-108-201	Budget		27	1	
		OFFICE SUPPLIES							
22-05037	17	OFFICE SUPPLIES	311.25	2-01-42-108-108-201	Budget		28	1	
		OFFICE SUPPLIES							
22-05037	18	OFFICE SUPPLIES	1.47	2-01-42-108-108-201	Budget		29	1	
		OFFICE SUPPLIES							
22-05037	19	OFFICE SUPPLIES	10.81	2-01-42-108-108-201	Budget		30	1	
		OFFICE SUPPLIES							
22-05037	20	OFFICE SUPPLIES	0.67	2-01-42-108-108-201	Budget		31	1	
		OFFICE SUPPLIES							
22-05037	21	OFFICE SUPPLIES	8.01	2-01-42-108-108-201	Budget		32	1	
		OFFICE SUPPLIES							
22-05037	22	CREDIT FOR UNV55400 PENCIL.HB2	2.36	2-01-42-108-108-201	Budget		33	1	
		OFFICE SUPPLIES							
23-00568	1	HP OFFICE JET PRO 9020	419.99	3-01-28-370-370-201	Budget		40	1	
		OFFICE SUPPLIES							
23-00575	1	Logitech mx Keyboard	123.85	3-01-28-370-370-201	Budget		41	1	
		OFFICE SUPPLIES							
23-00578	1	MEDIUM BINDER CLIPS	0.32	3-01-26-300-300-201	Budget		42	1	
		OFFICE SUPPLIES							
23-00578	2	DOUBLE A BATTERIES	20.78	3-01-26-300-300-201	Budget		43	1	
		OFFICE SUPPLIES							
23-00578	3	COPY PAPER	39.99	3-01-26-300-300-201	Budget		44	1	
		OFFICE SUPPLIES							
23-00578	4	CESARE BUSINESS CARDS	25.20	3-01-26-300-300-201	Budget		45	1	
		OFFICE SUPPLIES							
23-00578	5	TRAIL MIX	39.02	3-01-26-300-300-201	Budget		46	1	
		OFFICE SUPPLIES							
23-00605	1	avery lables 5160	77.64	3-01-28-370-370-201	Budget		47	1	
		OFFICE SUPPLIES							
23-00605	2	HP 962 INK CARTRIDGES	160.86	3-01-28-370-370-201	Budget		48	1	
		OFFICE SUPPLIES							
23-00605	3	QUALITY PACK ENVELOPES	99.98	3-01-28-370-370-201	Budget		49	1	
		OFFICE SUPPLIES							
23-00627	1	HP 126A TONER CARTRIDGE BLACK	57.62	3-01-25-251-251-202	Budget		50	1	
		PRINTING							
23-00627	2	HP 37A TONER CARTRIDGE BLACK	203.57	3-01-25-240-240-207	Budget		51	1	
		SAFETY SUPPLIES AND EQUIPMENT							



Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
PO #	Item	Description							
CLEARING CONSOLIDATED CLEARING Continued									
64278	W. B. MASON COMPANY.,INC.	Continued							
23-00628	1	BANKERS BOXES 12/CARTON	67.14	3-01-25-240-240-201	Budget		52	1	
				OFFICE SUPPLIES					
23-00628	2	DURACELL 9V BATTERIES 12/BX	19.46	3-01-25-240-240-201	Budget		53	1	
				OFFICE SUPPLIES					
23-00628	3	DURACELL AAA BATTERIES 36/PK	27.44	3-01-25-240-240-201	Budget		54	1	
				OFFICE SUPPLIES					
23-00628	4	INNOVERA COMPRESSED AIR 4PK	10.82	3-01-25-240-240-201	Budget		55	1	
				OFFICE SUPPLIES					
23-00628	5	POST-IT NOTES 12/PACK	21.38	3-01-25-240-240-201	Budget		56	1	
				OFFICE SUPPLIES					
23-00628	6	11 1/2 X 14 1/2 CLASP ENVS	29.02	3-01-25-240-240-201	Budget		57	1	
				OFFICE SUPPLIES					
23-00628	7	SCOTCH PACKAGING TAPE 6 RLS/PK	11.99	3-01-25-240-240-201	Budget		58	1	
				OFFICE SUPPLIES					
23-00628	8	SCOTCH TRANSPARENT TAPE 12/PK	15.25	3-01-25-240-240-201	Budget		59	1	
				OFFICE SUPPLIES					
23-00628	9	SMEAD FOLDERS BLUE 50/BX	44.44	3-01-25-240-240-201	Budget		60	1	
				OFFICE SUPPLIES					
23-00628	10	UNIVERSAL #1 PAPERCLIPS 10BX/P	1.43	3-01-25-240-240-201	Budget		61	1	
				OFFICE SUPPLIES					
23-00628	11	UNIV JUMBO PAPERCLIPS 10BX/PK	2.92	3-01-25-240-240-201	Budget		62	1	
				OFFICE SUPPLIES					
23-00628	12	VERBATIM CD-R 100/PK	20.48	3-01-25-240-240-209	Budget		63	1	
				DETECTIVE BUREAU EXPENSE					
23-00628	13	VERBATIM DVD+R 100/PK	52.72	3-01-25-240-240-209	Budget		64	1	
				DETECTIVE BUREAU EXPENSE					
23-00628	14	VERBATIM DVD-R 100/PK	47.14	3-01-25-240-240-209	Budget		65	1	
				DETECTIVE BUREAU EXPENSE					
23-00628	15	WB MASON JIFFYLITE SS #0 ENVS	23.02	3-01-25-240-240-201	Budget		66	1	
				OFFICE SUPPLIES					
			2,569.81						
64279	03/24/23	XER01 XEROX CAPITAL SERVICES,LLC							9449
23-00776	1	C7025D DB COPIER MAINT	28.58	3-01-25-240-240-221	Budget		76	1	
				PHOTOCOPY SUPPLIES/MAINTENANCE					
23-00863	1	C8145H RECORDS COPIER MAINT	146.26	3-01-25-240-240-221	Budget		102	1	
				PHOTOCOPY SUPPLIES/MAINTENANCE					
23-00864	1	PERIODIC PAYMENT C7025 DB	113.78	3-01-25-240-240-221	Budget		103	1	
				PHOTOCOPY SUPPLIES/MAINTENANCE					
			288.62						
64280	03/31/23	CANON CANON FINANCIAL SERVICES,INC							9458
23-00875	1	Copier Lease Fee - Eng	66.13	3-01-20-165-165-208	Budget		21	1	
				PHOTOCOPIER MAINTENANCE					
23-00875	2	Copier Lease Fee - BOA	232.63	3-01-21-185-185-202	Budget		22	1	
				PHOTOCOPIER SUPPLIES					
23-00875	3	Copier Lease Fee - PB	149.38	3-01-21-180-180-202	Budget		23	1	
				PHOTOCOPIER SUPPLIES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
CLEARING CONSOLIDATED CLEARING Continued									
64280		CANON FINANCIAL SERVICES, INC							
23-00875	4	Copier Lease Fee - PB	149.38	3-01-22-195-195-208	Budget		24	1	
				PHOTOCOPY SUPPLIES/MAINTENANCE					
			597.52						
64281	03/31/23	COM-DHRT COMCAST ONLINE-DEHART					9458		
23-00007	4	ACCT# 8499 05 315 0095271	199.89	3-01-20-140-140-205	Budget		5	1	
				MONTHLY INTERNET FEES					
64282	03/31/23	COM-DPW COMCAST ONLINE-DPW ACCOUNT					9458		
23-00008	4	ACCT# 8499 05 315 0157477	296.21	3-01-20-140-140-205	Budget		6	1	
				MONTHLY INTERNET FEES					
64283	03/31/23	COM-WOOD COMCAST ONLINE- 60 WOODLAND					9458		
23-00011	7	ACCT# 8499 05 315 0177756	286.53	3-01-20-140-140-205	Budget		7	1	
				MONTHLY INTERNET FEES					
23-00011	8	ACCT# 8499 05 315 0177756	49.95	3-01-31-440-440-214	Budget		8	1	
				RECREATION DEPARTMENT					
			336.48						
64284	03/31/23	CONKLIN ROBERT L. CONKLIN					9458		
23-00703	1	REIMBURSEMENT	84.94	3-01-25-265-275-103	Budget		11	1	
				CLOTHING ALLOWANCE					
23-00703	2	INV# 1126 01/16/2023	97.94	3-01-25-265-275-103	Budget		12	1	
				CLOTHING ALLOWANCE					
			182.88						
64285	03/31/23	HOFER VALERIE HOFER ESQ.					9458		
23-00899	1	13.06/83 STATE TAX JUDGEMENT	14,815.29	3-01-55-001-001-006	Budget		28	1	
				Refund Tax Overpayments					
64286	03/31/23	HOM02 HOME DEPOT					9458		
23-00846	1	INVOICE# 8971816 3/15/23	426.88	3-01-28-375-375-213	Budget		14	1	
				MAINTENANCE/MATERIALS					
23-00846	2	HUSKY SCREW DRIVER	13.97	3-01-28-375-375-213	Budget		15	1	
				MAINTENANCE/MATERIALS					
23-00846	3	HUSKY 7IN CUTTING PLIERS	13.97	3-01-28-375-375-213	Budget		16	1	
				MAINTENANCE/MATERIALS					
23-00846	4	SMART CONTROL GAS CAN	42.94	3-01-28-375-375-213	Budget		17	1	
				MAINTENANCE/MATERIALS					
			497.76						
64287	03/31/23	MCI01 MCI COMM SERVICE					9458		
23-00904	1	973-378-7546 MARCH 19, 2023	36.93	3-01-31-440-440-211	Budget		38	1	
				POLICE DEPARTMENT					
64288	03/31/23	NEW04 NEW JERSEY AMERICAN WATER					9458		
23-00901	1	1018-21002470193-9	53.45	3-01-31-445-445-205	Budget		29	1	
				BURGDORFF PERFORMING ARTS CENTER					
23-00901	2	10-1821002525213-3	159.00	3-26-55-502-502-208	Budget		30	1	
				POTABLE WATER SERVICE					

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CLEARING		CONSOLIDATED CLEARING		Continued					
64288	NEW JERSEY	AMERICAN WATER		Continued					
23-00901	3	10-1821002327936-1	268.21	3-01-31-445-445-207	Budget		31	1	
				PUBLIC WORKS					
23-00901	4	10-1821002567698-2	457.60	3-01-31-445-445-202	Budget		32	1	
				POLICE DEPARTMENT					
23-00901	5	10-1821002327782-2	730.20	3-01-31-445-445-206	Budget		33	1	
				DEHART COMMUNITY CENTER					
23-00901	6	10-1821002552274-0	159.00	3-01-31-445-445-206	Budget		34	1	
				DEHART COMMUNITY CENTER					
23-00901	7	10-1821002327791-4	0.00	3-01-31-445-445-201	Budget		35	1	
				MUNICIPAL BUILDING					
23-00901	8	1018-22001310753-4	28.25	3-01-31-445-445-201	Budget		36	1	
				MUNICIPAL BUILDING					
23-00902	1	ACCT# 1018-220037776165	159.00	3-26-55-502-502-208	Budget		37	1	
				POTABLE WATER SERVICE					
23-00907	1	ACCT# 1018-220025732209	159.00	3-01-31-445-445-209	Budget		40	1	
				OEM BUILDING - (FORMER FIRST AID SQUAD)					
23-00908	1	ACCT# 1018-220016340521	74.85	3-01-31-445-445-209	Budget		41	1	
				OEM BUILDING - (FORMER FIRST AID SQUAD)					
			2,248.56						
64289	03/31/23	NEW35 NJ SOCIETY OF MUNICIPAL ENGRS.					9458		
23-00884	1	Seminar Registration	165.00	3-01-20-165-165-206	Budget		25	1	
				DUES, MEETINGS, SEMINARS					
64290	03/31/23	NEW37 NJ STATE ASSN. OF CHIEF OF POL					9458		
22-04409	1	ACTIVE MEMBER INITIATION FEE	200.00	2-01-25-240-240-214	Budget		3	1	
				DUES, MEETINGS AND SEMINARS					
22-04409	2	ACTIVE MEMBER ANNUAL DUES	275.00	2-01-25-240-240-214	Budget		4	1	
				DUES, MEETINGS AND SEMINARS					
23-00898	1	WRITTEN ENTRANCE EXAM 100 APPL	3,500.00	3-01-25-240-240-226	Budget		27	1	
				OTHER CONTRACTUAL SERVICES					
			3,975.00						
64291	03/31/23	NEW53 NEW JERSEY CONFERENCE OF					9458		
23-00979	1	57TH ANNUAL MAYORS CONFERENCE	360.00	3-01-20-110-110-204	Budget		114	1	
				DUES, MEETINGS AND SEMINARS					
23-00979	2	BOARD OF DIRECTORS DINNER	105.00	3-01-20-110-110-204	Budget		115	1	
				DUES, MEETINGS AND SEMINARS					
			465.00						
64292	03/31/23	PUB02 PUBLIC SERVICE ELECTRIC & GAS					9458		
23-00934	1	PSE&G 70 495 201 01 ELECTRIC	19.31	3-01-31-430-435-202	Budget		43	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	2	PSE&G 70 494 341 08 ELECTRIC	22.32	3-01-31-430-435-202	Budget		44	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	3	PSE&G 70 493 194 06 ELECTRIC	20.93	3-01-31-430-435-202	Budget		45	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	4	PSE&G 70 495 690 03 ELECTRIC	43.24	3-01-31-430-435-202	Budget		46	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	5	PSE&G 70 488 216 04 ELECTRIC	29.95	3-01-31-430-435-202	Budget		47	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					

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PO #	Item	Description							
CLEARING		CONSOLIDATED CLEARING		Continued					
64292	PUBLIC SERVICE	ELECTRIC & GAS		Continued					
23-00934	6	PSE&G 70 488 240 18 ELECTRIC	31.58	3-01-31-430-435-202	Budget		48	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	7	PSE&G 70 495 641 09 ELECTRIC	32.01	3-01-31-430-435-202	Budget		49	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	8	PSE&G 70 487 837 02 ELECTRIC	24.00	3-01-31-430-435-202	Budget		50	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	9	PSE&G 70 494 225 09 ELECTRIC	31.04	3-01-31-430-435-202	Budget		51	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	10	PSE7G 70 488 267 03 ELECTRIC	17.14	3-01-31-430-435-202	Budget		52	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	11	PSE&G 70 490 538 05 ELECTRIC	19.63	3-01-31-430-435-202	Budget		53	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	12	PSE&G 70 487 774 00 ELECTRIC	20.17	3-01-31-430-435-202	Budget		54	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	13	PSE&G 70 497 001 18	75.83	3-01-31-430-435-202	Budget		55	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	14	PSE&G 70 491 570 07 ELECTRIC	33.53	3-01-31-430-435-202	Budget		56	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	15	PSE&G 70 491 319 03 ELECTRIC	23.35	3-01-31-430-435-202	Budget		57	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	16	PSE&G 70 495 659 03 ELECTRIC	23.88	3-01-31-430-435-202	Budget		58	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	17	PSE&P 70 491 326 08 ELECTRIC	32.57	3-01-31-430-435-202	Budget		59	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	18	PSE&G 70 487 756 02 ELECTRIC	25.39	3-01-31-430-435-202	Budget		60	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	19	PSE&G 70 498 518 09 ELECTRIC	134.21	3-01-31-430-435-202	Budget		61	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	20	PSE&G 70 482 418 02 ELECTRIC	49.71	3-01-31-430-435-202	Budget		62	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	21	PSE&G 70 494 235 05 ELECTRIC	41.37	3-01-31-430-435-202	Budget		63	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	22	PSE&G 70 483 849 05 ELECTRIC	92.78	3-01-31-430-435-202	Budget		64	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	23	PSE&G 70 496 116 03 ELECTRIC	23.88	3-01-31-430-435-202	Budget		65	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	24	PSE&G 70 496 636 03 ELECTRIC	292.26	3-01-31-435-435-201	Budget		66	1	
				POTS LINES (DIAL OUT ALARMS)					
23-00934	25	PSE&G 70 489 990 04 ELECTRIC	38.18	3-01-31-435-435-206	Budget		67	1	
				PUBLIC WORKS					
23-00934	26	PSE&G 70 483 838 01 ELECTRIC	49.71	3-01-31-430-435-202	Budget		68	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	27	PSE&G 70 496 126 18 ELECTRIC	141.72	3-01-31-430-435-202	Budget		69	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00934	28	PSE&G 70 489 653 04 ELECTRIC	83.82	3-01-31-435-435-201	Budget		70	1	
				POTS LINES (DIAL OUT ALARMS)					
23-00935	1	70 491 826 05 ELECTRIC	256.31	3-01-31-435-435-208	Budget		71	1	
				GREENHOUSE					
23-00935	2	70 484 785 00	51.53	3-01-31-435-435-201	Budget		72	1	
				POTS LINES (DIAL OUT ALARMS)					

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CLEARING		CONSOLIDATED CLEARING		Continued					
64292		PUBLIC SERVICE ELECTRIC & GAS		Continued					
23-00935	3	70 496 122 00 ELECTRIC	798.52	3-01-31-435-435-209 DEHART COMMUNITY CENTER	Budget		73	1	
23-00935	4	70 496 122 00 GAS	1,378.08	3-01-31-435-437-207 DEHART COMMUNITY CENTER	Budget		74	1	
23-00935	5	70 494 112 05 GAS	2,005.45	3-01-31-435-437-205 BURGDORFF PERFORMING ARTS CENTER	Budget		75	1	
23-00935	6	70 494 112 05 ELECTRIC	570.01	3-01-31-435-435-207 BURGDORFF PERFORMING ARTS CENTER	Budget		76	1	
23-00935	7	70 490 854 05	0.00	3-01-31-435-435-202 SHELTER HOUSES - 4	Budget		77	1	
23-00935	8	70 485 181 03	73.30	3-01-31-430-435-202 TRAFFIC LIGHTING ELECTRIC SERVICE	Budget		78	1	
23-00935	9	70 490 562 00	1,933.02	3-01-31-435-435-202 SHELTER HOUSES - 4	Budget		79	1	
23-00935	10	70 486 186 04 GAS	179.70	3-01-31-435-437-209 1978 SPRINGFIELD AVE ARTS CENTER	Budget		80	1	
23-00935	11	70 486 186 04 ELECTRIC	145.13	3-01-31-435-435-207 BURGDORFF PERFORMING ARTS CENTER	Budget		81	1	
23-00935	12	66 135 409 00 ELECTRIC	558.17	3-26-55-502-502-206 PSE&G - ELECTRIC SERVICE	Budget		82	1	
23-00935	13	66 135 409 00 GAS	19.81	3-26-55-502-502-207 PSE&G - NATURAL GAS SERVICE	Budget		83	1	
23-00935	14	70 494 275 00	36.16	3-01-31-435-435-202 SHELTER HOUSES - 4	Budget		84	1	
23-00935	15	70 481 965 05	26.22	3-01-31-435-435-206 PUBLIC WORKS	Budget		85	1	
23-00935	16	42 003 294 09 GAS	3,170.32	3-01-31-435-437-202 POLICE DEPARTMENT	Budget		86	1	
23-00935	17	42 003 294 09 ELECTRIC	6,844.87	3-01-31-435-435-204 POLICE DEPARTMENT	Budget		87	1	
23-00935	18	70 493 185 07	336.72	3-01-31-435-435-202 SHELTER HOUSES - 4	Budget		88	1	
23-00935	19	70 491 940 18	0.00	3-01-31-435-435-205 FIRE DEPARTMENT	Budget		89	1	
23-00935	20	70 495 714 07 GAS	0.00	3-01-31-435-437-203 FIRE DEPARTMENT	Budget		90	1	
23-00935	21	70 495 714 07 ELECTRIC	0.00	3-01-31-435-435-205 FIRE DEPARTMENT	Budget		91	1	
23-00935	22	67 230 720 06 GAS	2,312.49	3-01-31-435-437-208 PUBLIC WORKS	Budget		92	1	
23-00935	23	67 230 720 06 ELECTRIC	1,654.70	3-01-31-435-435-206 PUBLIC WORKS	Budget		93	1	
23-00935	24	70 493 326 07	90.51	3-01-31-435-435-202 SHELTER HOUSES - 4	Budget		94	1	
23-00935	25	70 491 826 05 GAS	1,269.57	3-01-31-435-437-206 GREEN HOUSE	Budget		95	1	
23-00935	26	70 486 719 04	358.76	3-01-31-435-437-204 SHELTER HOUSE	Budget		96	1	
23-00936	1	67 413 385 00 APRIL 10, 2023	27,319.06	3-01-31-430-435-201 STREET LIGHTING ELECTRIC SERVICE	Budget		97	1	

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CLEARING		CONSOLIDATED CLEARING		Continued					
64292		PUBLIC SERVICE ELECTRIC & GAS		Continued					
23-00937	1	73 960 602 06 APRIL 10, 2023	60.05	3-01-31-430-435-202	Budget		98	1	
				TRAFFIC LIGHTING ELECTRIC SERVICE					
23-00938	1	75 721 614 05 APRIL 10, 2023	14.32	3-01-31-435-435-201	Budget		99	1	
				POTS LINES (DIAL OUT ALARMS)					
23-00939	1	65 105 849 05 ELECTRIC	1,661.72	3-01-31-435-435-203	Budget		100	1	
				MUNICIPAL BUILDING					
23-00939	2	65 105 849 05 GAS	1,855.39	3-01-31-435-437-201	Budget		101	1	
				MUNICIPAL BUILDING					
23-00940	1	73 452 821 04 ELECTRIC	174.46	3-01-31-435-435-213	Budget		102	1	
				OEM BUILDING - (FORMER FIRST AID SQUAD)					
23-00940	2	73 452 821 04 GAS	445.11	3-01-31-435-437-212	Budget		103	1	
				OEM BUILDING - (FORMER FIRST AID SQUAD)					
23-00941	1	71 970 804 01 APRIL 06, 2023	463.89	3-01-31-435-435-211	Budget		104	1	
				THE WOODLAND					
23-00941	2	71 855 318 02	25.62	3-01-31-430-435-201	Budget		105	1	
				STREET LIGHTING ELECTRIC SERVICE					
23-00941	3	72 010 100 18	0.00	3-01-31-430-435-201	Budget		106	1	
				STREET LIGHTING ELECTRIC SERVICE					
23-00941	4	71 973 029 00	657.64	3-01-31-430-435-201	Budget		107	1	
				STREET LIGHTING ELECTRIC SERVICE					
23-00941	5	71 539 702 07	24.05	3-01-31-435-435-211	Budget		108	1	
				THE WOODLAND					
23-00941	6	71 066 728 07 ELECTRIC	181.54	3-01-31-435-435-211	Budget		109	1	
				THE WOODLAND					
23-00941	7	71 066 728 07 GAS	2,095.80	3-01-31-435-437-206	Budget		110	1	
				GREEN HOUSE					
23-00941	8	75 572 531 08	3,121.90	3-26-55-502-502-206	Budget		111	1	
				PSE&G - ELECTRIC SERVICE					
23-00945	1	72 565 511 18 ELECTRIC	338.27	3-01-31-435-435-212	Budget		112	1	
				106 BURNETT AVE.					
23-00945	2	72 565 511 18 GAS	289.15	3-01-31-435-437-211	Budget		113	1	
				106 BURNETT AVE. (FORMER BAPTIST CHURCH)					
			64,270.83						
64293	03/31/23	UNSWORTH Sally Unsworth					9458		
23-00842	1	Reimbursement for 1978 Opening	213.76	3-01-28-370-375-203	Budget		13	1	
				CULTURAL PROGRAMMING					
64294	03/31/23	UPS01 UNITED PARCEL SERVICE (UPS)					9458		
23-00874	1	RETURN TO DRAEGER AND DATA911	46.76	3-01-25-240-240-207	Budget		18	1	
				SAFETY SUPPLIES AND EQUIPMENT					
23-00874	2	RETURN TO DATA911	26.59	3-01-25-240-240-207	Budget		19	1	
				SAFETY SUPPLIES AND EQUIPMENT					
23-00874	3	PICK UP OF RETURN TO DRAEGER &	29.96	3-01-25-240-240-207	Budget		20	1	
				SAFETY SUPPLIES AND EQUIPMENT					
			103.31						
64295	03/31/23	VER05 VERIZON					9458		
23-00906	1	555-438-364-0001-34	130.64	3-01-31-440-440-214	Budget		39	1	
				RECREATION DEPARTMENT					

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PO #	Item	Description							
CLEARING CONSOLIDATED CLEARING Continued									
64296	03/31/23	VERLONG VERIZON LONG DISTANCE SERVICE					9458		
23-00980	1	ACCT# 06101 569064-02-6	169.98	3-01-31-440-440-201	Budget		116	1	
				ADMINISTRATOR/CLERK					
64297	03/31/23	WES04 WEST GROUP					9458		
23-00917	1	Library Plan/Subscription Chgs	2,175.03	3-01-20-120-120-213	Budget		42	1	
				LEGISLATIVE PUBLICATIONS					
64298	03/31/23	XER01 XEROX CAPITAL SERVICES,LLC					9458		
22-03882	1	XEROX C405DN COLOR COPIER	1,398.00	2-01-25-240-240-224	Budget		1	1	
				NEW EQUIPMENT					
22-03882	2	ANALYST SERVICES	540.00	2-01-25-240-240-224	Budget		2	1	
				NEW EQUIPMENT					
			1,938.00						
64299	04/04/23	EAGLE02 EAGLE POINT GUN SHOP					9462		
22-03682	1	AMMUNITION 53651	1,710.00	2-01-25-240-240-206	Budget		4	1	
				AMMUNITION					
64300	04/04/23	ACM04 ACME RUBBER STAMP COMPANY					9462		
23-00536	1	IDEAL SIGNATURE STAMP #4914	22.95	3-01-25-240-240-201	Budget		24	1	
				OFFICE SUPPLIES					
64301	04/04/23	AMAZON AMAZON.COM SERVICES INC.					9462		
23-00957	1	Invoice 1XDX-P13C-F4K4	232.95	3-01-28-370-375-203	Budget		97	1	
				CULTURAL PROGRAMMING					
23-00957	2	Invoice 1H3M-QFPX-TJV3	48.78	3-01-28-370-370-206	Budget		98	1	
				RECREATION PROGRAM SUPPLIES					
23-00957	3	Invoice 1CNM-RGNH-FKLY	180.37	3-01-28-370-375-203	Budget		99	1	
				CULTURAL PROGRAMMING					
23-00957	4	Invoice 1LVQ-NHGG-YP6F	23.18	3-01-28-370-375-203	Budget		100	1	
				CULTURAL PROGRAMMING					
23-00957	5	Invoice 136K-1NJV-KXQH	17.97	3-01-28-370-375-203	Budget		101	1	
				CULTURAL PROGRAMMING					
23-00957	6	Invoice 1HMX-FQ3R-QRGD	39.95	3-01-28-370-370-206	Budget		102	1	
				RECREATION PROGRAM SUPPLIES					
23-00957	7	Invoice 1RYL-KKG7-GMQK	18.32	3-01-28-370-375-203	Budget		103	1	
				CULTURAL PROGRAMMING					
			561.52						
64302	04/04/23	BAYSHORE BAYSHORE RECYCLING CORP.					9462		
23-00762	1	INV#: 18417 02/13/23	200.40	3-01-26-305-306-207	Budget		86	1	
				MARKETING OF RECYCLABLES					
23-00763	1	INV#: 18471 02/20/23	1,276.40	3-01-26-305-306-207	Budget		87	1	
				MARKETING OF RECYCLABLES					
23-00764	1	INV#: 14922 02/28/23	1,261.40	3-01-26-305-306-207	Budget		88	1	
				MARKETING OF RECYCLABLES					
23-00765	1	INV#: 18545 03/06/23	1,323.20	3-01-26-305-306-207	Budget		89	1	
				MARKETING OF RECYCLABLES					

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CLEARING		CONSOLIDATED CLEARING		Continued					
64302		BAYSHORE RECYCLING CORP.		Continued					
23-00766	1	INV#: 14805 02/13/23	1,260.72	3-01-26-305-306-207	Budget		90	1	
				MARKETING OF RECYCLABLES					
			<u>5,322.12</u>						
64303	04/04/23	BOATRIDE CLASSIC BOAT RIDE LLC					9462		
23-00804	1	lunch and lighthouse tour	2,240.00	3-01-28-370-370-208	Budget		91	1	
				SENIOR SERVICES PROGRAMS					
64304	04/04/23	BROAD01 BROADCAST MICROWAVE SERVICES					9462		
22-04037	1	BX2 BODY WORN CAMERA MOUNT	20,250.00	3-01-55-001-003-007	Budget		6	1	
				ACCOUNTS PAYABLE					
22-04037	2	SHIPPING AND HANDLING	400.00	3-01-55-001-003-007	Budget		7	1	
				ACCOUNTS PAYABLE					
			<u>20,650.00</u>						
64305	04/04/23	CARDEN JAN CARDEN					9462		
23-00561	1	Musician for 1978 Opening	200.00	3-01-28-370-375-203	Budget		27	1	
				CULTURAL PROGRAMMING					
64306	04/04/23	CINTAS CINTAS CORPORATION NO. 2				04/04/23 VOID			0
64307	04/04/23	CINTAS CINTAS CORPORATION NO. 2					9462		
22-03833	1	INV# 9194663232 10/1/22	65.00	2-01-26-300-300-202	Budget		5	1	
				MISCELLANEOUS EXPENSES					
22-04398	1	INVOICES OCTOBER 28TH 2022	36.55	2-01-26-310-310-201	Budget		9	1	
				BUILDING REPAIR MATERIALS - MUNI. BLDGS.					
22-04398	2	3 X 10 TRAFFIC MAT	111.30	2-01-26-310-310-201	Budget		10	1	
				BUILDING REPAIR MATERIALS - MUNI. BLDGS.					
22-04398	3	INV# 4135729027 10/28/22	58.68	2-01-26-310-310-201	Budget		11	1	
				BUILDING REPAIR MATERIALS - MUNI. BLDGS.					
22-04398	4	INV# 4135728987 10/28/22	97.80	2-01-26-310-310-202	Budget		12	1	
				POLICE & COURT BUILDING MAINTENANCE					
22-04399	1	INV# 9198485849 11/1/22	65.00	2-01-26-300-300-202	Budget		13	1	
				MISCELLANEOUS EXPENSES					
23-00746	1	INV#:4144096647 01/20/23	36.55	3-01-26-310-310-201	Budget		66	1	
				BUILDING REPAIR MATERIALS - MUNI. BLDGS.					
23-00746	2	3X10 TRAFFIC MAT	111.30	3-01-26-310-310-201	Budget		67	1	
				BUILDING REPAIR MATERIALS - MUNI. BLDGS.					
23-00747	1	INV#: 4146975673 02/17/23	36.55	3-01-26-310-310-201	Budget		68	1	
				BUILDING REPAIR MATERIALS - MUNI. BLDGS.					
23-00747	2	3X10 TRAFFIC MAT	111.30	3-01-26-310-310-201	Budget		69	1	
				BUILDING REPAIR MATERIALS - MUNI. BLDGS.					
23-00748	1	INV#: 4144096513 01/20/23	97.80	3-01-26-310-310-202	Budget		70	1	
				POLICE & COURT BUILDING MAINTENANCE					
23-00749	1	INV#: 4146975606 02/17/23	97.80	3-01-26-310-310-202	Budget		71	1	
				POLICE & COURT BUILDING MAINTENANCE					
23-00750	1	INV#: 4144096478 01/20/23	58.68	3-01-26-310-310-201	Budget		72	1	
				BUILDING REPAIR MATERIALS - MUNI. BLDGS.					
23-00751	1	INV#: 4146975643 02/17/23	58.68	3-01-26-310-310-201	Budget		73	1	
				BUILDING REPAIR MATERIALS - MUNI. BLDGS.					



Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
CLEARING CONSOLIDATED CLEARING			Continued						
64307	CINTAS CORPORATION NO. 2	Continued							
23-00754	1	INV# 9206387141 01/01/23	65.00	3-01-26-300-300-202	Budget		74	1	
				MISCELLANEOUS EXPENSES					
23-00755	1	INV# 9210340623 02/01/23	65.00	3-01-26-300-300-202	Budget		75	1	
				MISCELLANEOUS EXPENSES					
23-00756	1	INV# 5142293227 01/25/23	9.09	3-01-26-300-300-202	Budget		76	1	
				MISCELLANEOUS EXPENSES					
23-00756	2	KNUCKLE BANDAGE SM	9.49	3-01-26-300-300-202	Budget		77	1	
				MISCELLANEOUS EXPENSES					
23-00756	3	COMFORT DOT MED	10.67	3-01-26-300-300-202	Budget		78	1	
				MISCELLANEOUS EXPENSES					
23-00756	4	ELASTIC STRIP SMALL	8.69	3-01-26-300-300-202	Budget		79	1	
				MISCELLANEOUS EXPENSES					
23-00756	5	COLD PACK, SM	10.56	3-01-26-300-300-202	Budget		80	1	
				MISCELLANEOUS EXPENSES					
23-00756	6	TRIPLE ANTIBIOTIC OINT MD	4.51	3-01-26-300-300-202	Budget		81	1	
				MISCELLANEOUS EXPENSES					
23-00756	7	DAYQUIL SM	4.83	3-01-26-300-300-202	Budget		82	1	
				MISCELLANEOUS EXPENSES					
23-00757	1	INV# 5146931119 02/24/23	8.21	3-01-26-300-300-202	Budget		83	1	
				MISCELLANEOUS EXPENSES					
23-00757	2	IBUPROFEN TABS SMALL	3.20	3-01-26-300-300-202	Budget		84	1	
				MISCELLANEOUS EXPENSES					
23-00757	3	ALEVE SMALL	10.17	3-01-26-300-300-202	Budget		85	1	
				MISCELLANEOUS EXPENSES					
			1,252.41						
64308	04/04/23	CME CME ASSOCIATES					9462		
23-00640	1	Supplemental construction	1,209.00	C-04-22-060-A01-109	Budget		44	1	
				SECTION 20 COSTS - IN HOUSE					
64309	04/04/23	CONCEPT CONCEPT PRINT					9462		
23-00169	1	4PT CITIZEN REPORT NCR WHITE	656.25	3-01-25-240-240-203	Budget		17	1	
				PRINTING					
23-00169	2	SAME AS ABOVE-LINE ITEM CHANGE	282.75	3-01-25-251-251-202	Budget		18	1	
				PRINTING					
			939.00						
64310	04/04/23	DYN10 DYNAMIC TRAFFIC, LLC					9462		
22-02007	5	Traffic engineering services	7,185.00	C-04-22-060-A01-104	Budget		1	1	
				TRAFFIC CALMING - VARIOUS LOCATIONS					
22-04090	5	Traffic engineering services	5,279.50	C-04-22-060-A01-104	Budget		8	1	
				TRAFFIC CALMING - VARIOUS LOCATIONS					
23-00369	2	On-Call General Traffic	12,070.78	C-04-22-060-A01-104	Budget		20	1	
				TRAFFIC CALMING - VARIOUS LOCATIONS					
			24,535.28						
64311	04/04/23	FDR01 FDR HITCHES, LLC					9462		
23-00622	1	QUOTE #17742 3/1/2023	360.00	3-01-26-315-315-205	Budget		40	1	
				PARTS AND REPAIRS					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
CLEARING CONSOLIDATED CLEARING Continued									
64312	04/04/23	FIRST019 FIRST CHOICE HEATING & COOLING					9462		
23-00711	1	INV#35755507 12/23/22	1,902.22	2-01-26-310-310-212	Budget		54	1	
				HVAC CONTRACTUAL - REPAIRS					
23-00712	1	INV# 35633795 12/20/22	155.00	2-01-26-310-310-212	Budget		55	1	
				HVAC CONTRACTUAL - REPAIRS					
23-00712	2	DRAIN DOWN AND REFILL BOILER	290.00	2-01-26-310-310-212	Budget		56	1	
				HVAC CONTRACTUAL - REPAIRS					
23-00712	3	CLEANED FLOAT SWITCH	300.00	2-01-26-300-300-202	Budget		57	1	
				MISCELLANEOUS EXPENSES					
			<u>2,647.22</u>						
64313	04/04/23	FUEL01 THE FUEL OX LLC					9462		
23-00163	1	QUOTE #MDPW5279-2 1/25/2023	956.25	3-01-26-294-294-203	Budget		15	1	
				MAINTENANCE AND REPAIRS					
23-00163	2	SURCHARDE ENVIRONMENTAL FEE	12.75	3-01-26-294-294-203	Budget		16	1	
				MAINTENANCE AND REPAIRS					
			<u>969.00</u>						
64314	04/04/23	GAN01 GANN LAW BOOKS					9462		
23-00619	1	2023 EDITION NJ TITLES 40&40A	213.00	3-01-25-240-240-207	Budget		37	1	
				SAFETY SUPPLIES AND EQUIPMENT					
23-00619	2	SHIPPING & HANDLING	12.00	3-01-25-240-240-207	Budget		38	1	
				SAFETY SUPPLIES AND EQUIPMENT					
			<u>225.00</u>						
64315	04/04/23	GREENMAN GREENMAN-PEDERSON, INC.					9462		
23-00741	1	BOA 20-01 239 BOYDEN AVE	968.75	T-11-56-850-001-057	Budget		58	1	
				BOA 20-01 239 BOYDEN AVE (FROM 19-02)					
23-00741	2	PB 21-08 50 BURNETT AVENUE	813.75	ENG 21-08	Project		59	1	
				ENGINEERING INSPECTION FEE					
23-00741	3	PB 20-04 285 PARKER AVE	77.50	PB 20-04	Project		60	1	
				285 PARKER AVE/740 IRVINGTON					
23-00741	4	PB 17-04 2195 MILLBURN AVE	193.75	T-11-56-850-002-113	Budget		61	1	
				PB 17-04 2195 MILLBURN AVE					
23-00741	5	PB 21-08 50 BURNETT AVENUE	116.25	ENG 21-08	Project		62	1	
				ENGINEERING INSPECTION FEE					
23-00741	6	PB 22-02 7 PARKER AVENUE WEST	3,882.50	PB 22-02	Project		63	1	
				7 PARKER AVENUE WEST					
23-00741	7	PB 22-03 2216 MILLBURN AVENUE	116.25	PB 22-03	Project		64	1	
				2216-2218 MILLBURN AVENUE					
23-00741	8	BOA 22-05 762 VALLEY STREET	193.75	BOA 22-05	Project		65	1	
				762 VALLEY STREET					
			<u>6,362.50</u>						
64316	04/04/23	GTB01 GOLD TYPE BUSINESS MACHINE					9462		
23-00867	1	VEEAM BACKUP SOFTWARE AND	3,186.48	2-01-25-251-251-208	Budget		93	1	
				COMMUNICATION EQUIPMENT MAINTENANCE					
23-00868	1	VEEAM BACK UP SOFTWARE FROM	3,642.89	3-01-25-251-251-208	Budget		94	1	
				COMMUNICATION EQUIPMENT MAINTENANCE					
			<u>6,829.37</u>						

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PO #	Item	Description							
CLEARING CONSOLIDATED CLEARING Continued									
64317	04/04/23	HUNTER02 HUNTER TECHNOLOGIES					9462		
23-00896	1	AVAYA IP OFFICE APRIL 56	1,382.01	C-04-18-902-003-202	Budget		95	1	
				PHONE SYSTEM UPGRADE					
64318	04/04/23	JER17 JERSEY ELEVATOR COMPANY, INC.					9462		
23-00623	1	FULL MAINTENANCE 8 HOURS	373.89	3-01-26-310-310-202	Budget		41	1	
				POLICE & COURT BUILDING MAINTENANCE					
23-00706	1	INV#413957 03/01/23	192.40	3-01-26-310-310-252	Budget		53	1	
				ELEVATOR INSPECTIONS & MAINTENANCE					
			566.29						
64319	04/04/23	MAI03 ROCKETSHIP & PRINT					9462		
23-00617	1	2 12x18 water proof signs	74.00	3-01-28-370-370-206	Budget		36	1	
				RECREATION PROGRAM SUPPLIES					
64320	04/04/23	MCM01 MCMANIMON, SCOTLAND & BAUMANN					9462		
23-00635	1	INV# 179997 03/31/2021	1,200.00	2-01-20-130-130-215	Budget		42	1	
				PROFESSIONAL SERVICES					
23-00636	1	INV# 203871 02/27/2023	600.00	3-01-20-130-130-215	Budget		43	1	
				PROFESSIONAL SERVICES					
			1,800.00						
64321	04/04/23	NAT04 NATIONAL FENCE SYSTEMS, INC.					9462		
23-00500	1	PROPOSAL3 16109 2/21/23 FENCE	3,999.00	3-01-28-375-375-205	Budget		23	1	
				PARKS MAINTENANCE					
64322	04/04/23	OLSEN ERIC OLSEN					9462		
23-00562	1	Musician for 1978	200.00	3-01-28-370-375-203	Budget		28	1	
				CULTURAL PROGRAMMING					
64323	04/04/23	PAL-PRO PAL-PRO BUILDERS LLC					9462		
23-00903	1	AIA DOCUMENT G702, APPLICATION	480,982.87	C-04-21-017-000-101	Budget		96	1	
				CONSTRUCT, EQUIP, & FURNISH (\$18M)					
64324	04/04/23	PCC03 GOV CONNECTION INC.					9462		
22-03554	1	AutoCAD Subscription	1,854.43	2-01-20-165-165-202	Budget		3	1	
				ENGINEERING TEXT/SOFTWARE					
64325	04/04/23	REI02 REISINGER OXYGEN SERVICE, INC.					9462		
23-00621	1	CYLINDER RENTAL INVOICE	96.00	3-01-25-240-240-213	Budget		39	1	
				MEDICAL EXPENSES					
64326	04/04/23	RICHTREE RICH TREE SERVICE, INC					9462		
23-00324	1	Proposal 36 Washington Park	4,150.00	3-01-28-375-375-211	Budget		19	1	
				TREE REMOVALS - CONTRACTING					
64327	04/04/23	STR08 STRAIGHT EDGE STRIPING					9462		
23-00459	2	Installation of traffic	9,632.50	C-04-22-060-A01-104	Budget		21	1	
				TRAFFIC CALMING - VARIOUS LOCATIONS					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
CLEARING CONSOLIDATED CLEARING Continued									
64328	04/04/23	SWEETTEA SWEET TEASE LLC					9462		
22-04782	1	township of maplewood invoices	1,265.00	2-01-28-370-370-208	Budget		14		1
				SENIOR SERVICES PROGRAMS					
64329	04/04/23	USA04 USA ARCHITECTS					9462		
22-02260	5	Professional architectural &	7,000.00	C-04-20-995-001-042	Budget		2		1
				HILTON LIBRARY ROOF & WALL REPAIRS					
64330	04/04/23	VIL04 VILLAGE TRATTORIA					9462		
23-00571	1	food for lunch and learn 2/21	151.00	3-01-28-370-370-208	Budget		33		1
				SENIOR SERVICES PROGRAMS					
23-00573	1	supplies for community service	142.05	3-01-28-370-370-206	Budget		34		1
				RECREATION PROGRAM SUPPLIES					
			293.05						
64331	04/04/23	VILLAGE VILLAGE SUPER MARKET, INC.					9462		
23-00564	1	INV#: 02980549351 DATE:2/10/23	23.16	3-01-28-370-370-206	Budget		29		1
				RECREATION PROGRAM SUPPLIES					
23-00564	2	srbb wtr mini 24pk	9.18	3-01-28-370-370-206	Budget		30		1
				RECREATION PROGRAM SUPPLIES					
23-00569	1	supplies for movie event	31.85	3-01-28-370-370-206	Budget		31		1
				RECREATION PROGRAM SUPPLIES					
23-00570	1	supplies for senior event	99.15	3-01-28-370-370-208	Budget		32		1
				SENIOR SERVICES PROGRAMS					
23-00582	1	INV#:02980661262 DATE:02/25/23	190.38	3-01-28-370-370-206	Budget		35		1
				RECREATION PROGRAM SUPPLIES					
			353.72						
64332	04/04/23	WOR03 WORRALL COMMUNITY NEWSPAPERS					9462		
23-00642	1		33.84	3-01-20-120-120-209	Budget		45		1
				ADVERTISING/LEGAL					
23-00642	2		167.76	3-01-20-120-120-209	Budget		46		1
				ADVERTISING/LEGAL					
23-00642	3		32.40	3-01-20-120-120-209	Budget		47		1
				ADVERTISING/LEGAL					
23-00642	4		20.88	3-01-20-120-120-209	Budget		48		1
				ADVERTISING/LEGAL					
23-00642	5		39.60	3-01-20-120-120-209	Budget		49		1
				ADVERTISING/LEGAL					
23-00642	6		7.92	3-01-20-120-120-209	Budget		50		1
				ADVERTISING/LEGAL					
23-00642	7		12.60	3-01-20-120-120-209	Budget		51		1
				ADVERTISING/LEGAL					
23-00642	8		8.28	3-01-20-120-120-209	Budget		52		1
				ADVERTISING/LEGAL					
			323.28						
64333	04/04/23	YOUTH YOUTHNET, INC					9462		
23-00849	1	FALL YOUTHNET CLASSES	6,300.00	G-02-41-506-000-300	Budget		92		1
				MUNICIPAL ALLIANCE					



Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
PR03		CASH - PAYROLL ESCROW		Continued					
4507	PBA			Continued					
23-00661	2	WITHHOLDINGS FOR PAYROLL	2,600.00	3-03-56-860-000-010	Budget		15	1	
				PBA					
			<u>6,000.00</u>						
4508	03/22/23	TEAMSTER TEAMSTERS UNION LOCAL No. 125					9446		
23-00658	1	WITHHOLDINGS FOR PAYROLL	204.00	3-03-56-860-000-011	Budget		8	1	
				TEAMSTERS UNION LOCAL NO. 125					
23-00658	2	WITHHOLDINGS FOR PAYROLL	204.00	3-03-56-860-000-011	Budget		9	1	
				TEAMSTERS UNION LOCAL NO. 125					
			<u>408.00</u>						
4509	03/22/23	TWP TOWNSHIP OF MAPLEWOOD					9446		
23-00665	1	WITHHOLDINGS FOR PAYROLL	3,274.31	3-03-56-860-000-012	Budget		22	1	
				TWP OF MAPLEWOOD-HEALTH BENEFITS CONTRIB					
23-00665	2	WITHHOLDINGS FOR PAYROLL	3,314.92	3-03-56-860-000-012	Budget		23	1	
				TWP OF MAPLEWOOD-HEALTH BENEFITS CONTRIB					
23-00666	1	WITHHOLDINGS FOR PAYROLL	49,649.10	3-03-56-860-000-012	Budget		24	1	
				TWP OF MAPLEWOOD-HEALTH BENEFITS CONTRIB					
23-00666	2	WITHHOLDINGS FOR PAYROLL	49,833.86	3-03-56-860-000-012	Budget		25	1	
				TWP OF MAPLEWOOD-HEALTH BENEFITS CONTRIB					
			<u>106,072.19</u>						
4510	03/22/23	TWP TOWNSHIP OF MAPLEWOOD					9446		
23-00664	1	WITHHOLDINGS FOR PAYROLL	2,344.52	3-03-56-860-000-016	Budget		20	1	
				AMERIFLEX					
23-00664	2	WITHHOLDINGS FOR PAYROLL	2,344.52	3-03-56-860-000-016	Budget		21	1	
				AMERIFLEX					
			<u>4,689.04</u>						
4511	03/22/23	UCTIE UCTIE LOCAL 621					9446		
23-00657	1	WITHHOLDINGS FOR PAYROLL	432.00	3-03-56-860-000-014	Budget		6	1	
				U.C.T.I.E. LOCAL 621A					
23-00657	2	WITHHOLDINGS FOR PAYROLL	432.00	3-03-56-860-000-014	Budget		7	1	
				U.C.T.I.E. LOCAL 621A					
			<u>864.00</u>						
4512	03/28/23	COL07 COLONIAL LIFE					9456		
23-00668	1	WITHHOLDINGS FOR PAYROLL	5,501.08	3-03-56-860-000-003	Budget		1	1	
				COLONIAL LIFE					
23-00668	2	WITHHOLDINGS FOR PAYROLL	1,062.22	3-03-56-860-000-003	Budget		2	1	
				COLONIAL LIFE					
			<u>6,563.30</u>						

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	12	0	159,537.90	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	12	0	159,537.90	0.00

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
REDEMPTION REDEMPTION AND PREMIUM ACCOUNT									
1036	03/31/23	EVOLVE EVOLVE BANK & TRUST					9457		
23-00930	1	TSC 20-00037 42.11/550	3,600.00	T-13-56-850-000-802	Budget		13	1	
				PREMIUM					
23-00930	2	PRINCIPAL	1,897.97	T-13-56-850-000-801	Budget		14	1	
				REDEMPTION					
23-00930	3	INTEREST	104.63	T-13-56-850-000-801	Budget		15	1	
				REDEMPTION					
23-00931	1	TSC 20-00084 49.10/133	4,200.00	T-13-56-850-000-802	Budget		16	1	
				PREMIUM					
23-00931	2	PRINCIPAL	630.50	T-13-56-850-000-801	Budget		17	1	
				REDEMPTION					
23-00931	3	INTEREST	12.71	T-13-56-850-000-801	Budget		18	1	
				REDEMPTION					
			10,445.81						
1037	03/31/23	FIG2021 FIG 20 , LLC FBO SEC PTY					9457		
23-00900	1	TSC 21-00127 36.01/65	2,600.00	T-13-56-850-000-802	Budget		1	1	
				PREMIUM					
23-00900	2	PRINCIPAL	754.23	T-13-56-850-000-801	Budget		2	1	
				REDEMPTION					
23-00900	3	INTEREST	13.81	T-13-56-850-000-801	Budget		3	1	
				REDEMPTION					
23-00905	1	TSC 21-00114 25.06/105	3,700.00	T-13-56-850-000-802	Budget		4	1	
				PREMIUM					
23-00905	2	PRINCIPAL	754.35	T-13-56-850-000-801	Budget		5	1	
				REDEMPTION					
23-00905	3	INTEREST	13.48	T-13-56-850-000-801	Budget		6	1	
				REDEMPTION					
23-00909	1	TSC 21-00112 23.04/279	4,200.00	T-13-56-850-000-802	Budget		7	1	
				PREMIUM					
23-00909	2	PRINCIPAL	460.06	T-13-56-850-000-801	Budget		8	1	
				REDEMPTION					
23-00909	3	INTEREST	7.86	T-13-56-850-000-801	Budget		9	1	
				REDEMPTION					
			12,503.79						
1038	03/31/23	LVTL LVTL OPERATIONS LLC WSFS AS					9457		
23-00942	1	TSC 20-00001 8.05/252	44,200.00	T-13-56-850-000-802	Budget		19	1	
				PREMIUM					
23-00942	2	PRINCIPAL	1,019.59	T-13-56-850-000-801	Budget		20	1	
				REDEMPTION					
23-00942	3	INTEREST	50.53	T-13-56-850-000-801	Budget		21	1	
				REDEMPTION					
23-00943	1	TSC 20-00082 49.08/370	40,900.00	T-13-56-850-000-802	Budget		22	1	
				PREMIUM					
23-00943	2	PRINCIPAL	702.08	T-13-56-850-000-801	Budget		23	1	
				REDEMPTION					
23-00943	3	INTEREST	37.04	T-13-56-850-000-801	Budget		24	1	
				REDEMPTION					
			86,909.24						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
REDEMPTION REDEMPTION AND PREMIUM ACCOUNT Continued									
1039	03/31/23	TRY01 TRYSTONE CAPITAL ASSETS, LLC					9457		
23-00910	1	TSC 21-00162 44.03/184	2,800.00	T-13-56-850-000-802	Budget		10	1	
				PREMIUM					
23-00910	2	PRINCIPAL	753.86	T-13-56-850-000-801	Budget		11	1	
				REDEMPTION					
23-00910	3	INTEREST	13.74	T-13-56-850-000-801	Budget		12	1	
				REDEMPTION					
			3,567.60						

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	4	0	113,426.44	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	4	0	113,426.44	0.00

WIRES

125224	03/23/23	NJIIF NEW JERSEY INTERGOVERNMENTAL					9447		
23-00725	1	MULTI LINE FUND	236,728.00	3-01-23-210-210-201	Budget		1	1	
				LIABILITY INSURANCE					
23-00725	2	MULTI LINE FUND	236,728.00	3-01-23-210-210-201	Budget		2	1	
				LIABILITY INSURANCE					
			473,456.00						

125225	03/24/23	TRUSTMAR TRUSTMARK					9450		
23-00860	1	WITHHOLDINGS FOR PAYROLL	488.85	3-03-56-860-000-013	Budget		1	1	
				TRUSTMARK					

125226	03/24/23	DCRP DEFINED CONTRIBUTION					9451		
23-00859	1	WITHHOLDINGS FOR PAYROLL	999.32	3-03-56-860-000-019	Budget		1	1	
				DCRP					

125227	03/24/23	PRUD01 PRUDENTIAL RETIREMENT					9452		
23-00861	1	PLAN NUMBER : 316149	545.09	3-01-36-471-477-201	Budget		1	1	
				DEFINED CONTRIBUTION RETIREMENT PLAN					

125228	03/24/23	PAY02 PAYROLL ACCOUNT					9453		
23-00862	1	March 24, 2023	5,750.08	3-01-20-100-100-101	Budget		1	1	
				ADMINISTRATION - SALARIES					
23-00862	2		4,837.15	3-01-20-150-150-101	Budget		2	1	
				TAX ASSESSOR - SALARIES					
23-00862	3		9,380.22	3-01-26-315-315-101	Budget		3	1	
				DPW SALARIES - VEHICLE MAINTENANCE					
23-00862	4		0.00	3-01-26-315-315-106	Budget		4	1	
				AUTOMOTIVE - UNIFORM & TOOL ALLOWANCE					
23-00862	5		1,850.43	3-01-26-315-315-110	Budget		5	1	
				VEHICLE MAINTENANCE - OVER-TIME					
23-00862	6		17,853.27	3-01-26-310-310-101	Budget		6	1	
				DPW SALARIES - BUILDINGS & GROUNDS					
23-00862	7		0.00	3-01-26-310-310-106	Budget		7	1	
				CLOTHING ALLOWANCE					
23-00862	8		3,314.34	3-01-26-310-310-110	Budget		8	1	
				BUILDINGS & GROUNDS - OVER TIME					



Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
WIRES									
125228	PAYROLL ACCOUNT			Continued					
	23-00862	9	1,686.41	3-01-21-185-185-101	Budget		9	1	
				BOARD OF ADJUSTMENT SALARIES					
	23-00862	10	1,533.09	3-01-27-330-330-101	Budget		10	1	
				BOARD OF HEALTH - SALARIES					
	23-00862	11	7,140.78	3-01-22-195-198-101	Budget		11	1	
				PROPERTY MAINTENANCE - SALARIES					
	23-00862	12	11,576.62	3-01-20-120-120-101	Budget		12	1	
				TOWNSHIP CLERK SALARIES					
	23-00862	13	0.00	3-01-20-120-120-102	Budget		13	1	
				EXTRA HELP					
	23-00862	14	0.00	3-01-20-120-120-103	Budget		14	1	
				ELECTION OVERTIME					
	23-00862	15	1,078.70	3-01-43-495-495-101	Budget		15	1	
				PUBLIC DEFENDER S/W					
	23-00862	16	1,115.32	3-01-22-195-197-101	Budget		16	1	
				INSPECTORS - SALARIES					
	23-00862	17	0.00	3-01-22-195-197-103	Budget		17	1	
				FILL IN INSPECTORS					
	23-00862	18	0.00	3-01-22-195-197-104	Budget		18	1	
				INSPECTORS - EXTRA HOURS					
	23-00862	19	0.00	3-01-22-195-197-105	Budget		19	1	
				AUTO ALLOWANCE					
	23-00862	20	2,264.45	3-01-42-118-102-201	Budget		20	1	
				INSPECTORS SALARIES					
	23-00862	21	0.00	3-01-42-118-102-202	Budget		21	1	
				SUPERVISOR STIPEND					
	23-00862	22	0.00	3-01-42-118-102-203	Budget		22	1	
				FILL IN INSPECTORS					
	23-00862	23	0.00	3-01-42-118-102-205	Budget		23	1	
				AUTO ALLOWANCE					
	23-00862	24	0.00	3-01-42-118-102-206	Budget		24	1	
				FILL IN INSPECTOR - MILLBURN ONLY					
	23-00862	25	6,950.31	3-01-20-165-165-101	Budget		25	1	
				ENGINEERING-SALARIES					
	23-00862	26	14,015.40	3-01-20-130-130-100	Budget		26	1	
				FINANCIAL ADMINISTRATION S/W					
	23-00862	27	169,800.50	3-01-25-265-265-101	Budget		27	1	
				FIRE - UNIFORMED PERSONNEL - SALARIES					
	23-00862	28	1,887.70	3-01-25-265-265-102	Budget		28	1	
				FIRE - NON UNIFORMED - SALARIES					
	23-00862	29	0.00	3-01-25-265-265-105	Budget		29	1	
				CLOTHING ALLOWANCE					
	23-00862	30	0.00	3-01-25-265-265-106	Budget		30	1	
				SUP. OFFICERS RECERTIFICATIONS ALLOWANCE					
	23-00862	31	800.80	3-01-25-265-265-108	Budget		31	1	
				EMT PAY					
	23-00862	32	0.00	3-01-25-265-265-109	Budget		32	1	
				ACTING PAY					
	23-00862	33	35,664.30	3-01-25-265-265-110	Budget		33	1	
				FIRE - OVER TIME					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
WIRES									
125228 PAYROLL ACCOUNT									
Continued									
23-00862	36		6,344.74	3-01-26-294-294-101	Budget		34	1	
				JITNEY SERVICES - S/W					
23-00862	37		3,786.35	3-01-20-155-155-101	Budget		35	1	
				LEGAL SERVICES - SALARIES					
23-00862	38		1,139.54	3-01-25-275-275-101	Budget		36	1	
				PROSECUTOR - SALARIES					
23-00862	39		8,239.02	3-01-29-390-390-101	Budget		37	1	
				ADMINISTRATION SALARIES					
23-00862	40		36,704.65	3-01-29-390-390-102	Budget		38	1	
				UNION UNIT SALARIES					
23-00862	41		3,338.32	3-01-29-390-390-103	Budget		39	1	
				HOURLY WAGES					
23-00862	42		1,271.71	3-01-29-390-390-104	Budget		40	1	
				PAGES WAGES					
23-00862	43		0.00	3-01-29-390-390-105	Budget		41	1	
				CUSTODIANS WAGES					
23-00862	44		0.00	3-01-29-390-390-110	Budget		42	1	
				LIBRARY - OVERTIME					
23-00862	45		1,826.94	3-01-23-222-222-200	Budget		43	1	
				HEALTH BENEFITS WAIVER					
23-00862	46		139.76	3-01-23-222-222-200	Budget		44	1	
				HEALTH BENEFITS WAIVER					
23-00862	47		0.00	3-01-29-390-390-205	Budget		45	1	
				HEALTH BENEFITS					
23-00862	48		0.00	3-01-29-390-390-205	Budget		46	1	
				HEALTH BENEFITS					
23-00862	49		4,807.70	3-01-25-265-275-101	Budget		47	1	
				FIRE PREVENTION - FULL TIME SALARIES					
23-00862	50		0.00	3-01-25-265-275-102	Budget		48	1	
				FIRE PREVENTION - PART TIME S/W					
23-00862	51		0.00	3-01-25-265-275-103	Budget		49	1	
				CLOTHING ALLOWANCE					
23-00862	52		539.43	3-01-20-110-110-101	Budget		50	1	
				TOWNSHIP COMMITTEE S/W					
23-00862	53		13,806.99	3-01-42-108-108-101	Budget		51	1	
				MUNICIPAL COURT - SALARY AND WAGES					
23-00862	54		0.00	3-01-42-108-108-110	Budget		52	1	
				MUNICIPAL COURT - OVERTIME					
23-00862	55		2,050.77	3-01-43-490-490-101	Budget		53	1	
				MUNICIPAL COURT SALARY & WAGES IN CAP					
23-00862	56		384.14	3-01-27-330-330-102	Budget		54	1	
				NURSING SALARIES					
23-00862	57		2,461.54	3-01-27-330-330-103	Budget		55	1	
				CRISIS INTERVENTION SOCIAL WORKER SALARY					
23-00862	58		0.00	3-26-55-501-501-101	Budget		56	1	
				ADMINISTRATIVE COSTS - S/W					
23-00862	59		0.00	3-26-55-501-501-102	Budget		57	1	
				MAINTENANCE - S/W					
23-00862	60		0.00	3-26-55-501-501-103	Budget		58	1	
				MAINTENANCE - SEASONAL S/W					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
WIRES									
125228	PAYROLL ACCOUNT			Continued					
	23-00862	61	0.00	3-26-55-501-501-106	Budget		59	1	
				CLERICAL - CONTROL S/W					
	23-00862	62	0.00	3-26-55-501-501-107	Budget		60	1	
				LIFEGUARDS - S/W					
	23-00862	63	0.00	3-26-55-501-501-109	Budget		61	1	
				CLOTHING ALLOWANCE (CONTRACTUAL)					
	23-00862	64	0.00	3-26-55-501-501-110	Budget		62	1	
				POOL OVERTIME					
	23-00862	65	30,551.54	3-01-25-251-251-101	Budget		63	1	
				WATCH COMMANDERS - SALARIES					
	23-00862	66	18,475.47	3-01-25-251-251-102	Budget		64	1	
				911 DISPATCHERS - SALARIES					
	23-00862	67	0.00	3-01-25-251-251-103	Budget		65	1	
				WEAPONS ALLOWANCE					
	23-00862	68	0.00	3-01-25-251-251-104	Budget		66	1	
				CLOTHING ALLOWANCE					
	23-00862	69	0.00	3-01-25-251-251-106	Budget		67	1	
				EDUCATION & MILITARY ALLOWANCE					
	23-00862	70	1,831.68	3-01-25-251-251-110	Budget		68	1	
				911 DISPATCHING - OVER TIME					
	23-00862	71	2,405.97	3-01-42-118-104-201	Budget		69	1	
				INSPECTORS SALARIES					
	23-00862	72	0.00	3-01-42-118-104-202	Budget		70	1	
				SUPERVISOR STIPEND					
	23-00862	73	0.00	3-01-42-118-104-203	Budget		71	1	
				FILL IN INSPECTORS					
	23-00862	74	0.00	3-01-42-118-104-204	Budget		72	1	
				INSPECTORS - EXTRA HOURS					
	23-00862	75	0.00	3-01-42-118-104-205	Budget		73	1	
				AUTO ALLOWANCE					
	23-00862	76	0.00	3-01-42-118-104-206	Budget		74	1	
				FILL IN INSPECTOR-MILLBURN ONLY					
	23-00862	77	1,810.89	3-01-21-180-180-101	Budget		75	1	
				PLANNING BOARD SALARIES					
	23-00862	78	1,185.03	3-01-22-195-196-101	Budget		76	1	
				INSPECTORS - SALARIES					
	23-00862	79	0.00	3-01-22-195-196-102	Budget		77	1	
				SUPERVISOR STIPEND					
	23-00862	80	210.00	3-01-22-195-196-103	Budget		78	1	
				FILL IN INSPECTORS					
	23-00862	81	0.00	3-01-22-195-196-104	Budget		79	1	
				INSPECTORS - EXTRA HOURS					
	23-00862	82	0.00	3-01-22-195-196-105	Budget		80	1	
				AUTO ALLOWANCE					
	23-00862	83	34,577.15	3-01-55-001-003-003	Budget		81	1	
				POLICE OUTSIDE EMPLOYMENT					
	23-00862	84	273,565.85	3-01-25-240-240-101	Budget		82	1	
				POLICE - UNIFORMED SALARIES					
	23-00862	85	16,056.69	3-01-25-240-240-102	Budget		83	1	
				CROSSING GUARDS					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
PO #	Item	Description							
WIRES									
125228	PAYROLL ACCOUNT			Continued					
23-00862	86		9,048.73	3-01-25-240-240-103	Budget		84	1	
				CIVILIANS/COMMUNITY SERVICE OFFICERS					
23-00862	87		0.00	3-01-25-240-240-104	Budget		85	1	
				WEAPONS ALLOWANCE					
23-00862	88		0.00	3-01-25-240-240-105	Budget		86	1	
				CLOTHING ALLOWANCE					
23-00862	89		0.00	3-01-25-240-240-106	Budget		87	1	
				EDUCATION & MILITARY ALLOWANCE					
23-00862	90		10,159.21	3-01-25-240-240-110	Budget		88	1	
				POLICE - OVER TIME					
23-00862	91		7,798.40	3-01-28-375-375-101	Budget		89	1	
				DPW SALARIES - PARKS & PLAYGROUNDS					
23-00862	92		1,670.88	3-01-28-375-375-110	Budget		90	1	
				SHADE TREE/PARKS & PLAYGROUNDS - O/T					
23-00862	93		5,103.45	3-01-26-300-300-101	Budget		91	1	
				DPW SALARIES - ADMINISTRATION					
23-00862	94		2,862.40	3-01-26-305-306-101	Budget		92	1	
				DPW SALARIES - RECYCLING PROGRAM					
23-00862	95		0.00	3-01-26-305-306-106	Budget		93	1	
				CLOTHING ALLOWANCE					
23-00862	96		402.53	3-01-26-305-306-110	Budget		94	1	
				RECYCLING - OVERTIME					
23-00862	97		15,040.12	3-01-28-370-370-101	Budget		95	1	
				ADMINISTRATION STAFF - SALARIES					
23-00862	98		0.00	3-01-28-370-370-102	Budget		96	1	
				CAMP STAFF - S & W					
23-00862	99		2,078.60	3-01-28-370-370-103	Budget		97	1	
				DEHART ATTENDANTS					
23-00862	100		5,891.00	3-01-28-370-370-104	Budget		98	1	
				PROGRAM PERSONNEL					
23-00862	101		1,140.00	3-01-28-370-370-105	Budget		99	1	
				MINI-BUS DRIVERS					
23-00862	102		10,333.49	3-01-28-370-375-101	Budget		100	1	
				ARTS & CULTURE - SALARIES					
23-00862	103		6,420.00	3-01-28-370-370-107	Budget		101	1	
				BASKETBALL STAFF - S & W					
23-00862	104		1,200.00	3-01-28-370-370-108	Budget		102	1	
				SOMA - TWO TOWNS FOR ALL AGES - S/W					
23-00862	105		3,076.93	3-01-20-145-145-101	Budget		103	1	
				TAX AND SEWER COLLECTION - SALARIES					
23-00862	106		10,766.63	3-01-28-375-375-102	Budget		104	1	
				DPW SALARIES - SHADE TREE					
23-00862	107		0.00	3-01-28-375-375-106	Budget		105	1	
				CLOTHING ALLOWANCE					
23-00862	108		3,310.85	3-01-28-375-375-110	Budget		106	1	
				SHADE TREE/PARKS & PLAYGROUNDS - O/T					
23-00862	109		19,304.56	3-01-26-290-290-101	Budget		107	1	
				DPW SALARIES - STREETS AND ROADS					
23-00862	110		0.00	3-01-26-290-290-102	Budget		108	1	
				SEASONAL EMPLOYEES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
PO #	Item	Description							
WIRES									
Continued									
125228		PAYROLL ACCOUNT		Continued					
23-00862	111		0.00	3-01-26-290-290-106	Budget		109	1	
				CLOTHING ALLOWANCE					
23-00862	112		5,534.06	3-01-26-290-290-110	Budget		110	1	
				STREETS & ROADS - OVERTIME					
23-00862	113		8,695.40	3-01-26-295-295-101	Budget		111	1	
				DPW SALARIES - SEWER MAINTENANCE					
23-00862	114		0.00	3-01-26-295-295-106	Budget		112	1	
				CLOTHING ALLOWANCE					
23-00862	115		1,914.00	3-01-26-295-295-110	Budget		113	1	
				SEWER MAINTENANCE - OVERTIME					
23-00862	116		13,473.86	3-01-22-195-195-101	Budget		114	1	
				INSPECTORS - SALARIES					
23-00862	117		2,947.29	3-01-22-195-195-103	Budget		115	1	
				FILL IN INSPECTORS					
23-00862	118		0.00	3-01-22-195-195-104	Budget		116	1	
				INSPECTIONS - EXTRA HOURS					
23-00862	119		8,504.48	3-01-41-622-001-001	Budget		117	1	
				S/W: STRENGTHENING LOCAL HEALTH 2021-22					
23-00862	120		650.60	3-01-41-622-001-001	Budget		118	1	
				S/W: STRENGTHENING LOCAL HEALTH 2021-22					
23-00862	121		29,724.70	3-01-36-471-472-201	Budget		119	1	
				FICA/MEDICARE EMPLOYER CONTRIBUTION					
23-00862	122		3,790.86	3-01-29-390-390-203	Budget		120	1	
				SOCIAL SECURITY					
23-00862	123		0.00	3-01-29-390-390-101	Budget		121	1	
				ADMINISTRATION SALARIES					
23-00862	124		3,837.08	G-02-41-621-000-001	Budget		122	1	
				NJACHOO ENHANCE LOCAL HEALTH - S/W					
			960,691.85						
125229	03/24/23	PAY02 PAYROLL ACCOUNT					9454		
23-00862	34		1,640.00	T-14-56-850-034-196	Budget		1	1	
				MAPLEWOOD/RUTGERS INTERNSHIPS					
23-00862	35		125.46	T-14-56-850-034-196	Budget		2	1	
				MAPLEWOOD/RUTGERS INTERNSHIPS					
			1,765.46						
125230	03/27/23	PUB02 PUBLIC SERVICE ELECTRIC & GAS					9455		
23-00932	1	66 171 949 18 GAS 04/06/23	824.35	3-01-31-435-437-203	Budget		1	1	
				FIRE DEPARTMENT					
23-00932	2	66 171 949 18 ELECTRIC	775.23	3-01-31-435-435-205	Budget		2	1	
				FIRE DEPARTMENT					
			1,599.58						
125231	03/30/23	PUB01 PUBLIC EMPLOYEES RETIRMENT SYS					9459		
23-00946	1	PERS RETRO FOR 2022	121.04	3-03-56-860-000-017	Budget		1	1	
				PERS					
125232	03/31/23	PEN05 PUBLIC EMPLOYEE'S RETIREMENT					9460		
23-00557	1	ANNUAL EMPLOYER APPROPRIATION	1,229,987.00	3-01-36-471-471-201	Budget		1	1	
				PERS EMPLOYER CONTRIBUTION					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							

WIRES									
Continued									
125233	03/31/23	POL01		POLICE & FIREMEN'S RETIREMENT					9461
23-00556	1	ANNUAL EMPLOYER APPROPRIATION	4,479,150.00	3-01-36-471-475-201	Budget			1	1
				PFRS EMPLOYER CONTRIBUTION					

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	10	0	7,148,804.19	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	10	0	7,148,804.19	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	108	2	8,210,162.48	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	108	2	8,210,162.48	0.00

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current	2-01	20,213.44	0.00	0.00	20,213.44
Current	3-01	7,359,562.32	105.00	0.00	7,359,667.32
GEN. TRUST - RESERVE FOR UNEMP	3-03	161,147.11	0.00	0.00	161,147.11
POOL UTILITY FUND:	3-26	6,417.88	0.00	0.00	6,417.88
Year Total:		7,527,127.31	105.00	0.00	7,527,232.31
GENERAL CAPITAL ORDINANCES:	C-04	524,741.66	0.00	0.00	524,741.66
FEDERAL & STATE GRANT FUNDS:	G-02	10,137.08	0.00	0.00	10,137.08
AFFORDABLE HOUSING TRUST FUNDS	T-10	3,908.59	0.00	0.00	3,908.59
BUILDERS ESCROW TRUST FUNDS	T-11	1,162.50	0.00	0.00	1,162.50
Redemption	T-13	113,426.44	0.00	0.00	113,426.44
OPEN SPACE TRUST FUND	T-14	1,765.46	0.00	0.00	1,765.46
RECREATION TRUST FUNDS	T-17	2,375.00	0.00	0.00	2,375.00
Year Total:		122,637.99	0.00	0.00	122,637.99
Total of All Funds:		8,204,857.48	105.00	0.00	8,204,962.48

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Project Description	Project No.	Project Total
762 VALLEY STREET	BOA 22-05	193.75
ENGINEERING INSPECTION FEE	ENG 21-08	930.00
285 PARKER AVE/740 IRVINGTON	PB 20-04	77.50
7 PARKER AVENUE WEST	PB 22-02	3,882.50
2216-2218 MILLBURN AVENUE	PB 22-03	116.25
Total of All Projects:		<u>5,200.00</u>



# TOWNSHIP OF MAPLEWOOD



## RESOLUTION NUMBER 112-23 RESOLUTION AUTHORIZING THE PAYMENT OF BILLS AND VOUCHERS

**WHEREAS**, the Township of Maplewood (“Township”) is in receipt of various vouchers and bills for payment due from the Township of various vendors in the amount of \$8,210,162.48.

**WHEREAS**, payment of the aforementioned vouchers and bills have been approved by the Chief Financial Officer; and

**WHEREAS**, the Chair of the Finance Committee has reviewed the bills and vouchers and authorized their payment.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey that:

The Township’s Chief Financial Officer be and is hereby authorized and directed to make payment of all bills and vouchers included in the April 4, 2023 bill list in the amount of \$8,210,162.48.

I, Elizabeth J. Fritzen, Township Clerk in the Township of Maplewood, in the County of Essex and State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey at a regular meeting of said Committee held on April 4, 2023.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Township of Maplewood, in the County of Essex and State of New Jersey this 4th day of April 2023.

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Elizabeth J. Fritzen, R.M.C., C.M.C.  
Township Clerk

# **TOWNSHIP OF MAPLEWOOD**



## **RESOLUTION NO. 113-23**

### **RESOLUTION AWARDING CONTRACT TO RICHVIEW CONSULTING TO PROVIDE MUNICIPAL TREE SERVICES**

**WHEREAS**, the Township of Maplewood (“Township”) is in need of a Arboricultural & Tree Expert; and

**WHEREAS**, proposals were solicited; and

**WHEREAS**, the proposal submitted by RichView Consulting was acceptable; and

**WHEREAS**, the Township Interim Administrator has recommended that the contract be awarded the RichView to provide these services, pursuant to the proposal attached.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, that:

The Township enter into a contract with RichView Consulting to provide Arboricultural & Forestry Services at the rate provided in the proposal.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, at a regular meeting of said Committee held on April 4, 2023.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Township of Maplewood in the County of Essex and State of New Jersey, on this 4th day of April, 2023.

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**ELIZABETH J. FRITZEN, R.M.C.**  
Township Clerk

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# **TOWNSHIP OF MAPLEWOOD**



## **RESOLUTION NO. 115-23**

### **RESOLUTION AWARDING CONTRACT**

#### **FOR THE MAINTENANCE AND MOWING OF LARGE TURF FIELDS FOR 2023**

**WHEREAS**, the Township Committee authorized the receipt of bids for the maintenance and mowing of large turf fields for 2023; and

**WHEREAS**, a public bid opening was held on Thursday March 30<sup>th</sup>, 2023; and

**WHEREAS**, the following bids were received:

D'Onofrio & Son Inc.           \$63,450.00

Shauger Property Services   \$66,760.00

**WHEREAS**, the Director of the Department of Public Works has reviewed the bid and recommends award of contract to D'Onofrio & Son Incorporated; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this purpose from account number 3-01-28-375-375-208 "Grass Cutting".

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey that:

I. Given the information stated, a contract be and is hereby awarded to D'Onofrio & Son Incorporated for the maintenance and mowing of large turf fields for 2023 at a cost of \$63,450.00;

II. That the Township Administrator and Township Clerk be and are hereby authorized to enter into a contract with D'Onofrio & Son Inc. on behalf of the Township of Maplewood.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, at a regular meeting of said Committee held on April 7<sup>th</sup>, 2023.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Township of Maplewood in the County of Essex and State of New Jersey, on this 7<sup>th</sup> day of April 2023.

ELIZABETH J. FRITZEN, R.M.C.

Township Clerk