



Township of Montclair - 205 Claremont Avenue Montclair, New Jersey 07042
Telephone: 973-744-1400 - Website: www.montclairnjusa.org

TOWNSHIP COUNCIL REGULAR MEETING

March 26, 2024

7:00 PM

COUNCIL CHAMBERS

Sunshine Statement:

This meeting is called pursuant to the provisions of the Open Public Meetings Act. This meeting was included in the annual notice of the meeting schedule as set forth in Resolution R-23-277 adopted by the Township Council at its Regular Meeting of November 21, 2023; advertised in the official newspaper on December 21, 2023, December 28, 2023 and January 4, 2024, posted on the bulletin boards outside of the Municipal Building, and has remained continuously posted. In addition, a copy of the Annual Notice is and has been available to the public and is on file in the Office of the Township Clerk.

OPEN SESSION

Pledge of Allegiance

Roll Call

APPROVAL OF MINUTES

There have been presented to the Council the minutes of March 12, 2024. Are there any corrections or additions? Motion to adopt.

PROCLAMATION(S)

Women's History Month 2024

PUBLIC COMMENT (AGENDA ITEMS ONLY)

All speakers must complete the sign-in sheet next to the podium before addressing the Council. The amount of time allotted for public comment on agenda items is two minutes. Before speaking, please clearly state your name for the record. If you wish to comment on a pending ordinance listed on this evening's agenda (if any), please make your comment during the public hearing for that ordinance.

PENDING ORDINANCE(S)/SECOND READING

A. **Pending Ordinance O-24-07:** An ordinance amending Ordinance O-20-07 creating certain offices, positions and employments in the Township of Montclair, in the County of Essex, and fixing the salary ranges thereof (Economic Development Coordinator)

[OPEN HEARING] I am going to open the public hearing without objection. Is there anyone in present who wishes to be heard in relation to the proposed Ordinance? [CLOSE HEARING]
Without objection I am closing the hearing.

NEW BUSINESS ORDINANCE(S)

B. **Ordinance O-24-09:** Ordinance to approve the Redevelopment Plan for Lackawanna Plaza in the Township of Montclair (Superseding, Repealing, and Replacing Adopted Ordinance O-22-29)

NEW BUSINESS RESOLUTION(S)

- C. **Resolution R-24-080:** Resolution authorizing to exercise the option to renew the agreement with Atlantic Coast Recycling, LLC and for processing and disposition of recyclable materials
- D. **Resolution R-24-081:** Resolution authorizing the exercising of the Township's option to renew the Parks Maintenance Service Contract for a twelve-month period at the same and current terms
- E. **Resolution R-24-082:** Resolution designating a Public Agency Compliance Officer for a term ending December 31, 2024
- F. **Resolution R-24-083:** Resolution authorizing the submission of a Strategic Plan for the Montclair Community Intervention Alliance Grant for fiscal year 2025 (grant period: July 1, 2024 – June 30, 2025)
- G. **Resolution R-24-084:** Resolution authorizing the Township Clerk to sign an addendum to the Agreement previously approved by Resolution R-06-0495 to allow New Jersey Transit to replace damaged bus shelter at Bloomfield Avenue and Pine Street
- H. **Resolution R-24-085:** Resolution authorizing the execution of a non-fair and open professional services agreement with Cameron Animal Hospital for veterinary services for the Township of Montclair (\$80,000.00)
- I. **Resolution R-24-086:** Resolution authorizing a shared services agreement with the Montclair Board of Education to provide for School Resource Officers for the 2023-2024 through 2027-2028 school years (five year agreement)
- J. **Resolution R-24-087:** Resolution authorizing the release of the Performance Surety Bond for the construction of the Midtown Parking Garage
- K. **Resolution R-24-088:** Resolution authorizing the execution of a contract with NJMF Investments, LLC to provide home improvement repairs to a qualifying property per the Montclair Home Improvement Program
- L. **Resolution R-24-089:** Resolution amending a fair and open contract to Nature's Choice, LLC for the provision of Montclair Township leaf removal (Bid 23-20)
- M. **Resolution R-24-090:** Resolution authorizing year 2023 appropriation reserve transfers pursuant to N.J.S.A. 40A:4-59
- N. **Resolution R-24-091:** Resolution amending the Year 2024 Temporary Budget
- O. **Resolution R-24-092:** Bill List Resolution

PUBLIC COMMENT

All speakers must complete the sign-in sheet next to the podium before addressing the Council. The amount of time allotted for general public comment is three minutes. Before speaking, please clearly state your name for the record.

ADJOURNMENT



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: March 26, 2024

SUBMITTED BY: Department of Planning, Zoning, and Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: PENDING ORDINANCE(S)/SECOND READING

SUBJECT: **Pending Ordinance O-24-07:** An ordinance amending Ordinance O-20-07 creating certain offices, positions and employments in the Township of Montclair, in the County of Essex, and fixing the salary ranges thereof (Economic Development Coordinator)

ATTACHMENTS:

[Item 0A PENDING O-24-07 Salary Ordinance Amendment_Economic Development Coordinator.pdf](#)

PENDING ORDINANCE O-24-07
TOWNSHIP OF MONTCLAIR

AN ORDINANCE AMENDING ORDINANCE O-20-07 CREATING CERTAIN OFFICES, POSITIONS AND EMPLOYMENTS IN THE TOWNSHIP OF MONTCLAIR, IN THE COUNTY OF ESSEX, AND FIXING THE SALARY RANGES THEREOF

March 12, 2024 (date of introduction)
March 26, 2024 (date of public hearing)

BE IT ORDAINED, by the Township Council of the Township of Montclair, as follows: Ordinance O-20-07, An Ordinance Creating Certain Offices, Positions and Employments in the Township of Montclair, in the County of Essex, and Fixing the Salary Ranges Thereof, is amended as follows:

Section 1. The following enumerated offices, positions and employments in the Township of Montclair, in the County of Essex, hereby are created, except as statute otherwise provided, and the respective salary ranges hereby are fixed as the amount to be paid to holders of the said respective offices, positions and employments and shall receive as a salary, pay or compensation therefor an amount within the salary range as set forth for such office, position and employment.

	<u>Minimum</u>	<u>Maximum</u>
Economic Development Coordinator	\$67,000	\$105,000

RECORD OF COUNCIL VOTE ON INTRODUCTION						
COUNCIL MEMBER	MOVANT	SECOND	YES	NO	ABSTAIN	ABSENT
Councilor Cummings			✓			
Deputy Mayor Hurlock		✓	✓			
Councilor Price Abrams			✓			
Councilor Russo						✓
Councilor Schlager			✓			
Councilor Terry			✓			
Mayor Spiller	✓		✓			

I HEREBY CERTIFY the foregoing to be a true copy of Ordinance O-24-07 introduced and approved by the Mayor and Council of the Township of Montclair, in the County of Essex, at its meeting held on March 12, 2024.

Angelese Bermúdez Nieves
Angelese Bermúdez Nieves, Township Clerk



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: March 26, 2024

SUBMITTED BY: Law Department

ITEM TYPE: Ordinance

AGENDA SECTION: NEW BUSINESS ORDINANCE(S)

SUBJECT: **Ordinance O-24-09:** Ordinance to approve the Redevelopment Plan for Lackawanna Plan for Lackawanna Plaza in the Township of Montclair (Superseding, Repealing, and Replacing Adopted Ordinance O-22-29)

ATTACHMENTS:

[Full Item 0B Ordinance Re-Approving Lackawanna Plaza Redevelopment Plan_FINAL.pdf](#)

O-24-09
TOWNSHIP OF MONTCLAIR

ORDINANCE TO APPROVE THE REDEVELOPMENT PLAN FOR LACKAWANNA PLAZA IN THE TOWNSHIP OF MONTCLAIR

March 26, 2024 (date of introduction)

WHEREAS, the new redevelopment plan, prepared by the Municipal Council of the Township of Montclair ("Township Council"), is designed to fulfill goals in the Montclair Center Redevelopment Study, October 2014, pp 9-10 ("Study Report"), which was relied upon by the Planning Board and Township Council when they confirmed that Lackawanna Plaza continued to be an area in need of redevelopment: to "stimulate private investment, increase parking capacity, create more affordable housing, create open space/public art locations, renovate deteriorated properties and attract quality businesses" (Study Report, pp. 9-10); and the new plan is further designed to achieve the Master Plan goals for the Lackawanna Plaza area, most significantly, the "balancing of preservation of the historic Lackawanna train station with providing a new state of the art supermarket." (Unified Land Use and Circulation Element of Master Plan, adopted 2015, and amended through 2021, p. 75); and

WHEREAS, the Township recognized that the area exhibited negative conditions, which caused the Township to designate this site as an area in need of redevelopment in 1980, Ordinance No 80-12, when the Township adopted an urban renewal plan; and

WHEREAS, the most significant part of the implementation of that plan, the development of a 1980s style mall and supermarket, was unsuccessful, and the Township recognized that "the faulty and obsolete arrangement and design" of the project, the lack of visibility of the site due to the fact that "the parking area and building are sunk beneath the grade of Grove Street by more than 10 feet," "the building is set back from Bloomfield Avenue by more than 160 feet" and disconnected "from vehicular and pedestrian areas [which] significantly reduces visibility of the site which has negative implications on the economic success and safety of the property," and that the "property design" lead to it becoming "an attractive nuisance as evidenced by the crime" (Study Report, p. 55); and

**TOWNSHIP OF MONTCLAIR
ORDINANCE O-24-09**

WHEREAS, those conditions and others caused the Township to re-designate the area as one in need of redevelopment in 2002; however, no action had been taken based on that 2002 designation; and in light of certain court decisions concerning redevelopment generally, the Township undertook the redevelopment area designation process again in 2014 to confirm that the properties met the redevelopment criteria set forth in the Local Redevelopment and Housing Law ("LRHL") at N.J.S.A. 40A:12A-5; and

WHEREAS, the Township confirmed via Resolution No. 15-055, adopted on March 10, 2015, that the area investigated, including the 8-acre area comprised of Block 3213, Lot 2 and Block 4202, Lots 4 and 4.01 ("Lackawanna Plaza Area"), continues to meet the redevelopment criteria under the LRHL and reaffirmed its designation as a redevelopment area; and

WHEREAS, in 2015 the Township Council authorized the preparation of a redevelopment plan ("Draft Lackawanna Plaza Redevelopment Plan"), acknowledging in the Redevelopment Plan that the shopping center which had been developed in the 1980s on the property "has declined over the years and is now largely vacant"; and

WHEREAS, the Draft Lackawanna Plaza Redevelopment Plan described the extensive process that had been undertaken to obtain community input for the Plan, which cites the numerous meetings that have been held as part of that process with community groups and Planning Board meetings starting in March 2015 and extending through October of that year, as well as other meetings with committees of Council, the Historic Preservation Commission ("HPC"), property owners and their architects, design workshop with local architects, and Police Department representatives; documents were also posted online and made available for review in the municipal building; and

WHEREAS, in accordance with the LRHL, the Township Council adopted a Resolution, dated May 23, 2017 requesting that the Planning Board review the Draft Lackawanna Plaza Redevelopment Plan, requesting the Planning Board to provide a report containing recommendations concerning the Plan, including an identification of any provisions in the proposed Plan which are inconsistent with the Master Plan, recommendations concerning those inconsistencies, and any other matters as the Board deemed appropriate; and

**TOWNSHIP OF MONTCLAIR
ORDINANCE O-24-09**

WHEREAS, the Planning Board adopted a Resolution, dated July 10, 2017, taking the position that the proposed Draft Lackawanna Plaza Redevelopment Plan was inconsistent with the Master Plan and making other recommendations; and further revisions were made to the Plan by the Township's outside Planner; and

WHEREAS, the recent review and update of the Unified Land Use and Circulation Element of the Master Plan in 2021 evidenced the Township's commitment to the planning goal to "create a new Lackawanna Plaza Redevelopment Plan to support the revitalization efforts for the Lackawanna Plaza area," recognizing the challenge presented as the Plan calls for "balancing preservation of the historic Lackawanna train station with providing a new state-of-the-art supermarket." (Master Plan, Unified Land Use and Circulation Element, amended July 2021, p 75); and

WHEREAS, the Township Council has long recognized the need for a grocery store in this area, and the New Jersey Economic Development Authority ("NJEDA") has now validated that conclusion by citing the Lackawanna Plaza Area as being within a census tract group that is among fifty (50) such areas designated as "food desert" communities in the State which are "most in need of a supermarket or grocery store" based on criteria established by the NJEDA; and

WHEREAS, meanwhile, despite the challenges in overcoming these negative conditions, redevelopments in the area around the Lackawanna Plaza Area, such as Seymour Street and Two South Willow in the areas adjacent to the Lackawanna Plaza Area, have received generally positive reception; and

WHEREAS, considering this history, after taking into consideration the input of the public at the hearing on an Ordinance to approve a redevelopment plan, the next important step to achieving the Township Council goals is to consider and adopt a redevelopment plan for the Lackawanna Plaza Area; and

WHEREAS, the Township's Director of Planning and Community Development, Janice Talley, P.P., AICP, has overseen the preparation of a new and updated Lackawanna Plaza Redevelopment Plan, working from the prior draft, and seeking to address and incorporate previous comments and input received from the Planning Board, the community and the various committees and other public agencies, as discussed above; and

**TOWNSHIP OF MONTCLAIR
ORDINANCE O-24-09**

WHEREAS, a revised Lackawanna Plaza Redevelopment Plan, dated October 24, 2022, was introduced by the Township Council and reviewed by the Planning Board, which issued a 12-page report on January 23, 2023, stating that it was inconsistent with the Master Plan; and

WHEREAS, the Township responded to the comments about the Plan from the Planning Board and other interest groups and residents by preparing a Traffic Study and an Economic Impact Report for the Plan and, in working with Township professionals to make changes to the Plan, prepared a second revised Lackawanna Plaza Redevelopment Plan, dated August 2023, a copy of which is attached hereto as Exhibit A (the “Redevelopment Plan”); and

WHEREAS, following introduction by the Township Council on August 15, 2023, the Township Council adopted Ordinance O-22-29 on October 10, 2023, which Ordinance approved and adopted the Redevelopment Plan; and

WHEREAS, certain plaintiffs have filed legal challenges to the adoption of Ordinance O-22-29 and the Redevelopment Plan captioned, *One Greenwood, LLC v. Township of Montclair et al.*, Docket No. ESX-L-7654-23, and *Montclair Residents for Responsible Development v. Township of Montclair et al.*, Docket No. ESX-L-7633-23 (collectively both actions as the “Appeal”); and

WHEREAS, the Appeal alleges, among other things, that the Township Council’s consideration and adoption of Ordinance O-22-29 should be voided because of purported conflict(s) of interest; and

WHEREAS, while the Township denies any wrongdoing or liability and maintains that Ordinance 29-22 and the Redevelopment Plan were validly and properly approved and adopted, the Mayor and Township Council wish to resolve any alleged conflict of interest and avoid unnecessary delay and costs associated with the Appeal; and

WHEREAS, accordingly, the Township Council desires to consider anew the within ordinance to adopt the Redevelopment Plan; and

WHEREAS, immediately following the introduction of this Ordinance, the Township Council refers this Ordinance and the Redevelopment Plan to the Planning Board for its review and recommendation pursuant to N.J.S.A. 40A:12A-7(e); and

**TOWNSHIP OF MONTCLAIR
ORDINANCE O-24-09**

WHEREAS, within 45 days after referral, the Planning Board shall transmit to the Township Council a report containing its recommendation concerning the Redevelopment Plan, including identification of any provisions in the Redevelopment Plan that are inconsistent with the Township's Master Plan and recommendations concerning these inconsistencies and any other matters as the Planning Board deems appropriate; and

WHEREAS, the Township Council has reviewed and considered the Planning Board's report and recommendations, if any, and believes that the adoption of the Redevelopment Plan is in the best interests of the Township and the redevelopment of the Lackawanna Plaza Area.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Montclair in the County of Essex, State of New Jersey, that:

1. The above recitals are hereby incorporated herein as if fully set forth herein.
2. The Redevelopment Plan, attached hereto as Exhibit A, is hereby approved and adopted in its entirety.
3. The Township Zoning Ordinance and Zoning Map shall be and is hereby amended to specifically designate the Lackawanna Plaza Redevelopment Area zoning as set forth in the Redevelopment Plan, attached hereto as Exhibit A.
4. If any provision or portion of this Ordinance is held to be unconstitutional, preempted by Federal or State law, or otherwise invalid by any court of competent jurisdiction, the remaining provisions or portions of this Ordinance shall not be invalidated and shall remain in full force and effect.
5. All ordinances and all parts of ordinances that are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency, including Ordinance O-22-29, which hereby is superseded, repealed, and replaced.



LACKAWANNA PLAZA REDEVELOPMENT PLAN

TOWNSHIP OF MONTCLAIR | AUGUST 2023



Mayor and Council Members

Mayor Sean M. Spiller

Deputy Mayor/1st Ward Councilor William Hurlock

Councilor-at-Large Robert J. Russo

Councilor-at-Large Peter Yacobellis

2nd Ward Councilor Robin Schlager

3rd Ward Councilor Lori Price Abrams

4th Ward Councilor David Cummings

Township of Montclair Planning Board

John Wynn, Chair

Keith Brodock, Vice Chair

Kevin Pierre

Det. Kevin Ortiz

Michael Graham

Carole Willis

Anthony Iauuale

Carmel Loughman

Jeff Jacobson

Jacob Nieman

Township of Montclair Department of Planning and Community Development

Janice Talley, P.P., AICP, Director

William "Tommy" Scibilia, AICP, Assistant Planner

Consultants

PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC

Planning & Real Estate Consultants

Smith + Maran Architects, architectural design consultants

The original copy of this document was signed and sealed in accordance with N.J.S.A. 45:14 A-1 et seq. and N.J.A.C. 13-41-1.3(b)

Keenan Hughes, NJ Planners License #6169

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I INTRODUCTION

I.A Statutory Basis for the Redevelopment Plan

This Redevelopment Plan has been prepared for certain parcels designated as part of an “area in need of redevelopment” within the Township of Montclair, Essex County, New Jersey. The area encompasses lands located at the eastern end of the central business district of the Township of Montclair (also known as “Montclair Center”). *Figure 1, Location*, shows the location of the area within Montclair.

In 2014, the Township of Montclair Council directed the Township’s Planning Board to study 18 lots in the eastern section of Montclair Center in order to determine whether collectively they qualify as an “Area in Need of Redevelopment” in accordance with the criteria specified in the Local Redevelopment and Housing Law (LRHL) at N.J.S.A. 40A:12A-5. The Township retained a planning consultant, Clarke Caton Hintz, to conduct a Redevelopment Area investigation. Its findings were included in a report dated October 2014. On February 9, 2015, a public hearing on the investigation was held by the Planning Board, which recommended that nearly all of the lots, including the three that are the subject of this Redevelopment Plan (Block 3213, Lot 2 and Block 4202, Lots 4.01 and 4.02, collectively referred to as the “Redevelopment Area”) qualified as an Area in Need of Redevelopment. Based on the findings of the report, the Township Council adopted an Area in Need of Redevelopment designation for these properties on March 10, 2015.

I.B Plan Overview

The Lackawanna Plaza Redevelopment Plan envisions the redevelopment of the existing Lackawanna Station shopping center and adjoining parcels in the Redevelopment Area with a mix of land uses and the addition of new buildings, including a new supermarket and housing. An overarching goal of this Plan is to further the Township of Montclair’s planning goals by promoting mixed-use, Smart Growth redevelopment at strategic nodes in Montclair Center. Rehabilitation and adaptive reuse of historic buildings and historic structures on the site are essential aspects of the Plan. As more specifically addressed in Section III.F, the Plan requires that the design incorporates the historic structures and features of the site in order to preserve the site’s heritage as a railroad terminal and gateway to Montclair. Further discussion of the objectives of this plan is contained in Chapters 3 and 4.

I.C Redevelopment Area Boundaries

As shown in Figures 2 and 3, Aerial, the Redevelopment Area is bounded to the north by Glenridge Avenue; to the east by Block 4202, Lots 2 and 5; to the south by Bloomfield Avenue; and to the west by the street called Lackawanna Plaza, Greenwood Avenue and Block 3213, Lot 1. Grove Street runs in a north-south direction through the Redevelopment Area.

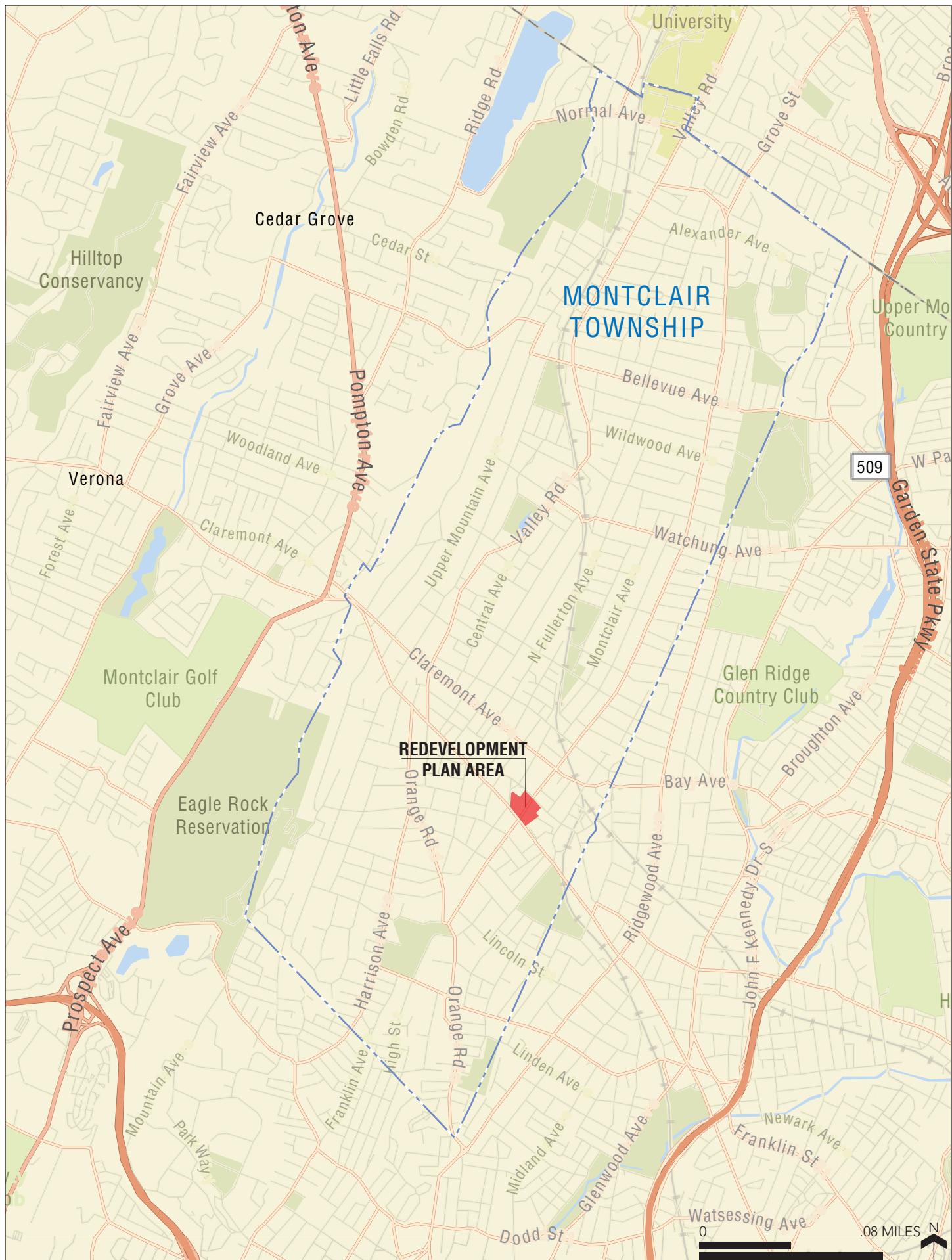


FIGURE 1: LOCATION Lackawanna Plaza Redevelopment Plan | Township of Montclair, NJ
PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC 2023

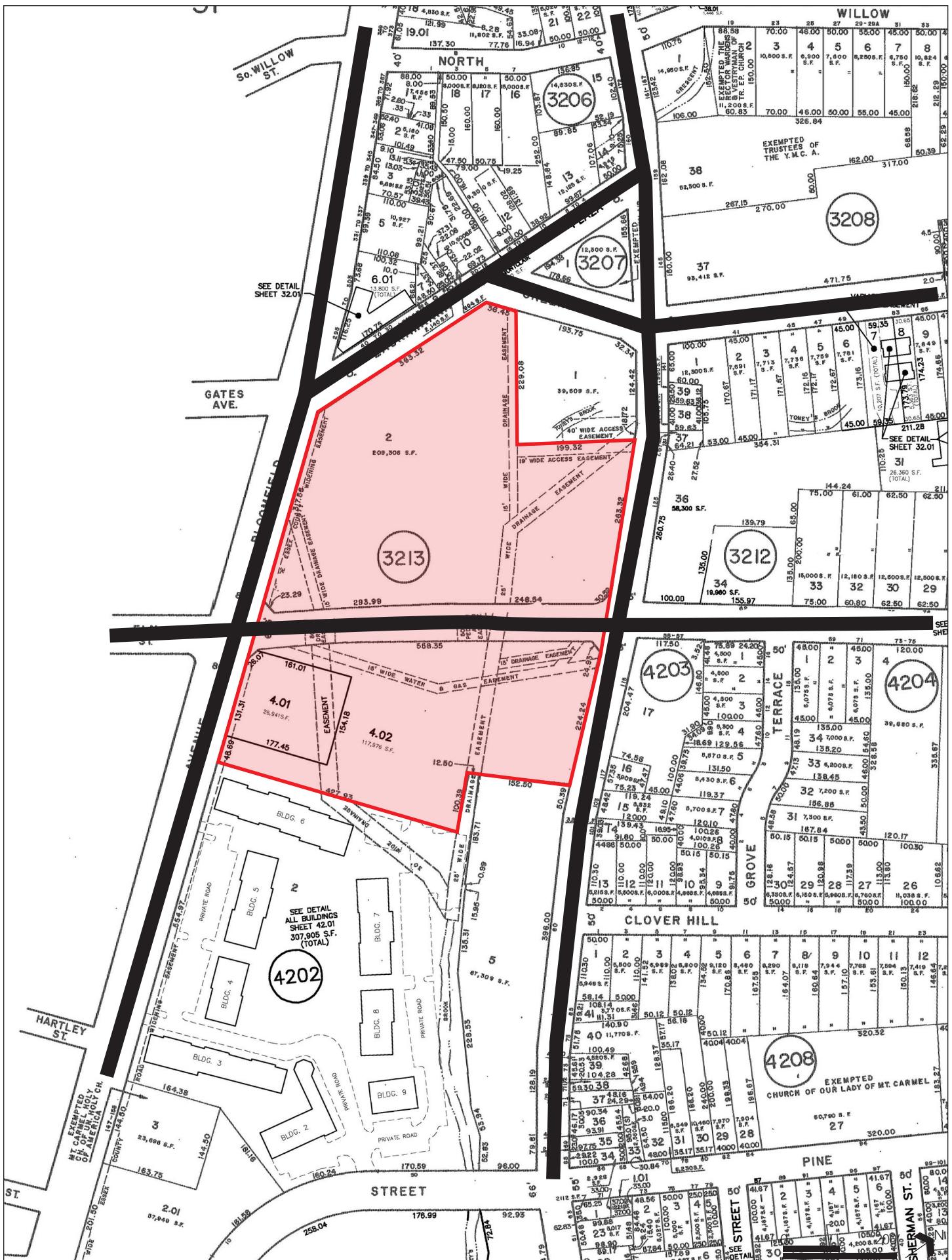


FIGURE 2: TAX MAP Lackawanna Plaza Redevelopment Plan | Township of Montclair, NJ
PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC 2023

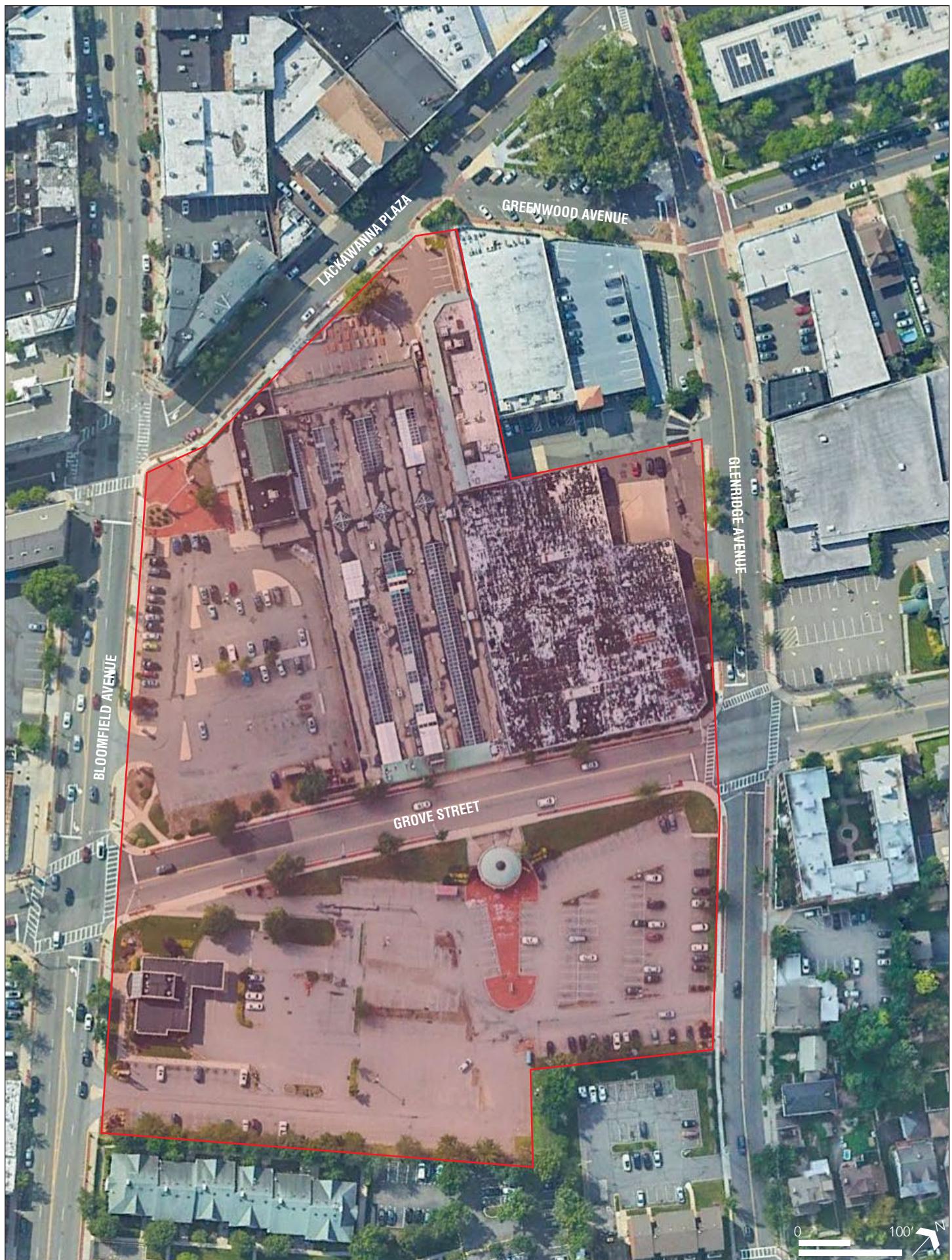


FIGURE 3: AERIAL Lackawanna Plaza Redevelopment Plan | Township of Montclair, NJ
PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC 2023

I.D Context

I.D.1 Site

The Redevelopment Area is over eight acres in area and consists of three tax lots. The area is characterized by a large amount of surface parking, with substantial setbacks on the north side of Bloomfield Avenue. The combination of significant setbacks from the street, abundance of surface parking and the low-scale one-story buildings are not characteristic of downtown Montclair. For the purposes of this plan, the Redevelopment Area has been divided into two “parcels” separated by Grove Street.

On the west side of Grove Street, Block 3213, Lot 2 (the “west parcel”) is 4.79 acres in area and includes a historic train station building now occupied by a restaurant, a vacant approximately 20,000 square foot office building, a vacant former Pathmark supermarket and an enclosed, nearly abandoned shopping mall. The former Delaware Lackawanna & Western railroad terminal located on the west parcel was originally constructed in 1913. Train service to the terminal ended in 1981 when the station was relocated a short distance to the east. A few years later, the former terminal was expanded and converted to use as a shopping mall anchored by a supermarket. A number of historic components of the 1913 terminal were retained in this renovation, including the waiting room building, certain of the steel stanchions which historically supported the concrete canopies that sheltered the train platforms, an ornamental horse watering trough and a staircase connecting the former track level to Grove Street. This shopping center has declined over the years and is now largely vacant. As depicted in Figure 4, the Lackawanna Plaza Redevelopment Area is within the Township’s Town Center Historic District and the railroad terminal is listed on the National Register of Historic Places.

The property on the east side of Grove Street, Block 4202, Lots 4.01 and 4.02 (the “east parcel”), is 3.44 acres in area. It is developed with surface parking serving the retail uses on the west parcel. A pedestrian tunnel under Grove Street connects the development on the west parcel with the parking lot on the east parcel. A freestanding drive-through branch bank on a separate tax lot (Lot 4.02) was added in recent years at the intersection of Bloomfield Avenue and Grove Street.

As illustrated in Figure 5, the topography of the property creates a bowl in which the lowest point is near the existing pedestrian underpass, which is roughly 11-12 feet – approximately equivalent to one typical residential story – below Grove Street. From certain points within Bloomfield Avenue, the central portion of the property is roughly 8-10 feet lower in elevation. Similarly, the elevation at the intersection of Glenridge Avenue and Grove Street is approximately 8 feet higher than the low point of the property. This bowl-like condition of the property makes it suitable to accommodate additional building mass in a manner that minimizes apparent bulk as viewed from the surrounding area and thereby provides additional open space opportunities within the property.

The area north of the subject property is located within a flood hazard area as shown in Figure 6. According to the current owner of the subject property and the owner of the adjacent property at One Greenwood Avenue (Block 3213, Lot 1), a portion of the Redevelopment Area appears to be located in a flood hazard area pursuant to the recently amended Flood Hazard Area Control Act regulations, which were effective July 17, 2023. This area is depicted as a proposed flood hazard area on Figure 6. The precise regulatory limits of the flood hazard

area will be confirmed by NJDEP and the implementation of the Redevelopment Plan within the flood hazard area will be subject to NJDEP permitting requirements.

The property is traversed by multiple stormwater, water and gas lines. Among other things, what was Toney's Brook was rerouted into an underground concrete culvert that is 8.5 feet tall and 20 feet wide which follows Glenridge Avenue and crosses the northeast corner of Lot 4.02 in Block 4202. This culvert was relocated to its present location as part of the improvements to the site in the 1980's. The drainage easements include a 15-foot wide/5-foot tall culvert; a 15-foot wide/7-foot tall culvert; a 7.5-foot wide/4.5-foot tall culvert; and a 36-inch pipe. An easement containing a water and gas line is located on the east parcel.

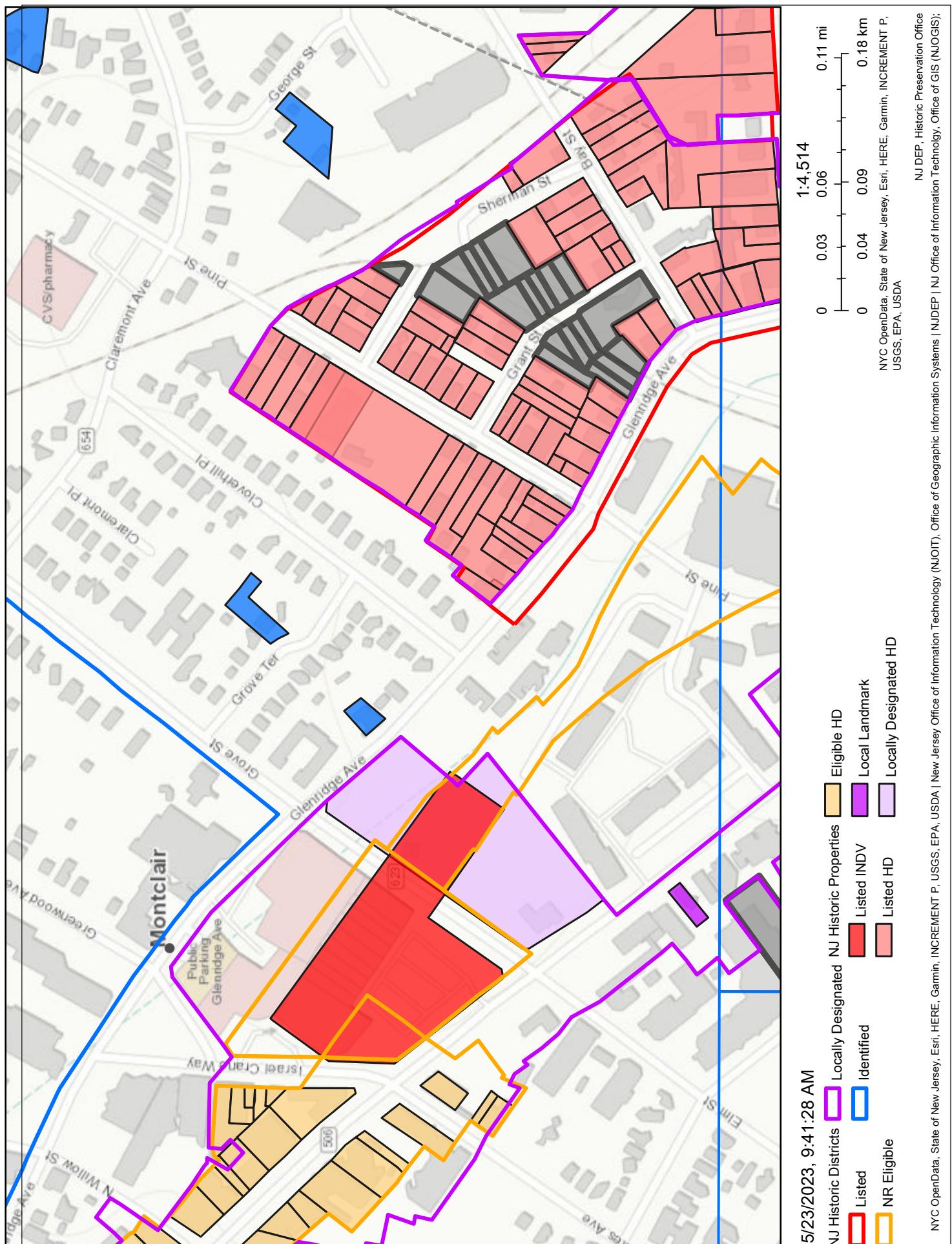


FIGURE 4: HISTORIC DESIGNATIONS Lackawanna Plaza Redevelopment Plan | Township of Montclair, NJ PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC 2023

Technology, Office of GIS (NJOGIS);

NJ DEP, Historic Preservation Office

NYC OpenData, State of New Jersey

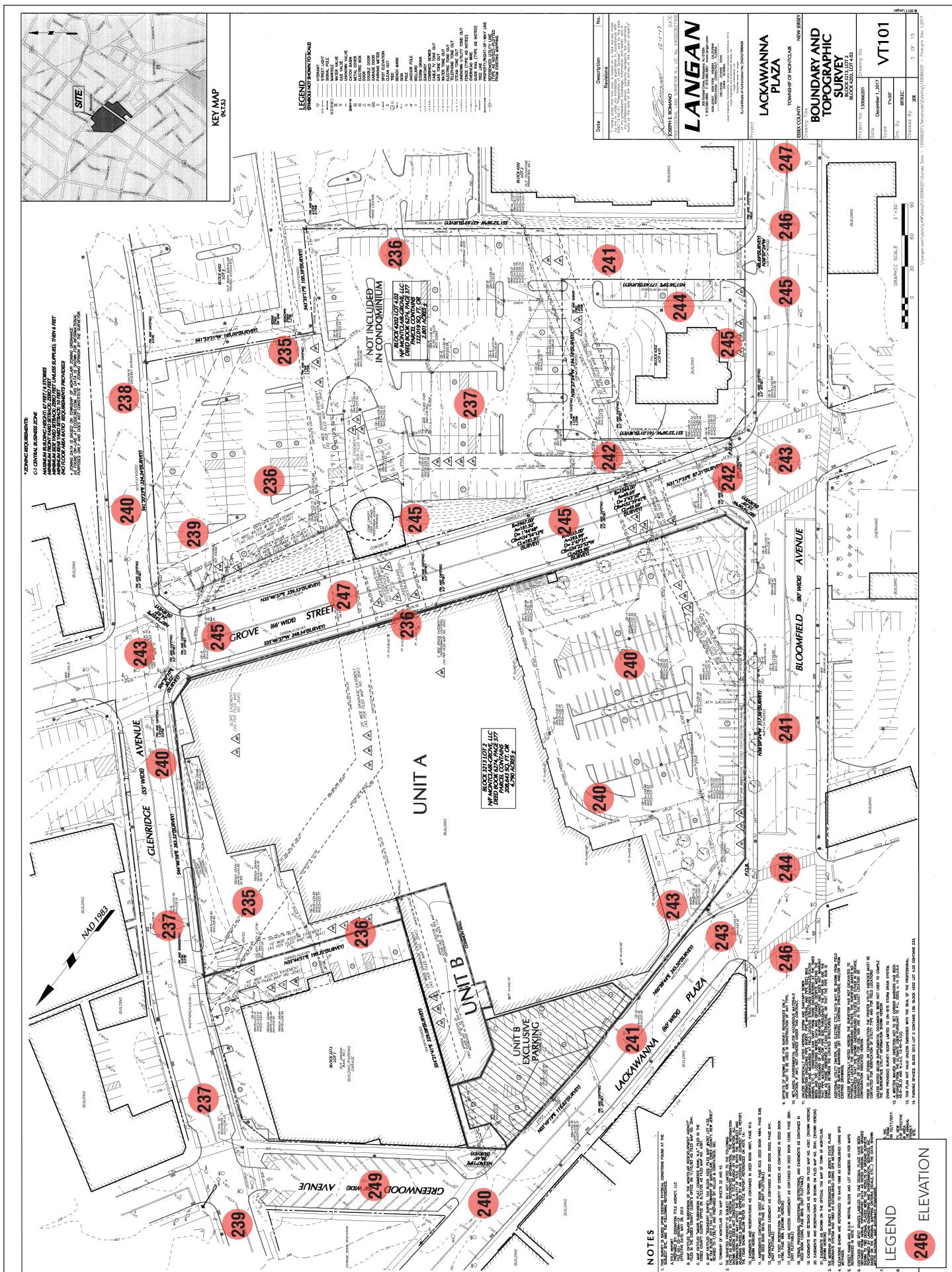


FIGURE 5: EXISTING TOPOGRAPHY Lackawanna Plaza Redevelopment Plan | Township of Montclair, NJ
PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC 2023



FIGURE 6: PROPOSED FLOOD HAZARD AREA DESIGNATION

Lackawanna Plaza Redevelopment Plan | Township of Montclair, NJ

PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC 2023

SOURCE: Montclair Township Department of Planning and Community Development

I.D.2 Surrounding Area

The Redevelopment Area is located at the crossroads of two major roadways, Bloomfield Avenue and Grove Street. The site sits just east of the core of Montclair Center, the Township's central business district. New Jersey Transit's Bay Street Station on the Montclair-Boonton railroad line is a short distance to the east. A diverse mix of uses is located in the vicinity of the site, including retail and other commercial, residential, office, public and institutional uses. Adjacent institutional uses include the Geyer Family YMCA and the post office on Glenridge Avenue, as well as the Charles Bullock School on Grove Street. Union Gardens, located at the corner of Greenwood Avenue and Glenridge Avenue, is a 4-story multi-family building containing 87 dwelling units. The Montclair Mews, a gated residential community developed in the 1980's and 1990's, is located directly east of the redevelopment area and is comprised of a mix of two- and three-story townhouses and multi-family buildings.

Crane Park, located at the corner of Glenridge Avenue and the street called Lackawanna Plaza, provides an attractive gathering space and focal point for this area. The west side of the street called Lackawanna Plaza and Bloomfield Avenue contain commercial and mixed-use buildings ranging between 1- and 3-stories in height. The buildings along the west side of the street called Lackawanna Plaza, which were originally occupied by automotive and light industrial uses, have been adapted in recent years to commercial and mixed-use buildings.

The site has frontage on two county roads, Bloomfield Avenue and Grove Street. The neighborhoods and commercial areas around the Redevelopment Area have been considered in the preparation of this Redevelopment Plan, with particular emphasis on minimizing potential impacts on surrounding areas from the redevelopment of the Redevelopment Area. The Redevelopment Plan considers the need for off-site improvements and mitigation.

I.D.3 Master Plan Recommendations

The Unified Land Use and Circulation Plan Element of the Township's Master Plan was recently amended and discusses the Redevelopment Area. The Unified Plan recommends creating a redevelopment plan for Lackawanna Plaza that supports the revitalization efforts for the Lackawanna Plaza area and notes that a key component of this redevelopment plan is balancing preservation of the historic Lackawanna train station with providing a new state-of-the-art supermarket.¹ This redevelopment area is one of several strategic development nodes along the Bloomfield Avenue corridor that advances several objectives of the Unified Plan, including the following:

- Promote the use of form-based code to provide greater regulation of building bulk and form and to “concentrate density in appropriate nodes along Bloomfield Avenue and then reduce allowable uses and densities as one approaches adjacent neighborhoods.”

¹ Unified Land Use and Circulation Plan, revised June 2021, p. 75.

- Utilize density bonuses as a tool to ensure that development greater than the currently permitted height and density shall require complementary public improvements. Associated improvements tied to density bonuses may include, but are not limited to, sidewalk/pedestrian infrastructure upgrades, bicycle infrastructure, and public open space.²
- Enact land use regulations that promote sustainable development patterns” that ³:
 - directs “growth and development to where it is most beneficial (the train station areas and commercial districts) while simultaneously easing development pressure where it is least desirable (the residential neighborhoods”
 - Uses form-based code, or similar standards to ensure that new construction allows for appropriate levels of density in a walkable format that will enliven these centers, promote transit use, and is consistent with each center’s unique character.
 - Uses density bonuses and maximum height allowances to ensure that new development provides complementary public improvements.

The Master Plan suggests a flexible approach to redevelopment, stating that “activity nodes are not and should not be uniform. Instead each node should be developed in a manner that is sympathetic to the character and scale of its surrounding areas while allowing construction to meet market demand.”⁴

The Unified Plan places properties that have not been redeveloped within the Montclair Center Downtown (C2) land use classification which recommends lower-scale compact development, with a maximum height of 4-stories and a maximum height of 47 feet. Many recommended features of the Redevelopment Plan fulfill objectives of the Master Plan for areas with the C2 classification:

- New development will front on Bloomfield Avenue and thus will be supported by high quality public realm amenities needed to carry a large volume of bus, bicycle, pedestrian and automotive traffic. An important objective for this district is to encourage continued investment in buildings, while maintaining the historic character and scale of the area. Adaptive reuse of buildings is encouraged.
- The density and height allowances in Montclair Center Downtown will permit increased commercial, office and residential development at a scale that is harmonious with the existing form. It will permit construction that ensures the existing fabric is not overwhelmed with new construction.
- Appropriate land uses include regional and local retail, Class A office space, residential elevator flats, regional entertainment venues, mixed-use buildings and structure parking. Flexibility in land uses reflect changing market conditions, yet continue to maintain a vibrant downtown.
- Maximum density of 55 dwelling units per acre.

² Unified Land Use and Circulation Plan, amended June 2021, p. 31.

³ Unified Land Use and Circulation Plan, amended June 2021, p. 28-29.

⁴ Unified Land Use and Circulation Plan, amended June 2021, p. 13.

- Street-to-building ratios are an option to ensure that new construction has similar vertical street walls heights as existing structures.
- New development should contribute to consistent street facades along Bloomfield Avenue while not drastically changing the character of well-established commercial corridors.
- Facades should be constructed with high quality materials while allowing for maximum first-story transparency.
- Buildings should use a blend of retail, office and residential uses with a high ratio of first-story windows. Residential and office development above retail stores is recommended.
- A mix and balance of uses that allows the district to be active during all times of the day and night is recommended.
- Parking should be to the rear of buildings within new parking decks and garages faced with liner buildings of retail and residential uses.
- The Master Plan calls for affordable housing goal of “20 percent of all dwelling units in projects creating five or more new units must be affordable. It also recommends that “in order to implement this goal, the Township should investigate zoning and/or other compensatory benefits that make the 20% set aside achievable. Additional “workforce housing” strategies that seek to provide housing for households earning 80% to 120% of area median income should also be investigated. Increases in density suggested by this Unified Plan could be considered as a compensatory benefit sufficient to support the required affordable housing set aside. The affordable units should be woven into the fabric of the new developments rather than developed in stand-alone projects.”⁵
- Significant gaps exist in the fabric of Bloomfield Avenue around Lackawanna Plaza They are currently underutilized and do not encourage pedestrian activity along the corridor.⁶
- “The Township should investigate the feasibility of using density bonuses as a tool to ensure that development greater than the currently permitted height and density shall require complementary public improvements.”⁷
- Redevelopment plans should address the following⁸:
 - Encourage short-to-medium length blocks and when long blocks are necessary, require publicly accessible cut-throughs.
 - Require that buildings front onto streets.
 - Establish strong building-street connections.
 - Ensure that buildings contribute to a continuous succession of facades.
 - Discourage off-street parking from fronting onto or being visible from the street.

⁵ Unified Land Use and Circulation Plan, amended June 2021, p. 46-47.

⁶ Unified Land Use and Circulation Plan, amended June 2021, p. 68.

⁷ Unified Land Use and Circulation Plan, amended June 2021, p. 31.

⁸ Unified Land Use and Circulation Plan, amended June 2021, pp. 32 – 33.

- Give developers incentives to provide their residents with alternatives to individual car ownership.
- Establish appropriate sidewalk widths.
- Define permitted uses according to generic categories.
- Ensure that high-quality pedestrian amenities are provided.
- Encourage public realm and private development that maintains the scale and character inherent in the diverse and historic neighborhoods of the Township.
- For parking, the Unified Plan strongly encourages shared parking “to maximize existing and future parking supply within the business districts.” It notes that “shared parking strategies are best applied in business districts that have a mix of land uses, because the concept of shared parking is based on the premise that different uses require parking at different times of the day.”⁹

In addition, the plan is consistent with the Township’s 2016 Master Plan Reexamination Report which maintained the policies in the Unified Land Use and Circulation Plan, but recommended the following new policies:

- Creating opportunities for open space in the central business district through use of increased setbacks and establishment of a parklet program;
- Continuing to support the creation of affordable housing through inclusionary development;
- Encouraging the use of renewable energy facilities and green building design;
- Establishing a mandatory 1% development fee for public art program;
- Creating a parking fund whereby applicants receiving parking deficiency variances pay a fee which will be used for parking improvements in the community;
- Evaluating alternatives to a shuttle bus that are more financially viable; and
- Continuing to support the installation of appropriate traffic calming devices in all commercial districts to improve mobility and pedestrian safety.

The above policies provide the framework for the land use and design standards set forth in this Redevelopment Plan.

I.D.4 Relationship to Montclair Zoning Ordinance

The Redevelopment Area is currently located in the C-1 Central Business zone district, which has two subdistricts. The west parcel is located in the Central Business-Center Area subdistrict and the east parcel is located in the Central Business-Community Area subdistrict. The existing zoning of the Redevelopment Area generally allows for the mix of uses found in the area and allows for a maximum building height of up to 67 feet and six stories, and a maximum density of 55 units per acre. The West Property is located in the C-1 Center zone which promotes traditional downtown shopping opportunities and prohibits residential and office uses on the first floor. The East Property is located in the C-1 Community zone which permits residential and

⁹ Unified Land Use and Circulation Plan, revised through June 2021., p. 34.

office uses on the first floor. Under the existing zoning, the 8.23-acre Lackawanna Plaza property could be developed for a total of 452 dwelling units if all of the existing commercial buildings, including the historic train station, are demolished and replaced with residential development.

This Redevelopment Plan shall supersede all provisions of the Zoning Ordinance of the Township of Montclair, except where specific provisions of the Zoning Ordinance are expressly indicated as being applicable within this Redevelopment Plan. Adoption of this Plan by the Township Council shall be considered an amendment to the Township of Montclair Zoning Map.

II GOALS AND OBJECTIVES

Process: This Plan builds on the knowledge gained from preparing a draft redevelopment plan for the property in 2017 which involved four public community meetings and multiple meetings with stakeholders over a two-year period. It also builds upon the experience gained from the site plan review process for a development application for this property that was approved in 2019. The Plan also is based on a recognition that the area is most in need of a supermarket as evidenced by the New Jersey Economic Development Authority (“NJEDA”) identifying the Lackawanna Plaza Area as being within a census tract group that is among the 50 food desert communities in the State.

Vision: This Plan envisions the redevelopment of the Redevelopment Area with a mix of uses that enlivens the eastern end of Montclair Center. The Plan includes standards for high-quality, pedestrian-oriented design, while respecting the historic character of the original Lackawanna Railroad Terminal site, including the Lackawanna Terminal Waiting Room and additional historic features and structures.

The Plan advances many of the objectives of the Unified Land Use and Circulation Plan, as follows:

- The Unified Plan encourages new development and a mix of uses at strategic nodes, using form-based code to achieve high-quality development that fits within the neighborhood context (p. 41).
- The Unified Plan encourages the use of public art to strengthen the “sense of place” and to highlight the heritage and character of neighborhoods (p. 54).
- The Unified Plan also recommends identifying areas that are appropriate for new office districts (p. 54).
- Larger development projects should include an evaluation of the impact of the proposed development to the local infrastructure (p. 60).
- Building stepbacks should be required to ensure that increased density allowances do not result in cavernous streets that block light and air (p. 86)

II.A Overall

- Make the Redevelopment Area less of a barrier, and better connect it to the surrounding community.
- With the supermarket envisioned at the center of the Area, the Plan is designed to overcome the lack of visibility that the Township Council recognized in a 2014 Resolution was the reason for the failure of the former supermarket and mall.
- Create a vibrant place with a mix of uses that bring activity to the Redevelopment Area.
- Promote redevelopment opportunities that create a positive fiscal impact on Montclair, which will complement existing uses in the vicinity and improve the streetscapes within the Redevelopment Area.
- Provide a regulatory framework that fulfills the Township's vision for the Redevelopment Area while accommodating market preferences and reasonable economic factors.
- Preserve and enhance historic aspects of the Redevelopment Area through preservation and appropriate new development.
- Coordinate redevelopment efforts for the entire Redevelopment Area to minimize disturbance to surrounding residences and businesses during construction.

II.B Land Uses

- Provide a land use mix that results in a sustainable positive fiscal and social impact for the Township of Montclair.
- Ensure that one of the uses is a supermarket and encourage supportive food-related uses.
- Provide stores and services for local residents and workers while also drawing patrons from the broader community.
- Provide plazas and public gathering spaces at key locations, connected by walkways to and through the site.
- Provide mixed, multi-generational housing opportunities, with a variety of unit sizes ranging from small micro-units to larger three-bedroom units.
- Provide affordable housing, including workforce housing.
- Adaptively reuse historic elements into the redevelopment project.
- Encourage shared parking in structures that are hidden from view.
- Create programmable outdoor spaces that provide for year-round multicultural and multi-generational events.

II.C Design

- Require high-quality design and building materials that complement historic local design and materials.
- Provide visual breaks and pedestrian connections through the Redevelopment Area.
- Provide bulk and setback regulations that allow reasonable development but reduce building mass and minimize impacts on adjoining areas.
- Promote high-quality architectural design of new buildings that complements existing historic buildings in the Redevelopment Area and vicinity.
- Create an inviting and attractive pedestrian-oriented atmosphere at the sidewalk level.
- Enhance the public realm by providing an attractive and welcoming pedestrian environment through active first story uses and public spaces.
- Minimize the amount of street frontage devoted to driveways, parking garages and loading areas.
- A more specifically addressed in Section III.F, preservation and adaptive reuse of historic features and structures on the site is required to the extent possible.
- Establish view corridors that protect the visibility of important historic features.

II.D Mobility and Circulation

- Improve safety for all modes of travel and circulation - vehicles (cars, buses, taxis), pedestrians (patrons/shoppers, commuters, young and old), and bicycles.
- Provide multiple pedestrian connections to and through the Redevelopment Area that creatively use lighting, landscaping and design to create a pleasant walking experience.
- Improve connections to train stations and transit service.

- Activate Grove Street, making it less of a barrier and more of a connector for both sides of the development.
- Minimize traffic impact through appropriate design of driveways and parking and traffic calming improvements on area roadways.
- Provide a two-way bike lane along Glenridge Avenue as part of the Township's planned bikeway connecting the Essex Hudson Greenway to Bloomfield Avenue.
- Preserve the pedestrian tunnel under Grove Street and ensure that it is accessible to the public.
- Comply with all relevant local, state and federal building code regulations and as required by the Americans with Disabilities Act (ADA) to provide accessibility to public and private spaces in the Redevelopment Area.

II.E Environmental Sustainability

- Encourage economic benefits through green site design, including green solutions to storm water management and use of pervious pavement.
- Reduce dependency on solo automobile trips by leveraging the Township's transit assets and encouraging walking and biking.
- Encourage active and passive "green" building technologies.
- Ensure the redevelopment project is compatible with the carrying capacity of the utilities servicing the Redevelopment Area.

III LAND USE AND DEVELOPMENT PLAN

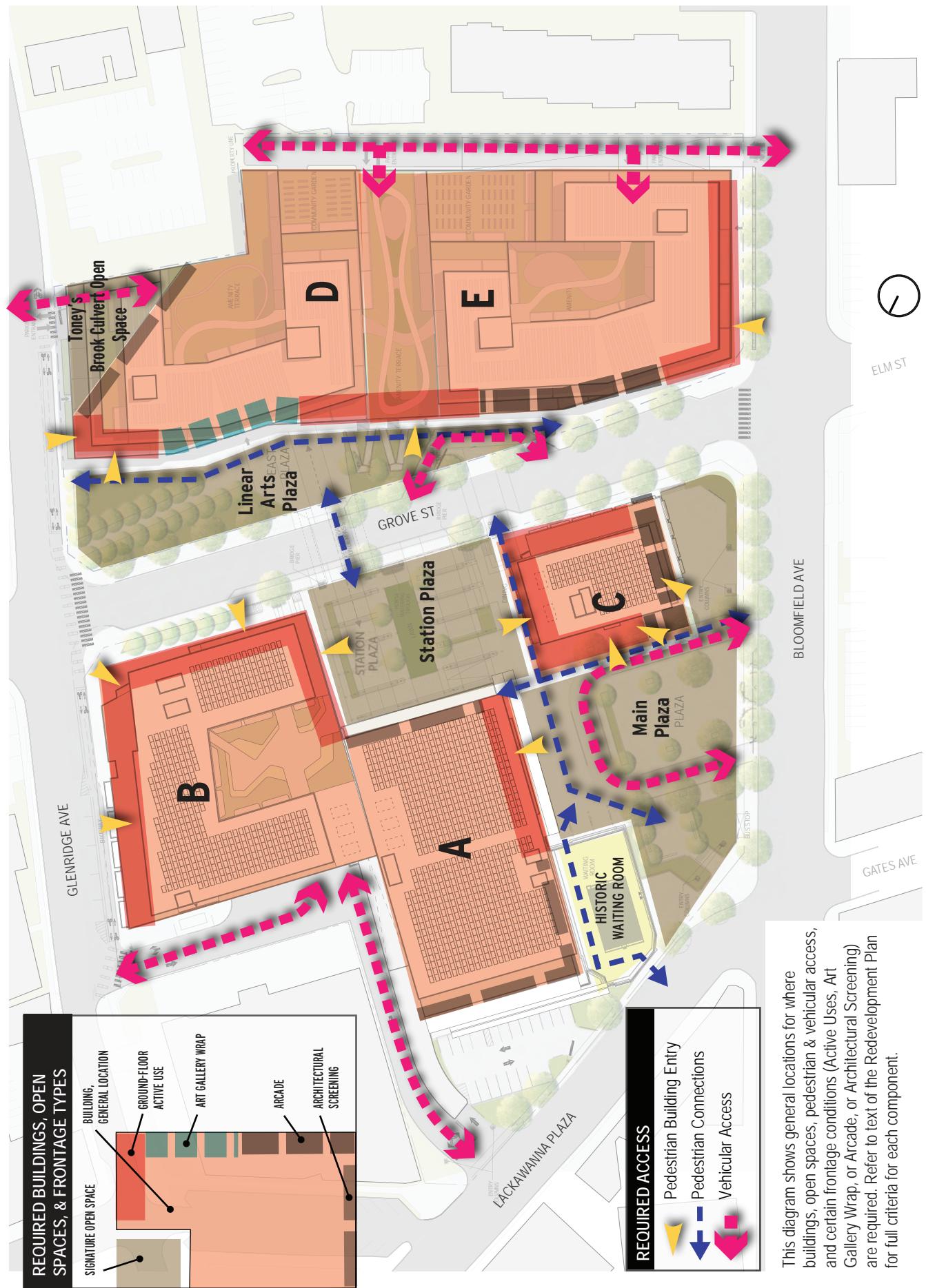
III.A Notes on Plan Terminology

Throughout this Redevelopment Plan, a meaningful distinction is made between “shall” and “should.” “Shall” or “must” means that a developer is required to comply with the specific regulation. “Should” means that a developer is encouraged to comply but is not required to do so. If the exact recommendation cannot be met, the Planning Board will entertain any modification that meets the underlying spirit and intent of the regulation and/or the Redevelopment Plan generally.

In this Plan, the areas on either side of Grove Street are referred to as the West Side and East Side.

III.B Regulating Plan

Figure 7, Regulating Plan, is referenced further below in the text, and represents in a general sense the overall configuration of buildings, open spaces, and circulation in the Redevelopment Area. It is not intended to depict an exact footprint of buildings, the exact size of required Signature Open Spaces, or the precise location of building and parking entries. Rather, it illustrates the major spatial patterns of the development. Additional details about these elements are provided below in Sections III.D.3, Yield, Height, Setbacks and Stepbacks; III.D.4, East Side: Separation between Residential Towers; III.D.8, Signature Open Spaces; III.D.9, Pedestrian Connections and Underpass; III.E.1, Pedestrian Entries and Transparency; III.E.2, Active and Engaging Building Frontages; and III.G.2, Private Open Spaces.



This diagram shows general locations for where buildings, open spaces, pedestrian & vehicular access, and certain frontage conditions (Active Uses, Art Gallery Wrap, or Arcade, or Architectural Screening) are required. Refer to text of the Redevelopment Plan for full criteria for each component.

FIGURE 7: REGULATING PLAN Lackawanna Plaza Redevelopment Plan | Township of Montclair, NJ
PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC 2023

III.C Development Standards

III.C.1 Intent

WEST SIDE

- Provide a new state-of-the-art supermarket with modern amenities, including extensive prepared food offerings and area with dining tables and chairs.
- As more specifically addressed in Section III.F, maintain and protect existing historic resources including the historic station Waiting Room and the Terminal Shed. Encourage reuse of historic features such as the illuminated perimeter Masonry Piers, Horse Water Trough, and Train Platform Canopies with their distinctive concrete roofs and supporting steel columns (aka “stanchions”). Preserve all such elements in their current location or relocate to other suitable locations on site as permitted in this Plan.
- As more specifically addressed in Section III.F, preserve elements of, and views to, what remains of the Terminal Shed, the covered passage facing Lackawanna Plaza (the road), extending north from the historic station Waiting Room building to the historic location of the train tracks. Any new building bordering the Terminal Shed and Waiting Room shall be set back and separated in order to accentuate the Terminal Shed and the historic Waiting Room building.
- Provide open space between the supermarket and Bloomfield Avenue in a manner that will preserve sight lines to the historic station Waiting Room building.
- Provide a well-designed circulation pattern through the Redevelopment Area, offering views of different historic features of the site.
- Provide windows on the supermarket frontage facing Bloomfield Avenue.
- Require all loading to occur onsite and in a manner that hides the loading and mechanical equipment from adjacent streets or use design features intended to mitigate impacts on the view.
- Require an activated street frontage and attractive buildings facades along Grove Street and Glenridge Avenue.
- Prohibit surface parking between buildings and Bloomfield Avenue, except for limited short-term parking and pick-up and drop-off activities.
- Limit vehicular access from Bloomfield Avenue and Grove Street to right-in/right-out movements to maintain safe traffic flow.
- Permit vehicular access from Bloomfield Avenue (maximum of one curb cut or two curb cuts for one-way circulation), Lackawanna Plaza (maximum of two curb cuts) and Glenridge Avenue (maximum of two curb cuts).
- Continue to utilize the existing small parking lot on the street called Lackawanna Plaza.
- Relocate the existing taxi stand from the street called Lackawanna Plaza.
- Require traffic calming improvements such as bumpouts and enhanced crosswalks to improve pedestrian safety in locations adjacent to the buildings in the Redevelopment Area.

EAST SIDE

- Allow multifamily residential development above a mix of parking, retail and supporting uses, with generous setbacks from Grove Street.
- Provide on-site recreation for residents of the development.
- Permit complementary nonresidential uses, such as office and retail uses.
- Activate the Grove Street frontage with active public spaces and uses.
- Permit vehicular access from Bloomfield Avenue (maximum of one curb cut), Grove Street (maximum of two curb cuts) and Glenridge Avenue (maximum of two curb cuts).
- Create a pick-up and drop off on the East side of Grove Street.
- Maintain emergency fire access to adjacent properties to the east.
- Require traffic calming improvements such as bumpouts and enhanced crosswalks to improve pedestrian safety.

III.C.2 Permitted Uses

PERMITTED PRINCIPAL USES

- Supermarkets
- Multi-family residential dwellings
- Offices, including general or business, professional, government, and medical offices
- Community meeting rooms and other indoor civic space for public use
- Retail
- Event and exhibition spaces
- Restaurants and other eating and drinking establishments, with the exception of drive-through restaurants, including a food court or events spaces associated with the arts and entertainment industry subject to the prohibitions contained in the zoning ordinance, that feature small scale music or other performance spaces
- Brewpubs, distilleries, or other similar direct to consumer retail establishments
- Banks and other financial institutions
- Educational establishments
- Health or fitness clubs
- Art studios and galleries
- Public open space including plazas, parks, and other passive recreation areas
- Businesses conducted in a structure, kiosk, or mobile enclosure, within an arcade or open space, with utility infrastructure in place to support programming and events on a temporary or permanent basis, for activities that activate the street level experience, such as: food trucks / food vending, retail kiosks, pop-up markets, community fairs and outdoor art installations

PERMITTED CONDITIONAL USES

- Short-term rental units, meaning multifamily dwelling units that may be suites, for rental to the public with or without meals. Accessory services and amenities offered by the facility, for the use of occupants of short-term rental units, shall be available to all dwelling units in the building and may include, but not be

limited to: (a) indoor facilities and services consisting of a leasing center, front desk with package delivery storage, lobby/lounge/gallery, maintenance facilities, and a business center (which shall contain a business lounge, computer center, telecommunications facilities), and fitness center; and (b) outdoor amenities consisting of a courtyard, meeting areas with outdoor furniture, and barbecue facilities. Other permissible amenities include a restaurant and/or café, spa and/or retail sales, and indoor storage facilities. Short-term rental units shall be subject to a municipal hotel occupancy tax in accordance with the terms of the Redevelopment Agreement. None of the required affordable or workforce housing units shall be short-term rental units.

Short-term rental units shall be subject to the following conditional use requirements.

- The suites/occupancy units shall be contracted for no less than 3 days and no longer than 90 days.
- The maximum number of such short-term rental units shall be not more than 10 percent of the market-rate dwelling units in the Redevelopment Area.

PERMITTED ACCESSORY USES AND STRUCTURES

- Off-street parking facilities
- Electric vehicle charging stations
- One residence per building for a maintenance or supervisory employee
- Outdoor dining and sidewalk dining seating areas for adjacent restaurants, bars, and other food-related uses
- Art installations
- Other uses that are customarily accessory to the permitted principal use, provided that they are subordinate to the principal use, do not change the character of the principal use, and serve only the principal use, including but not limited to:
 - Amenity spaces such as fitness centers, recreation or community rooms, game rooms, business centers, swimming pools and hot tubs, and locker rooms
 - Storage facilities and mail rooms
 - Bicycle parking facilities
 - Dog wash facilities
 - Outdoor deck and terrace amenity spaces

PROHIBITED USES

Drive-through facilities of any kind are prohibited, including those associated with banking, pharmacies, or restaurants

ANTICIPATED USE BY BUILDING

For purposes of clarity in this Redevelopment Plan, the following principal uses are anticipated for each of the five permitted buildings. This information is not binding and subject to change. The use of the Historic Station Waiting Room shall be limited to events, exhibitions and similar uses.

West Side

- Building A: office and supermarket
- Building B: residential, office and retail
- Building C: office and retail

East Side

- Building D: residential and retail
- Building E: residential and retail

III.D Bulk and Yield

III.D.1 Affordable and Workforce Housing Requirements

A total of 20 percent of all dwelling units for which a site plan is approved for development are required to be set aside as affordable for very low-, low- and moderate-income households. Calculation of the 20 percent set aside shall include all short-term rental units, but no short-term rental units shall be designated as an affordable unit. The affordable units shall be designed, marketed and administered in accordance with all applicable state and local affordable housing rules and regulations. Tenants of affordable units shall not be charged additional fees for parking and amenities.

In addition, 10 percent of all dwelling units for which a site plan is approved for development will be set aside as workforce housing, meaning the units will be affordable to households earning between 80 percent and 120 percent of the area median income (AMI). Calculation of the 10 percent set aside shall be based on dwelling units for which a site plan is approved for development including all short-term rental units, but no short-term rental units shall be designated as a workforce unit. AMI shall be based on the regional income limits approved annually by the Affordable Housing Professionals of New Jersey (AHPNJ). The marketing and administration of workforce housing units shall be identical to that of the low- and moderate-income units, except as modified by the terms of the Redevelopment Agreement. Other forms of benefits, both onsite and offsite, should be evaluated and explored. The Township's local preference requirement shall be applicable to all affordable and workforce housing dwelling units.

III.D.2 Impervious Lot Coverage

As a point of reference, the impervious coverage of the Redevelopment Area in its existing condition is approximately 88%. The impervious lot coverage for development pursuant to the Redevelopment Plan shall be less than the preconstruction impervious coverage, as measured for the entire Redevelopment Area as a whole.

Pervious paver systems shall be counted as pervious coverage for purposes of calculating impervious coverage.

III.D.3 Yield, Height, Setbacks and Stepbacks

NUMBER OF BUILDINGS

A total of five new buildings are permitted in the Redevelopment Area, designated "A" through "E," with building A, B, and C being on the West Side, and buildings D and E on the East Side.¹⁰ Buildings A and B

¹⁰ Technically, Buildings A and B and Buildings D and E may be considered single buildings per building code because they are physically connected. However, Buildings A and B and Buildings D and E are treated as separate buildings in this Redevelopment Plan for purposes of regulating the use, design and massing of each structure.

may be connected on the lower levels for purposes of parking circulation and service access. Buildings D and E may be connected on the lower levels as well, for purposes of parking circulation and service access.

MAXIMUM RESIDENTIAL YIELD

A maximum of 210 market-rate residential dwelling units are permitted within the Redevelopment Area. A minimum of 60 dwelling units, but no more than 20% of all units for which a site plan is approved for development, will be made available as affordable to very low-, low- and moderate-income households shall be provided. A minimum of 30 workforce housing units, but no more than 10% of all units for which a site plan is approved for development, shall be provided.

MINIMUM OPEN SPACE

Twenty percent (20%) of the overall Redevelopment Area shall constitute open space. Open space shall include all landscaped areas and hardscaped plaza areas.

SUPERMARKET

A supermarket with a minimum square footage of 30,000 square feet and a maximum square footage of 50,000 square feet of gross floor area shall be provided within Building A. A supermarket is defined as a large, self-service retail establishment selling a wide variety of food as well as other convenience and household goods which may include, but is not limited to, prepared foods for on-site and off-site consumption, flowers, gifts, pharmaceutical goods, cosmetics, pet supplies, pharmacies and eating areas.

MINIMUM NON-RESIDENTIAL GROSS FLOOR AREA

A minimum of 135,000 square feet of non-residential gross floor area shall be provided within the Redevelopment Area.

A minimum of 75,000 square feet out of the total requirement of 135,000 square feet of non-residential gross floor area shall consist of office space located within the West Side (Buildings A, B and C).

HEIGHT OF BUILDINGS.

Maximum permitted building height is provided in Table 1 below and also depicted in Figure 8, Height, Setbacks, and Stepbacks.

Measurement of Building Height

Building height in this Redevelopment Plan is controlled by two methods.

- *Building Line* - shall be measured from the mean finished grade along the building line to the deck level of a flat roof. “Mean” height shall be calculated at 10-foot intervals at the building line for the facades identified in Table 1 and illustrated in Figure 8.
- *Street Line* – shall be measured from the mean finished grade along the property line adjacent to the building façade to the deck level of a flat roof. “Mean” height shall be calculated at 10-foot intervals at the property line for the facades identified in Table 1 and illustrated in Figure 8.

Height Exceptions

Exceptions to the maximum height requirements in the Montclair Zoning Ordinance (Section 347-23) will be applicable to the Redevelopment Area. In addition, the maximum height of a penthouse/bulkhead for mechanical or circulation purposes shall be 15 feet above the deck height of the roof, except for cooling towers to be no higher than 20 feet which shall be set back a minimum of 20 feet.

Table 1 sets forth the maximum height requirements for the Redevelopment Area. These requirements are visually depicted in Figure 8.

Table 1. Maximum Height Requirements

BUILDING	STREET FRONTAGE	MAXIMUM NUMBER OF STORIES	MAXIMUM HEIGHT AT BUILDING LINE	MAXIMUM HEIGHT AT STREET LINE
A	BLOOMFIELD AVE	6	88.5 FEET	85 FEET
	GROVE ST	6 STORIES	89.5 FEET	80 FEET
	LACKAWANNA PLZ	6 STORIES	87 FEET	87 FEET
	HISTORIC WAITING ROOM	6 STORIES	88.5 FEET	N/A
	BLOCK 3213, LOT 1	6 STORIES	87 FEET	N/A
B	GLENRIDGE AVE	5 STORIES	76 FEET	76 FEET
	GROVE ST	6 STORIES	86 FEET	83 FEET
	BLOCK 3213, LOT 1	6 STORIES	86 FEET	N/A
C	BLOOMFIELD AVE	5 STORIES	75 FEET	74 FEET
	GROVE ST	5 STORIES	76 FEET	69 FEET
	MAIN PLAZA	5 STORIES	76 FEET	N/A
D	GLENRIDGE AVE	5 STORIES	67 FEET	67 FEET

BUILDING	STREET FRONTAGE	MAXIMUM NUMBER OF STORIES	MAXIMUM HEIGHT AT BUILDING LINE	MAXIMUM HEIGHT AT STREET LINE
	GROVE ST	5 STORIES	67 FEET	62 FEET
	TONEY'S BROOK CULVERT	5 STORIES	67 FEET	67 FEET
	EASTERLY PROPERTY LINE	5 STORIES	67 FEET	67 FEET
E	BLOOMFIELD AVE	5 STORIES	60 FEET	60 FEET
	GROVE ST.	5 STORIES	60 FEET	60 FEET
	EASTERLY PROPERTY LINE	5 STORIES	60 FEET	60 FEET

BUILDING SETBACKS AND UPPER-STORY STEPBACKS

Table 2 sets forth the minimum required building setbacks and upper-story stepbacks. These requirements are also depicted in Figure 8.

- A setback is the distance between the building and the property line. The only elements that may project into the minimum setback are ground-floor canopies and awnings and hanging signs, as well as Juliette balconies which are permitted to extend up to 3 feet into any required setback area.
- A stepback is the distance between the façade of the story that is stepped back to the outermost façade plane of the building. Juliette balconies and roof overhangs are permitted to extend up to 3 feet into any required upper-story stepback area.

TABLE 2. MINIMUM SETBACK AND STEPBACK REQUIREMENTS

BUILDING	STREET FRONTAGE	FIRST-STORY/GROUND FLOOR SETBACK	MID-STORY (2-4) STEPBACKS	UPPER-STORY STEPBACKS (5+)
A	BLOOMFIELD AVE	SEE FIGURE 9	8 FEET ¹¹	12 FEET
	GROVE ST	118 FEET	0 FEET	12 FEET
	LACKAWANNA PLZ	30 FEET	13 FEET	29 FEET
	HISTORIC WAITING ROOM	22 FEET ¹²	N/A	N/A
	BLOCK 3213, LOT 1	18 FEET	N/A	N/A
B	GLENRIDGE AVE	13 FEET	0 FEET	5 TH – 20 FEET 6 TH – 100 FEET
	GROVE ST	20 FEET	0 FEET	5 FEET
	BLOCK 3213, LOT 1	46 FEET	N/A	N/A
C	BLOOMFIELD AVE	38 FEET	0 FEET	10 FEET
	GROVE ST	2 FEET	0 FEET	0 FEET
	MAIN PLAZA	N/A	4 TH /5 TH – 18 FEET	

¹¹ A decorative architectural screen is required for stories 2-4 to screen the parking garage in Building A. The screen shall be permitted to project 2 feet into the required setback of 8 feet for stories 2-4. In addition, it is anticipated that a vertical circulation core containing elevator(s), stairs and/or escalators will be provided along the Bloomfield Ave façade of Building A. This element, which shall not exceed a linear width of 45 feet, shall be exempt from the mid-story stepback requirements for Building A.

¹² The 22 feet shall be measured from the double height face of the Historic Waiting Room Building to Building A.

BUILDING	STREET FRONTAGE	FIRST-STORY/GROUND FLOOR SETBACK	MID-STORY (2-4) STEPBACKS	UPPER-STORY STEPBACKS (5+)
D	GLENRIDGE AVE	10 FEET	15 FEET	25 FEET
	GROVE ST	10 FEET	0 FEET	10 FEET
	TONEY'S BROOK CULVERT	0 FEET	5 FEET	10 FEET
	EASTERLY PROPERTY LINE	0 FEET	5 FEET	10 FEET
E	BLOOMFIELD AVE	10 FEET	0 FEET	10 FEET
	GROVE ST.	10 FEET	0 FEET	10 FEET
	EASTERLY PROPERTY LINE	30 FEET	0 FEET	17 FEET

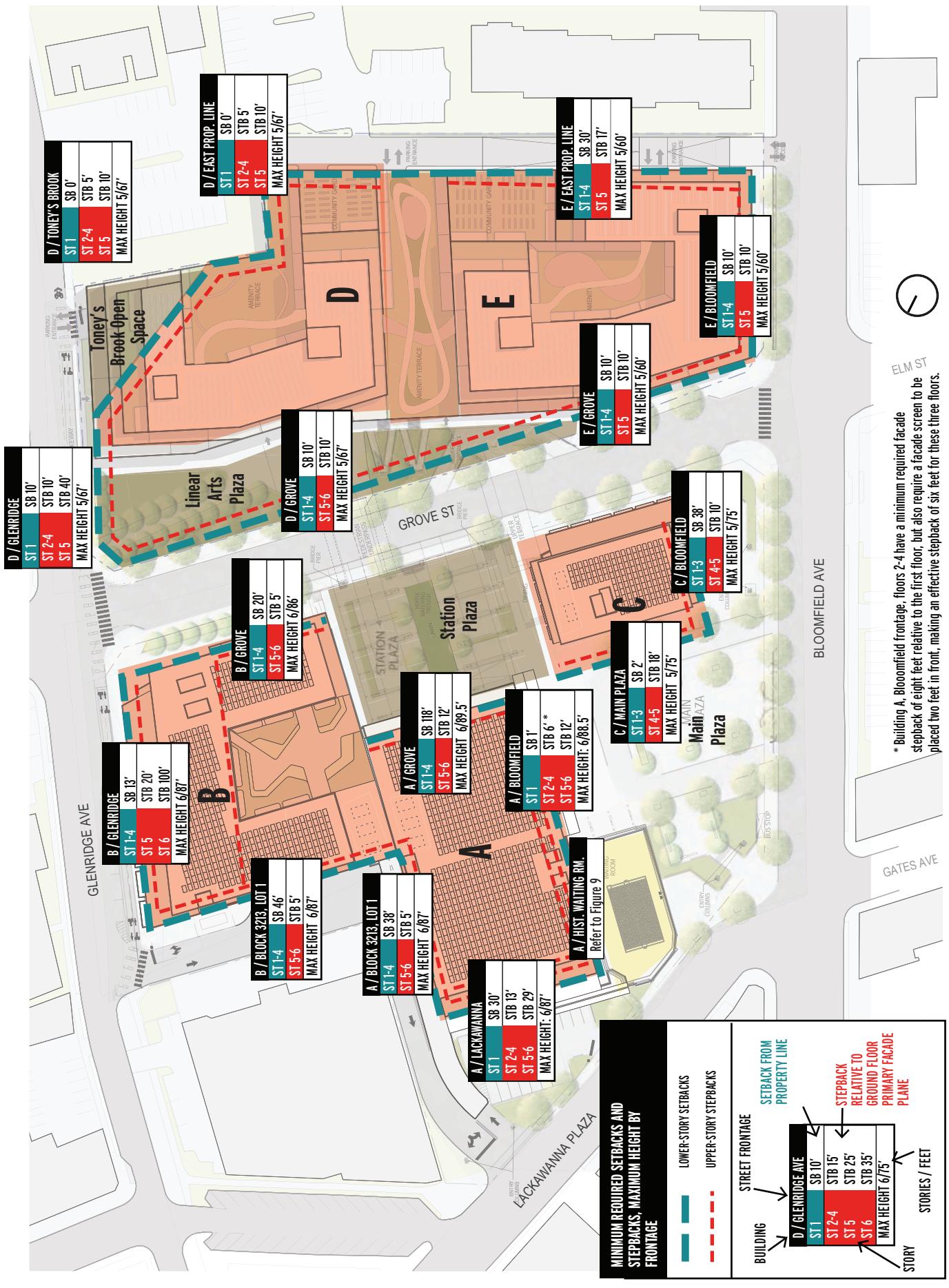


FIGURE 8: MASSING REQUIREMENTS

Lackawanna Plaza Redevelopment Plan | Township of Montclair, NJ

* Building A, Bloomfield frontage, floors 2-4 have a minimum required facade stepback of eight feet relative to the first floor, but also require a facade screen to be placed two feet in front, making an effective stepback of six feet for these three floors.

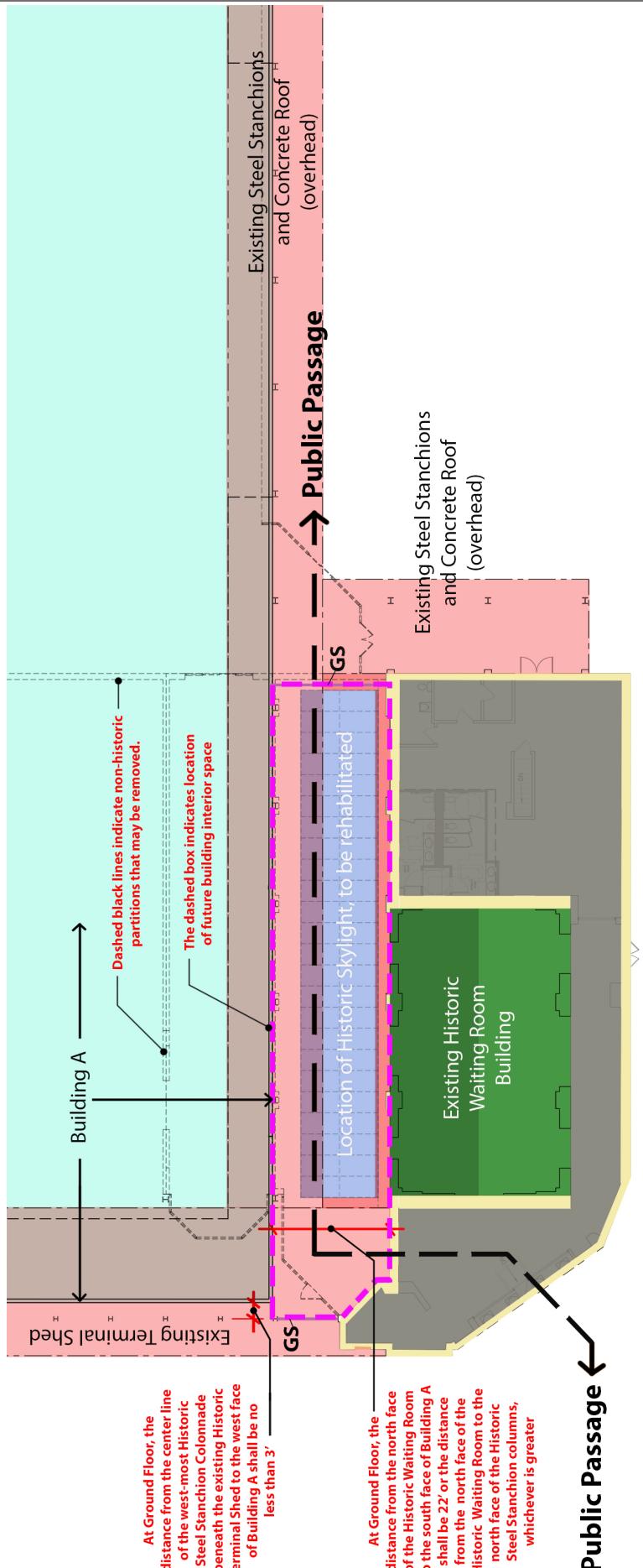


FIGURE 9: SETBACK REQUIREMENTS FOR HISTORIC WAITING ROOM AND BUILDING A | Lackawanna Plaza Redevelopment Plan | Township of Montclair, NJ
 PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC 2023
 SOURCE: smithmaran architecture+interiors llc

III.D.4 East Side: Separation between Residential Upper Floors

At least 50 feet of separation shall be provided for light and air between the upper residential floors (i.e., above the connected garage and common space) of Buildings D and E. This open area shall be landscaped and decoratively hardscaped as a private terrace open space for building residents. Amenity spaces with a high proportion of glazing in each residential tower should front onto the terrace open space in order to enhance visibility and create a sense of ownership.

III.D.5 Vehicular Parking Requirements

A determination of the actual parking requirement for the Redevelopment Area shall be based upon the shared parking opportunities provided by the mixed-use nature of the project. The redeveloper shall be required to submit a shared parking analysis as part of the site plan application. The shared parking analysis must be prepared by a qualified parking expert or licensed professional planner based on the anticipated hours of operation and specific operational characteristics of the anticipated users in the proposed development.

The shared parking analysis should include the following steps:

1. *Determine the minimum parking requirement for the individual uses in the development project.* The minimum number of parking spaces that are to be provided for each use shall be based on the parking ratios included in Table 3.

TABLE 3. PARKING RATIOS FOR INDIVIDUAL USES

USE	REQUIREMENT
Multifamily dwellings	1.1 spaces per unit
Supermarkets and office, including medical office	1 space per 250 sq. ft. of gross floor area
Restaurants	1 space per every 3 seats
All other uses	3 spaces per 1,000 sq. ft. of gross floor area

2. *Adjust for shared parking.* The minimum parking requirement for each use shall be multiplied by the “occupancy rate” as indicated in Table 4.

TABLE 4. PARKING OCCUPANCY RATES FOR SHARED PARKING

USES	MONDAY-FRIDAY			SATURDAY-SUNDAY		
	9AM-6PM	6PM-12AM	12AM-9AM	8AM-5PM	6PM-12AM	12AM-8AM
Residential	60%	100%	100%	80%	100%	100%
Professional/Business Office /Medical Office/Banks	100%	20%	5%	5%	5%	5%
Retail/Commercial	90%	80%	5%	100%	70%	5%
Restaurant	70%	100%	10%	70%	100%	20%
Institutional Educational	100%	20%	5%	10%	10%	5%

Source: Victoria Transport Policy Institute/NJ Parking Matters Handbook

3. *Tabulate the minimum parking requirement for each time period.* The sum of the adjusted minimum parking requirements for each land use for each of the six time periods shall be calculated to determine an overall project minimum parking requirement for each time period.
4. *Total minimum parking requirement.* The highest of the six-time period total shall be the minimum parking requirement for the mixed-use project.

III.D.6 Electric Car Charging Facilities

Electric car charging stations or “Make Ready” parking spaces shall be provided in accordance with State law P.L. 2021, c. 171 (C.40:55D-66.18 through C.40:55D-66.20) regarding electric vehicle/service equipment (EVSE) and make ready parking spaces.

III.D.7 Bicycle Parking

Bicycle parking racks shall be provided within a secure, access-controlled room inside each building or garage at a minimum ratio of one indoor bicycle parking space for every 5 apartment units. Bicycle racks must be securely anchored and designed to allow the bicycle frame and one wheel to be secured.

Outdoor bicycle racks shall also be provided within 50 feet of each building’s primary pedestrian entry. Bicycle racks must be securely anchored and designed to allow the bicycle frame and one wheel to be secured.

Bicycle spaces shall be provided at a rate of 1 space per 2,500 square feet of non-residential gross floor area within the overall Redevelopment Area. The spaces can be provided through a combination of outdoor bicycle racks or indoor secured storage spaces.

III.D.8 Signature Open Spaces

Four signature open spaces shall be created for public use, according to the minimum standards below and as shown in Figure 7, Regulating Plan. While privately owned, these open spaces are intended to remain open for public use and access. These spaces may be used for short-term events, such as festivals, food trucks, concerts, which are free and open to the public except for community and non-profit fundraisers and no more than 25 private events per year. It shall also be permitted to include other areas of privately-controlled, publicly-accessible open space, such as outdoor dining areas associated with a restaurant, within the four Signature Open Spaces described below. Conceptual plans that provide a general depiction of the design intent for the various open spaces are included in the Appendix.

MAIN PLAZA ALONG BLOOMFIELD AVENUE

A publicly-accessible Main Plaza shall be provided with primary frontage onto Bloomfield Avenue. The minimum size of the Main Plaza shall be 35,000 square feet, exclusive of the driveway. The Plaza shall be fronted by buildings along at least 40 percent of its perimeter, and such buildings shall be located within 40 feet of the perimeter. Pedestrian entries to all buildings adjoining the plaza (Buildings A and C, and the historic waiting room structure) shall open onto the plaza. Buildings shall include high proportions of glazing on their first floors, so as to provide “eyes on the street” for the plaza. The plaza shall include areas of decorative hardscape and landscaping, fixed and/or moveable seating, and shade trees. A minimum of 25% of the Main Plaza area shall consist of non-hardscaped planted areas and shall include a lawn area of at least 2,500 square feet, similar to the conceptual plans included in the Appendix.

The plaza shall include a one-way vehicular loop from Bloomfield Avenue, with short-term parking spaces and pick-up/drop-off areas. The plaza should be designed as a shared space or piazza-style space that prioritizes pedestrians while also accommodating cars and other vehicles as needed. Vehicular drive aisles should be paved using distinct materials similar to that used for the plaza spaces, such as pavers or concrete. Vertical curbs should be avoided; instead, drive aisles should be defined using flush curbs, sloped curbs and/or changes in paving. Additionally, vertical elements such as bollards, lighting, trees, furniture or other elements should be used to prevent cars from leaving the drive aisles and parking lane. The driveway shall be excluded from the open space calculation.

STATION PLAZA ALONG GROVE STREET

The Station Plaza shall have frontage along Grove Street, but shall be located at its existing grade, which is approximately 11 to 12 feet below Grove Street. It is required to be a minimum of 15,000 square feet, and at least 100 feet long along each side. Buildings shall line three sides of the plaza. Pedestrian entries from Buildings B and C shall open onto the Station Plaza. The plaza shall include areas of decorative hardscape and landscaping, fixed and/or moveable seating, and shade trees. The plaza shall incorporate, as decorative design features, original historic elements from the train terminal, including the stanchions that supported the roof

structure. A minimum of 25 percent of the Station Plaza area shall consist of non-hardscaped planted areas, including a lawn area of at least 1,000 square feet, similar to the conceptual plan included in the Appendix.

The Station Plaza shall be connected via a pedestrian walkway underneath Grove Street to the Linear Arts Plaza on the East Side. See Section III.D.9, Pedestrian Connections and Underpass, below.

Figure 7 shows where Active Uses, Architectural Screening, or “Art Gallery Wrap” are required around the Station Plaza; refer to Section III.E.2, Active and Engaging Building Frontages, below. One side of the Station Plaza will be a blank wall of Building A’s grocery store, with no doors or windows; this area is required to have a visually interesting art, green wall or other architectural treatment to complement the plaza space. Building C shall include a large area of dining seating bordering the Station Plaza; this dining area shall not be counted towards the minimum required size of the Station Plaza.

TONEY'S BROOK CULVERT OPEN SPACE

In order to avoid construction over the culvert, a passive open space area shall be provided within the setback area adjacent to Building D along Glenridge Avenue. This area shall include but not be limited to areas of decorative landscaping, shade trees and seating.

LINEAR ARTS PLAZA ALONG GROVE STREET

The Linear Arts Plaza shall be a long, narrow open space on the East Side with frontage along Grove Street and extending to Glenridge Avenue. It shall be a minimum of 16,000 square feet in area. At the pedestrian underpass, the Linear Arts Plaza shall be at least 60 feet deep (as measured between Grove Street and the facade of Buildings D and E). A minimum of 25 percent of the Linear Arts Plaza shall consist of non-hardscaped planted areas similar to the conceptual plan in the Appendix.

The Linear Arts Plaza shall be a pedestrian- friendly space and shall include terracing, ramps, and stairs to traverse the sloping grade along Grove Street, such that a portion of it links at-grade to the pedestrian underpass under Grove Street (see Section III.D.9, Pedestrian Connections and Underpass), and the northern end links at-grade to the Glenridge Avenue sidewalk. Such grade changes shall be artfully integrated into the design and landscaping.

Any portions of the parking garage for Buildings D and E that extend to the facade along Grove Street shall include a variety of measures to hide the parking and provide visually-engaging displays or artwork. For more on this requirement, refer to Section III.E.2, Active and Engaging Building Frontages.

Access and Circulation

III.D.9 Pedestrian Connections and Underpass

The following pedestrian connections are required:

- A pedestrian connection shall be provided from Grove Street to the historic Waiting Room Structure, incorporating stairs for the grade change from the Grove Street sidewalk to the Station Plaza level, and threading between buildings A and C.
- A pedestrian connection shall be provided from Bloomfield Avenue to the Station Plaza, between the Main Plaza and Building C.
- The existing pedestrian underpass below Grove Street shall be maintained at the grade of Station Plaza, connecting at-grade to a portion of the Linear Arts Plaza. The underpass shall be well-lit for pedestrian safety. A permanent easement shall be provided to ensure the underpass remains open to the public.
- A pedestrian connection shall be provided between the historic Station Waiting Room and Building A from Lackawanna Plaza to the Main Plaza.

III.D.10 Parking and Loading Access

DRIVEWAYS

In compliance with NJDEP regulations, where required, relevant ingress and egress points and driveways shall be designed so that residents and emergency vehicles can safely enter and leave the property during flood events.

GARAGE CONNECTIONS TO PUBLIC STREETS

No vehicular curb cuts leading to interior parking garage spaces are permitted along Grove Street and Bloomfield Avenue. For the West side, all garage access and loading shall be from driveways off Lackawanna Plaza and Glenridge Avenue which shall be shared with the property at One Greenwood Avenue (Block 313, Lot 1). The redeveloper shall provide an easement to the owner of Block 3213, Lot 1 to permit shared egress to Lackawanna Plaza via a new vehicular access drive. The existing easement that provides shared access from Glenridge Avenue to Block 3213, Lot 1 and the Redevelopment Area shall remain. For the East side, all garage access and loading shall be from driveways off Bloomfield and Glenridge Avenues.

LOCATIONS FOR SURFACE PARKING

All vehicular parking spaces shall be located within buildings. The only area where surface parking is permitted is on the north side of the grocery store, between the store and Lackawanna Plaza, where up to 20 spaces for short-term customer pick-up and delivery operations are permitted. Short-term parking is permitted in the driveway from Bloomfield Avenue and the driveway from Grove Street.

PEDESTRIAN SAFETY

Where a parking or loading driveway crosses a public sidewalk, textured paving and/or other design features shall be installed to warn drivers of pedestrians.

MASSING AND DETAILING OF GARAGE ENTRIES

Vehicular garage entries should be located within a bay that is dimensionally-distinct from adjoining bays via a change in plane, rather than being punched openings within a wider, flat facade. The garage entryway should be further highlighted within the facade such as by a projecting sheltering flat canopy, wall-mounted lighting, and attractive signage.

Any roll-down grates over garage entries should be visually permeable rather than solid, and should be recessed relative to the garage facade, to de-emphasize the garage and create shadow lines.

LOADING

No vehicular loading or driveways to internal loading docks are permitted within building facades facing public rights-of-ways or required Signature Open Spaces. However, such vehicular uses are permitted to face internal driveways and alleys.

Where possible, trash and recycling storage should be located at the interiors of buildings, not within facades facing public rights-of-ways or required Signature Open Spaces. If unavoidable in these locations, the entries to such uses shall be pedestrian-only and should include some form of glazing, high windows, and/or facade articulation for visual interest, rather than presenting a blank wall.

III.E Transparency and Activity

III.E.1 Pedestrian Entries

To provide a friendly and highly-transparent street frontage, the primary pedestrian entry to each building shall lead to a lobby with glazing occupying all or most of full height of the first level, with minimum glazed width of 30 linear feet. Primary entries should be highlighted in the facade by means of logical location within a bay, shelter from a projecting canopy or a recessed entry, fully-glazed doors and adjoining windows providing views into the building, and wall-mounted lighting.

Any secondary pedestrian entries should have a high proportion of glazing within the door and in the surrounding bay in order to create a friendly appearance.

Generous pedestrian pathways should link building entries to the nearest sidewalk of a public street or to a required Signature Open Space.

III.E.2 Active and Engaging Building Frontages

Figure 7 indicates areas where Active Uses, Art Gallery Wrap, Pedestrian Arcades, or Architectural Screening are required at the first story or at the story that is closest to the adjoining finished grade, as a means to provide activity, visual interest, variety, and screen internal parking areas.

ACTIVE USES

The amount of required Active Use frontage shall be calculated for each building face as designated in the Regulating Plan, and is as follows:

- West Side: active uses shall occupy at least 60 percent of each building face at the first story, as indicated in the Regulating Plan.
- East Side: active uses shall occupy at least 60 percent of each building face at the first story along Glenridge and Bloomfield Avenues. Active uses shall occupy at least 100 linear feet of the first story of Buildings D-E along the Linear Arts Plaza in which it is anticipated that the main residential lobby area will be provided.

Active uses include: retail stores, restaurants, office and residential lobbies, leasing offices, mail rooms, residential apartments, and indoor amenity spaces. Active uses do not include driveway access to parking and loading areas, nor parking garage spaces that extend to the facade.

ART GALLERY WRAP

The required Art Gallery Wrap is a full-height transparent space with a depth of at least eight (8) feet of usable depth which is intended for visual art installations to be enjoyed from the Linear Arts Plaza. As illustrated in Figure 7, the Art Gallery Wrap is envisioned for a portion of the first story of Building D that faces the Linear Arts Plaza.

PEDESTRIAN ARCADE

As shown in Figure 7, Pedestrian Arcades are envisioned for portions of the first story of Buildings C and E facing Grove Street. These areas are intended to provide a sheltered walkway for pedestrians.

The Arcade within Building E will function as a multipurpose space with utility infrastructure in place to support programming and events on a temporary or permanent basis, for activities that activate the street level experience, such as: food trucks / food vending, retail kiosks, pop-up markets, community fairs and outdoor art installations. Various treatments for the Building E Arcade are permitted and encouraged, provided that they create a well-lit, clean and safe environment with a feeling of visual interest and variety for pedestrians. Examples include, but are not limited to:

- Providing a painted, applied, or textured mural, mosaic, or other artwork along the wall that engages the eye of passers-by.
- Creating a series of boxed-in display cases to showcase artwork and community messages.

UPPER-STORY PARKING GARAGE SCREENING

Given the sloping, terraced nature of the Redevelopment Area, parking is expected to fully extend to the building facade in some locations. Garage areas that extend to the facade on any floor facing public street frontages (but not private circulation driveways) or required open spaces (See Section III.D.8, Signature Open Spaces) shall be visually-screened by one or more of the following measures:

- Regularly-spaced punched openings at each garage level that echo or relate to the placement and pattern of windows in the portion of the building above. Ribbon-style window openings are not permitted. Areas of blank, solid, uninterrupted garage walls shall not exceed 10 feet in width. Garage openings may be fitted with glazing or with a high-quality metal mesh panel or decorative grille. Any grillwork or mesh panels used should have the highest level of visual permeability so as to permit visibility into the garage, provided it does not result in excessive headlight glare to the exterior. Grillwork and mesh panels should be either recessed relative to the surrounding facade or proud of the surrounding façade in order to create shadow lines and dimensionality.
- Garage facades may be fully wrapped with glazing, like a curtain wall. Said glazing shall include a variety of opacities, tint colors, textures, or other means to create visual interest within large areas of facade.
- Flat areas of garage facade may be enlivened with murals, mosaics, decoratively-textured or patterned materials, or other visual treatments.
- A decorative screen or scrim of metal mesh, perforated metal, or similar rigid and durable treatments may be installed on the garage facade. Selected treatment shall be of high-quality material, with artwork, colors, and/or textures that are visually engaging, and shall be maintained or replaced as needed to address wear and tear.
- Large areas of ribbon-style garage openings may be shielded and shaded by a green wall, a living screen of climbing plants. The selected plants must be able to provide color, texture, and screening abilities in all seasons, and shall be protected by a maintenance plan.

Examples of acceptable garage screening and façade design strategies are included in the Appendix.

III.F Historic Features and Structures

III.F.1 Preservation and Adaptive Reuse

The Redevelopment Area includes a number of historic features and structures. Historic elements of Lackawanna Plaza are identified and evaluated in the Plan based on input from the Historic Preservation Commission and other planning and architectural historians and experts during the course of the recent Planning Board consideration of the site plan application for the Redevelopment Area. Photographs of these elements are included in the Appendix.

The Plan calls for careful management of these historic elements and all such work shall be performed in accordance with the Rehabilitation Guidelines of the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties. To the greatest extent possible, all historic structures and features shall be retained in their original location. Because of the extensive detail for the treatment of historic elements provided in this Plan, any demolition of a building, structure or site within the Redevelopment Area is not required to obtain a Total Demolition Permit. For the treatment of historic elements associated with the 1912 Train Station that are not identified in this Plan but that may be uncovered and identified over the course of construction, including during site preparation, excavation, demolition, and building construction, refer to Section III.F.5 – Protection of Historic Assets.

- Waiting Room

- The Waiting Room is the two-story masonry structure fronting on Lackawanna Plaza (the road) and abutting the western-most portion of the Parcel, currently occupied by the Pineapple Express Restaurant.
- The exterior and interior of the historic Waiting Room, - formerly serving as the ticket office of the 1912 Train Station, sometimes referred to as the “head house,” - shall be preserved.
- The historic stone entry portico facing Lackawanna Plaza (the road) shall be restored to its original, open-air condition and permit public daytime access to the skylit passage space north of the Waiting Room, providing pedestrian connection through to the southern-most Platform Canopy fronting Building A.
- Skylit Passage
 - The Skylit Passage is located in the area immediately to the north of the Waiting Room, historically featuring a long skylight. At present, a historically-sympathetic skylight remains, along with portions of the historic concrete canopy that supported it.
 - Currently enclosed at either end, the space historically allowed for east-west pedestrian circulation between Lackawanna Plaza (the road) and the southernmost Platform Canopy. Additionally, it provided protection from the elements as passengers moved between the Waiting Room and the Terminal Shed.
 - The Skylit Passage shall be revived and adaptively re-used, allowing for a daytime public pedestrian route through the stone entry portico of the Waiting Room to the southern-most Platform Canopy. Due to an existing grade change within the Skylit Passage, a portion of the Skylit Passage may be set aside to provide a secured, ramped route to accommodate service and deliveries between a designated parking area at Lackawanna Plaza (the road) and Building A.
- Terminal Shed
 - The Terminal Shed consists of a steel colonnade and terra cotta-roofed structure, which comprise the western end of the historic train station. The Terminal Shed originally provided a covered walkway, facing the street now called Lackawanna Plaza, leading from the Waiting Room to the train platforms.
 - The western-most steel colonnade and terra cotta roof of the Terminal Shed shall be preserved.
 - The historic overhead steel roof trusses spanning from the western-most steel colonnade to the next column line shall remain intact and in place, or shall be de-installed and incorporated as a functional feature (eg, glazed clerestory band) into the ground floor façade of Building A.
- Platform Canopies
 - Four linear canopies served the original train tracks, protecting passengers from the elements as they boarded and exited the trains. Today’s indoor mall is defined by the space created by these canopies and the enclosing, overhead skylights introduced in the 1980s.

- The Platform Canopies have two parts: a cantilevered concrete roof with a distinctive butterfly cross-section and steel columns with cantilevered arms (stanchions) that support the concrete roofs.
- As set forth in the following bullets, all reasonable efforts shall be made to keep the Platform Canopies in their original location to avoid losing the context of the historic roofs and stanchions that defined the track waiting areas.
- The southernmost Canopy line, to the extent remaining in their original form along the Bloomfield Avenue side of the existing mall building, shall be preserved in place.
- Existing solid walls at the southernmost Canopy line facing Bloomfield Avenue shall be removed.
- The supermarket façade shall incorporate the southernmost Canopy line, without altering its historic fabric except for repairs-in-kind, and shall include windows facing the Main Plaza.
- With the exception of the southernmost Canopy line, portions of the Platform Canopies falling within the footprint of Building A, to the extent their condition permits, may be relocated within the Redevelopment Area, including re-use for integration into a potential bus shelter.
- For the purposes of preservation, historic clarity, and maintenance, no steel stanchion exposed to the elements shall be without a protective roof extending a minimum of 24" on either side of the cantilevered stanchion arms. Such protective roofing shall take the exact form of the historic butterfly roof cross-section and be composed of one of the following systems: reinforced concrete (left exposed from below), a glass-and-metal skylight, or a skylight incorporating non-fading translucent synthetic panels.
- Where steel stanchions are exposed to the elements and provided with protective roofing as described in the plan, roofing gaps between adjacent stanchions shall be filled in, maintaining the exact overall form of the historic butterfly roof cross-section, and be composed of one or more of the following systems: reinforced concrete (left exposed from below), glass-and-metal skylights, a skylight incorporating non-fading translucent synthetic panels, and rigid metal louvers and/or lattice.
- Horse Water Trough
 - The historic Horse Water Trough consists of a brick and concrete basin joined to a background masonry screen and once served as a source of water for horses providing transportation to and from the site. The water basin has been filled in with concrete.
 - The Horse Water Trough shall be adaptively re-used by being restored to working condition as an active decorative fountain and may, in its entirety, be relocated within the Redevelopment Area.
- Reinforced Concrete Stairs, Balustrade and Railing (from parking lot to Grove Street)
 - The southernmost train platform historically provided access, via this stair at its east end, to an elevated portion of Grove Street.
 - Grove Street has been lowered from its historic elevation, making the route impassible.

- The existing remnants of the stairs, balustrade and railing shall be preserved and adaptively re-used in order to restore the pedestrian route linking the southernmost train platform (i.e., the current sidewalk at the southern face of the enclosed mall) to Grove Street.
- Reinforced Concrete Piers and Balustrade (on Grove Street)
 - Four monumental concrete piers, each topped by a lantern, historically marked the crest of Grove Street, with a pair of piers on each side of the street. A concrete balustrade, similar to the one associated with the Concrete Stair, once ran between each set of piers. All that remains of these elements are the two monumental piers on the west side of Grove Street.
 - The remaining pair of piers shall be preserved in place and may be adaptively re-used through repair and the reintroduction of pier-top lanterns.
 - Reconstruction of the missing pair of piers and related balustrades is encouraged.
- Illuminated Entry Columns
 - Three pairs of brick and reinforced concrete piers (6 masonry piers in total) define the historic perimeter of the site on the west parcel.
 - All piers shall be preserved in place if possible, or, if this is not feasible, shall be relocated and/or adaptively reused elsewhere on the site. In the event of relocation, each pair must remain together and maintain its historic form and spacing. Pier-top illumination shall be repaired or reconstructed from available historic resources.

III.F.2 Main Plaza

A Main Plaza, retaining the open space to the east and south of the Waiting Room, would serve the dual purpose of preserving sightlines to the historic Waiting Room and providing a setting for historic elements that are to be preserved and/or relocated as part of an adaptive reuse strategy.

III.F.3 Access and Supplemental Open Space

Pedestrian permeability throughout the Redevelopment Area, complemented by convenient connections to sidewalks and streets adjacent to the Redevelopment Area, will help maximize access to the historic site features. These routes shall be ADA compliant in order to ensure equal access and enjoyment for all. Supplemental open spaces along or as part of such paths are encouraged in order to create scale-appropriate settings for all historic elements. Historic site elements that are relocated as part of an adaptive reuse strategy should be integrated into these routes and supplemental open space for ongoing public access and appreciation.

III.F.4 Maintaining Historic Integrity

Retaining historic elements in their original location and configuration is strongly encouraged, and can provide opportunities – through historic plaques, memory murals, photographs – to learn about and reflect on the historic significance of railroading in Montclair and the Redevelopment Area, specifically. Additional landscaping and permanent seating will promote the desirability and special nature of these spaces. The preservation and purposeful re-use of historic elements is paramount and appropriate for this site, but relocated

historic elements should not be installed in a way that presents a false narrative about the site's historic configuration and character.

III.F.5 Protection of Historic Assets

Consistent with the U.S. Secretary of Interior's Standards for the Treatment of Historic Properties, the historic elements of the project site shall be protected both prior to and during construction in order to prevent damage or disturbance to these elements that might be caused by nearby demolition, excavation, improper drainage, vandalism, or arson. Examples of appropriate security measures include temporary fencing, concrete barriers, and alarm systems keyed into local protection agencies. For any historic site elements that are to be relocated, a report by a historic preservation specialist must be provided to the Township prior to relocation. The report shall describe the existing condition of each element, the manner in which the historic element will be safely transported and relocated, plans for any repairs needed to address damaged, deteriorated or missing components before or after the relocation, and a detailed depiction of the historic element in its new location.

Over the course of demolition or construction, historic elements associated with the 1912 Train Station and not identified elsewhere in this Plan may be uncovered. In that event, work shall cease, the potential historic element(s) shall be protected in place, and the Township Planning office shall be notified immediately.. A qualified Township designee shall meet with the redevelopment team to determine the best course of action for the treatment of the historic element(s), whether to require its restoration in place, allow for adaptive re-use, and/or permit relocation. For example, if during excavation, original train tracks are uncovered, on either the west or east parcel, they shall be flagged for review and protected in place until the Township and redevelopment team determine a course of treatment, such as adaptively integrating them into new plaza space.

III.G Service Areas and Private Open Spaces

III.G.1 Service and Mechanical Areas

MECHANICAL ROOMS

Where possible, mechanical, storage, and other utilitarian rooms should be located at the interior or along interior lot lines of the building, rather than facing streets. Where they must be located along a street-facing wall, they should be integrated into the overall pattern of bays and windows openings. Window and door glazing for mechanical and related rooms may be translucent (admitting light but not views) or opaque (such as spandrel glass).

TRASH, REFUSE, AND LOADING AREAS

Building trash and recycling collection areas shall be fully contained within the building; no exterior dumpsters or similar containers are permitted. Doors and loading docks, including those for tenant move-ins, that are located in an exterior facade should be designed in a similar manner as pedestrian or vehicular entries, with large areas of opaque or translucent glazing and/or attractive roll-up grates.

ROOFTOP MECHANICAL EQUIPMENT

All mechanical equipment located on the top-most roof or roof above a garage shall be screened or faced in a material harmonious to that used in the façade of the building. All rooftop mechanical equipment shall meet the requirements of Montclair Code §347-23B. Cooling towers may be up to 20 feet tall, shall be limited to a maximum footprint of 100 square feet and shall be located at least 20 feet from the building edge.

III.G.2 Private Open Spaces

A series of Private Open Spaces shall be provided to serve building residents. As shared private spaces intended only for building occupants, no minimum size is provided for these spaces, but requirements for their general location and configuration are provided.

SHARED PRIVATE OPEN SPACE

The general locations of these three types of shared private open spaces, intended for residents of new buildings, are shown in Figure 7.

Buildings D-E Terrace

Between the upper residential floors of Buildings D and E, a terrace shall be provided for shared resident use. The space shall be located on the roof of the garage and should include fixed and moveable seating, landscaping, decorative hardscape, and lighting. The terrace shall accommodate the required minimum separation between Buildings D and E as set forth in III.D.4.

Courtyard Roof Decks

A landscaped courtyard roof deck / amenity space shall be provided for each residential building atop the building's parking garage. The roof deck should adjoin an indoor amenity space having a high proportion of glazing in order to provide informal surveillance of the space and a feeling of connectivity between inside and outside.

Rooftop Gardens

One area of rooftop gardens shall be provided atop a higher-level roof on Building D and on Building E. These "gardens" may include community gardening-style plots for use by building residents, green roof areas, and/or shared rooftop parks. Landscaping, seating, and shade structures should be included as well.

PRIVATE INDIVIDUAL OPEN SPACE

Balconies

To create visual variety in the middle floors of a building, balconies are permitted and encouraged on all buildings. Fully or partially-recessed balconies that are logically located within an architectural bay are preferred over fully-projecting balconies.

III.H Buffers and Landscaping

III.H.1 Street-facing Setback Areas

All portions of the properties not improved with buildings, driveways, walkways, plazas, parking, loading, or service areas ancillary to adjacent buildings shall be landscaped. Walkways fronting retail can be used by retail tenants during business hours. Landscaping may be in-ground or in raised planter beds, and should include a variety of grasses, flowers, low bushes, and small ornamental trees. The plantings shall primarily be of hardy, native species with a mix of deciduous and evergreen plantings for year-round visual interest. Low planters incorporating a seating wall are encouraged.

Where possible, landscaped areas should be curbless or depressed in order to facilitate infiltration of stormwater. Raingardens, swales, and similar features are encouraged as a means to comply with the required maximum impervious lot coverage for the Redevelopment Area.

III.H.2 Rear and Side Lot Line Buffers and Screening

Where a side or rear lot line of the Redevelopment Area abuts an existing residential structure within 50 feet of the lot line, a planted buffer shall be provided within the required setback. The buffer shall be at least five (5) feet wide and shall be planted with a mixture of deciduous and evergreen plantings. Where sunlight and growing conditions allow, the plantings shall include shade trees spaced no more than 35 feet on center; all such trees shall be at least ten feet tall at planting and should be of a species that can attain a height of at least 25 feet at maturity. Where vegetation cannot be expected to survive or space allowance prohibits the required buffer an attractive fence or masonry wall is required in buffer areas in order to provide a year-round visual screen.

III.H.3 Tree Removal

Trees removed should be replaced on-site on a one-to-one ratio.

III.I Sustainability

III.I.1 Green Buildings

Choice of building structure and fabrication shall be selected to minimize use of natural resources and energy, for example through high-performance envelopes, use of mass timber (engineered wood), prefabrication of building elements off-site, and greywater recycling. Building design should include architectural features to shade the building against solar gain, such as sunshades and deep overhangs. Photovoltaics and other means should be incorporated to reduce and offset building energy usage.

Green roof areas that absorb rainwater and provide thermal insulation for floors below are encouraged. Design of all rooftop areas is encouraged to incorporate stormwater retention capabilities, such as green roofs and purple roofs. Purple roofs are a green roof concept that optimizes stormwater retention by focusing on detention through friction that slows down stormwater flows, using vegetated and non-vegetated roof coverings.

All new buildings within the Redevelopment Area shall be required to demonstrate an ability to obtain LEED certification. Furthermore, Building C is envisioned as a showcase for sustainable development and the redeveloper is encouraged to achieve Living Building Challenge certification (LBC 4.0) for same.

III.I.2 Permeable Surfaces

Site improvements should incorporate permeable paver systems and landscaping features such as bioswales and rain gardens to help slow, detain, and infiltrate storm waters, where feasible.

III.I.3 Plantings

Plantings should be selected for their ability to reduce irrigation needs, support native species (such as via pollinator gardens for biodiversity), and create cool, shady microclimates.

III.J Public Right-of-Way Improvements

III.J.1 Sidewalks

- The project shall provide new, or improve and widen existing, public sidewalks along the bounding side of all adjoining public streets. The pedestrian portion of the public right-of-way shall include both a sidewalk walking area and a tree planting strip and/or bioswale between the sidewalk and the curb.
- Streets shall include pedestrian-scale lighting consistent with the existing lighting design in Montclair Center.
- Vegetated bioswales shall be planted in the area between the sidewalk and the curb. All maintenance of the bioswales shall be the responsibility of the redeveloper. A maintenance plan for the bioswales shall be submitted with the site plan application.
- Street furniture shall be provided along Bloomfield Avenue. Benches, waste cans, and other street furniture shall be placed at regular intervals and convenient locations that do not impede pedestrian and vehicular circulation. All street furniture shall adhere to Montclair Township standards or shall be submitted for specific review and approval by the Planning Department.
- Raised masonry planters with integral edge seating are encouraged at street corners and wider sidewalks. The applicant and/or property owner shall be responsible for the maintenance of street furniture, including raised planter landscaping and care, the emptying of garbage and any repairs necessary due to graffiti or vagrancy.
- Bike racks holding 6 or more bicycles should be appropriately located within the Redevelopment Area.

III.J.2 Street Trees

Street trees shall be planted in the public right-of-way between the sidewalk and curb, supplementing any existing street trees, so that trees are spaced on average no more than 25 to 35 feet on center. Tree grates shall be provided for each street tree. A suspended pavement system such as “StrataCells” or “SilvaCells” is encouraged within the public sidewalk to permit healthy tree growth and maximize stormwater infiltration.

Alternately, if the public right-of-way does not provide sufficient clearance for healthy tree growth, said trees may be planted within required street-facing setback areas, close to the public sidewalk.

III.J.3 Bus Shelter

A bus shelter shall be provided on the west parcel adjacent to Bloomfield Avenue.

III.J.4 Bike Lane

A bike lane shall be provided along Glenridge Avenue as part of the Township's bike lane connecting the entrance to the Essex Hudson Greenway to Bloomfield Avenue. The bike lane shall be a two-way cycle track that is designed in compliance with NACTO guidelines. Bike line surface shall be a surface distinctly different from the adjacent asphalt roadway such as green paint or other specialty paving.

III.K Utilities

III.K.1 Water

As required by the Planning Board, with input from the Water Bureau & Sewer Utility, at the time of site plan approval the following recommendations will be considered. The current 16-inch water line shall be upgraded to a 20-inch class 56 water main. Its interconnection in Grove Street and Glenridge Avenue shall be replaced with a 20-inch line including valves with tie ins outside the property with new valves and reducers. The 20-inch line shall have an easement of 10 feet on each side of the centerline of the pipe for future work and will be maintained by the property owner. If any work is conducted in the future, the Township will only be responsible to restore the easement to a level surface with topsoil/seed within the easement. Any improvements in the easement area will not be replaced and will be the responsibility of the property owner.

III.K.2 Stormwater

As required by the Planning Board, with input from the Water Bureau & Sewer Utility, at the time of site plan approval the following recommendations will be considered. The redeveloper shall prepare a comprehensive, on-site hydrologic analysis to determine the property's current stormwater contribution to the underground culverts for general flood events including the 2-, 10-, 25- and 100-year storm events. This shall include an evaluation of subsurface soil conditions to determine the feasibility of green infrastructure. Non-structural stormwater management systems, such as bioswales, plantings and green roofs, are encouraged to improve on-site infiltration and reduce and filter runoff. The stormwater control measures in Section 295 of the Township Code shall apply. Infiltration basins are preferred, but are dependent on subsoil conditions. Based on these calculations, the redeveloper shall provide a combination of on-site, underground basins to reduce peak flow values as required for "major developments" pursuant to New Jersey Department of Environmental Protection stormwater regulations. This will ensure that stormwater quantities will be managed and reduced by 50% for 2-year storms, 25% for 10-year storms and 20% for 100-year storms.

The existing condition of all water, sewer and drainage utilities on the property shall be assessed as part of site plan approval. The redeveloper must perform a full pre- and post-construction televised inspection of all storm sewer pipes and culverts located within, upstream, and downstream of the subject property and shall submit

copies of the same to the Township for review. Should any of the storm sewer infrastructure be determined to be in inadequate condition or damaged due to construction-related activities, the redeveloper shall be responsible for full repairs/replacements at no additional cost to the Township or surrounding property owners. Pipes and culverts at risk of collapsing or failing shall be replaced with reinforced concrete. Any debris or obstructions within the facilities shall be removed. A pre-construction inspection report and a post-construction inspection report shall be provided and any existing agreements and easement shall be maintained.

Should any structures, buildings or facilities be proposed to be constructed on top of or immediately adjacent to the existing stormwater infrastructure, the redeveloper shall be responsible for performing a full inspection and structural analysis of the infrastructure to verify its structural stability and ability to withstand the anticipated loads resulting from the proposed construction. The redeveloper shall also be responsible for providing additional reinforcement and/or reconstruction should the existing infrastructure be inadequate to withstand the additional loading.

The redeveloper shall be responsible for providing continuous vibration monitoring along all existing stormwater infrastructure to minimize any structural damage related to construction operations. In addition, the redeveloper shall be responsible for investigating all existing easements located within the subject property for potential title restrictions, covenants, etc. to confirm there are no restrictions that would impact the ability to construct within the easements.

All necessary utilities to be provided within the Redevelopment Area shall be placed underground.

III.L Signage

The signage requirements set forth in Montclair Code Article XVIII shall apply unless specified in this section.

III.L.1 Monument Signs

Two monument signs are permitted for the Redevelopment Area. The maximum sign area for each sign shall be 50 square feet and the maximum height shall be six feet. The signs shall be located so as not to block sight distance and shall be set back at least five feet from all property lines.

III.L.2 Sign Standards

PROJECT IDENTIFICATION SIGN

One project identification sign for the redevelopment project is permitted. A freestanding sign may be located along the Bloomfield Avenue frontage or within the Main Plaza which may contain a combination of letters and logos identifying the project only, not individual tenants. The maximum sign area shall be 50 square feet and the maximum height shall be 15 feet. It shall be lit indirectly or reverse/halo lit.

TOTAL SIGN SQUARE FOOTAGE PER TENANT

The maximum area per façade of all signs devoted to a single tenant shall not exceed 3.75 square feet per linear foot of street or public plaza frontage occupied by that tenant measured along the wall to which the signs are attached, or 150 square feet, whichever is less.

REQUIREMENTS FOR ALL WALL SIGNS

In those cases where a first-story retail tenant has more than one street frontage, the tenant is permitted the maximum wall sign square footage allowable on each frontage. Only one wall sign is permitted on each frontage.

Retail wall signs shall be face-mounted or pin-mounted on the façade, projecting not more than 14 inches from the face of the building.

No permitted wall sign shall exceed 4 feet in height. The top of the sign shall not extend above grade at a height greater than 20 feet,

Wall signs may be backlit or externally-illuminated, but may not be internally-illuminated. However, exposed neon illumination shall be permitted.

AWNING SIGNS

Sign copy may be located on permitted awnings in lieu of projecting signs on first-story uses. An awning must not display any graphic other than the name of the business, the logo and the street number. No sign shall be placed on any portion of an awning except the valance. The sign area shall be less than 30 percent of the surface area of the valance. Such sign copy may be non-illuminated or indirectly illuminated.

Sign text shall be located on the lowest 12 inches of the awning and such text shall not be higher than 6 inches.

The horizontal projection of any awning shall not exceed 3 feet from the face of a building. The vertical distance from the top to the bottom of any awning shall not exceed 4 feet, including any valance.

STRUCTURED ENTRANCE CANOPY SIGNS

Sign copy may be located on permitted canopies in lieu of projecting signs. A canopy must not display any graphic other than the name of the business, the logo and the street number. Sign copy may be placed on the valance of the canopy. The sign area shall be less than 30 percent of the surface area of the valance.

Sign text shall be located on the lowest 12 inches of the canopy and such text shall not be higher than 6 inches.

In lieu of copy on a valance, channel letter may extend up to a maximum height of 12 inches from the top surface of the canopy at its edge closest to the sidewalk provided that the canopy does not exceed 15 feet as measured horizontally.

Such sign copy may be backlit or externally-illuminated, but may not be internally-illuminated.

The horizontal projection of any canopy may extend to a point 2 feet from the back of the curb (or edge of public plaza). The outer column supports shall be located to ensure adequate clear space along the sidewalk. The vertical distance from the top to the bottom of the canopy shall not exceed 2 feet, including any valance.

WINDOW SIGNS

Retail window signs are permitted provided that the aggregate sign area of window signs shall not exceed fifteen percent of the glazed area of the first story retail window in which the sign is placed. Retail window signs shall be affixed flush with or inside the glazing, and letters and graphics may be opaque. No portion of any retail window sign shall be located higher than 10 feet above grade.

PROJECTING SIGNS

The number of projecting signs shall not exceed one per tenant. A single tenant shall not display both a projecting sign and awning or canopy sign on the same façade, but a single tenant may display a wall sign and a projecting sign on the same façade.

The area of any projecting sign shall not exceed 12 square feet. The sign may not exceed 6 feet in overall height, may not extend more than three feet from the building façade or be mounted higher than the wall to which it is attached. All parts of such signs shall be located at least eight feet above the sidewalk.

Projecting signs may not extend at an angle other than 90 degrees from building facades.

GROCERY SIGNS

One wall sign is permitted on each frontage and should be face-mounted or pin-mounted on the façade, projecting not more than 14 inches from the face of the building, or mounted on the building canopy.

No permitted wall sign shall exceed 4 feet in height, excluding any logo. The top of the sign shall not extend above grade at a height greater than 40 feet.

Wall signs may be halo-lit or externally-illuminated, but may not be internally-illuminated. However, exposed neon illumination shall be permitted.

Projecting signage is allowed, and one projecting sign is permitted at each façade corner and may extend at an angle of 45 degrees or 90 degrees. The area of any projecting sign shall not exceed 68 square feet. The sign may not exceed 17 feet in overall height, may not extend more than four feet from the building façade or be mounted higher than the wall to which it is attached. All parts of such signs shall be located at least eight feet above the sidewalk.

III.L.3 Sign Illumination

All light for signs shall be designated to minimize glare. Light levels at property lines shall be less than 0.1 footcandle.

Flashing signs, reflective glass and illuminated tubing outlining roofs, doors, windows or wall edges of a building are prohibited.

Illumination of signs from external sources is encouraged provided glare is minimized.

Light from all light sources shall be diffused to eliminate hot spots. Light sources shall be protected from damage.

III.L.4 Prohibited Signs

The following signs are prohibited:

- Signs emitting a sound, odor or visible matter such as smoke or vapor. No sign erected shall contain audio equipment.
- Exterior use of advertising devices such as banners, streamers, pennants, flags, balloons, lights (whether flashing, flickering, blinking or rotating), wind-operated devices and any other type of fluttering or flashing devices or emitting an unsteady or glaring light.
- Roof signs.
- Off-premises signs.

III.L.5 Temporary Signs

The temporary sign regulations set forth in Section 347-109.3 of the Township Code shall be applicable to the Redevelopment Area.

III.L.6 Directory and Wayfinding Signage

A wayfinding signage program shall be required to direct pedestrians to and from nearby parking facilities and Montclair Center destinations as well as throughout the site.

IV. Town Center Architecture and Design Standards

Orientation to the Standards

The Design Standards consist of three parts: Rules, Tools and Direction. The strategy of this Redevelopment Plan's Design Standards consists of empowering development team and designers to do their best work within a prescribed architectural framework.

Section IV.A - Rules

Principles for good town center design, with special consideration for the historic town center.

Section IV.B - Tools

An analysis of what makes Montclair special, providing the basis for building design strategies.

Section IV.C - Direction

An aesthetic roadmap that narrows the stylistic paths for one or more parts of the given project.

Sections IV.A and IV.B are to be found immediately below and highlight key principles of the Rules and Tools, respectively. These are abridged versions of the complete text, which is to be found in the Plan Appendix.

Section IV.C below is complete.

All Sections contain captioned images illustrating points in the text.

These standards seek to promote quality outcomes – and avoid generic design solutions – by defining acceptable design goals, providing a detailed understanding of the aesthetics underlying the local built environment, and drawing from that understanding to create buildings and places that both respond and contribute to the character of the immediate project site and its broader context, Montclair's Town Center. While these guidelines prioritize the integration of local design character, with equal emphasis they direct the development team and its designer to deliver a building or group of buildings that is distinctive and purposefully not the product of “design by committee.” In other words, in addition to requiring designers to respond directly to the character of an existing architectural context, the guidelines support the creative contribution of the professional designer, who is tasked here with going beyond mere stylistic imitation to articulate a respectful 21st century design vision with its own internal logic and integrity.

All development within the Plan Area is subject to the following design standards. If any of the following provisions cannot be met, the Planning Board will entertain modifications that meet the intent and spirit of the provision and/or the Redevelopment Plan generally in accordance with the criteria set forth in Section VII.B. Deviations may be requested through a design waiver process and are not subject to the positive and negative criteria associated with the granting of variances.

In the event of a specific conflict between the Town Center Architecture and Design Standards and the development standards contained elsewhere in this Redevelopment Plan, the provisions of the Town Center Architecture and Design Standards shall not be construed to supersede the development standards contained elsewhere in this Redevelopment Plan.

IV.A: Rules (Abridged)

Town Center Design: Essential Principles

For the full text and requirements of Section IV.A, see Appendix.

IV.A.1 Introduction: Rediscovering Main Street

- Creating authentic and appropriate places for public gathering and use is a priority.
- With large pockets of inactivity at critical junctures, Bloomfield Avenue falls short of providing a safe, vibrant, walkable Main Street experience.
- Town center design today needs to learn from the examples of the past, including lessons from Montclair itself.

IV.A.2 The Walkable Community

- All new Main Street development must support the walkable community.
- Walkable, human-scaled streets enrich our social, cultural and economic lives, and improve the physical health of the individual and community.
- In a historic town center, walkability is enhanced by a variety of approachable buildings and well-defined public space.



A.2-01: Encouraged: Church Street in Montclair's Town Center is an excellent example of a human-scaled street whose generous sidewalk widths, diverse buildings with varied storefronts, and reduced vehicular traffic draw pedestrians throughout the day, encouraging an active and interconnected lifestyle.



A.2-02: Encouraged: Shoulder-to-shoulder buildings facing one another across a street or public plaza create a sense of enclosure and safety, and transform public spaces into comfortable "outdoor rooms" that invite lingering by residents and visitors.

IV.A.3 Valuing the Unique Character of Place

- Memorable town centers, like Montclair's Central Business District, have a unique physical identity.
- "Anywhere, USA" architecture, a generic faux traditional style created in the last few years, is not adequate to produce an authentic, appropriate design for a pre-existing historic town center.
- Understanding and drawing inspiration from the historic character and culture of a community forms the basis for authentic, appropriate design.



A.3-01: Discouraged: Brick is often employed across the country to imitate existing traditional architecture. When applied like wallpaper to a bare box, however, brick loses the depth and character associated with its historic precedents.



A.3-02: Discouraged: The base-middle-top facade strategy is rooted in traditional design, as are varied setbacks and cornices. When the materials and details of local design examples are ignored, however, new buildings can appear generic and cookie-cutter.



A.3-03: Encouraged: Town Centers need not be frozen in time. Imitating surrounding structures is not required to create buildings that reflect the character of their context. The design of buildings can respond to surrounding architecture through the interpretation and modernization of details. This Portland, ME museum takes cues in form and material from local landmarks.



A.3-04: Encouraged: A rendering of the residential redevelopment near Seymour Street in Montclair shows a low-scale architecture influenced by local design examples. The overall mass, which contains a two-level parking deck, is reduced in appearance through a number of traditional façade design techniques: form and material changes are consistent with the styles adopted and occur at different scales; vertical breaks define smaller masses and accommodate functional balconies; the impact of upper stories is mitigated with variations in design, material and stepbacks.

IV.A.4 Analyzing the Character of Place

- Distinctive town center architecture is quantifiable and the product of many centuries. It should be properly studied and provide the foundation for an informed design approach.
- The buildings themselves define the character of the downtown and help give a community a sense of identity, stability and history.
- Building characteristics create an architectural language that provides a common reference point for redevelopment applicants.
- Buildings and public spaces depend on one another to make neighborhoods, and cannot create vibrant communities without one another.



A.4-01: Encouraged: Varied buildings in Tribeca, New York City, jointly give the community a sense of identity, while individually reflecting the era of their individual origin.



A.4-02: Encouraged: A generous public plaza with simple brick paving provides an excellent backdrop for an eclectic group of historic structures. Tables, chairs, umbrellas, and selective landscaping bring further order and appeal to this tableau.



A.4-03: Encouraged: In a reinvention of this historic square, the designers embraced the historic quirks of the space. Namely, they removed curbs and cars in order to re-establish a pedestrian realm and uncovered ancient irrigation canals as new sources of play.



A.4-04: Encouraged: A group of buildings similar in style and height can easily frame a flexible outdoor room. Its use can vary from day to day and season to season, serving many needs for the community around it.



A.4-05: Encouraged: Princeton's Hinds Plaza is a true public space, where open area is reserved expressly for public use. The plaza's framing by buildings with storefronts creates a sense of enclosure, fostering activity and extended visits.



A.4-07: Encouraged: If accessible, private developments can also provide welcoming spaces for the public, such as the open arcade at the base of a building and the grand stairs often found outside institutional buildings and houses of worship.



A.4-06: Encouraged: Off-the-beaten-path rights of way, such as wider alleys between buildings, sometimes become semi-public spaces where unusual architecture and lower levels of pedestrian traffic allow for a sense of intrigue and intimacy.

IV.A.5 Midrise Design: “Building Block” of the New Main Street

- Development must be directed toward preserving the makeup of existing commercial, retail, and housing stock, with its varied price points and work and lifestyle options.
- Midrise architecture is the “building block” of the revitalized New Main Street, providing increased density while still providing light, air and a welcoming human scale.
- When carefully designed, midrise buildings can be harmoniously inserted into an existing street fabric without detracting from neighboring buildings through a combination of details and design strategies.



A.5-01: Encouraged: Carefully designed stepbacks in midrise buildings can produce matching rooflines between historic structures and larger, stylistically different neighbors. Buildings utilizing stepbacks are perceived as smaller by pedestrians.



A.5-02: Encouraged: Multiple stepbacks allow a six-story building to continue a three-story streetwall established by its older neighbors, with its upper three stories progressively reduced in visibility.



A.5-03: Encouraged: Stepbacks must be combined with clear form and detail to work effectively. To ally itself with an older building (at right), the above building starts with a tall glazed base, steps back with a middle facade parallel to the older structure, and adheres to a reductive, historically-compatible palette of glass and metal.



A.5-04: Encouraged: A prominent corner transition employs a deep entrance canopy and third-story stepbacks on the side to create a welcoming streetscape and an architectural rhythm easily legible to pedestrians.



A.5-05: Discouraged: Over-prescription of stepbacks may backfire, creating unnecessary complexity at odds with most historic town center contexts. Stepbacks and setbacks should be deployed specifically to respond to the scale of the adjacent context.



A.5-06: Discouraged: Uniform stepbacks on all sides of a building threaten to create a pyramid effect, highlighting overall mass rather than minimizing it. Where upper stories of a new midrise building will be visible from several directions, this must be avoided.

IV.A.6 Choosing Integrity over Imitation

- The integration of concepts from the past and present to create buildings that have their own integrity, independent of any imitative qualities, is of utmost importance.
- Direct simulation of historical architecture in new construction is unrealistic for many reasons.
- Designers and developers must respond imaginatively to the lessons taken from pedestrian oriented pre-war urban design must contemplate the differences between the past and present and incorporate the car's importance to everyday life.
- The past provides many tools for designers, but design strategies must be focused on now and not on nostalgia.



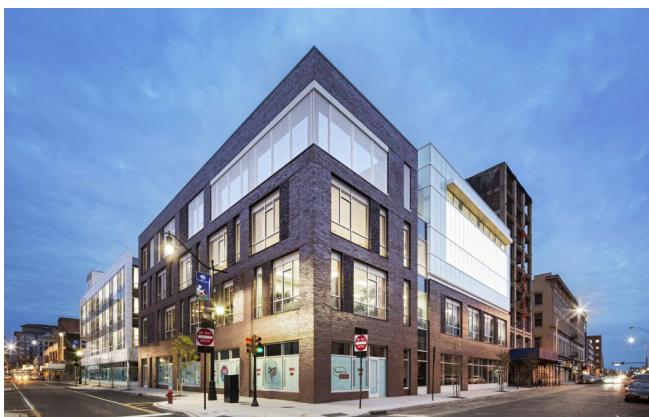
A.6-01: Discouraged: Requiring buildings to imitate or integrate historical styles and elements can lead to designs that seem like cheap parody.



A.6-02: Encouraged: Understanding what makes historical architecture work produces new architecture that works as an equal partner with historical context, without being a simplistic



A.6-03: Encouraged: An architecture that uses massing strategies involving changes in facade depth and layers of order can fit within a neighborhood despite being larger than its surrounding context, even without stepbacks.



A.6-04: Encouraged: Incorporation of historical material and style, such as brick and industrial openings in Newark, can be combined with new materials and expanded glazing to create a building suited for modern functions without seeming out of place.



IV.A.7 Having Architectural Ambition

- The goal of these design guidelines is not to require “design by committee,” but to draw out architectural ambition while respecting the realized aspirations of past designs.



A.7-01: Encouraged: Ambitious architecture can respect and reflect the best that cities’ histories have to offer while embracing modern values, without resorting to imitation or “design by committee.”

A.6-05: Encouraged (at left): Historically-inspired architecture can find continuity with the past while meeting the needs of the present. The transitional modern vocabulary of this mixed-use building – tall, glazed commercial storefront base, deep and continuous entry canopy, shallow bay upper-story residential windows, stone facade paneling, abstract caryatids in an attic story, and bristling cornice – is inspired by its traditional neighbors. The new materials, forms, and details are compatible with the context but in the early years of the 20th century gave fresh expression to the ubiquitous form of the Viennese apartment block.

IV.B: Tools (Abridged)

Montclair Town Center: Lessons to Learn

For the full text and requirements of Section IV.B, see Appendix.

IV.B.1 Where the Suburb meets the City

- Montclair's Town Center Main Street illustrates the balance between the suburb and the city, which remains a primary draw to the Township and is one of its great strengths.
- Both those looking for an escape from the city and a walkable downtown lifestyle find what they are looking for in Montclair, despite opposing perspectives.
- The Township's greatest challenge is preserving the character of its buildings while meeting the evolving, sometimes competing, needs of its citizens.

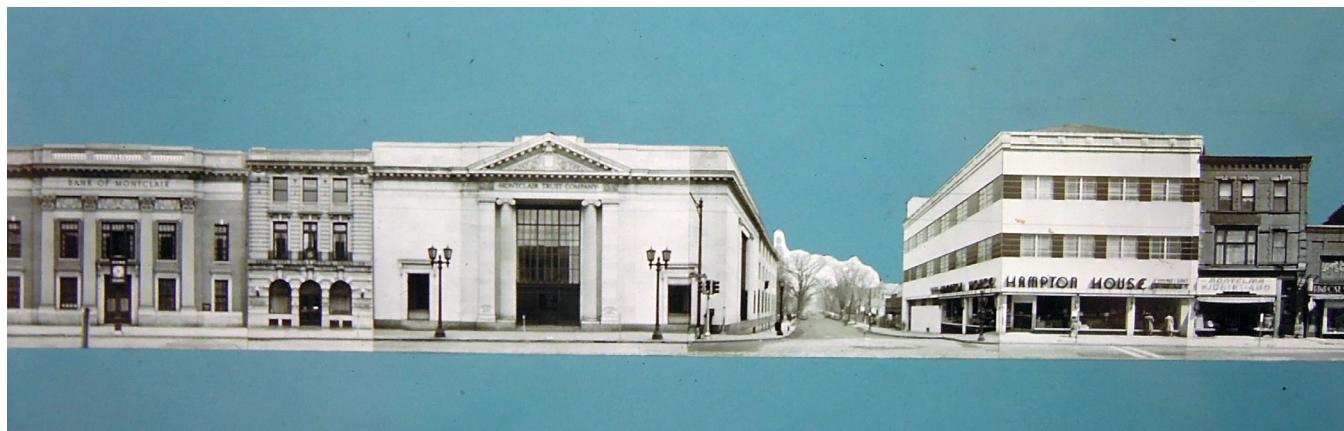


1 (c) Montclair Center BID

B.1-01: Ample al fresco seating on South Park Street and musicians on Church Street are examples of amenities that organically grow out of a well-designed walkable environment, providing as much character as the surrounding buildings.

IV.B.2 A Living Museum

- Montclair's diverse commercial architecture reflects the fashionable urban culture that new town residents successfully infused within the aesthetic framework of a late 19th- and early 20th-century pastoral village.
- Lasting effects of a 1909 report by landscape architect John Nolen are evident in some of the most impressive buildings in the Town Center.
- The richness of the architectural collection now standing within the Town Center and the high standard of its design and construction quality are what is truly remarkable about the central business district.
- The mix of active zones and pockets of inactivity in today's Town Center reflect all the influences of the recognized "Period of Significance" and since on its growth and development.
- Contributing buildings were mainly constructed between 1885 and 1937, and represent numerous architectural styles.



B.2-01 and B.2-02: As seen c.1946, the north side of Bloomfield Avenue, between North Fullerton Avenue and Park Street, displays an eclectic mix of architectural styles created over 50 years of spirited Town Center investment and development.



B.2-03: The 1913 former Municipal Hall, now Police Headquarters, at the corner of Valley Road and Bloomfield Avenue, handsomely combines Renaissance Revival proportions with Beaux-Arts detailing.



B.2-06: The 1926 Wedgewood Building's long, highly articulated Neoclassical commercial façade graciously ties Church Street to Bloomfield Avenue along South Park Street. Its steady rhythm of decorative bays and storefronts sustains the walkable street.



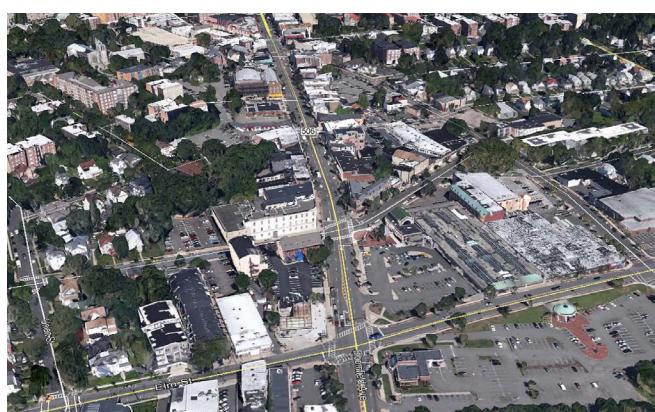
B.2-04: Although no longer serving its original function, the 1913 Beaux-Arts Lackawanna Train Waiting Room's entry colonnade, distinctive window surrounds and matching quoining, bold parapets, and arched thermal windows create a grand impression.



B.2-07: Montclair's Town Center provides numerous instances of well-designed structures of varying architectural style collected in close proximity. This combination of quality and variety is pivotal to the Town Center's built character.



B.2-05: Sited prominently at the western "gateway" into Montclair along Bloomfield Avenue, the Montclair Art Museum's 1914 Neoclassical design serves as an example of the high standards the Township seeks in its built environment.



B.2-08: Varied development along Bloomfield Avenue. Development at Lackawanna Plaza, at the bottom right of the image, shows the influence of more vehicular-oriented design, with parking lots replacing the streetwall.

IV.B.3 Leveraging Key Historic Assets

- Near three key historic buildings in the Town Center, exactly where there should be high points of visual delight and experience on Bloomfield Avenue, there are dead spots and discontinuity.
- Redeveloping the Lackawanna Plaza area, a key underutilized site, with an appropriate mix of uses will play a critical role in the ongoing rejuvenation of Bloomfield Avenue.
- The Rehabilitation and Adaptive Reuse of all existing historic elements on the site is strongly encouraged, in accordance with the U.S. Secretary of the Interior Standards for the treatment of historic properties.

B.3-01 (below): The view of Lackawanna Terminal in this period postcard, c. 1915, shows the relationship of the Waiting Room and Train Platform Canopy (to the right) to Bloomfield Avenue. Together, the elements frame a large space in the town center, consisting of an open lawn area and a broad hardscape for carriages carrying people to and from the Station. The livery for the carriages was across the street (presently, Greek Taverna), at the southeast corner of Bloomfield Avenue and Gates Avenue.



Lackawanna Railroad Station, at the corner of Bloomfield Avenue and Grove Street, in its heyday.



B.3-02: In this postcard view, c. 1915, it is possible to see how convenient it was to move between the tracks (on the right) and local transportation, horse carriages in this case.



B.3-03: This recent view, comparable to the view above, shows how the 1980's brick wall interrupts the first Platform Canopy, impairing its historic integrity as a free-standing structure.



B.3-04: The Lackawanna Train Station, as seen c. 1915, soon after its completion. The Station has been altered over time, but this overview makes it possible to imagine how it functioned originally. In the foreground is the open-air Terminal Shed, the covered area where the train tracks and waiting platforms ended. Beyond the Terminal Shed are the long open-air Platform Canopies (integrated into the existing Lackawanna Plaza structure in the 1980's). The Platform Canopies consist of steel columns with flared steel beams supporting cantilevered concrete roofs. At center right is the Waiting Room structure, where passengers could buy tickets and walk directly outside, under cover of the Terminal Shed and the several Platform Canopies, to the appropriate train platform. The brick Horse Watering Trough is partly visible, center left.



B.3-05: Looking east from the Waiting Room, c. 1915, the Platform Canopy closest to Bloomfield Avenue leads to a concrete stair (partly extant) that brought pedestrians up to the decorative concrete Grove Street bridge. The present-day brick wall facing Bloomfield Avenue (enclosing miscellaneous businesses, including Popeye's), was erected in the 1980's, immediately adjacent to the steel columns of this Canopy. The full concrete canopy remains intact and is visible inside, on the other side of the present-day brick wall.

IV.B.4 Building Basics: Lowrise Design

IV.B.4.1

Lowrise Design Background

- The majority of the buildings in the Town Center were constructed as abutting lowrise commercial structures, 2-3 stories high with flat roofs.
- The lowrise design making up Town Center buildings include a discernable set of details and design strategies.



B.4-01: Lowrise buildings in Montclair never utilize stepbacks. Multiple facades, built out of complementary brick and glazed masonry and similarly detailed to create bays, nevertheless create



B.4-02 (above): While lowrise, these 3-story apartment buildings on Glenridge Avenue, near the redevelopment area, demonstrate different strategies for bringing visual interest and variety to a familiar building type. It is not hard to imagine modestly “growing” these structures by adding a fourth floor in contrasting form or material, or by stepping back the additional floor.

IV.B.4.2

Lowrise Design Precedents

- There is no “ideal” building displaying each design strategy perfectly, but studying a group of buildings in Montclair’s Town Center presents typical and effective lowrise design.
- Existing lowrise fabric provides cues for additions that might transform them into taller buildings.
- The Louis Harris Building is an excellent example of a base-middle-top façade expression, a mix of residential and commercial uses, and an appropriate use of varied materials.
- The Wellmont and Kahn buildings, constructed at the same time, employ numerous strategies in order to differentiate the two buildings as they front different streets while tying them together through material and compositional similarity.
- 440-444 Bloomfield Avenue articulates its mass in order to increase perceived verticality and stateliness in what could have been a flat, square façade built out of a very simple material.



B.4-03: The Louis Harris Building on Park Street is organized into a bold base-middle-top composition using a tall storefront, decorative bands, and individual ornaments. Windows are grouped and spaced to emphasize verticality.



B.4-05: Buildings do not require expensive carved stone or molded masonry to create a contextual facade. Brick pilasters, draped lintels and a corbeled brick cornice at 440-444 Bloomfield Avenue



B.4-04: Constructed together, the Wellmont Theater and Kahn buildings share an architectural language but are massed to differentiate themselves and present very different faces along Bloomfield Avenue and Seymour Street.

IV.B.5 Building Basics: Midrise Design

IV.B.5.1

Midrise Design Background

- Examples of midrise design in Montclair's Town Center document a range of effective design strategies for buildings of approximately 4 to 6 stories in height.



B.5-01: At more than half the height of the towering Claridge Apartments, the Hinck Building employs a rare midrise stepback to hide the top half of its original theater, preserving the pedestrian



IV.B.5.2

Midrise Design Precedents

- The Madison Building is designed in such a way that its massing and composition create a harmonious façade that is not overbearing on its shorter neighbors.
- The Claridge Apartments and the new Seymour Street project provide examples of 5 and 6 story buildings that fit into the historic district's streetscape with and without stepbacks.
- Pre-war apartment buildings on Seymour Street have a permanent, sturdy appearance tempered by graceful architectural gestures that break down a 5-story mass.



B.5-03: The Madison Building uses grids of varying scales and rhythms in order to reduce its perceived scale. Differences in height and width between it and its neighbors are visible in this photograph, but hardly apparent at the pedestrian level.

B.5-02: At 6 stories tall, the Claridge Apartments is one of the tallest buildings in Montclair. However, material choices, window placement and detailing allow the building to fit within its context without a single stepback.



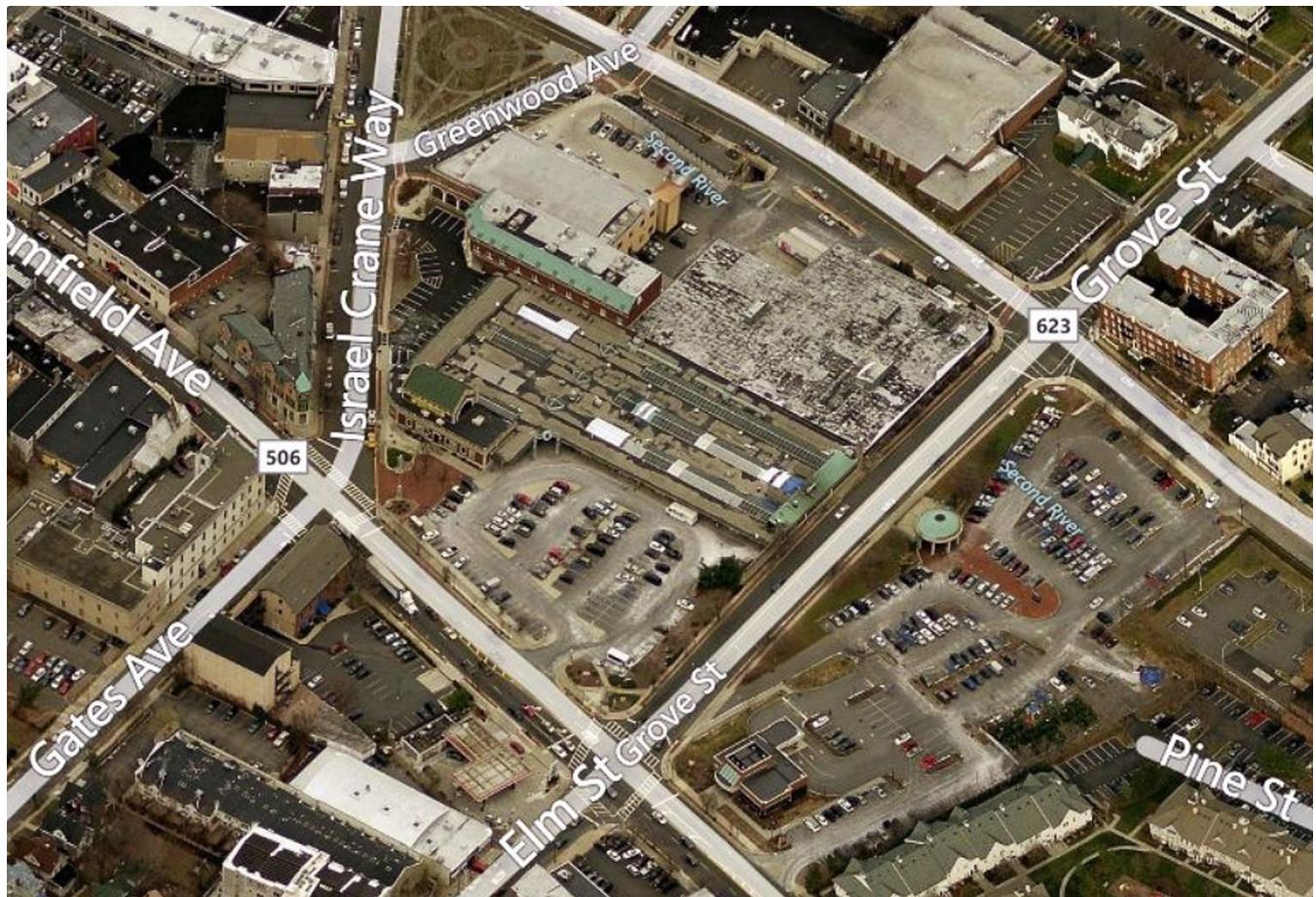
B.5-04: Multi-family apartment buildings along the edges of Montclair's Town Center display what a base-middle-top strategy can look like when not employed by a mixed use building, as typically seen along Bloomfield Avenue. Shallow massing projections divide the building into vertical bays, breaking down the scale of the four-story structure. Stone framing the central entrance matches a stringcourse and the window sills, unifying the composition.



B.5-05: In mixed-use design, the requirements for different kinds of programming - ground-floor retail, upper-story residential, screened parking structures - lend themselves to form-making that breaks down larger masses. Above left, at the Seymour Street redevelopment project in Montclair's town center, transparent bases, uniform middle stories, distinct cornices, and top-story stepbacks reduce the apparent scale of a trio of new 5 story buildings. A canted metal screen on the new parking garage, middle right, provides an effective modern foil for the buildings and plaza.

IV.B.6 Building Basics: Site Awareness

- Both small and large design decisions impact our perception of the streetscape.
- Because of the large size of the project site, the design should aim for a range of styles and massing strategies to relate to the context.
- Existing historic and mixed-use buildings should influence the redevelopment design.
- Framing the Train Station Waiting Room as part of a new public plaza is important, as is maintaining views to this key historic structure.



B.6-01: Given the history of this large site, a nexus of transportation for goods and commuters and, more recently a center for food and shopping, it is not surprising that a wide range of building styles, types, sizes, and uses wraps the Lackawanna redevelopment site.



B.6-02: Southeast corner of site, looking north from Bloomfield Avenue. Montclair Mews, a residential development built at the location of the rail bed serving the former the Lackawanna Train Station, is visible on the right.



B.6-03: Approaching the intersection of Bloomfield Avenue and Grove Street, along Elm Street, looking north. The approximate 6 foot rise of Grove Street is visible in the middle of the photo.



B.6-04: Looking west and north from the intersection of Bloomfield Avenue and Grove Street.



B.6-05: Next to the former Train Station Waiting Room, looking north along Lackawanna Plaza, also known as Israel Crane Way. The Terminal Shed, with non-original enclosures beneath, is seen on the right, terminating in a 2-1/2 story brick office building built in the 1980's. The west side of Lackawanna Plaza features a variety of building styles and uses. The overall vista culminates in Israel Crane Park.



B.6-06: Northwest corner of site, looking east along Glenridge Avenue. A wide range of building styles, types, sizes, and uses wraps the Lackawanna redevelopment site.



B.6-07: The intersection of Grove Street and Glenridge Avenue, looking north. A 3-1/2 story apartment building at the northeast corner of the intersection provides a fine example of Midrise design, using contrasting masonry to define the building base and enliven the roof line.



B.6-08: Northeast corner of site, looking east along Glenridge Avenue. At this part of the site, compared to other edges of the Lackawanna redevelopment area, detached homes and the Matthew G. Carter Apartments provide a strong residential presence, with no commercial activity.

IV.B.7 Open Space

- Montclair Town Center has very limited dedicated open public assembly space, whether hardscaped or landscaped.
- In aggregate, sidewalks constitute the largest public gathering spaces within Montclair, but wider sidewalks and planter seating inevitably make for awkward meeting and dining locations along a loud and busy Bloomfield Avenue.
- The creation of large-scale public open space would preserve in Montclair's Town Center a quality of life commensurate with the Township's identity as an exceptional destination.



B.7-01: Crane Park, while a welcome green space, cannot provide the wider range of programmatic opportunities presented by a larger, more open, hardscaped public assembly space.



B.7-02: The corner of Church Street and Bloomfield Avenue provides one of the most used public spaces in Montclair. While highly visible, space is limited and lack of adequate separation



B.7-03: Recent redevelopment of South Park Street has extended the wider inviting sidewalks and seating planters of Church Street. Closings transform the street into a fully protected public space only intermittently.



B.7-04: The courtyard at Cuban Pete's is a successful open outdoor space, fully protected from traffic, noise and wind. As a semi-private space, however, it is not available to the public for free



B.7-05: The former Thai Chef includes an intimate forecourt, separated from the hurly burly of Bloomfield Avenue by a low masonry wall.

IV.B.8 Parking

- The Township's Master Plan has focused on providing more parking through structured decks, to provide more individual spots while preserving the pedestrian experience and walkable community.
- Parking deck design presents specific design challenges. Existing decks in Montclair offer an instructive comparison.
- The lessons of the Crescent and North Fullerton Decks must be supplemented with new strategies to ensure the decks remain inviting conveniences and not intrusions in the Town Center landscape.
- Lining visible frontages of a multi-story parking deck with active uses, such as retail, residential lobbies, and residential units on upper stories, is encouraged.
- Where proposed parking structures are not lined with active uses, an alternative screening method that integrates with the architectural character of the attached, larger building must be used. Green facades and permanent art installations may form part or all of such a screening strategy.



B.8-01: Compared to parking lots surface lots preserve light and air on the streets, but provide an inferior number of parking spaces compared to parking decks. These lots create dead-zones in the Town Center and remove space that can increase available housing or business stock, or provide true open space that can be used for public gathering and recreation.



B.8-02: The North Fullerton Deck's deep setback leaves it hard to find and foreboding. The Deck's western entry is below grade, making it hard to find. Its eastern entry is close to Bloomfield Avenue, resulting in a cramped approach and increased congestion.



B.8-03: Minimal floor to floor heights within the North Fullerton Deck create dim spaces that don't feel safe.



B.8-04: The Crescent Deck picks up on architectural cues - massing, detailing, material use - from neighboring traditional multi-family housing. The deck's location provides car queuing and some relief from adjacent heavily used thoroughfares.



B.8-05: Along The Crescent, the Crescent Deck utilizes the architectural lessons from its commercial neighbors, extending the streetwall and emulating older architecture through modern precast concrete detailing.



B.8-07: A planted green screen applied to a parking structure shades the interior, screens the deck structure, and visually softens the spaces around the deck.



B.8-06: Extra care is taken to ensure that the Crescent Deck is respectful to the immediate multi-family housing building. The buildings share a very similar scale, and precast window details are employed by both structures.



B.8-08: Whether developed by the architect or created by an artist, the integration of sculptural screening can be an effective way to transform a parking structure into a dynamic, artistic form.



B.8-09: A repetitive system of three-dimensional elements is a powerful way to screen a parking deck. Depending upon the viewing angle and the use of color and form, the screen will change appearance from different vantage points.

IV.C: Design Direction

Lackawanna Plaza

Redevelopment Design:

How to Proceed

IV.C.1 Building Design and Architecture

This section provides requirements for building massing, spelling out specific, measurable means by which large buildings must be broken down visually into a series of smaller elements that harmonize with the character of Montclair Center and the historic Lackawanna Terminal Waiting Room building, while not precluding contemporary design. The resulting building forms will respect the overall pattern of downtown development by taking cues from common themes evident through the various architectural styles visible in Montclair. These include use of bays and a base/middle/top, and stepping-back the tallest portions of some buildings.

The development of new buildings within the redevelopment area shall enhance the Town Center by respecting the scale and character of the adjacent residential neighborhoods, and the general “Main Street” character of Bloomfield Avenue in the Township of Montclair.

All development within the Plan Area is subject to the following standards and guidelines.

IV.C.2 Town Center Design Principles

The project design shall be conceived and shall integrate itself into the surrounding context in accordance with the general Town Center planning and design principles outlined in Section 1 of this guide.

IV.C.3 Contextual Considerations and Use of Design Precedents

The most visible portions of the plan area sit within the Town Center Historic District. Other portions of the plan area border non-locally designated historic areas, including commercial and residential neighborhoods. The periods of construction, scale, materials,

design, and condition of buildings adjacent to the site vary widely.

Due to the variety of adjacent architectural context, all new buildings shall follow the design example, in order of priority, of the architectural precedents listed below, but design latitude is provided such that proposed designs may adopt an approach that fuses two or more design styles. New buildings should respond to characteristics from one or more of the categories listed in recognition of the inherent challenges associated with reproducing and/or simulating historic architecture, as outlined in Section IV.B of this guide.

1. Directly adjacent existing structures that fall within the Montclair Period of Significance (1802-1937) as defined by the Montclair Historic Preservation Commission.
2. Adjacent and facing structures within the area bounded by Bloomfield Avenue, Lackawanna Way, Glenridge Avenue, and Grove Street, with the exception of gas and tire service stations, and detached, single family homes.
3. Lowrise and Midrise buildings constructed from 1885 to the present, where the applicant shall demonstrate the relevance of buildings selected in this category as appropriate for the surrounding context.



C.4-01: **Historicism**, the close approximation of an actual historic architectural style, requires special design knowledge, highly skilled labor and, usually, a well-above average construction budget to execute properly.

IV.C.4 Project Statement and Compatibility

A Project Statement, which may be a combination of text and graphics, shall be provided to the Planning Board illustrating a well-considered philosophy of how the project adds value to the township contextually and stylistically.

Recognizing the urban and suburban characteristics of the site and Township, the Statement must explain in town planning design terms the relationship of the project site; which will effectively be a new neighborhood in the Township's central business district, to its immediate neighborhood and the broader community. The Statement should connect larger-scale site planning to smaller-scale building and landscape



C.4-02: Executed properly, Historicist design is capable of recreating the character of a traditional Town Center. This development consists of a single block meant to look like several mixed-use buildings built over time.



C.4-03: Transitional design combines historic and contemporary elements, producing buildings sympathetic to a traditional context. Decorative articulation is often present in the form of stringbands and cornices, albeit in stylized or abstracted form.

design decisions. In other words, the Statement must go beyond a recitation of project facts and figures and address how the project is intended to be perceived in a larger context by residents and visitors alike.

Here are three examples of Project Statement "lead sentences" that illustrate the level of specificity required:

With its extraordinary size and location, the project establishes a new heart for the central business district and we will show you how the locations, orientations, and sizes of the proposed buildings and the spaces around them support this.

Situated at a key crossroad in the Township, the project serves as a landmark for the larger community, exploiting the unusual bridge-like condition of Grove Street to form - through topographical changes and paired structures - a memorable visual and physical crossing.

Content to meet its neighbors with more traditional building forms and styles, the project provides a humble frame for the historic assets at its center, presenting the opportunity to discover a unique world within an understated envelope.

The design team's Project Statement will provide its own Project Statement and elaboration.



C.4-04: Holding the corner of a block in Tribeca, this transitional design borrows the proportions and materials of nearby historic cast iron loft buildings. In the middle floors, brick piers substitute for cast iron, a nod to adjacent masonry buildings.



C.4-05: Transitional design knowledgeably reinvents historic design. This mixed-use structure shares the base-middle-top composition of its older neighbors but amplifies its storefront and cornice to capitalize on the corner location.



C.4-08: Borrowing from historic factory design and the modern office building, this Interpretive Modern building uses traditional materials and a multi-layered facade to fit within its neighborhood, despite being larger and not relying on stepbacks.



C.4-06: Historical material and style, such as brick and industrial openings, can be combined with new materials and expanded glazing to create a building suited for modern functions without seeming out of place in a walkable town center.



C.4-07 Historical material and style, such as brick and industrial openings, can be combined with new materials and expanded glazing to create a building suited for modern functions without seeming out of place in a walkable town center.



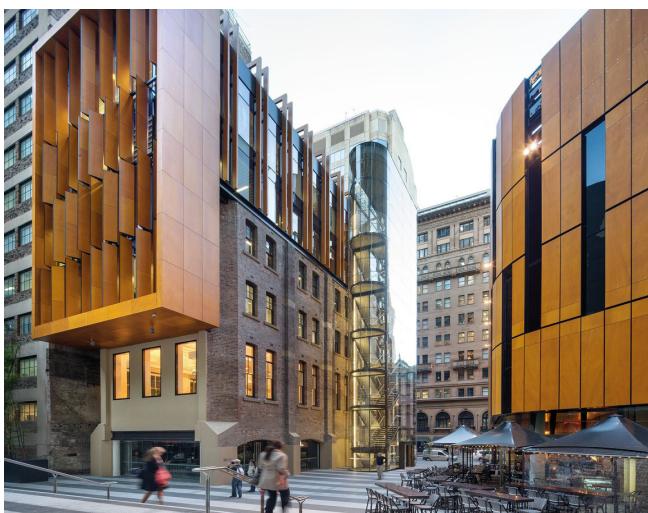
C.4-09: In lowrise construction, often used to transition from midrise masses to the scale of adjacent single family residences, smaller repeated masses are effective when articulated with materials and textures that echo traditional design.



C.4-10: Modern design, with a typically narrow palette of minimally-detailed materials and emphasis on abstract form, can take on contextual qualities and visual interest through overall massing and contrasts between solid walls and glazing.



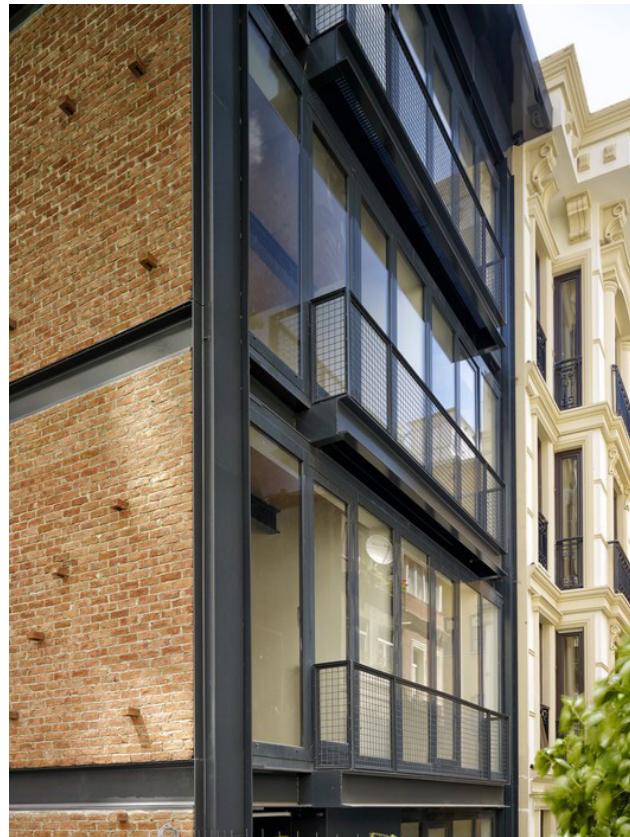
C.4-11: Reductive Modern design, if respectful of the storefront culture that fuels the walkable “Main Street”, is no less effective than historic design. Thin floor plates and finely detailed glazing on upper floors produce a delicate lowrise design.



C.4-12: A basic midrise masonry building is enriched by being framed with contrasting additions that nonetheless share its simplicity of form and craft.



C.4-13: Inspired by its blocky neighbors with their punched openings, this addition steps back from the street, projects to the side, and uses metal as a contrasting material. It preserves its historic base while asserting its role in redefining the site’s use from commercial to multi-family.



C.4-14: Within the vocabulary of a more restrained “Classical” Modernism, traditional materials such as brick, metal and glass can take on new life, stylistically bridging old and new.

In addition to defining the project's town planning design aspirations, the Project Statement shall make clear the architectural language(s) the design team is proposing and how these choices support the town planning design intent. The statement should clearly note the stylistic intent of the building(s) and the public space(s). This language may refer to the architectural movements utilized in existing local architecture, as cited in Section IV.B. In contemporary terms, these styles include, but are not limited to: Historicist (Figures C.4-01 and -02), Transitional (Figures C.4-03 and -04), Interpretive Modern (Figures C.4-05 through -9), and Modern (Figures C.4-10 through -14).

Designers and developers must also consider their buildings' contribution to the surrounding neighborhood context in three ways. A new building may be a landmark serving as a visual and functional focal point of the development. (Figure C.4-10) Where existing key historic structures are already present on or adjacent to the project site, neighboring building(s) should be made compatible according to the Rehabilitation guidelines of Secretary of the Interior's Standards for the Treatment of Historic Properties. (Figure C.4-15) Along secondary streets, a simpler, more restrained architecture, providing the background fabric necessary on any street, is permissible (Figure C.4-16).

While a single building's influence on its neighborhood will typically fall under one of these categories, larger or multiple buildings may be adjacent to different contextual conditions on different frontages. These buildings should be designed such that their building mass can be modulated to suit different purposes simultaneously. (Figure C.4-17)



C.4-17: A three-story brick and storefront base (right) ties into the existing, lower context while a vertical brick mass (left) announces the transition to a taller re-zoned area. Stepbacks from right to left and glass "infill" zones mitigate overall mass.



C.4-15: This midrise corner building occupies its corner site with great restraint. A traditional brick and glass palette is paired with a highly articulated gridded facade. It provides a dignified example



C.4-16: Background fabric doesn't mean dull. With wood, brick and stucco, these three-story masses, set against a four-story mass, provide an effective, Interpretive Modern transition from a commercial to single-family residential area.

As part of the Site Plan application, the design team shall illustrate the proposed project's relationship to the surrounding context by providing ten (10) photomontage renderings. The design team shall utilize specific street-level photographs provided by the Township, depicted in the pages below. These photomontages must include geometrically accurate insertions of the proposed project massing, inclusive of facades depicting primary and secondary materials as well as fenestration.

The original digital photo files are available from the Township upon request.



01 Photomontage Reference Image: Bloomfield Avenue and Gates Avenue, looking east



02 Photomontage Reference Image: Lackawanna Plaza, looking east



03 Photomontage Reference Image: Bloomfield Avenue and Elm Street, looking northwest



04 Photomontage Reference Image: Elm Street and Bloomfield Avenue, looking north



05 Photomontage Reference Image: Bloomfield Avenue, looking west



06 Photomontage Reference Image: Glenridge Avenue and Cloverhill Place, looking west



07 Photomontage Reference Image: Glenridge Avenue and Greenwood Avenue, looking east



08 Photomontage Reference Image: Grove Street and Glenridge Avenue, looking south



09 Photomontage Reference Image: Grove Street, looking west



10 Photomontage Reference Image: Grove Street, looking east

IV.C.5 General Massing and Materiality Considerations

All buildings should be oriented to the existing street grid. Variations may be considered if they result in an improved relationship of building to street and open space, both existing and proposed. Buildings should be located to preserve public streetscape viewsheds. Opportunities for framing historic architecture and new architectural features are encouraged.

Per the setback and stepback requirements outlined elsewhere in this plan, the mass of new construction shall step down to the street frontage.

As the east and west parcels of the project site have direct exposure to three public right-of-ways, the creation or appearance of a “megastructure” is discouraged. A megastructure shall be defined as a single building occupying its block, architecturally rendered with uniform materiality, color and details applied to an unbroken monolithic mass, 3 stories or taller, along the full street frontage. To aid in scaling down building masses, both large or small, guidelines for appropriate vertical breaks in massing and materiality along Bloomfield Avenue and other streets are described below.

Since stepped lowrise and midrise design and vertical breaks in massing to reduce the scale of a block-wide structure are inconsistent with the Town Center standards of zero front and side lot line setbacks, respectively, special care must be taken if vertical breaks are employed so that any shorter mass close to the street frontage is not designed in such a way that it appears to be a shallow building added to the front of a taller building. If vertical breaks are introduced into the lower mass of a façade with the intention of further reducing street-side mass, such breaks shall be integral to the overall character and cohesion of the building.

As a supplement to vertical massing breaks, vertical breaks in materiality may be introduced (ie, changes or shifts in primary facade materials) from one street-side mass to another in order to further reduce the sense of overall building mass.

As an alternative to vertical massing breaks, vertical

breaks in materiality may be used to further reduce the sense of overall building mass, as follows: Vertical breaks in materiality to create the appearance of multiple, directly abutting buildings forming a streetwall – mimicking the existing zero side lot line condition common to Bloomfield Avenue – is only permitted to aid in transitioning masses as they step up or down due to: 1) changes in finish grade or 2) intentionally echoing the mass and/or material character of existing Town Center buildings from the historic Period of Significance.

Horizontal breaks in materiality will be permitted to reinforce the base/middle/top compositional strategies discussed in other sections of these guidelines. Where the appearance of multiple, directly abutting buildings is proposed, forming a zero side lot line streetwall without vertical massing breaks, the width of abutting buildings shall be based on the width of existing structures from the Town Center historic Period of Significance, shall aid in harmonizing the project with the scale of its immediate context, and shall distinguish adjacent buildings, one from the other, through some combination of design style, height, stepbacks, primary materiality, and/or window types. In no case shall the device of creating a streetwall through multiple abutting buildings be based on recreating any specific part of the typical Montclair Town Center streetwall.

IV.C.6 Special Massing Considerations

With little exception, the project site is bounded on all sides by freestanding buildings, counter to the norm along Bloomfield Avenue and classic Main Streets discussed elsewhere in these design guidelines. Additionally, a cresting road, Grove Street, cuts through the center of the Plan Area and the larger of the two resulting parcels features a historic landmark set well back from Bloomfield Avenue, the “main street” itself. These special conditions warrant overall massing solutions that exploit the possibility of both introducing new freestanding buildings and “restoring” the streetwall of classic Main Street.

The size of the Plan Area nearly disguises the fact that the entire site is in fact a shallow bowl, with the low point at a topographic elevation of 236, corresponding roughly to the walking surface of the existing Grove

Street pedestrian underpass. By contrast, the high point of the site, at the crest of Grove Street above, sits at elevation 247, a difference of 11 feet. At the perimeter of the site - the rim of the bowl - the topography rises to an uneven edge. Along Bloomfield Avenue, the topography varies from 241 to 247. Along Glenridge Avenue, the topography sits a bit lower and varies from 237 to 243.

In a design seeking to balance building mass with open space, it would be reasonable to take advantage of the bowl-like conditions by concentrating larger building mass at or close to the low point of the site, which would minimize its apparent bulk when seen from adjacent streets. Adoption of this strategy should translate to greater freedom in setting back and stepping back building mass elsewhere on the site, as well as, critically, opening up additional ground space for public use.

The resolution of massing and the creation of open space should not come at the expense of spoiling daylight available to nearby properties. While new buildings on the project site must be respectful of their context by virtue of massing and character, they have an impact on the community beyond their appearance. In particular, consideration must be given to the shadows cast by new buildings. To evaluate how the project's massing will impact neighboring property, a set of solar studies shall be required.

IV.C.7 Corner Design

Building corners are an opportunity to define architectural character, improve pedestrian orientation, and broaden street views. Chamfering is the de facto treatment for corner buildings facing key intersections in Montclair's Town Center and provides one example of this principle at work.

Increasing the percentage of glazing and/or size of windows at building corners is permissible. Corners may be articulated with recesses or projections that run vertically continuous up a portion or the entire height of the façade. Alternatively, a distinct pedestrian zone for pausing, meeting or gathering, such as a colonnade or arcade, may be provided at the corners of buildings, a practical consideration for an area close

to retail and residential entrances. Corners can also be emphasized, subtly or boldly, through the use of canopies and other distinctive forms and changes in material, detail and color from the rest of the façade. (Figures C.7-01 and -02)

The Redevelopment Plan area includes the key intersection of Bloomfield and Grove. The creation of Public Spaces at or near this intersection should result in special treatment for adjacent buildings. In particular, the public-facing façades of a new building that fronts on both Bloomfield Avenue and a new Plaza, regardless of its stepbacks from the property line, shall be given equal design consideration.

One or more main entrances to a shop, restaurant or residential lobby are encouraged to be located: at the building corner, within 25 feet of the building corner on a street-facing façade, and/or at a place that facilitates access to nearby mass transit and parking options.



C.7-01: A recessed vertical bay element, similar in width to the building's standard bay, unobtrusively highlights the corner.



C.7-02: A single building, contrasting massing and materiality create the appearance of two structures meeting at a corner, each structure with its own apparent orientation and purpose. The open colonnade at the base helpfully unites the forms.

IV.C.8 Building “In the Round”

Façade design and finish materials shall be considered in three dimensions, particularly as buildings turn corners. Materials and/or details shall be extended around building corners and extensions in order to avoid a “pasted on” appearance. All building façades adjacent to or visible from a public street, walkway or open space shall exhibit the same or similar degree of architectural detailing as the building’s primary, street-facing façade. Material changes should occur at a logical transition point, related to changes in building program, dimensional architectural massing or detailing, rather than form an arbitrary pattern on a flat façade.

At all facades visible to the public, three-dimensional surface articulation – achieved, for example, through changes in wall plane, material, texture, and detail – is encouraged. The use of materials installed in a flat, repetitive manner with little or no relief on any given mass is strongly discouraged. In particular, new construction shall have a sense of depth, rhythm and scale made legible through the use of shadow lines on all buildings masses. No matter the architectural style, dimensionality in a façade is the most effective way to harmonize new construction with existing in the Town Center. Refer to the analysis of Town Center historic architecture in Section IV.B and contemporary architecture examples in Section IV.C.4 for additional guidance.

IV.C.9 Building Mass and Strategy

Lowrise and Midrise Design as outlined in Sections IV.A and IV.B shall provide the basis for building massing strategies.

New buildings in the plan area shall be articulated in a manner that differentiates between how the building meets the ground, how intermediate (i.e. middle) floors are grouped, and how the top is resolved at upper-most stories, with the understanding that such distinctions may vary in intensity ([Figures C.4-10, C.9-01 and -02, for example](#)). Any employed design strategy should be visually impactful and legible from the street-level public right-of-way. Base/Middle/Top

delineations through masonry detailing mimicking that found in Montclair Town Center is allowed, but not required.



[C.9-01: The base-middle-top composition of traditional “Main Street” facade design can be creatively interpreted in order to produce an effective midrise design.](#)



C.9-02: Even in a Modern mode, the base-middle-top compositional strategy is an effective way to preserve a walkable community while adding new variety and vitality.

Base Articulation:

The base of the building shall be more thoroughly detailed and articulated to connect the building to the ground plane and the scale of the pedestrian. The base may be defined as a distinct datum, such as a water table or contrasting belt course, introduced at the ground floor and/or as the entire ground floor facade itself. The degree of articulation of the base shall be consistent along each facade of the building visible from the Public Right of Way. A change in materials or wall thickness should be considered to address changes in grade. In addition to bay variation (see below), the prominent articulation of major pedestrian entry ways is encouraged.

Middle Articulation:

The middle floors of buildings, as defined by all stories above the ground-level story and below the

first stepback of each building or buildings, should be distinguished from the base and top through changes including but not limited to: material selection and texture, fenestration pattern, and/or detailing. Appropriate details may include mixed patterns of masonry bonding, distinct window sills and lintels, horizontal reveals, or belt courses.

Top Articulation:

The top of the building shall include where buildings meet the sky, through a parapet or pitched roof, and stories above stepbacks 5 feet or more in depth. The building's termination should be expressed through the use of detailing visible from street-level public right-of-way, inclusive but not limited to a cornice, decorative parapet, shading device, or roof overhang, applied in a material, method and proportion consistent with the architectural style of the building. If the building has a flat roof, the articulation of the top may include portions of the top-most story of the building mass, creating the appearance of an attic story or rooftop addition. If the building has a visible pitched roof, articulation may be integrated with the roof edge and eave elements.

Mansard roofs may not be used on more than 15% of the entire project and are subject to the following requirements: No greater than 12 feet in total height; finished in metal standing seam panels or slate roof tiles; and punctuated with dormers serving occupiable space, with such dormers making up no less than 50% of the mansard roof.

Vertical Bay Rhythm and Horizontal Expression:

Façades facing a public street and visible from a public Right-of-Way should clearly express vertical bay rhythms and horizontal breaks through the use of two or more of the following: (i) changes in materials; (ii) material finishes and patterns; (iii) structural bay expression (for example: engaged piers, pilasters), (iv) fenestration, such as window opening spacing; and (v) changes in the depth of the façade plane of at least 8".

IV.C.10 Storefronts and Managing Topography

As described in Section IV.B, the first floors of the majority of structures in Montclair Center are typical of late 19th and early 20th century commercial architecture in that they are generally composed of pedestrian-friendly large expanses of glass paired with a recessed entrance. The ability to see in and out of buildings at street level is important to the character and appeal of the Town Center Historic District. New construction shall respect this established pattern. (Figure C.10-1)

The portions of street-facing building bases with retail and commercial use shall have a minimum of 60% ground floor glass, with storefronts that provide the pedestrian-friendly characteristics included in the typical Town Center storefront. Blank walls or walls with only a small percentage of windows at street level shall only be permitted in specific areas of the façade based on tenant program. The areas of tenant program that require solid walls or walls with only a small percentage of windows shall be located adjacent to building facades away from the streetscape wherever possible. When these walls abut public plazas, or parking areas, these walls shall be designed to enhance outdoor public spaces through the provision of human-scaled architectural detailing and artwork.

Where first-level uses include retail or commercial uses, the following standards are encouraged or, in some cases, required to create the greatest level of public-private transparency from street to building.

1. Street-facing facades of the first level of buildings along Bloomfield Avenue, Grove Street, and Glenridge Avenue shall have a retail-style design that reinforces the public character and visibility of the first level. Windows shall maximize views into the interior, while reinforcing the proposed architectural style of the building.

2. With the exception of Low-E coatings required to meet energy code requirements, street-facing ground-floor windows shall employ clear glass and allow visibility to the activity inside. These windows shall not

be obscured by other glass tinting, blinds, or drapes. Where shade and/or weather protection is desired, metal canopies and/or fabric awnings may be used.

3.

Any signage shall fit into the overall character of downtown Montclair and shall comply with Montclair Township's sign regulations (see Sections 347-105-111) and the Design Guidelines for the Montclair Town Center Historic District, except for where explicit standards in the redevelopment plan deviate from the zoning ordinance. In addition, the following standards apply:

- Building design should provide a logical space within the first level, above any retail or commercial storefronts, doors, or windows, for retail signage.
- Signage should be placed so as not to obscure the distinctive architectural features of the building.
- Building-mounted signs should only display information about the businesses located on the property.

4.

Pent roof overhangs, light shelves, canopies, and straight awnings are encouraged along retail storefronts and over major building entrances. Retail signage and building-mounted lighting are also recommended to help highlight the base where appropriate. Security grates mounted to the exterior of buildings are prohibited.

5.

Except where the first-level use is retail, landscape plantings are recommended within any setback areas that are deeper than the minimum required setback.

Align street-fronting commercial floor levels with the sidewalk level (maximum of 1'-6" above or below). For larger ground floor spaces with multiple tenants, this may require stepping the floor slab on sloping sites. Commercial frontages should have a regular storefront bay rhythm, from a minimum of 10'-0" wide to a maximum 36'-0" wide. Minimum clear ceiling heights for ground floor commercial uses should be 12', except where existing conditions prohibit this minimum height.



C.10-1: Whether lowrise or midrise construction, the principles of maximizing storefront glass and providing easy access, especially on a sloped site, provide the foundation for an active and interesting streetscape.

IV.C.11 Windows and Fenestration

Above the first floor, at façades along the lower story setback – zero setback or otherwise – all windows and glazing shall be demonstrably responsive to the context. Window openings may be square or in a rectangular format – horizontally or vertically oriented – with one or more windows within. Individual window units and ganged window units within such openings in general shall be rectangular, vertical and proportioned similar to adjacent structures. The finish

color of window frames should vary from building to building in order to avoid the monotony associated with narrow material palettes often found in corporate parks.

Curtain wall or strip windows shall be limited to upper, stepped-back façades, Plaza-facing façades, building corner expressions, areas of secondary entrance, as well as façades not visible from the Public Right-of-Way.

The following transparency requirements apply to windows in different locations and at different building levels:

1. At Ground Floor spaces with active uses, street-facing facades of any new building facing Bloomfield Avenue, Glenridge Avenue, Lackawanna Plaza, and Grove Street shall have glazing occupying at least 60 percent of the façade width, with a majority of the glazing within a band that is between 2' and 10' above the sidewalk. Additional glazing above or below this band is permitted. These requirements exclude portions of facades adjacent to open park space and parking areas as well as facades not immediately adjacent to public streets and their sidewalks.
2. Upper-story street-facing facades of any uses shall have glazing occupying at least 25 percent of the façade area of each floor. Windows shall be vertically-proportioned so as to harmonize with the historic character of downtown Montclair. Individual, vertically-proportioned windows may be grouped in pairs, triples, or quads in order to create wider, horizontally-proportioned expanses of windows. Except in all-glazed curtain wall construction, all upper-story windows shall be recessed with respect to the surrounding façade plane by a minimum three (3) inches depth, or shall be surrounded by sills, headers, and vertical framing elements each of at least three (3) inches depth and three (3) inches width, in order to create shadow lines and a sense of depth on the windows.
3. On upper-story facades, there is no restriction on the type or transparency of glazing.

IV.C.12 Public Open Space

A publicly accessible Open Space, designed and programmed for use by the broader community, shall be provided.

The redevelopment team shall give equal priority to the concept design, materiality, design development and final construction of the Public Open Space along with and fully coordinated with the associated building(s) design, proceeding with both efforts initially and simultaneously, recognizing that the success of this Open Space's final realization is critical to the success of the entire project. The Open Space shall be a destination unto itself. The following document provides an excellent reference for the fundamental qualities and characteristics of a well-planned and well-executed Public Space Gathering: <https://www.wbdg.org/space-types/plaza>.

The Public Open Space shall provide a larger space for public gathering and use as well as smaller spaces for smaller, intimate gatherings. The Open Space shall include an appropriate mix of public, semi-public and semi-private space(s) well-integrated into the overall project site and construction, all new and existing buildings, and pedestrian circulation paths/routes bordering and through the project.

The Plaza shall be a combination of hardscape and soft landscape to provide flexibility for use and occupation. It shall incorporate a variety of portable and fixed site amenities, such as furniture and landscape elements, respectively, that shall be both enjoyable for Open Space users year-round and aesthetically coherent. (Figures C.12-01 and -02)

As a way to introduce scale, order and visual interest into the Open Space itself, changes in paving material and/or pattern shall be introduced. Complexity for complexity's sake is not the goal. Rather, the intent is to use contrast – through changes in material size, color, shape and/or manner of installation – in order to differentiate or demarcate zones of use, such as perimeter areas that might be used for seating versus a central gathering place, for example. (Figures C.12-03 and -04)

Pedestrian approaches through the site shall be



C.12-01: Distinctive building forms and rooflines conspicuously frame this otherwise straightforward public plaza. Temporary umbrellas and display tables provide a secondary scale for the plaza, appropriately intimate and inviting as an open marketplace.



C.12-02: Temporary uses have the potential to redefine the character of public outdoor space, resulting in extended seasons of recreational and business activity and generating ongoing interest both within and outside the local community.

planned so that is easy and convenient to access all public space with full ADA accessibility.

To further activate open space and circulation through such space, the redevelopment design team is encouraged to address unique site conditions as challenges to be solved creatively. For example, changes in topography invite the possibility of hybrid forms of vertical circulation, creating visual interest while satisfying the goals of universal design. (Figure C.12-05) Toward similar ends, where compromised historic elements are to be adaptively reused and require intervention to become practical again, bold and modern measures are encouraged, as long as no historic fabric is damaged or lost in the transformation. (Figure C.12-06)



C.12-03: Open space, a variety of seating options suitable to all ages, modest landscape, and a changing vista - in this case a background of commercial buildings with active storefronts - provide some of the essential ingredients for a welcoming public plaza.



C.12-04: Artful benches, an exposed irrigation canal, sculpture, and the promiscuous use of stone paving generate unique character and spaces at this historic square, one of several linked by pedestrian paths and courts paved with the same stone and

Open Space lighting shall be provided as part of a comprehensive, coordinated package of architectural outdoor lighting solutions. Refer to other sections of the redevelopment plan for additional information, including lighting level requirements.

The Open Space's lighting package may also include pole-mounted site and area lighting, illuminated low-rise bollards, building/wall-mounted floodlights, Plaza border demarcation and/or field accent lights, planter side-wall and stair-step riser hardscape pedestrian circulation illumination lights, landscape border articulation and accent/feature uplights, decorative building entrance overhead and wall-mounted sconces, and other special purpose lighting required to enliven this critically important outdoor space and community amenity.

Drainage for all public open space shall be integral to the design in order to enable safe walking surfaces in all seasons and to ensure that stormwater is managed in accordance with municipal building codes and as per directives provided by the Township Engineer.



C.12-05: Creative strategies for negotiating movement on a sloped site help create a dynamic and inviting environment for visitors of all ages and abilities.



C.12-06: Existing but compromised historic elements, like the remaining Grove Street stair (above left), are excellent candidates for modern interventions that both restore function and dramatize old and new elements, as seen in a new steel stair providing access to a breach in the masonry of an ancient French fortification (above right).

IV.C.13 Parking Structures and Pedestrian Accommodation

No parking structure shall front on or be directly accessible from Bloomfield Avenue.

All parking structures should be screened from active streets with lobbies, retail frontage and/or other uses that encourage sidewalk foot traffic, residential units, and the appearance and reality of an occupied street. In the absence of screening with active uses, along side lot lines, for example, openings for light and ventilation are permitted. Such openings shall be outfitted with architectural elements, such as decorative metal grilles or railings as façade enhancements and for security. The façade shall otherwise be designed as consistent in material and detail quality with portions of other new structures. (Figure C.13-01)

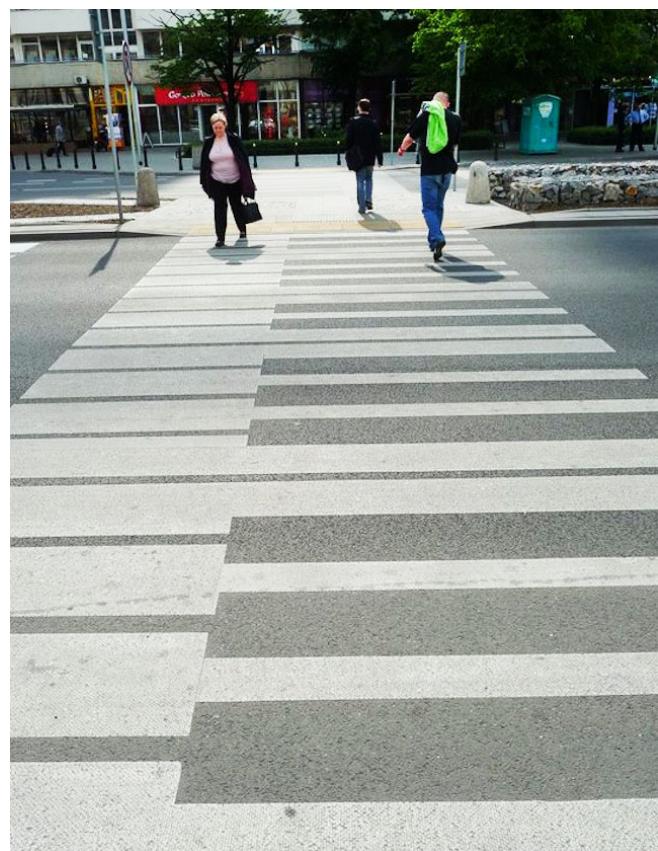
When located in the base of new construction with separate occupiable uses above, the parking structure shall be integrated into the façade in a manner that provides continuity of opening locations and proportions between the base and upper stories. Blank, solid, opaque façades greater than 20' in length are not permitted, unless noted otherwise in the design standards.

“Shared Street” infrastructure (also known as a “woonerf” strategy) shall be provided in order to prioritize pedestrian safety. (Figures C.13-02 through -04) Examples to achieve this may include wide speed bumps that double as raised pedestrian paths, distinct striping and/or paving materials to induce traffic calming and designate pedestrian paths, distinct illumination defining pedestrian paths, bollards to help separate pedestrian and vehicular traffic, and other physical forms that further serve and protect pedestrians. Where such “Shared Streets” strategies are introduced, care shall be taken to observe and adopt the materiality and/or character of adjacent, existing publicly accessible paths and alleys in order to reinforce continuity with local pedestrian routes.

Where a ground-level, dedicated public pedestrian passage running along a parking structure meets open, public spaces, the passage shall be conceived and built as a public amenity, meeting the necessities of accessibility and safety. (Figure C.13-05 and -06)



C.13-01: As a visible, free-standing structure, the Crescent Deck is widely appreciated in Montclair for its appearance and generous interior. It blends into its context by picking up on architectural cues from commercial and residential neighbors.



C.13-02: Broad, dramatic striping at a crosswalk can help slow traffic while enlivening the pedestrian experience. In this case, a musical theme, perhaps inspired by local activities or heritage, serves as graphic inspiration.



C.13-03: This wide speed bump doubles as a pedestrian path cutting through a parking area. Shallow asphalt ramps, diagonal striping and broad colorful bands highlight the walking zone, ensuring that drivers are both physically and visually aware of the path.



C.13-04: In this curbless parking area, sidewalk and street are one. Changes in paving material, texture, scale and color serve to designate different zones of use. In this paved landscape, pedestrian



C.13-06: With a simple rhythm of piers on both sides, this long loggia offers the same advantages as a classic arcade. Shallow recesses on one side can serve as art alcoves, promotional display, storefronts, or building entrances.



C.13-05: A classic arcade offers a handsome example of an effective, protected passageway. Repetitive columns echoed by simple paving and lighting provide a rhythm that adds interest and human scale to an otherwise lengthy passage.

IV.C.14 Exterior Materials

Exterior materials shall be consistent with the context. Primary permitted facade finish materials are brick, stone, pre-cast masonry, stucco, textured architectural concrete, mass timber, glass, and metal. No more than three (3) primary finish materials with a variety of textures and accents shall be used on each facade. Accents may be introduced, to be selected from primary permitted materials not forming the basic building palette and as noted below. Applicants shall use a mixture of materials that primarily echoes the material composition of the existing context. Alternative building systems and their related finishes, such as mass timber, whose primary purpose is to advance sustainable goals, are encouraged.

Where the integration of a traditional roof silhouette or element is proposed (articulated parapet or deep eave, for example) such features should be consistent with the context in height, material and color, as well as demonstrably influenced by the formal composition and detailing of similar elements built during the Montclair Period of Significance.

Where visible from the public right-of-way, security gates, access panels and garage window grilles should be enlivened with artwork, decorative tiling or ornamental metalwork.

The following materials are prohibited within the Plan Area when visible from the public right-of-way:

1. Faux treatments that mimic common materials, such as scored stucco imitating brick and/or stone, vinyl or asphalt siding imitating wood siding, and thin-gauge sheet metal imitating rigid metal panels.
2. Materials that age rapidly and are thus difficult to maintain, such as bare, stained or painted wood, and field-painted metal, with the exception that such materials may be used in weather-protected locations such as covered arcades.
3. Concrete masonry units.
4. Glass at the Ground Floor with tinted film applied, mirror glass, and obscure (i.e. frosted or patterned) glass. Spandrel glass shall be permitted only at locations screening views of vertical or horizontal building structure. Spandrel glass shall

account for no more than 25% of the total surface area of any facade. Reflective glass shall be permitted at the second story and above only as required by state energy codes or LEED certification requirements. These requirements and limitations shall not apply to Ground Floor facades adjacent to open park space and parking areas.

5. Exterior Insulation Finish Systems (EIFS), with the exception that such a system is allowed when integrated into the top most floor of a building mass when said floor is stepped back a minimum of 7 feet. Final approval is dependent upon the submission of actual material samples, manufacturer specifications and system performance reports, and typical installation details at the time of Site Plan Submission.
6. Fiber cement panels or fiber cement siding, with the exception that such materials may be allowed when integrated into the top most floor when said floor is stepped back a minimum of 7 feet. Final approval is dependent upon the submission of actual material samples, manufacturer specifications and system performance reports, and typical installation details at the time of Site Plan Submission. Under no circumstances is a board-and-batten style of installation permitted for this material.

Material durability and longevity are of utmost concern. Therefore, expansion and control joints shall be introduced per manufacturer's recommendations and industry standards and in a manner that is integral to the rhythm of structural bays and fenestration layout, rather than randomly placed on facades. Gutters, leaders, weep holes and drip edges shall be similarly integrated into the façade design. Abutting materials shall be non-reactive and all sealants shall be color-matched to blend with an adjacent surface.

IV.C.16 HVAC and Rooftop Screening

PTAC (Packaged Terminal Air Conditioners, through-the-wall air conditioning units), if used, shall be placed within a logical portion of a window framing unit and designed as integral to the window framing and definition, and shall be of a material and/or color to blend into the surrounding framing. Logos, brand names and lettering over one inch in height are not permitted on

the exterior of PTAC units.

Any rooftop mechanical equipment that may be visible from a public street shall be screened from view in a manner consistent with the architectural design and materials of the building.

IV.C.17 Qualifications and Experience

Developing buildings and public plazas that fulfill all of these aspirations is complex work, best accomplished by professionals who are familiar with the unique requirements of designing midrise structures and public plazas responsive to the existing community and context. Therefore, development teams must include, at minimum, an architectural firm with a portfolio displaying site-specific Town Center work, familiarity with midrise design, and a proven ability to address community-specific needs, and a landscape architect with a portfolio of public plaza work designed and a historic context and setting similar in scale to the Public Open Space proposed for this redevelopment plan.

V REDEVELOPMENT ACTIONS

V.A.1 Outline of Proposed Actions

Construction of new structures and other improvements will take place as proposed in this Redevelopment Plan. Other actions that may need to be undertaken to implement the Redevelopment Plan may include the clearance of dilapidated, deteriorated, obsolete or underutilized structures or uses; provisions for public infrastructure necessary to service and support new development; and vacation of easements as may be necessary for redevelopment.

Once a redeveloper is selected the redeveloper will be required to enter into a Redeveloper's Agreement with the Township that stipulates the precise nature and extent of the improvements to be made and their timing and phasing as permitted therein.

V.A.2 Neighborhood Impacts

The Redevelopment Area is set in a unique location within the Township. While it is located within the central business district, and is a short distance from the Bay Street passenger railroad station, it is also proximate to a range of residential uses and densities. This setting will provide for a ready customer base for the new supermarket and other nonresidential uses in the Redevelopment Area. But consideration of potential impacts on surrounding neighborhoods, streets and businesses must be considered as the Redevelopment Area is redeveloped. The primary forum for mitigation of impacts will be the Planning Board's review of the site plan application. The Board should consider impacts during construction as well as upon project completion.

V.A.3 Properties to Be Acquired

The Redevelopment Plan does not anticipate the need to acquire privately-owned property within the Redevelopment Area, provided that the township agrees to assist in the acquisition of easements, title restrictions, or other interests that impede implementation of the plan.

V.A.4 Relocation

The Redevelopment Plan does not anticipate the displacement or relocation of any residents within the Redevelopment Area. However, should the Township acquire properties within the Redevelopment Area, it will undertake the following steps to provide for relocation:

- At the time of property acquisition, the actual extent of displacement will be determined.
- A Workable Relocation Assistance Plan (WRAP) will be prepared and submitted to the New Jersey Department of Community Affairs for approval.
- The Township will comply with the requirements of the State's relocation statutes and regulations as applicable, and will provide all benefits and assistance required by law.

V.A.5 Infrastructure

In addition to the new development described in the foregoing chapters, several other actions may be taken to further the goals of this Plan. These actions may include but shall not be limited to: 1) provisions for infrastructure necessary to service new development; 2) environmental remediation; and 3) vacation of public utility easements and other easements and rights-of-way as may be necessary to effectuate redevelopment.

V.A.6 Other Actions

The Redevelopment Agreement between the Township and the redeveloper will contain the terms, conditions, specifications, and a description of required performance guarantees (performance bonds or other acceptable performance security required pursuant to the Municipal Land Use Law) pertaining to redeveloper's obligation to provide the infrastructure and improvements required for the project., including the provision of water, sanitary sewer, and stormwater sewer service as well as sidewalks, curbs, streetscape improvements, street lighting, and on- and off-site traffic controls and road improvements for the project or required as a result of the impacts of the project.

VI PLAN CONSISTENCY REVIEW

VI.A.1 Relationship to Montclair Master Plan

The Township's most recent Master Plan document is the Unified Land Use and Circulation Element (the "Unified Plan"), which was adopted in May 2015 and last revised in 2021. This plan element places the Redevelopment Area in the Montclair Center Downtown (C2) land use classification. The Unified Plan recommends preparation of this Redevelopment Plan to support revitalization efforts for the Lackawanna Plaza area. The C(2) district consists of "lower-scale, dense, compact development that reinforces the existing form while allowing new construction that contributes to a more vibrant and active area. The Master Plan recommends a maximum height of four stories and 47 feet for the district with a maximum density of 55 dwelling units per acre for development on lots over 20,000 square feet in area. It further recommends that density be calculated as dwelling units per acre, rather than a net density after the commercial space is subtracted. The plan also recommends a minimum stepback of 10 feet at the 3rd story and or regulation of the street to building ratio so that new construction has a similar wall height as existing structures. New development should contribute to a consistent street façade along Bloomfield Avenue, and facades should be constructed of high-quality materials while allowing for maximum first story transparency. The plan recommends that buildings should be a blend of retail, office and residential uses with a high ratio of first-story windows. The construction of residential and office development above retail stores is encouraged. Specifically, the plan recommends that zoning require a mix of and balance of uses that allow the district to be active during all times of the day and evening.

This Redevelopment Plan is consistent with the Unified Land Use and Circulation Element of the Master Plan.

In addition, the plan is consistent with the Township's 2016 Master Plan Reexamination Report which maintained the policies in the Unified Land Use and Circulation Plan, but recommended the following new policies:

- Creating opportunities for open space in the central business district through use of increased setbacks and establishment of a parklet program;
- Continuing to support the creation of affordable housing through inclusionary development;
- Encouraging the use of renewable energy facilities and green building design;
- Establishing a mandatory 1% development fee for public art program;
- Creating a parking fund whereby applicants receiving parking deficiency variances pay a fee which will be used for parking improvements in the community;
- Evaluating alternatives to a shuttle bus that are more financially viable; and
- Continuing to support the installation of appropriate traffic calming devices in all commercial districts to improve mobility and pedestrian safety.

This Plan is substantially consistent with the objectives set forth in the Unified Land Use and Circulation Element and the 2016 Master Plan Reexamination Report. In addition, the historic preservation requirements set forth in this Plan are consistent with the following objectives of the Historic Preservation Element of the Township Master Plan:

- Preservation and protection of historic fabric for present and future generations as a tangible link to the community's past and as a record of the Township's history.
- Promotion of sustainability through the retention of existing historic buildings.
- Cultivation of civic appreciation of the Township's architectural, social and cultural history and stewardship of its historic resources.
- Safeguarding of the Township's distinctive visual character through the retention of existing resources and the discouragement of the demolition of historic structures.
- Encouragement of contextually appropriate new design that contributes to a sense of cohesiveness and meets the Township's needs as a growing community.

This Plan furthers the Township's pursuit of the economic, environmental and social benefits of sustainable growth by promoting compact, mixed-use development at a density appropriate for a pedestrian-oriented downtown environment. The successful implementation of this Plan will advance these objectives by redeveloping an underutilized property in a key location in the Township with a mix of uses that includes a supermarket and other nonresidential uses, as well as new housing that will support the downtown area and benefit from its location close to transit and services.

VI.B Relationship to Adjacent Municipalities

The Redevelopment Area is not adjacent to any of the surrounding municipalities. Given its physical separation, the Redevelopment Plan will not affect those nearby municipalities to any significant degree, other than have a generally positive impact via the creation of a new pedestrian-oriented, mixed-use development that serves the Essex County region.

VI.C Relationship to Essex County Master Plan

Although the County of Essex does not have a current Master Plan, the revitalization of the Montclair Center district generally is considered consistent with the land use planning goals of the Essex County Planning Board.

VI.D Relationship to State Development and Redevelopment Plan

The New Jersey State Development and Redevelopment Plan (SDRP) was originally adopted in 1992. The purpose of the SDRP according to the State Planning Act at N.J.S.A. 52:18A-200(f) is to:

"Coordinate planning activities and establish Statewide planning objectives in the following areas: land use, housing, economic development, transportation, natural resource conservation, agriculture and farmland retention, recreation, urban and suburban redevelopment, historic preservation, public facilities and services, and intergovernmental coordination."

A revised version of the plan was adopted by the State Planning Commission in 2001. While required by the State Planning Act to be revised and re-adopted every three years, the SDRP has only been re-adopted once

during the 25 years since its original adoption. A new State Strategic Plan (SSP) has been proposed as the revision to the 2001 SDRP but has not been adopted as of 2017.

This Redevelopment Plan is thoroughly consistent with the SDRP and the draft SSP, as it epitomizes the smart growth principles set forth in both documents. In particular, the Redevelopment Plan promotes the reuse of developed property in an area well served by infrastructure and transit. This Redevelopment Plan therefore furthers the goals, strategies and policies of the SDRP and the proposed SSP.

VII GENERAL PROVISIONS

VII.A Amendment to Zoning Map and Zoning Ordinance

The Zoning Map referenced in Section 347-4 of the Zoning Ordinance of the Township of Montclair is hereby amended to reference this Redevelopment Plan. Additionally, the listing of zoning districts in Section 347-3 of the Zoning Ordinance is hereby amended to include a reference to said Redevelopment Plan.

VII.B Deviation Requests

The Planning Board may grant deviations from the requirements of this Redevelopment Plan Amendment in accordance with the criteria set forth in N.J.S.A. 40:55D-70c, except for deviations from Design Guidelines which will be addressed in accordance with the criteria set forth in N.J.S.A. 40:55D-51.

No deviations pursuant to N.J.S.A. 40:55D-70d shall be permitted.

VII.C Qualifications of the Redevelopment Team

Qualifications of the full design and development team shall be presented to the Township of Montclair prior to the designation of the redeveloper. The team shall demonstrate experience with mixed-use placemaking within a similar historic urban or suburban town center context. Team qualifications shall include a minimum of the following:

- Name, contact information and qualifications for all members of the design and development team, including but not limited to the developer, architect, civil engineer and traffic engineer.
- A list of completed projects of similar size, use and configuration.
- A list of at least 3 professional references for the principal member of the design and development team.
- If the contractor has been selected, include information and qualifications for the company, project manager and site supervisor. If no contractor has been selected at the time of site plan application the developer shall submit this information to the Township upon selection of a contractor.

VII.D Site Plan and Subdivision Review

All applications for development within the Redevelopment Area shall be in the form of a site plan application to the Planning Board.

VII.D.1 Submission Requirements

All site plan applications shall include the checklist requirements listed in Section 202-29.1 of the Township Code, as well as the following:

- Phasing plan (if applicable)
- Construction staging plan that addresses impacts to existing public parking spaces during the construction phase
- Traffic Study that considers mass transit routes and evaluates the cumulative effect of the ingress and egress requirements of the proposed development and the effects on adjacent and affected roadways

created by the proposed development. The Study shall demonstrate that any significant impacts will be alleviated through mitigation measures, subject to County approval.

- Parking Management Plan.
- Completed LEED certification spreadsheet demonstrating ability to obtain certification in accordance with the requirements of Section 6.8.2.
- Fiscal Impact Analysis evaluating the fiscal impacts of the project to the Township.
- Utility Impact Analysis evaluating the impacts to Township utilities.
- Stormwater Management Plan.
- Affordable Housing Plan with details and location of each affordable and workforce housing unit, including location, size, number of bedrooms and number of bathrooms. A comparison of the affordable and workforce units and the market units shall be included.
- Building Design Description:
 - Project Statement, explaining design intent, as per Design Standards.
 - Photos of adjacent context.
 - Photos of inspirational imagery, including buildings in Redevelopment Plan.
 - Site Plan, at a minimum scale of 1" = 20'.
 - Building Plans, at all levels including Roof Plan, at a minimum scale of 1/16" = 1'-0".
 - Enlarged plans, at major entry and secondary features, including typical first story and upper story bays, at a minimum scale of 1/8" = 1'-0".
 - Building Elevations for each proposed building, rendered in color, all sides, at a minimum scale of 1/8" = 1'-0".
 - Building Sections for each proposed building, minimum 2, transverse and longitudinal, at a minimum scale of 1/8" = 1'-0".
 - Wall Sections for each proposed building, minimum 2, through major entry and secondary features, at a minimum scale of 1/4" = 1'-0".
 - Section Details, a minimum 4 for each proposed building, through base, entry door and canopy, cornice, other major features (sun shading, etc.), at a minimum scale of 1½" = 1'-0".
 - 3D Renderings in color, a minimum of ten ground-level views as per the Design Standards, showing the proposed project in context via photomontage.
 - A series of Solar Studies using a geolocated 3D digital model of the proposed project to depict the shadows cast by the project onto its context. The studies shall model the full extent of shadows produced by the project and all surrounding properties and structures impacted by the project's shadows. The project's shadows are to be depicted in still images for the following days and times:
 - Days – Winter Solstice, Summer Solstice, and Spring/Autumn Equinox.
 - Times – 15 minutes after Sunrise, 9am, Noon, 3pm, 15 minutes before Sunset.
 - Digital or physical models or other visual representations of the development may be required by the Planning Board if deemed necessary to adequately review the proposed development.
 - Sample and Specification Submittals for all proposed key materials and systems including masonry, wood, metal, glass, windows, canopies, lighting and signage.

VII.D.2 Historic Preservation Commission Review

The Historic Preservation Commission shall have the opportunity to provide an advisory review of the site plan application prior to being heard by the Planning Board, consistent with N.J.S.A. 40:55D-110 and Section 347-142 of the Township code. Consistent with N.J.S.A. 40:55D-111, notwithstanding any provision of Section 347 of the Township code which could be read to the contrary, no further review will be required under Section 347-142.1 of the Township code.

VII.E Adverse Influences

No use shall be permitted which, when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxic or noxious fumes, glare, electromagnetic disturbance, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration, or other objectionable features so as to be detrimental to the public health, safety or general welfare.

VII.F Non-Discrimination Provisions

No covenant, lease, conveyance or other instrument shall be affected or executed by the Township Council or by a redeveloper or any of his successors or assignees, whereby land within the Redevelopment Area is restricted by the Township Council, or the redeveloper, upon the basis of race, creed, color, or national origin in the sale, lease, use or occupancy thereof. Appropriate covenants, running with the land forever, will prohibit such restrictions and shall be included in the disposition instruments. There shall be no restrictions of occupancy or use of any part of the Redevelopment Area on the basis of race, creed, color or national origin.

VII.G Duration of the Plan

The provisions of this Plan specifying the redevelopment of the Redevelopment Area and the requirements and restrictions with respect thereto shall be in effect for a period of 30 years from the date of approval of this plan by the Township Council.

VII.H Completion of Redevelopment

Upon the inspection and verification by the Township of Montclair that the redevelopment within the Redevelopment Area has been completed, a certificate of completion shall be issued to the redeveloper. All redevelopment agreements associated with the implementation of this Redevelopment Plan shall be in effect until the issuance of such a certificate.

VII.I Severability

If any section, paragraph, division, subdivision, clause or provision of this Redevelopment Plan shall be adjudged by the courts to be invalid, such adjudication shall only apply to the section, paragraph, division, subdivision, clause or provision so judged, and the remainder of this Redevelopment Plan shall be deemed valid and effective.

VII.J Procedure for Amending the Redevelopment Plan

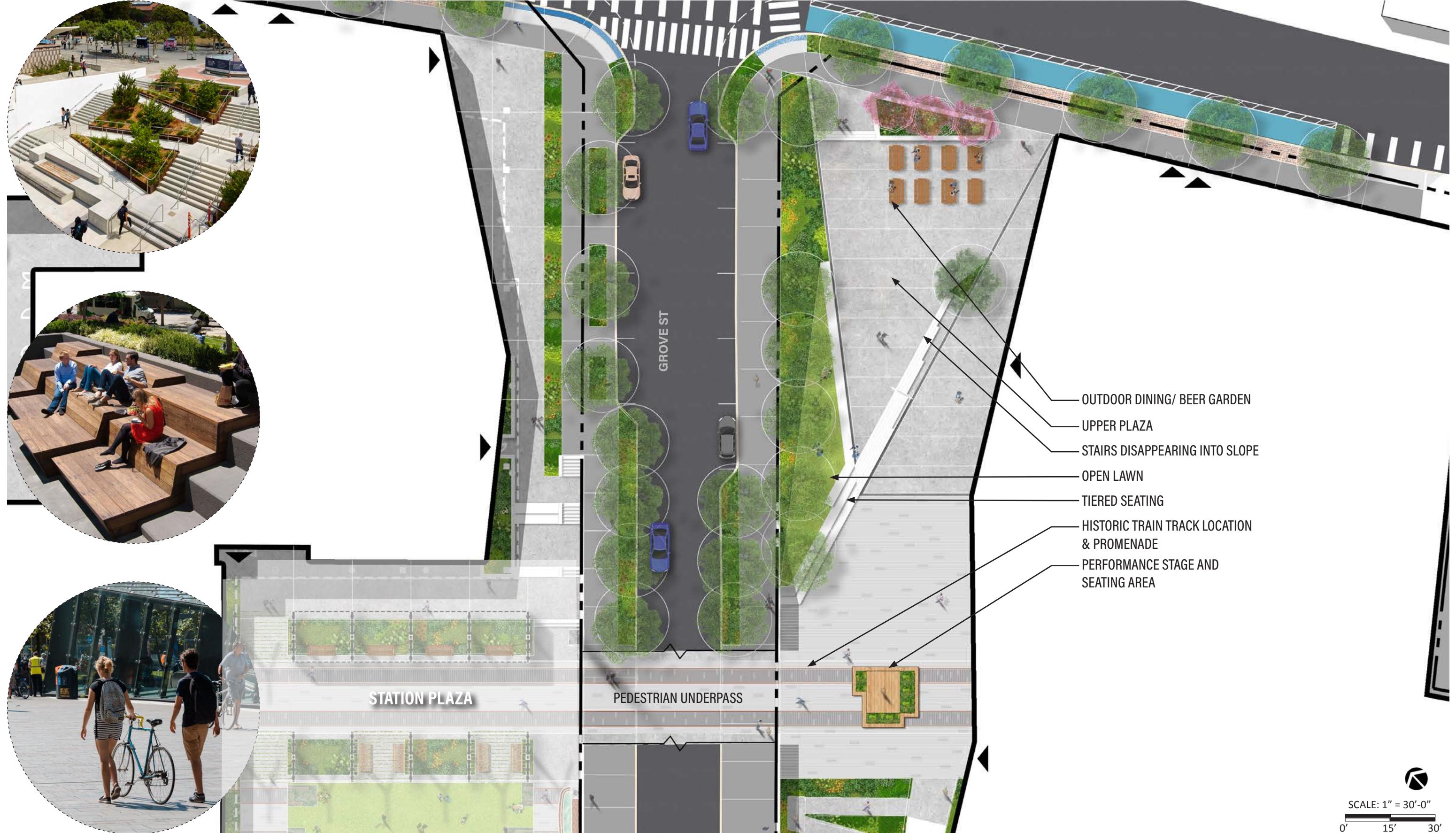
This Redevelopment Plan may be amended from time to time upon compliance with the requirements of state law. A non-refundable application fee of \$5,000 shall be paid by the party requesting such amendment, unless the request is issued from any agency of Montclair Township. The Township Council, at its sole discretion, may require the party requesting the amendments to prepare a study of the impact of such amendments, which study must be prepared by a professional planner licensed in the State of New Jersey.

VIII SUMMARY OF COMPLIANCE WITH THE STATUTORY PROVISIONS OF THE LRHL

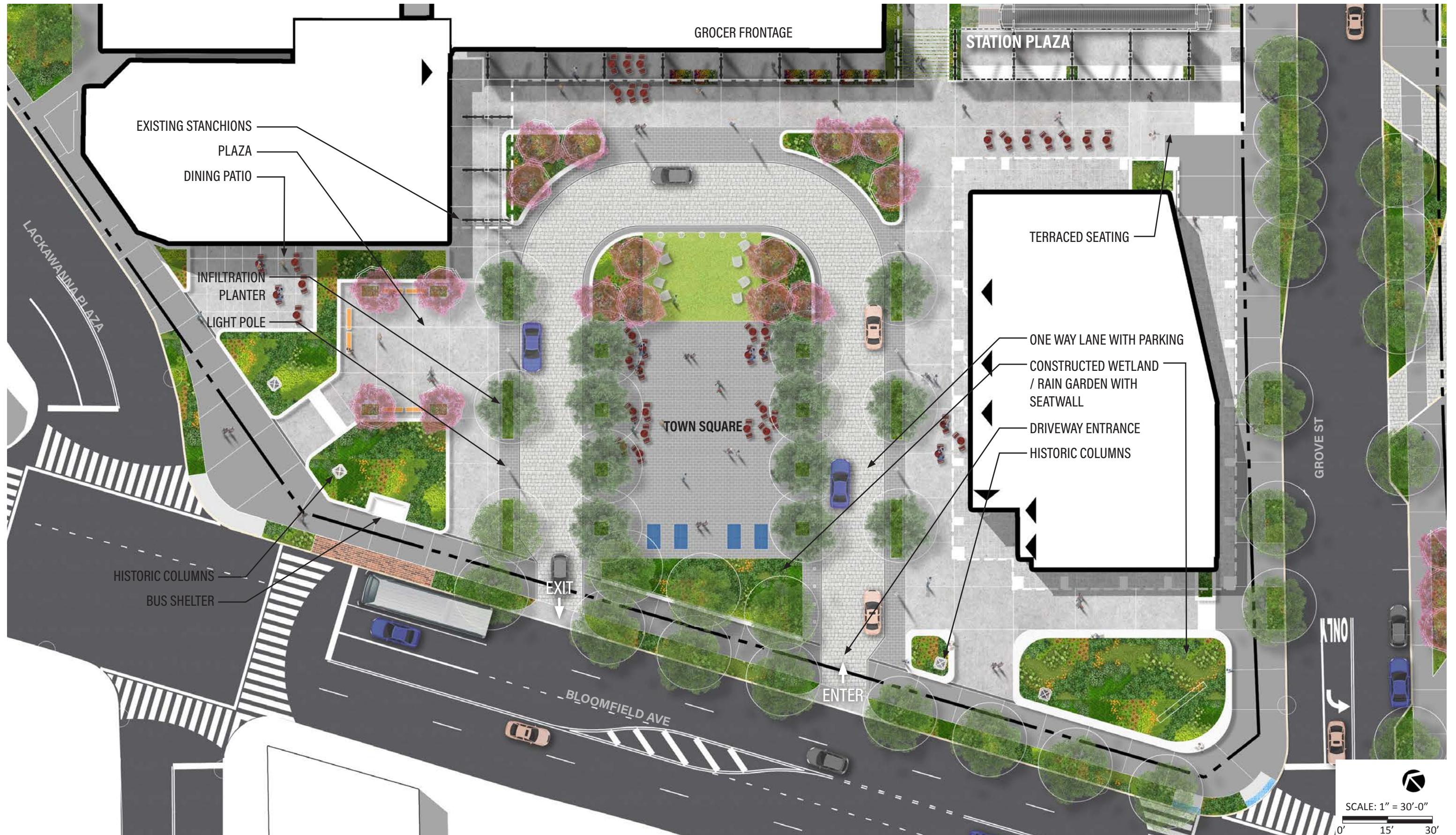
In accordance with N.J.S.A. 40A:12A-1 et seq., known as the Local Redevelopment and Housing Law, the following statements are made:

- The Redevelopment Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreation and community facilities and other public improvements. The Plan has laid out various programs and strategies needed to be implemented in order to carry out the objectives of this Plan.
- The Redevelopment Plan lays out the proposed land uses and building requirements for the Redevelopment Area.
- The Redevelopment Plan provides for the acquisition of privately-owned property and the relocation of residents or businesses, if necessary.
- The Redevelopment Plan is substantially consistent with the Township of Montclair Master Plan. The Plan also complies with the goals and objectives of the New Jersey State Development and Redevelopment Plan.
- The Redevelopment Area does not include any existing low- and moderate-income housing units.
- This Redevelopment Plan shall supersede all provisions of the Township of Montclair's Zoning Code regulating development in the area addressed by this Redevelopment Plan, except where specifically mentioned within the text of this Plan. Final adoption of this Plan by the Township Council shall be considered an amendment of the Township of Montclair Zoning Map.

IX APPENDIX



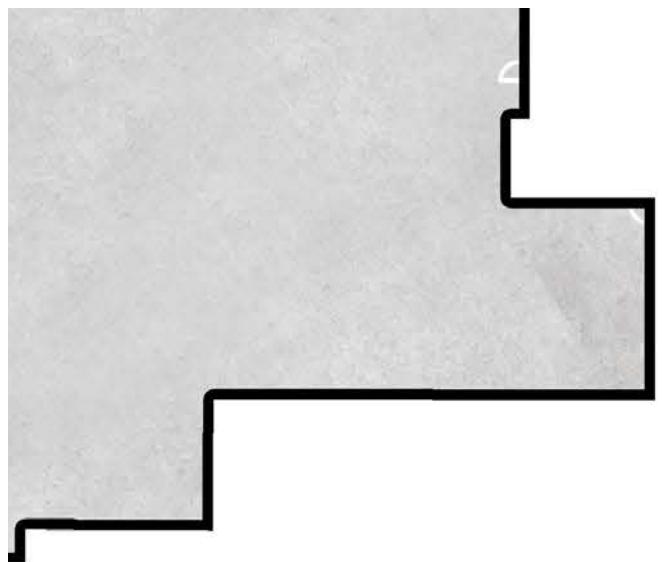
Lackawanna Plaza Redevelopment





Lackawanna Plaza Redevelopment

MAIN PLAZA AERIAL



RAISED PLANTERS WITH
SEATING
TERRACED SEATING
HISTORIC STANCHIONS WITH
INTEGRATED SWING SEATING



STEEL RAILS EMBEDDED IN PAVEMENT TO
CELEBRATE HISTORIC RAIL LOCATIONS
STANCHIONS WITH STEEL CABLE ARBOR
OVERHEAD
HISTORIC HORSE TROUGH W/ WATER FEATURE
OPEN LAWN
RAIN GARDEN
HISTORIC TRAIN CAR
TERRACED SEATING
CAFE SEATING
AREA
GROCER FRONTAGE
ONE WAY DRIVING
LANE



Lackawanna Plaza Redevelopment

ENLARGEMENT - STATION PLAZA

Historic Resource Photos

Photographs: smithmaran architecture+interiors llc



Waiting room



Waiting room skylit passage



Terminal shed

Historic Resource Photos

Photographs: smithmaran architecture+interiors llc



Platform canopy — Bloomfield Avenue



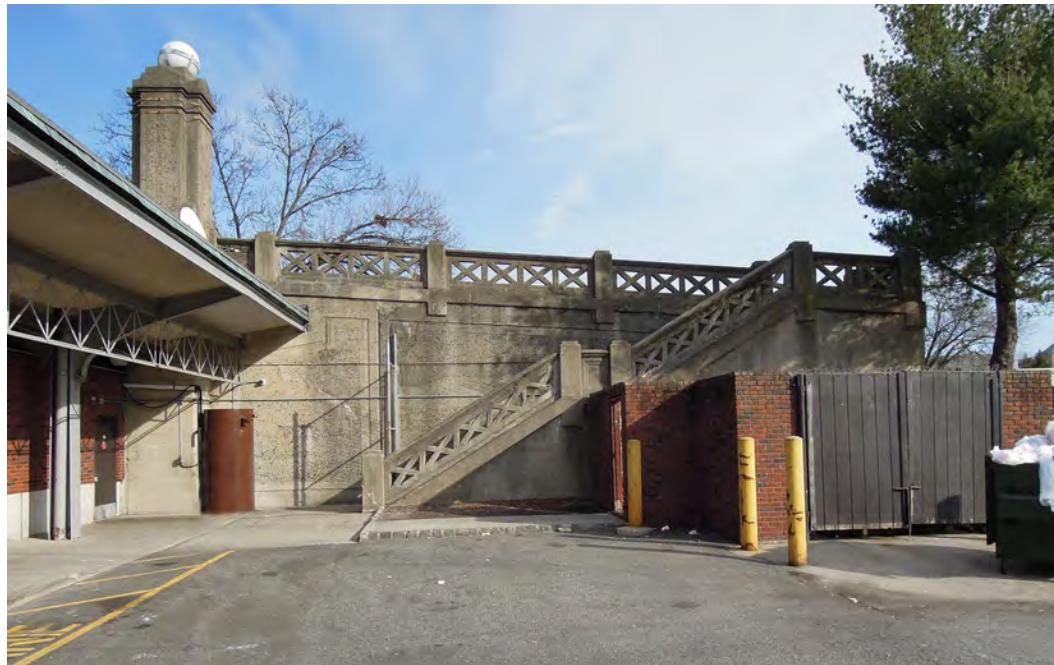
Platform canopies



Horse watering trough

Historic Resource Photos

Photographs: smithmaran architecture+interiors llc



Grove Street stair and South Pylon



Grove Street stair and North Pylon

Historic Resource Photos

Photographs: smithmaran architecture+interiors llc



Entry Piers A — Bloomfield Avenue

Entry Piers B — Bloomfield Avenue and Lackawanna Plaza intersection



Entry Piers C — Lackawanna Plaza



Lackawanna Plaza Redevelopment Plan | Township of Montclair, NJ
PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC 2023

Illustrative Examples of Parking Garage Screens



01 Metal Panels.jpg



04 Perforated Metal.jpg



02 Landscaped Structure.jpg



05 Post-Modern style.jpg



03 Projected Screens.jpg



06 Classical Roman style.jpg

Illustrative Examples of Parking Garage Screens



01 Glass Wedges.jpg



03 Metal tapestry.png



02 Honeycomb grid.jpg



04 Wood ribs.jpg

Appendix: IV.A: Rules

Town Center Design – Essential Principles

IV.A.1 Introduction:

Rediscovering Main Street

- Creating Authentic and Appropriate Places
- The Unfinished Business of Bloomfield Avenue
- Relearning Architectural and Place-making lessons, Adopting New Practices

Redevelopment in Montclair must be concerned foremost with creating authentic and appropriate places for public gathering and use.

The 21st century has seen a return to Main Street. Many Americans, from younger generations to retirees, are choosing to live in towns with vibrant, well-developed, walkable Main Streets and easy access to multiple modes of local and regional transportation. These Main Streeters are leaving behind the sprawl, malls and car dependency that characterized much of post-war suburban living. In the process, they are rediscovering the practical conveniences and visual pleasures of towns planned and built more than 75 years ago. Bloomfield Avenue, Montclair's mile-long Town Center, exemplifies the desirable Main Street, and yet there are large pockets of inactivity at critical junctures along the avenue. As a Main Street addressing the evolving needs of the 21st century, Bloomfield Avenue is unfinished business.

Fostering successful 21st century town center design in a historic context requires relearning architectural and place-making lessons well-established prior to the mid-20th century, and adopting new architectural best practices incorporating the lessons learned since. Specific building and place-making design lessons to be learned and applied from Montclair's Town Center are found in Sections 7.2 and 7.3. The remainder of Section IV.A provides town center design principles which the redeveloper shall apply to new construction in the designated area in need of redevelopment.

IV.A.2

The Walkable Community

- Economic and Community Benefits
- Social Connection, Health and Safety
- The Streetscape as a Public Room

All new Main Street development must support the walkable community. The connected neighborhood, one where numerous amenities are provided and pedestrian and vehicular traffic are not in conflict, is a fiscal and fitness gain. Increased foot traffic improves economic health for both the merchant and township. A mix of complementary uses is convenient for locals and provides the township with a resilient town center that can more quickly adapt to economic change than communities dependent on the suburban or exurban mall. A range of housing options strengthens the resilience of the Town Center, stabilizing the population as demographic and socioeconomic trends evolve. With active storefronts and diverse commercial options – from independently owned stores to larger retailers, from offices to eateries, from small entertainment venues to theaters - the walkable community provides an enticing and legitimate alternative to the convenient experience of private online shopping and cultural consumption.

Walkable, human-scaled streets also enrich our social lives and improve the physical health of the individual and community in the Digital Age. Getting people out of their homes and cars and onto the sidewalk encourages a more active lifestyle, where town residents, business employees and visitors have more interaction with each other and their neighbors. (Figure A.2-01). Streets that draw pedestrians also slow down and lower the number of cars on the street, improving safety.

In a historic town center, walkability is enabled by an environment of fascinating, approachable buildings. In addition to its buildings, a defining feature of a historic downtown is the streetscape. The streetscape incorporates the spaces between buildings, which

include streets, parks, and pedestrian walkways, and help complete the unique physical appearance of each town. The historic streetscape is framed by buildings that closely adjoin each other, face the street, and share a similar setback from the street curb. This space creates a sense of enclosure and makes the streetscape an “outdoor room.” (Figure A.2-02) Just as people enjoy visiting and shopping inside historic downtown buildings, they also appreciate the quality of this big public “room” as a space ideally suited to community activity. The shared space of a well-defined street is a place where people can linger and businesses can thrive.

IV.A.3

Valuing the Unique Character of Place

- Physical Identity is Community Identity
- The Threat of Anywhere, USA
- The Past Points to the Future

Memorable town centers have a unique physical identity. Because historic buildings and their setting remain as physical evidence of the past, they help recall special events, memorable moments, and important experiences shared by a community. Visitors or newer residents, who may not know town history, also experience a sense of the past and forge a tangible connection to their community as they discover and learn about the historic assets of their town.

A primary goal of these guidelines is to prevent “Anywhere, USA” architecture, an unofficial style that has arisen in the last 15 years and scrubs away meaningful connections to the past. Instead, it provides a lowest common denominator design aesthetic that can be used anywhere because it adopts common features of “traditional” building design, such as a distinct base, middle or top and the use of brick, but does not recognize the unique physical attributes of any particular community, thereby failing to leverage pre-existing character and cultural connections. (Figures A.3-01 and A.3-02) Counterintuitively, this style of architecture is often the product of over-prescriptive planning design guidelines that push architecture towards an imitative style, as compared to an original and creative architecture that is still respectful of the neighborhood context.

Efforts to improve the vitality of a Main Street can change its visual qualities for better or worse, depending on the tactics used and the effort involved. If done without consideration for the historic fabric of the downtown, these changes can detract from the unique architectural and cultural setting by diminishing its authenticity and sense of place. This usually results in a sanitized or cookie-cutter look that ironically makes a town look just like other newly-revitalized towns.

Because historic town centers have their own unique collection and combination of buildings and public spaces, they are recognizable as distinct destination and activity centers, and are therefore full of strategies and cues to inspire new, compatible construction. Historic town centers have far greater potential to provide a memorable experience than an anonymous “anywhere” shopping center or strip mall. When allowed to convey its historic character and accumulated patina, a town center tells the unique story of its community and culture. (Figures A.3-03 and -04)

To avoid the nondescript “Anywhere, USA” style and adopt a more fitting design approach, the development team must become a student of Montclair’s Town Center and the project site, starting with the information provided in these guidelines. See Section 7.2 for a closer understanding of the design strategies that have given Montclair’s Town Center its unique character. There are numerous other sources of information the redevelopment team shall turn to during the planning, design, and detailing of the entire project: Township of Montclair Historic Preservation Ordinance (Article XXIII), Township of Montclair Historic Preservation Commission Town Center Design Guidelines (2016), local history archives of the Montclair Public Library and Montclair Historical Society, and the Secretary of the Interior’s Design Standards for the Treatment of Historic Properties.

IV.A.4

Analyzing the Character of Place

- Architecture is a Language
- Key Concepts and Terms
- The Forms of Public Space
- Building Characteristics and Public Space
- conspire to make Neighborhoods

Distinctive town center architecture, no matter how much it might vary from one community to the next, is quantifiable and the product of many centuries of written theory and practical application. The unique character of a project setting, in other words, is not a mysterious condition that can't be explained. It should, in fact, be properly studied and provide the foundation for an informed development design approach, whether the intention is to be compatible, contrasting or some combination of the two. To "read" the physical context of a site requires careful analysis and understanding of the local architectural language.

The most obvious features in a historic downtown are the buildings themselves. They define the character of the downtown by their physical presence and help give a community a sense of identity, stability and history. Although few people could describe the architectural differences between an 1880, 1920, or 1960 building, almost anyone can recognize that they were constructed at different times and reflect the era of their origin. ([Figure A.4-01](#))

Building characteristics create an architectural language of a neighborhood, combining the complementary and contrasting elements of separate buildings into a cogent, if eclectic, context. ([Figures A.4-02 through -04](#)) Architectural language includes each of the following elements, which provide a common reference point for the bodies governing this plan as well as redevelopment applicants:

Style: Throughout the history of architecture, emerging ideas, materials, building technologies and trends have led to an evolving series of recognizable architectural "styles." If appropriately maintained, these combinations of vocabularies, details, and materiality inform the pedestrian as to when the structure was built.

Vocabulary: Each building includes a collection of architectural details, which often have both practical and decorative uses in historic structures. The collection of these different architectural elements make up the "vocabulary" of the building.

Vernacular: Often mislabeled as a singular style, "vernacular" describes evolutions in building design stemming from unique regional conditions, such as climate, economy and natural resources. Vernacular design is often the source of invention in architectural form. Over time, within a given locale, vernacular design solutions may be coherent enough to be recognized as a distinct historic style.

Massing: Buildings articulate mass – expressed in the abstract as the "building envelope," a 3D corollary to the 2D concept of "building footprint" – for numerous purposes, from minimizing perceived bulk to identifying different programmatic elements from the building's exterior to shepherding pedestrian traffic to particular entrances.

Streetwall: The front façades of buildings built on or close to the street boundary collectively form a vertical plane. It is an important urban design element because it defines the edge of the public realm.

Materiality: The combination of materials used to form buildings deeply influences their presence and profile in the streetscape. Material choices in a structure dictate aspects of apparent heaviness (eg, solid surfaces made of stacked masonry units) and lightness (eg, planes made of transparent glass) and influence the degree to which a building complements or contrasts with its neighbors. Material associations, based on cultural expectations, also play an important role in setting the identity of a structure. The use of brick, for example, may evoke historic design, while exposed steel may evoke industrial design.

Detail: In addition to variations in material texture, pattern and color, the joints between materials and building mass, as well as the openings within a building's façade, present opportunities for a design to create interest through the manipulation of surfaces and how they receive light and form shadows. The individual and collective resolution of these manipulations constitute the detailing of the building and establish its

visual character. Styles often have sets of details which are widely recognized as being harmonious with the style's associated materiality and massing.

Public spaces, like buildings, differ in their composition and character, and provide diverse advantages, uses, and characteristics to a neighborhood. Public space can be organized into three forms:

Public: Plazas and city or town squares are true public spaces, where open area provides for public gathering and use. Size and character can vary, but these urban, communal spaces are typically framed on two or more sides by architecture facing the plaza. (Figure A.4-05)

Semi-Public: Some urban spaces, while technically public, are small enough in scale to create a sense of intimacy that imitates private space. These spaces are often narrow, off-the-beaten-path rights of way, where a courtyard or dead-end becomes a de facto public space due to reduced vehicular and pedestrian traffic. (Figure A.4-06)

Semi-Private: Architecture can provide welcoming spaces for the public, even when that space is part of a private development. Classic examples of such spaces include grand staircases in front of museums, courthouses or houses of worship, or the colonnade of a classical building that invites public meandering. (Figure A.4-07)

Buildings and public spaces depend on one another to make neighborhoods, and cannot create vibrant communities without one another. Public space surrounded by buildings lacking complementary changes in scale and detail risk remaining unoccupied, leading to failing adjacent buildings and public squalor. Similarly, poorly designed public spaces that do not consider the adjacent architecture are often used in ways unforeseen by the designers, creating congested circulation paths and similar un-optimized use of public real estate and capital.

IV.A.5 Midrise Design:

“Building Block” of the New Main Street

- Managing Density with Stepbacks
- Context is multi-sided

Midrise architecture is the “building block” of Main Street. These 4-7 story structures provide the increased density revitalizing Main Streets across the country, while still providing light, air and a welcoming human scale.

To preserve the vibrancy and diversity that constitute a great historic Main Street, development must be directed toward preserving the existing housing stock, with its varied price points and lifestyle options. If a town aspires to maintain the current density of its residential districts, grow its tax base, resist gentrification, and address general population growth, then thoughtful midrise development at the weakest areas within an existing commercial town center is a sensible solution. In turn, such growth strengthens the local economy by providing more residents to take advantage of all a central business district can offer.

When carefully designed, midrise buildings can be harmoniously inserted into an existing street fabric without detracting from neighboring buildings. Due to modern planning and financial pressures – such as requirements for on-site parking and bank/investor expectations for return on investment – infill development expands the massing envelope by adopting a stepped, midrise design strategy. Stepbacks provided above a certain number of stories reduce building mass on the street frontage, make a building feel smaller to the pedestrian and, in a historic context, allow for matching rooflines to nearby buildings.

(Figures A.5-01 and -02) However, stepbacks without articulated details (whether traditional or modern) meant to make a building interesting at a human scale is insufficient. These details, along with mid-block breaks and corner transitions, work together to create an architectural rhythm that is easily read by the pedestrian, and feels natural and in place with the surrounding context. (Figures A.5-03 and -04)

The context for buildable lots on a pre-existing Main Street is often multi-sided, with surrounding conditions that don't necessarily echo one another in terms of mass, height and architectural style. An effective

midrise building must be expected to respond to these conditions at its front, sides, and rear. Every site is unique and stepbacks must not be randomly applied. (Figures A.5-05 and A.5-06)

IV.A.6

Choosing Integrity over Imitation

- Solve for the reality of today, not for the nostalgia of yesterday
- Construction methods have changed
- Town Center lifestyles have evolved
- Automobile use is changing

The affinity people feel for historic architecture that has weathered the test of time often creates a tendency to encourage or require that all new buildings resemble or reference local contextual precedents directly. Unfortunately, this can lead to buildings that look more like cheap parodies of traditional design than related, permanent additions to the streetscape.

(Figure A.6.01) As explained below, historically-inspired architecture must be designed for the reality of today, not for the nostalgia of yesterday. It is of utmost importance that architects and designers see themselves as integrating concepts from the past and the present, creating buildings that have their own integrity, independent of any imitative qualities. (Figures A.6-02 through -05)

There are many reasons why direct simulation of historical architecture in new construction is unrealistic. First and foremost, construction methods and technologies have greatly changed since the era when most of our nation's historical buildings were constructed. While material costs of steel, basic masonry and glass have fallen since World War II, skilled labor costs have risen sharply. Similarly, early 20th century construction budgets were not burdened with expensive mechanical heating and cooling systems or subject to additional costs associated with life safety systems such as redundant egress stairs and fire sprinklers. To build in the style most treasured in our nation's downtowns, with masonry buildings showing ornate and stately detailing at almost every transition, would be prohibitively expensive today. Buildings mimicking such architecture through attempts at similar detailing are prone to seeming over-simplified

and promoting a false history. Likewise, sustainability concerns and energy code restrictions strictly rule out the way many historical buildings operate in regards to energy usage.

As noted in Section IV.B, the typical historic commercial town structure is often no taller than 2-3 stories and consists of a solid mass (albeit artfully decorated) without stepbacks. Thus, there are few useful historic precedents for the 4-7 story midrise building that steps back from the streetwall. Designers and developers must respond imaginatively to this challenge.

While material, labor and historic realities make designing good buildings resembling traditional architecture difficult, the evolution of the town center lifestyle sees a rededication to pedestrian primacy resembling the same historical era that accompanied the creation of our nation's favorite buildings. However, any lesson taken from pre-war urban design must still contemplate the differences between the past and present.

Even as town center streets are made more suitable to pedestrians, the car's importance to everyday life must be taken into account. At the same time, car-sharing and self-driving cars are on the horizon and should also be considered in the long-range planning and design of parking facilities. Biking as a form of recreation and commuting is on the rise; bike paths and storage should be integrated in ways that encourage this highly sustainable and healthy trend. While the streetcar has disappeared, local shuttles and bus rapid transit systems provide additional strategies for taking cars off the street. Fuel-efficient and conveniently joining intra- and inter-town destinations, these modes of transportation typically run along wider Rights-of-Way (once used to good effect by the streetcar); how might their stops be integrated with the streetscape?

2022 is not 1922. Designing for nostalgia is fundamentally different from designing for now. Designers will find many tools from the past, but design strategies must be adopted to work in the context of the present and future. Often, the right architectural and place-making solutions will be a revelation and not a repeat.

IV.A.7

Having Architectural Ambition

Every architectural firm brings singular qualities to the design process and a wide variety of creative responses to design guidelines for each of their projects. Given a similar context and building program, two different firms may produce two different design solutions that both fulfill the Township's aspirations towards a contextually satisfactory architecture. In fact, this variation of perspectives has resulted in Montclair's exemplary eclectic mix of architectural styles seen today. The goal of these design guidelines is therefore not to suppress architectural ambition in favor of "design by committee" but to draw out architectural ambition while respecting the realized aspirations of past designs. (Figure A.7-01)

Appendix: IV.B: Tools Montclair Town Center – Lessons to Learn

IV.B.1

Where the Suburb meets the City

- A valuable, symbiotic relationship
- A balance to be preserved

The balance within Montclair between the suburb and the city remains a primary attraction of the Township and is one of its great strengths. Nowhere is this more evident than in Montclair's mile-long Main Street, otherwise known as the Central Business District, or Town Center. Recognized as a Great American Main Street by The National Trust for Historic Preservation in 2015, the Town Center provides numerous services to the surrounding residential districts and acts as a commercial and entertainment magnet for the region. Like a city dependent on its suburbs for workers and patrons, there is a symbiotic relationship between the busy heart of Montclair and the people who live around it; the Town Center's concentration of amenities, opportunities and diversions and the neighboring residential streets serve and depend upon one another. [\(Figure B.1-01\)](#)

The suburb-city balance of Montclair's town center is sometimes viewed from two opposing perspectives, which can be simplified as follows: There are those who leave large urban centers for Montclair, escaping the city for a small town where a wooded ridge overlooks a downtown area steeped in historical architecture. Others choose Montclair because of its similarities, rather than differences, with city living. Many New Jersey towns provide a concentration of urban amenities, but few offer the walkable downtown lifestyle that is closer to that of a village or small city than the typical suburb. What both groups look for in Montclair is different, but both groups currently find what they are looking for.

Preserving this balance is the greatest planning challenge the Township faces. As much as the character of its citizens, the built character of Montclair is a defining trait of the community. Any new development must be respectful of this character. Through careful

analysis of local architectural precedents, qualified designers can simultaneously safeguard the physical and personal character of Montclair that make it so attractive.

IV.B.2

A Living Museum

- Multiple building campaigns
- A rich, evolving, eclectic heritage

Montclair is significant for being one of the first important railroad suburbs in New Jersey. Its diverse commercial architecture reflects the fashionable urban culture that new town residents successfully infused within the aesthetic framework of a late 19th-century pastoral village. The architecturally eclectic styles of downtown buildings in Montclair Center were largely built between 1885 and 1937 and are representative of the town's period of rapid growth as a prosperous commuter suburb. [\(Figures B.2-01 and -02\)](#)

Of particular note, in 1909, the widely influential landscape architect John Nolen published a lengthy report: "Montclair: The preservation of its natural beauty and its improvement as a Residence Town." If the town adhered to his vision, he asserted, "Montclair can be and ought to be, with its natural attractions, the most beautiful suburban town in the world." Nolen's transformation of Montclair, influenced by his study of historic European cities, featured classical municipal buildings, parks, and English Revival commercial centers.

In the Town Center today, the Nolen report's lasting effects are most evident in the 1913 Municipal Hall (present-day Police Headquarters), the 1913 Train Waiting Room at Lackawanna Plaza, and the 1914 Montclair Art Museum. The Wedgwood Building, originally housing the post office in its central portion, continued this legacy in 1926. Consistent with Nolen's goals, these buildings aim to define and ennoble the space around them. They powerfully frame their context, whether by bending primary facades to address major byways, highlighting major points of entry with large colonnades, or sitting back from the street in order to magnify their civic presence. [\(Figures B.2-03 through B.2-06\)](#)

The buildings now standing within the Town Center Historic District are some of the most impressive buildings architecturally in the Township. The numerous buildings contributing to the Historic District are significant for their association with the commercial and economic development campaigns of Montclair spurred by two periods of substantial financial investment and downtown growth, around 1890 and 1920. In addition, these buildings are significant because they represent an exceptionally wide variety of architectural styles that embody the finest characteristics of 19th- and early 20th-century commercial town architecture. The richness of this architectural collection and the high standard of so many styles are what is truly remarkable about Montclair's Town Center. (Figure B.2-07)

Notable, extant architecture within the Town Center Historic District begins in 1802 with the construction of the Munn Tavern and extends to 1937, when Montclair's economic vitality and extraordinary growth suffered as a result of the Great Depression. Because of this economic turn of fate, commercial construction investment within the Montclair Center halted in 1937 and did not resume in any significant fashion until the late 1970s. Just as important, in the post-World War II years, the automobile took precedence over the pedestrian and increased mobility allowed businesses to locate outside of the historic core of the town center. By the 1960s, highways, suburbs and strip development dramatically changed the way people lived. Today's Town Center, with its mix of active zones and pockets of inactivity, reflects all these influences on its growth and development. (Figure B.2-08: Bloomfield Avenue overview)

Previous studies of Montclair's Town Center Historic District have analyzed the contributions of individual buildings in terms of a "Period of Significance," identified as 1865-1937, the era during which most of downtown's extant buildings were constructed. But, unlike a Nantucket or SoHo with their rare assemblage of period gems, this district's defining character lies in the lively harmonious urbanism, which successfully integrates buildings of many styles and eras. Overall, it is cohesive in that it has the scale, craftsmanship, streetscape harmony, and pedestrian orientation of a fine traditional "Main Street."

The Montclair Historic Preservation Commission uses a system of five categories to assess architectural and streetscape qualities of each structure. The following terms, which are used in these design standards and should form the basis for public discussion of the treatment of extant buildings in and around the redevelopment area, define these categories as follows:

Key: Applied to those buildings which possess historic district architectural and historical significance, and which act as landmarks within the architectural matrix of the district.

Contributing: Refers to buildings dating from the historic district's Period of the Significance which have some architectural and/or historical importance, or which visually contribute to the cohesiveness of the district's streetscapes.

Harmonizing: Refers to buildings from a later dating period.

Harmonizing (altered): Refers to buildings dating from the Period of the Significance which have been significantly altered.

Intrusion: Refers to buildings or sites which are from a later dating period and do not visually contribute to the cohesiveness of the historic district's streetscapes.

Architectural styles represented within Montclair Center include: Early Republic Federal style; Late Victorian Italianate, Queen Ann, Renaissance Revival, and Romanesque styles; early twentieth century Beaux Arts Commercial and Neo-Classical Revival styles; and Art Moderne. Key and Contributing buildings were mainly constructed between 1885 and 1937.

IV.B.3

Leveraging Key Historic Assets

- Current weaknesses are future strengths

In the immediate vicinity of two Key historic buildings in the Town Center – 1913 Municipal Hall/present Police Headquarters at Valley Road and Bloomfield Avenue, and 1913 D.L.&W. Train Waiting Room at Lackawanna Plaza – vacancies are high and foot traffic

is weak. Instead of drawing interest from visitors and anchoring diverse activity around them, as architectural landmarks often do, these buildings are isolated and the under-utilized properties around them discourage, rather than promote, the creation of an attractive and walkable community.

The streets, curb cuts and sidewalks around these key historic buildings favor the car over the pedestrian, making it difficult to safely approach and appreciate these structures on foot. Being able to see interesting buildings through a windshield is not as important as maintaining the theater of experience that characterizes the most popular commercial areas of Montclair, where walking to and lingering beside older, interesting buildings is accommodated and encouraged.

Exactly where there should be high points of visual delight and experience on Bloomfield Avenue, there are dead spots and discontinuity. Like a garment with multiple holes, the fabric of the Town Center, no matter how colorful, is tarnished by these gaps.

In a climate of renewed interest in town center living, Bloomfield Avenue as a competitive Main Street is less than it could and should be. Only by respecting and leveraging the historic assets that make Montclair's Town Center special is the walkable community plausible. Anchoring new development around the former Lackawanna Waiting Room will play a critical role in the ongoing rejuvenation of Bloomfield Avenue, reinforcing the unique character of the Township, creating a safer, more cohesive and attractive Main Street experience, and boosting its local economy. To help achieve this, the Rehabilitation and Adaptive Reuse of all existing historic elements on the site is strongly encouraged, in accordance with the U.S. Secretary of the Interior Standards for the treatment of historic properties. (Figures B.3-01 through -05)

IV.B.4 Building Basics: Lowrise Design

IV.B.4-1

Lowrise Design Background

- Articulated mass
- Animated rooflines
- Distinct door and window composition

For a design incorporating one or more lowrise structures, the following recommendations apply.

The majority of the buildings in the Town Center today were constructed as commercial structures with brick, stone, cast stone, or terra cotta facades. These buildings are typically 2-3 stories high with flat roofs hidden behind articulated roofline elements such as gables, deep eaves, moulded cornices, articulated parapets, and balustrades. Uniformly without stepbacks, these structures are essentially well-crafted boxes. Facades are sub-divided by architectural detailing such as pilasters, masonry patterning, window framing, and decorative panels that add texture and life to the walls. Almost all the downtown buildings are built to the front and side property lines. Most Town Center buildings, therefore, are not freestanding structures but are built directly abutting each other, sometimes using party wall (ie. shared) construction. (Figure B.4-01) The later gas stations and parking lots are considered intrusions in this otherwise uniform streetscape.

The lowrise design is typically mixed-use with tall ground floor retail storefronts divided into bays and residential units above. The storefronts have a discernable base plate, vertical glass windows, and a transom or sign band. The entry door is usually in the center or to one side with a solid base and transom similar to the storefront. The wall or blade signs are at the transom level and the shed or rounded awnings span one single bay only. Historically most awnings were retractable and not fixed in place.

Upper story windows, traditionally protected with awnings (few extant), have at least two sashes per opening and are sometimes mullioned, creating multiple panes and shadow lines. Doors and windows frequently have simplified revival trim or detailed

moldings around them, a pattern evident even on the later Art Moderne style structures.

IV.B.4-2

Lowrise Design Precedents

The following buildings exemplify typical and effective lowrise design in Montclair's Town Center. They have been chosen for the clarity of their overall compositional strategy as well as their treatment of specific materials and details. None are "ideal" but as a group they document a range of effective design strategies for 1-3 story buildings.

Base-Middle-Top Paragon: Louis Harris Building

537-539 Bloomfield Avenue, known historically as the Louis Harris Building, is an excellent example of an early Main Street archetype that organizes three stories through an identifiable base-middle-top façade expression, a mix of residential and commercial uses (each with their own discernable street entrance), and an appropriate use of varied materials (brick, limestone, and terra cotta) to temper its mass. (Figure B.4-03) Though the building is a typical low, rectangular shape, familiar along the Main Street, its command of architectural scale and classical detailing lets the façade read as a series of taller rectangles mitigating a boxy appearance.

The building is vertically delineated by an obvious base-middle-top typology. There is a clear design separation between the first and second stories evidenced by the three large ornamental brackets which support a foliated cornice band. The upper story windows showcase delicate stone rosettes which articulate the corners of the raised brick windows surrounds, creating a heightened sense of depth. The third floor window sills feature small corbeled brackets on either underside of every stone sill further drawing the eye upwards on the facade. The upper floor fenestration culminates in a continuous masonry stringcourse band above the third floor. The cornice along the heavy roof line, ornately detailed with dentils and corbels, is supported by paired brackets interwoven with a continuous cornice molding neatly running beneath the projecting masonry roof line. The layered cornice treatment hides the flat roof beyond.

Fraternal Twins: The Wellmont Theater and Kahn Buildings

The Wellmont and Kahn buildings were constructed at the same time, and employ numerous strategies in order to differentiate the two buildings as they front different streets while tying them together through material and compositional similarity. (Figure B.4-04)

From the pedestrian's perspective, the Kahn's long frontage along Bloomfield Avenue establishes a bottom-middle-top condition that heavily accentuates the horizontality of the building. The first story is comprised of storefront bays that grow taller as the pedestrian moves east, due to the change in grade along Bloomfield Avenue. This negotiation of sloping ground adds additional visual interest at the storefronts. Above these storefronts is a projecting stone beltcourse band, which initiates the "middle" portion of the building. Here, the horizontality of the building is highlighted through a single row of windows with an arched trim detail including stone keystones. The "top" of the building, denoted by another horizontal beltcourse, consists of another row of smaller, more simply adorned windows and a stone cornice. Due to the building's sloped roof, the Bloomfield Street frontage is a height similar to the adjacent buildings to the west, creating a consistent streetwall.

Along Seymour Street, the Kahn building's treatment of mass is much different. While the stone banding, window detailing, and awnings all wrap the corner, creating continuity, the east-facing Seymour Street façade includes the roof gable and a much lower proportion of fenestration to opaque brick. This creates a more monumental face, functioning as a landmark rather than a piece of streetwall context. The Wellmont building next door's massing is similar: a large, monumental mass with a low proportion of fenestration above the "third story" windows. Like the Kahn's, the Wellmont's roof is sloped, hiding additional building mass and lessening the perceived bulk of the building. The results of the massing design thus succeeds both in creating landmark buildings along Seymour Street and a successful streetwall contributor along Bloomfield Ave.

If the massing strategies employed by the Wellmont and Kahn buildings are meant to differentiate both the buildings from one another and the Kahn building in

particular between Bloomfield Avenue and Seymour Street, the detailing of the buildings work to maintain coherence. The stone beltcourse bands that mark the transitions between base, middle, and top at the Kahn building not only continue to the Wellmont, but are repeated below the latter's roofline. The Wellmont eschews a roof cornice, and thus matches the Kahn's cornice-less eastern façade. Perhaps most noticeably, the distinctive second story window detailing is present on both buildings, becoming a clearly unifying element.

Efficient Articulation: 440-444 Bloomfield Avenue

440-444 Bloomfield Avenue articulates its mass differently in order to increase perceived verticality and stateliness. ([Figure B.4-05](#))

The building features a straightforward base-middle-top strategy. At the base, a shallow copper pent roof and brow over tall, glassy storefronts with recessed entrances creates a perception of depth and separation from the 2nd and 3rd story windows. Above, repetitive, tall windows create a middle zone, with distinctive sill and head detailing drawing the eye upward. An oversized cornice growing out of the brick itself provides an effective crown. Formed not from carved stone or projecting bent metal, the cornice of brick corbeling and delicate patterning nevertheless provides a sophisticated cap for the building. Three brick pilasters, one at each end of the building and one in the middle, reinforce the vertical attenuation by themselves terminating in projecting brick capitals, emphatically separating the building into two bays. What could have been a flat, square facade built out of a very simple material instead appears as a grouping of tall rectangular facades, each with a memorable base, middle, and top.

IV.B.5 Building Basics: Midrise Design

IV.B.5-1

Midrise Design Background

Outside of the major cities, building taller than 3 stories was an expensive proposition prior to World War II due to the restrictions of masonry load-bearing construction, the expense of steel, limitations in fire protection, and the availability of reliable elevator travel. Thus, there are only a few examples of 4-7 story buildings in Montclair's Town Center. Interestingly, as with the Lowrise Design examples, these buildings are without stepbacks, with one notable exception ([Figure B.5-02](#)). In spite of this, the finished buildings deploy surface composition and decoration in such a way that the architectural mass blends easily into the primarily lowrise streetscape, tuned equally well for the pedestrian focused on engaging with the storefronts and the visitor who takes a minute to stand back and admire the overall quality and varied character of the Town Center streetscape.

IV.B.5-2

Midrise Design Precedents

For a design incorporating one or more midrise structures, the following recommendations apply.

The following buildings exemplify typical and effective midrise design in Montclair's Town Center. They have been chosen for the clarity of their overall compositional strategy as well as their treatment of specific materials and details. None are "ideal" but as a group they document a range of effective design strategies for 4-7 story buildings.

Gothic Grids: The Madison Building

The Madison Building is a 4 story building that is taller than its context. The building is designed in such a way, however, that its massing and composition create a harmonious façade that does not appear overbearing from the street. The building accomplishes this primarily through creating descending layers of order with its mass. ([Figure B.5-03](#))

Fenestration at each story is grouped into three distinct bays set between wide piers. These piers are heavily articulated in stone at the first story and brick from the 2nd story up, and continue as solid elements up to the top of the parapet. A secondary organizational system is introduced to the building horizontally, with large detailed stone bands spanning across both window bays and subdividing piers. The resulting massing is a large-scale grid with square voids in between that appears less bulky, a necessity for a building larger than its neighbors.

Detailing on the building complements this strategy. The large voids within the grid are subdivided into three windows with transoms above, introducing a smaller scale recognizable in the majority of the Madison Building's Bloomfield Avenue neighbors. Above the 4th story windows is a small cornice and a shallow arch and keystone detail. These details, combined with balustrades interrupting the solid parapet of the building, stand in place of a larger, more ornamental cornice. Thus, the height of the building (especially compared to its four-story neighbor to the east) is not stressed, and the grid established by the vertical piers and horizontal bands remains the Madison's primary point of interest.

Proportioned Monolith: Claridge Apartments

At 6 stories, with a red clay tile roof and glazed features reflecting the character of the Hinck building nearby, this impressive building is a focal point of its corner of the downtown without overpowering the scale of its neighbors. In spite of its overall mass and height, the structure fits snugly within the historic district's eclectic, character-defining streetscape. ([Figures B.5-01 and -02](#))

45 Church Street, at the corner of South Park Street, or historically referred to as the Claridge Apartments, is a very tall, solid mass that uses two predominate materials to achieve verticality and lightness of appearance. The Renaissance Revival building is a full 6 stories in height finished with terra-cotta blocks at the ground floor and buff bricks laid in running bond above. The Claridge Apartments has a symmetrical façade which is broken up by slight 2-bay wide projections at the center and sides of the massing envelope. The architect employed a cohering strategy of base-middle-top to achieve an enduring stately appear-

ance. At the heavy base, the main storefronts and residential entrance are set below decorative arches with rope-molded colonettes complete with composite capitals. Uniform awnings are radiused to fit within the uniquely shaped storefronts that result and have an aesthetically pleasing disposition. A beautiful molding runs along both sides of building directly below the street level stringcourse and adds further architectural distinction to the rusticated base. In Classical and Renaissance architecture (design inspiration for this building), rustication is an architectural feature that contrasts in texture with the smoothly finished, squared-block masonry surfaces.

Despite the next four floors of double-hung windows, the middle façade verticality is broken down by strategically placed windows at the second and sixth floors being comprised of round arches supported by rope molding colonettes. The large expanse of fenestration does not therefore feel as overwhelming to the overall façade and harmonizes well with the horizontality of the brickwork. A thick masonry beltcourse at the fifth floor level further enhances the horizontal lines of the building and accentuates the projecting 2-bay wide façade detailing. At the building's top, a heavy band of finely detailed terra-cotta cornice masks a flat roof behind a narrow, false mansard roof sheathed with clay tiles. The deep frieze running below the roof cornice has alternating console brackets and heraldic emblems.

Distinguished Single-Use: Seymour Street Apartment Buildings

There are two Seymour Street multi-family residential buildings, both 5 stories in height, finished in buff-colored masonry with an H-shaped floor plan. These pre-War apartment buildings were built of fireproof construction and have a permanent, sturdy appearance tempered by graceful architectural gestures that break down a five-story mass. Similar to previously mentioned examples, the buildings have a discernable base-middle-top configuration. In this case, however, a tripartite vertical rhythm is introduced, with the central entrance block being slightly set back through all five levels of the facade. ([Figure B.5-04](#))

The symmetrical base façade has a readily identifiable central entrance with a classical temple motif. Because there is no commercial component, the need

for storefronts is obviated and all five levels have a residential appearance. Two horizontal beltcourses help distinguish the three-part division between the base, middle, and top. The tops are articulated by pedimented and crenellated parapets made of the same buff running bond brick as the rest of the façade. All windows are double-hung with 6/1 lights, with the side projecting bay fenestration featuring tripartite windows with square terra cotta surrounds and the central paired windows accentuating a three-bayed façade organization. These subtle differences add visual interest to the façade projections and soften its mass by being replicated on each floor level. These Seymour Street multi-family apartment buildings, though simplistic on the surface, feature clear three-part vertical and horizontal divisions of façade area which serves to break down its boxy, rectangular mass into smaller focal points using unadorned architectural materials.

Lessons from the above precedents were successfully incorporated into the design of the Seymour Street redevelopment project, a multi-building complex adjacent to Bloomfield Avenue and the historic Wellmont Theater. [\(Figure B.5-05\)](#)

IV.B.6

Building Basics: Site Awareness

Individually and in groups, the buildings surrounding the redevelopment area provide lessons in how small and large design decisions impact our perception of the streetscape.

Because of the large sizes of the West and East Parcels and the wide range of contextual conditions facing each parcel, redevelopment design should respond accordingly in terms of project character, height and materiality, from street to street and corner to corner. To achieve this, the design should aim for a range of design styles and massing strategies in order to better relate the overall project to the immediate, diverse surroundings and the larger Town Center conditions.

Existing mixed-use buildings and historic buildings and their elements should influence the redevelopment design, more so than the adjacent gas and tire service stations or the single-family homes nearby.

While architectural design outside the redevelopment area might influence the redevelopment design, the aesthetics of the former Train Station, embodied by the style and tectonics of the Waiting Room, Terminal Shed, Platform Canopies, and remnants of the Grove Street bridge, provide essential points of reference and should influence the design of the project, especially on the West Parcel.

The Waiting Room of the former Train Station, the most significant historic element in the redevelopment area, projects its identity to the south, east, and west foremost through its tall, arched thermal windows. The Waiting Room shall be a featured element of any new public plaza, with views to the building's distinctive arched windows maintained from surrounding streets to the greatest extent possible. [\(Figure B.6-01\)](#)

IV.B.7

Open Space

Relative to its scale, Montclair's Town Center has little dedicated open public assembly space, whether hardscaped (eg, paved plaza) or landscaped (eg, town green). With the exception of the recently completed Seymour Street Plaza, there are no open spaces that are simultaneously publicly owned and controlled, continuously available, scaled to accommodate large gatherings and events, and fully protected from traffic on each side.

Crane Park at Lackawanna Plaza and the corner of Church Street and Bloomfield Avenue are perhaps the closest to providing open public assembly space. Landscaped with narrow paths, small lawn areas, numerous mature trees, and seating, Crane Park encourages quiet contemplation but is not well-suited to larger gatherings with a wider range of needs. [\(Figure B.7-01\)](#)

At Church Street and Bloomfield Avenue, the depth of the sidewalk along Church Street provides limited space for regularly scheduled summer performances and holiday celebrations, between which outdoor café seating is hosted. However, while brick planters and foliage at the termination of Church Street help

mitigate some street noise from Bloomfield Avenue, the space is not fully separated from the din of Six Corners. (Figure B.7-02)

Since its redevelopment, South Park Street similarly is used as public space, such as weekly summer farmer's markets and more widely spaced special public events. Large planters with built-in seating, similar to those along Church Street, provide settings for small group gatherings. The street's primary function nonetheless remains a vehicular throughway, and thus South Park Street can only intermittently be considered a fully protected public space. (Figure B.7-03)

Outdoor courts on or near Bloomfield Avenue exist and satisfy a particular need, albeit in semi-private settings. Cuban Pete's, Just Jakes, and Thai Chef, offer three examples of the comfort an enclosed open-air public space. Such spaces are human-scaled and protected from street noise as well as wind. These separations are provided by locating the space away from the street, accessible via a decorated alley at Cuban Pete's, beyond a simple fence at Just Jake's, and on the other side of a low wall at Thai Chef. (Figures B.7-04 and -05)

In aggregate, sidewalks constitute the largest public gathering spaces within Montclair. While these shared spaces are supplemented at Church Street and South Park Street with wider sidewalks and planter seating, they inevitably make for awkward meeting and dining locations along a loud and busy Bloomfield Avenue, the Township's main vehicular thoroughfare.

The creation of a dedicated Public Plaza, one available for free use as well as programmed arts and entertainment events, would bring to Montclair's Town Center – and to the Township as a whole – a generous civic space commensurate with the Township's identity as an exceptional New Jersey destination: a place where people of all kinds can gather safely and in large numbers to commune, to contemplate, to entertain, and be entertained.

IV.B.8 Parking

Montclair's Town Center is currently home to several public surface parking lots and public structured parking decks, spaced somewhat evenly along the length of Bloomfield Avenue. Surface lots provide a public amenity without impeding on light and air available in the streets, but are inferior to parking structures with regard to the number of parking spots provided. Surface lots also introduce large breaks in the Town Center streetwall, a condition that is unfriendly to the pedestrian experience and walkable community.

(Figure B.8-01) For these reasons, the Township's Master Plan and recent developments have focused on providing more parking through structured parking, including the Bay Street Deck, the Crescent Deck, the Wellmont Deck, the Glenridge Deck, and the expanded parking structure at Orange Road.

Designing structured parking decks presents specific design challenges. The North Fullerton Deck and the Crescent Deck offer an instructive comparison, highlighting what is successful and should be emulated by future designs. Foremost, the two lots vary greatly in terms of access and siting.

The North Fullerton Deck is accessed at two ends, at Park Street and North Fullerton Avenue. Both access points are close to Bloomfield Avenue, which has led to inevitable traffic conflicts. (Figure B.8-02 and -03) The Crescent Deck, conversely, is located a block away from Bloomfield Avenue and has its own dedicated right-of-way approach, resulting in more free-flowing traffic patterns. (Figure B.8-04)

The Crescent Deck is also a free-standing structure, as compared to the North Fullerton Deck, which is sandwiched between the rear, loading side of Bloomfield Avenue buildings and the YMCA. With façade exposure on four sides and generous floor to floor heights, the Crescent Deck allows light and air to penetrate deep into the structure, creating an airy and open feeling throughout. A perimeter of large openings frame views to neighboring buildings, providing a sense of orientation and safety.

The Crescent Deck weaves neatly into the existing built context, basing its mass, style and material palette on neighboring structures, most skillfully along its public frontage on The Crescent. (Figures B.8-05 and -06) Compared to the minimal, older design of the North Fullerton Deck, perhaps intended to disappear into its setting, the more recently built Crescent Deck, which nonetheless incorporates modern building systems and material detailing, comes across as the more comfortable, compatible member of its historic setting.

As an alternative to freestanding parking structures and as a corrective to visibly “sandwiched” parking structures, new developments may incorporate parking into a larger structure. In this case, lining visible frontages of a multi-story parking deck with active uses, such as retail, residential lobbies, and residential units on upper stories, is encouraged. Where proposed parking structures are not lined in this manner, an alternative screening method that integrates with the architectural character of the attached, larger building must be used. Green facades and art installations may form part or all of such a screening strategy, and may complement or contrast with the character of adjoining architecture. Green facades and art installations must be permanently installed and accessible for regular, appropriate maintenance. (Figures B.8-07 through -09)

In future development on smaller or irregular sites, where parking structures must be designed to accommodate an increase in on-site parking and sit beside, behind, below, or above new occupied construction, the lessons of the Crescent and North Fullerton Decks will apply but must be supplemented with new strategies to ensure the decks remain inviting and attractive conveniences in the Town Center landscape.



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: March 26, 2024

SUBMITTED BY: Department of Community Services

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-24-080:** Resolution authorizing to exercise the option to renew the agreement with Atlantic Coast Recycling, LLC and for processing and disposition of recyclable materials

ATTACHMENTS:

[**Item 0C R-24-080 Resolution - EXTENSION OF A RECYCLING AGREEMENT - ATLANTIC COAST FIBERS.pdf**](#)

R-24-080
TOWNSHIP OF MONTCLAIR

RESOLUTION AUTHORIZING TO EXERCISE THE OPTION TO RENEW THE AGREEMENT WITH ATLANTIC COAST RECYCLING, LLC AND FOR PROCESSING AND DISPOSITION OF RECYCLABLE MATERIALS

March 26, 2024

WHEREAS, Resolution (R-20-054) dated March 24, 2020, was awarded by the Township Council with Atlantic Coast Fibers for the processing and disposition of recyclable materials recovered through the Township's recycling program; and

WHEREAS, the Director of Community Services discovered that the term of the contract was erroneously awarded for one (1) year with an option to renew for two (2) years, which is different from the original agreement of the contract of an initial contract award of three (3) years with two (2) separate one year option to renew the contract; and

WHEREAS, Resolution (R-23-077) dated March 27, 2023, was amended and renewed by the Township council with Atlantic Coast Fibers for the processing and disposition of recyclable materials recovered through the Township's recycling program by the following terms: 1) The term of the original contract (R-20-054) with Atlantic Coast Fibers, LLC shall be amended as initial contract award of three (3) years with two (2) separate one year option to renew the contract at the sole discretion of the Township, 2) Vendor Atlantic Coast Fibers shall be changed to Atlantic Coast Recycling, LLC, 3), 3) The term of this first extension is for one (1) year starting January 1, 2023, through December 31, 2023, 4) Aside from this change, the remainder of the terms shall be in accordance with the original agreement and all attachments thereto, 5) This resolution shall take effect immediately; and

WHEREAS, it is the desires of the Township to exercise its second-year option to renew the contract for one (1) year based on the original agreement; and

WHEREAS, the Chief Financial Officer has certified that funds for this contract are available in account number 01-201-26-306-299 in the amount not to exceed \$235,000.00 subject to the appropriation of sufficient funds in the year 2024 adopted municipal budget, otherwise the contract cannot exceed the amount available for the year 2024 temporary budget period; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Montclair, in the County of Essex that the term of this second extension is for one (1) year starting January 1, 2024, through December 31, 2024 and that this resolution shall take effect immediately.



Township of Montclair

205 Claremont Avenue

Montclair, NJ 07042

tel: 973-509-4964

fax: 973-509-0370



Chief Financial Officer
Director of Finance

CERTIFICATION OF FUNDS

I HEREBY CERTIFY THAT SUBJECT TO APPROPRIATION OF SUFFICIENT FUNDS IN THE ADOPTED BUDGET, THE TOWNSHIP OF MONTCLAIR WILL ENCUMBER THE FUNDS FOR THE PAYMENT OF SERVICES, GOODS, AND/OR MERCHANDISE AS STATED IN THE FOLLOWING CONTRACT:

PURPOSE OF CONTRACT

FOR PROCESSING & DISPOSITION OF

RECYCLABLE MATERIALS

**TOTAL AMOUNT OF CONTRACT
SUBJECT TO APPROPRIATIONS IN
BUDGET**

\$ 235,000.00

ACCOUNT NUMBER (S)

01-201-26-306-299

NAME AND ADDRESS OF COMPANY

Atlantic Coast Recycling, LLC.

101 7th Street

Passaic, New Jersey 07055

Padmaja Rao, CPA, RMA, CMFO
Chief Financial Officer
Director of Finance

Date: 3/12/24



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: March 26, 2024

SUBMITTED BY: Department of Community Services

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-24-081:** Resolution authorizing the exercising of the Township's option to renew the Parks Maintenance Service Contract for a twelve-month period at the same and current terms

ATTACHMENTS:

[Item 0D R-24-081 Year 2024 Parks Maintenance Renewal Resolution.pdf](#)

R-24-081
TOWNSHIP OF MONTCLAIR

**RESOLUTION AUTHORIZING THE EXERCISING OF THE TOWNSHIP'S OPTION
TO RENEW THE PARKS MAINTENANCE SERVICE CONTRACT FOR A TWELVE-
MONTH PERIOD AT THE SAME AND CURRENT TERMS**

March 26, 2024

WHEREAS, on February 23, 2022, the Township of Montclair awarded a contract for the 2022 Parks Maintenance Services required by the Township with Custom Care Services, Inc., for one year, with options to renew for two (2) additional, one (1) year extensions as prescribed by law; and

WHEREAS, the Township of Montclair desires to exercise the option to renew the contract with Custom Care Services, Inc. at the same, current terms for an additional (12) twelve-month period, beginning January 9, 2024 and ending on January 8, 2025; and

WHEREAS, the Chief Financial Officer has certified that funds for this contract are available in account number 01-201-28-376-029 subject to the adoption of the year 2024 adopted municipal budget.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Montclair, in the County of Essex, that the Township exercises its option to renew the Parks Maintenance Service contract with Custom Care Services Inc., for a twelve-month period at the same, current terms, for the Parks Maintenance Services in an amount not to exceed \$55,000.00.



Township of Montclair

205 Claremont Avenue

Montclair, NJ 07042

tel: 973-509-4964

fax: 973-509-0370



Chief Financial Officer
Director of Finance

CERTIFICATION OF FUNDS

I HEREBY CERTIFY THAT SUBJECT TO APPROPRIATION OF SUFFICIENT FUNDS IN THE ADOPTED BUDGET, THE TOWNSHIP OF MONTCLAIR WILL ENCUMBER THE FUNDS FOR THE PAYMENT OF SERVICES, GOODS, AND/OR MERCHANDISE AS STATED IN THE FOLLOWING CONTRACT:

PURPOSE OF CONTRACT

2024 Parks Maintenance Services

**TOTAL AMOUNT OF CONTRACT
SUBJECT TO APPROPRIATIONS IN
BUDGET**

\$ 55,000.00

ACCOUNT NUMBER (S)

01-201-28-376-029

NAME AND ADDRESS OF COMPANY

Custom Care Services, Inc.

2817 Williamsburg Drive

Wall, NJ 07719


Padma Rao, CPA, RMA, CMFO
Chief Financial Officer
Director of Finance

Date: 3/6/24



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: March 26, 2024

SUBMITTED BY: Office of the Township Manager

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-24-082:** Resolution designating a Public Agency Compliance Officer for a term ending December 31, 2024

ATTACHMENTS:

[Item 0E R-24-082 Resolution Designating Public Agency Compliance Officer.pdf](#)

R-24-082
TOWNSHIP OF MONTCLAIR

**RESOLUTION DESIGNATING PUBLIC AGENCY COMPLIANCE OFFICER FOR A
TERM ENDING DECEMBER 31, 2024**

March 26, 2024

WHEREAS, N.J.A.C. 17:27-3.3 requires each public agency to designate an officer or employee to serve as its public agency compliance officer; and

WHEREAS, the required designation of a Public Agency Compliance Officer is to ensure and promote equal employment opportunity and affirmative action regarding public contracts; and

WHEREAS, it is the policy of the Township of Montclair to ensure and promote equal opportunity and affirmative action regarding public contracts and public purchasing.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Montclair, in the County of Essex, that AL DINEROS be, and he hereby is, designated Public Agency Compliance Officer for the period of January 1, 2024 through December 31, 2024.



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: March 26, 2024

SUBMITTED BY: Health Department

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-24-083:** Resolution authorizing the submission of a Strategic Plan for the Montclair Community Intervention Alliance Grant for fiscal year 2025 (grant period: July 1, 2024 – June 30, 2025)

ATTACHMENTS:

[Item 0F R-24-083 MCIA RESOLUTION FY25 - 7-1-24 TO 6-30-25.pdf](#)

[Item 0F1 MCIA reso MEMO FY 2025 app.pdf](#)

R-24-083
TOWNSHIP OF MONTCLAIR

**RESOLUTION AUTHORIZING THE SUBMISSION OF A STRATEGIC PLAN FOR
THE MONTCLAIR COMMUNITY INTERVENTION ALLIANCE GRANT FOR FISCAL
YEAR 2025 (GRANT PERIOD: JULY 1, 2024 – JUNE 30, 2025)**

March 26, 2024

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and

WHEREAS, The Township Council of the Township of Montclair, County of Essex, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore, has an established Municipal Alliance Committee; and

WHEREAS, the Township Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, the Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Essex.

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of Montclair, County of Essex, State of New Jersey hereby recognizes the following:

1. The Township Council does hereby authorize submission of a strategic plan for the Montclair Community Intervention Alliance grant for fiscal year 2024 (grant period: July 1, 2024 to June 30, 2025) in the amount of:

Drug Education Demand Reduction (DEDR): \$ 20,325.26

Cash Match \$ 5,081.32

In-Kind \$ 15,243.95

2. The Township Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.



Health Department

205 Claremont Avenue

Montclair, NJ 07042

Tel: 973-509-4970

Fax: 973-509-1479



MEMORANDUM

TO: Michael Lapolla, Interim Township Manager
FROM: Arlene Karp, Project Coordinator
DATE: March 15, 2024
RE: Montclair Community Intervention Alliance Grant (MCIA)

We have received a letter of intent from Essex County Municipal Alliance program to provide a grant to the Township of Montclair in the amount of \$20,325.26 for fiscal year 2025 (July 1, 2024, through June 30, 2025). I am currently compiling the application forms, which also require that the attached resolution be approved by the Council.

If you have any questions, please contact me.

Thank you.



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: March 26, 2024

SUBMITTED BY: Law Department

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-24-084:** Resolution authorizing the Township Clerk to sign an addendum to the Agreement previously approved by Resolution R-06-0495 to allow New Jersey Transit to replace damaged bus shelter at Bloomfield Avenue and Pine Street

ATTACHMENTS:

[Item 0G R-24-084 Resolution authorizing Township Clerk to sign addendum Bus Shelter Replacement.pdf](#)

[Item 0G1 For Signature Approval For Replacement Shelter \(Montclair - Bloomfield Ave at Pine St\).pdf](#)

[Item 0G2 Supporting Doc Adopted Resolution R-06-0495 Bus Shelter Installations.pdf](#)

R-24-084
TOWNSHIP OF MONTCLAIR

**RESOLUTION AUTHORIZING THE TOWNSHIP CLERK TO SIGN AN ADDENDUM
TO THE AGREEMENT PREVIOUSLY APPROVED BY RESOLUTION R-06-0495 TO
ALLOW NEW JERSEY TRANSIT TO REPLACE DAMAGED BUS SHELTER AT
BLOOMFIELD AVENUE AND PINE STREET**

March 26, 2024

WHEREAS, on April 25, 2006, by Resolution R-06-0495, the Governing Body of the Township of Montclair authorized the Township to enter into an agreement with New Jersey Transit for the purchase and installation of four (4) bus shelters within the Township; and

WHEREAS, on or about February 27, 2024, New Jersey Transit conducted a site inspection of the shelters and noted that there was damage to the roof of one of the shelters located on Bloomfield Avenue, westbound, at Pine Street, near side; and

WHEREAS, pursuant to its 20-year replacement shelter policy, New Jersey Transit has offered to replace the shelter at no cost to the Township; and

WHEREAS, the Mayor and the Township Council recognize that having the shelter replaced is in the best interest of the Township.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Montclair, in the County of Essex, that the Township Clerk is hereby authorized to sign an addendum to the Agreement previously approved by Resolution R-06-0495 which will authorize New Jersey Transit to replace the aforementioned bus shelter.

**REQUEST FOR REPLACEMENT SHELTER
MONTCLAIR STATE UNIVERSITY
(ESSEX COUNTY)**

NJ TRANSIT will replace the bus shelter (1) listed below. Once installed, the Township of Montclair agrees to take possession of the (1) shelter and provide for its maintenance according to the original bus shelter maintenance agreement.

Angelese Bermudez Nieves, Township Clerk

Date

1. **Bloomfield Avenue, westbound, at Pine Street, Near Side (18127)**

Finance
Mr. Wood
Ms. Craft
Ms. Mitchell

RESOLUTION REQUESTING INSTALLATION OF BUS STOP SHELTERS BY
NEW JERSEY TRANSIT CORPORATION

April 25, 2006

WHEREAS, NJ TRANSIT has funds for the purchase of bus shelters throughout the State of New Jersey; and

WHEREAS, the governing body of a municipality in New Jersey or the Board of Chosen Freeholders of a county may apply to the New Jersey Transit Corporation for the purchase and installation of bus shelters at legally designated bus stops; and

WHEREAS, the Township of Montclair, in the interest of promoting public transportation, conservation of energy, traffic safety, and for the convenience of the public, endorses the concept of providing bus shelters within its jurisdiction; now therefore

BE IT RESOLVED that an application is being made by the Township of Montclair to the New Jersey Transit Corporation for the purchase and installation of four(4) bus shelters as set forth in Exhibit A and in the selected style as set forth in Exhibit B, both made a part hereof; and

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are hereby authorized to execute said agreements with NJ Transit to arrange for the purchase and installation of these shelters; and

BE IT FURTHER RESOLVED that a copy of this resolution and agreements shall be forwarded to the Essex County Board of Freeholders for adoption of a consenting resolution agreeing to installation of the bus shelters

RECORD OF COUNCIL VOTE											
COUNCILORS	YES	NO	ABS	N.V.	AB	COUNCILORS	YES	NO	ABS	N.V.	AB
Freier	✓					Mayor Remsen	✓				
Lang	✓					Schlager	✓				
Mattox	✓					Tobin	✓				
Deputy Mayor Michaelson	✓										

X-Indicate Vote ABS-Abstain N.V.-Not Voting AB-Absent

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Council of the Township of Montclair, in the County of Essex, at its meeting held on 4.25.06.

Linda S. Wanat
Linda S. Wanat
Clerk of the Township of Montclair, New Jersey

EXHIBIT A
BUS SHELTER
(TOWNSHIP OF MONTCLAIR)

<u>Location</u>	<u>Shelter Type</u>
Bloomfield Avenue, Westbound @ Pine Street, Near Side	Standard 5'x10' Non-Cantilever
Bloomfield Avenue, Eastbound @ S. Church Street, Near Side	Standard 5'x10' Non-Cantilever
Bloomfield Avenue, Eastbound @ S. Park Street, Near Side	Standard 5'x10' Non-Cantilever
Bloomfield Avenue, Eastbound @ Gates Avenue, Near Side	Standard 5'x10' Non-Cantilever

R-06-0495
7/19/06

AGREEMENT BETWEEN
THE NEW JERSEY TRANSIT CORPORATION
AND
MUNICIPAL SPONSOR AND COUNTY CO-SPONSOR
FOR THE INSTALLATION AND MAINTENANCE OF BUS SHELTERS
ON COUNTY ROADS

This agreement made as of 11/5/07 by and between NEW JERSEY TRANSIT CORPORATION (hereinafter "NJ TRANSIT") and the Township of Montclair (hereinafter "Sponsor") and the County of Essex, (hereinafter "Co-sponsor") State of New Jersey.

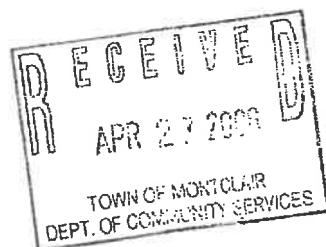
W I T N E S S E T H:

WHEREAS, NJ TRANSIT desires to establish and provide for the operation and improvement of a coherent public transportation system in the most efficient and effective manner; and

WHEREAS, NJ TRANSIT desires to promote increased ridership on buses and other means of public transportation; and

WHEREAS, NJ TRANSIT desires to encourage the participation of municipal and county governments and other concerned citizens in the development of a bus shelter program; and

WHEREAS, the Sponsor and Co-Sponsor desire bus shelters to be installed in order to provide a safe and convenient waiting area for the commuting public; and



WHEREAS, the Sponsor has made application to NJ TRANSIT by its resolution dated April 25, 2006, and the Co-Sponsor has concurred with said application by its resolution dated _____, which resolutions are hereby made a part of this Agreement, for the installation of a bus shelter(s) at certain locations within the Township of Montclair in the County of Essex, and

WHEREAS, the NJ TRANSIT Board of Directors on February 28, 1989, authorized the execution of an agreement with the Sponsor and Co-Sponsor for installation of Four bus shelter(s) in the Township of Montclair.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree with each other as follows:

1. NJ TRANSIT shall procure and install, at its sole expense, bus shelters at certain locations within the Township of Montclair, the County of Essex, which locations are set forth in Exhibit A (Specifications and Locations of Bus Shelters) which is attached to and made part of this Agreement.
2. The Sponsor, at the Sponsor's sole cost and expense, shall secure any and all rights-of-way necessary for the proposed bus shelter installation(s).
3. Other than as set forth in paragraph 4 hereof, the Sponsor shall do any and all preliminary work relating to installation of the bus shelters, including any utility relocations, necessary to prepare the bus shelter site(s) at the locations set forth in Exhibit A. NJ TRANSIT will ensure that the shelter itself will conform with all requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et. seq., as implemented in the Department of Justice

regulations 28 CFR Part 35. The Sponsor shall bear all obligations and costs to comply with the act when necessary to provide access to the shelter involving sidewalks, curb cuts, ramps, or slopes.

4. If NJ Transit, in its sole discretion, determines that the installation of a six (6) inch deep concrete pad foundation is necessary for the bus shelter installation(s), then NJ Transit shall perform or cause to be performed the excavation or fill work related to the installation of said concrete pad.
5. The Sponsor shall obtain any and all necessary consents from adjoining property owners for installation of the bus shelter(s) at the proposed location(s).
6. The Sponsor, in accordance with N.J.S.A. 39:4-197 et. seq., and the Co-Sponsor shall adopt any and all resolutions and/or ordinances necessary to give legal effect to all regulatory signs and devices installed or erected in connection with the bus shelter installations. The Sponsor and Co-Sponsor shall comply with N.J.S.A. 39:4-8 when adopting any ordinance or resolution pertaining to the subject bus shelters if such resolutions or ordinances pertain to regulating or governing of traffic or traffic conditions.
7. The Sponsor shall procure and, when necessary, pay for any and all necessary permits required to carry out the project.
8. The Sponsor and/or Co-Sponsor hereby grant NJ TRANSIT and the New Jersey Department of Transportation (NJDOT), their agents, officials, employees and servants permission to enter its right-of-way at the location(s)

set forth in Exhibit A for the purpose of installing or removing bus shelters at said locations.

9. Upon the commencement of the installation of the bus shelter(s) the Sponsor shall assume ownership and possession of the bus shelter(s) and shall retain ownership of said shelter(s) subject to the terms, condition, reservations and covenants set forth in this Agreement.
10. The Sponsor agrees to bear all risks of damage, loss, theft, or destruction, partial or complete, of the bus shelter(s). Any and all replacements, repairs or substitution of parts on the shelter(s) shall be at the cost and expense of the Sponsor, and the Sponsor shall at all times at its own expense keep the bus shelter(s) in good condition and repair. The Sponsor shall provide, at its own expense, security and maintenance (including removal of graffiti and snow removal) necessary to keep the shelter(s) functional, safe, and clean. If the Sponsor fails to maintain a bus shelter so that it is no longer safe, clean or functional as determined by NJ TRANSIT, NJ TRANSIT shall notify the Sponsor in writing of such determination and after thirty (30) days from the date of said notice, NJ TRANSIT may, by its agents, enter upon the site of said shelter, take possession of, and remove such shelter. The Sponsor, however, shall remain liable with respect to the bus shelter as hereinafter provided until its removal. This right retained by NJ TRANSIT to retake possession of a shelter, should the Sponsor fail to abide by this Agreement, shall not be construed, and is not intended to impose, a duty on the part of

NJ TRANSIT to inspect and maintain the shelter(s). The duty to inspect and maintain rests entirely with the Sponsor.

11. At no time shall the Sponsor remove or relocate a bus shelter installed pursuant to this Agreement without prior written approval of NJ TRANSIT. All costs of removal and/or relocation, if approved, shall be borne by the Sponsor.
12. The Sponsor shall defend, indemnify, protect, and save harmless the State of New Jersey, NJ TRANSIT, NJDOT, and the Co-Sponsor, their agents, officials, employees, and servants, against all liability, expenses and just or unjust claims made against the Sponsor, the State of New Jersey, NJ TRANSIT, NJDOT, and the Co-Sponsor, their agents, officials, employees, and servants on account of any alleged injuries, deaths, property damage, losses of any kind whatsoever, damages, suits, liabilities, judgments, costs and expenses (including reasonable court costs and attorney's fees), arising out of any acts or omission of the Sponsor, its officials, agents, servants and employees in the performance of any duties, services or obligations connected with or resulting from this agreement or arising from the possession, use, and maintenance of the bus shelters, including without limitation, the delivery, possession, use or removal thereof. NJ TRANSIT assumes no liability or responsibility for the acts, whether negligent or not, of the Sponsor or Co-Sponsor, their officials, employees, agents or servants, by virtue of entering into this Agreement.

13. The Sponsor agrees to carry, throughout the term of this Agreement, commercial general liability insurance which covers any and all claims arising from the possession, use or maintenance of each bus shelter which is the subject of this Agreement with a minimum limit of \$1,000,000.00 per occurrence. Such insurance shall name NJ TRANSIT and Sponsor and Co-Sponsor as insured and shall contain a provision that no act or omission of Sponsor and Co-Sponsor will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Such policy shall be noncancelable except upon thirty (30) days advance written notice to NJ TRANSIT. The foregoing insurance coverage is not intended to, nor does it, limit the liability of the Sponsor to hold harmless the State of New Jersey, NJ TRANSIT, NJDOT and the Co-Sponsor. If the Sponsor fails to maintain the types or amounts of insurance required under the terms of this Agreement, NJ Transit shall have the right to unilaterally cancel this agreement and to enter upon the sites of the subject bus shelters, take possession of the shelters and remove the shelters, upon 24 hours notice to Sponsor and Co-Sponsor.
14. The Sponsor shall not install or permit to be installed any graphics or private advertisement on the bus shelters without the prior written approval of NJ TRANSIT.
15. Each party executing and delivering this agreement has due and proper authority to execute and deliver same.

IN WITNESS WHEREOF, the parties hereto execute this Agreement to be effective as of
the day and year first written above.

ATTEST:

Linda S. Wanat
Clerk

Name typed: Linda S. Wanat
Title typed: Township Clerk

ATTEST:

Adrienne Davis
Clerk

Name typed: Adrienne Davis
Title typed: Board Clerk

ATTEST:

Sharon M. Thomas

The aforementioned Agreement has been reviewed and is hereby approved as to form
only.



SPONSOR:

Edward L. Lensen 4/25/06
Director or Presiding Officer Date

Name typed: Edward Lensen

Title typed: Township Manager

CO-SPONSOR:

Joyce Wilson Harvey 7-5-06
Director or Presiding Officer Date

Name typed: Joyce Wilson Harvey

Title typed: County Administrator

NJ TRANSIT CORPORATION

By: J. J. J. 1/5/07
Date

ZULIMA V. FARBER
ATTORNEY GENERAL OF NEW JERSEY

BY: Zulima V. Farber 1/28/06
Deputy Attorney General Date

**REQUEST FOR REPLACEMENT SHELTER
MONTCLAIR STATE UNIVERSITY
(ESSEX COUNTY)**

NJ TRANSIT will replace the bus shelter (1) listed below. Once installed, the Township of Montclair agrees to take possession of the (1) shelter and provide for its maintenance according to the original bus shelter maintenance agreement.

Angelese Bermudez Nieves, Township Clerk

Date

1. **Bloomfield Avenue, westbound, at Pine Street, Near Side (18127)**

Finance
Mr. Wood
Ms. Craft
Ms. Mitchell

RESOLUTION REQUESTING INSTALLATION OF BUS STOP SHELTERS BY
NEW JERSEY TRANSIT CORPORATION

April 25, 2006

WHEREAS, NJ TRANSIT has funds for the purchase of bus shelters throughout the State of New Jersey; and

WHEREAS, the governing body of a municipality in New Jersey or the Board of Chosen Freeholders of a county may apply to the New Jersey Transit Corporation for the purchase and installation of bus shelters at legally designated bus stops; and

WHEREAS, the Township of Montclair, in the interest of promoting public transportation, conservation of energy, traffic safety, and for the convenience of the public, endorses the concept of providing bus shelters within its jurisdiction; now therefore

BE IT RESOLVED that an application is being made by the Township of Montclair to the New Jersey Transit Corporation for the purchase and installation of four(4) bus shelters as set forth in Exhibit A and in the selected style as set forth in Exhibit B, both made a part hereof; and

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are hereby authorized to execute said agreements with NJ Transit to arrange for the purchase and installation of these shelters; and

BE IT FURTHER RESOLVED that a copy of this resolution and agreements shall be forwarded to the Essex County Board of Freeholders for adoption of a consenting resolution agreeing to installation of the bus shelters

RECORD OF COUNCIL VOTE											
COUNCILORS	YES	NO	ABS	N.V.	AB	COUNCILORS	YES	NO	ABS	N.V.	AB
Freier	✓					Mayor Remsen	✓				
Lang	✓					Schlager	✓				
Mattox	✓					Tobin	✓				
Deputy Mayor Michaelson	✓										

X-Indicate Vote ABS-Abstain N.V.-Not Voting AB-Absent

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Council of the Township of Montclair, in the County of Essex, at its meeting held on 4.25.06.

Linda S. Wanat
Linda S. Wanat
Clerk of the Township of Montclair, New Jersey

EXHIBIT A
BUS SHELTER
(TOWNSHIP OF MONTCLAIR)

<u>Location</u>	<u>Shelter Type</u>
Bloomfield Avenue, Westbound @ Pine Street, Near Side	Standard 5'x10' Non-Cantilever
Bloomfield Avenue, Eastbound @ S. Church Street, Near Side	Standard 5'x10' Non-Cantilever
Bloomfield Avenue, Eastbound @ S. Park Street, Near Side	Standard 5'x10' Non-Cantilever
Bloomfield Avenue, Eastbound @ Gates Avenue, Near Side	Standard 5'x10' Non-Cantilever

R-06-0495
7/19/06

AGREEMENT BETWEEN
THE NEW JERSEY TRANSIT CORPORATION
AND
MUNICIPAL SPONSOR AND COUNTY CO-SPONSOR
FOR THE INSTALLATION AND MAINTENANCE OF BUS SHELTERS
ON COUNTY ROADS

This agreement made as of 11/5/07 by and between NEW JERSEY TRANSIT CORPORATION (hereinafter "NJ TRANSIT") and the Township of Montclair (hereinafter "Sponsor") and the County of Essex, (hereinafter "Co-sponsor") State of New Jersey.

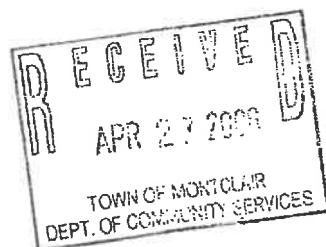
W I T N E S S E T H:

WHEREAS, NJ TRANSIT desires to establish and provide for the operation and improvement of a coherent public transportation system in the most efficient and effective manner; and

WHEREAS, NJ TRANSIT desires to promote increased ridership on buses and other means of public transportation; and

WHEREAS, NJ TRANSIT desires to encourage the participation of municipal and county governments and other concerned citizens in the development of a bus shelter program; and

WHEREAS, the Sponsor and Co-Sponsor desire bus shelters to be installed in order to provide a safe and convenient waiting area for the commuting public; and



WHEREAS, the Sponsor has made application to NJ TRANSIT by its resolution dated April 25, 2006, and the Co-Sponsor has concurred with said application by its resolution dated _____, which resolutions are hereby made a part of this Agreement, for the installation of a bus shelter(s) at certain locations within the Township of Montclair in the County of Essex, and

WHEREAS, the NJ TRANSIT Board of Directors on February 28, 1989, authorized the execution of an agreement with the Sponsor and Co-Sponsor for installation of Four bus shelter(s) in the Township of Montclair.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree with each other as follows:

1. NJ TRANSIT shall procure and install, at its sole expense, bus shelters at certain locations within the Township of Montclair, the County of Essex, which locations are set forth in Exhibit A (Specifications and Locations of Bus Shelters) which is attached to and made part of this Agreement.
2. The Sponsor, at the Sponsor's sole cost and expense, shall secure any and all rights-of-way necessary for the proposed bus shelter installation(s).
3. Other than as set forth in paragraph 4 hereof, the Sponsor shall do any and all preliminary work relating to installation of the bus shelters, including any utility relocations, necessary to prepare the bus shelter site(s) at the locations set forth in Exhibit A. NJ TRANSIT will ensure that the shelter itself will conform with all requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et. seq., as implemented in the Department of Justice

regulations 28 CFR Part 35. The Sponsor shall bear all obligations and costs to comply with the act when necessary to provide access to the shelter involving sidewalks, curb cuts, ramps, or slopes.

4. If NJ Transit, in its sole discretion, determines that the installation of a six (6) inch deep concrete pad foundation is necessary for the bus shelter installation(s), then NJ Transit shall perform or cause to be performed the excavation or fill work related to the installation of said concrete pad.
5. The Sponsor shall obtain any and all necessary consents from adjoining property owners for installation of the bus shelter(s) at the proposed location(s).
6. The Sponsor, in accordance with N.J.S.A. 39:4-197 et. seq., and the Co-Sponsor shall adopt any and all resolutions and/or ordinances necessary to give legal effect to all regulatory signs and devices installed or erected in connection with the bus shelter installations. The Sponsor and Co-Sponsor shall comply with N.J.S.A. 39:4-8 when adopting any ordinance or resolution pertaining to the subject bus shelters if such resolutions or ordinances pertain to regulating or governing of traffic or traffic conditions.
7. The Sponsor shall procure and, when necessary, pay for any and all necessary permits required to carry out the project.
8. The Sponsor and/or Co-Sponsor hereby grant NJ TRANSIT and the New Jersey Department of Transportation (NJDOT), their agents, officials, employees and servants permission to enter its right-of-way at the location(s)

set forth in Exhibit A for the purpose of installing or removing bus shelters at said locations.

9. Upon the commencement of the installation of the bus shelter(s) the Sponsor shall assume ownership and possession of the bus shelter(s) and shall retain ownership of said shelter(s) subject to the terms, condition, reservations and covenants set forth in this Agreement.
10. The Sponsor agrees to bear all risks of damage, loss, theft, or destruction, partial or complete, of the bus shelter(s). Any and all replacements, repairs or substitution of parts on the shelter(s) shall be at the cost and expense of the Sponsor, and the Sponsor shall at all times at its own expense keep the bus shelter(s) in good condition and repair. The Sponsor shall provide, at its own expense, security and maintenance (including removal of graffiti and snow removal) necessary to keep the shelter(s) functional, safe, and clean. If the Sponsor fails to maintain a bus shelter so that it is no longer safe, clean or functional as determined by NJ TRANSIT, NJ TRANSIT shall notify the Sponsor in writing of such determination and after thirty (30) days from the date of said notice, NJ TRANSIT may, by its agents, enter upon the site of said shelter, take possession of, and remove such shelter. The Sponsor, however, shall remain liable with respect to the bus shelter as hereinafter provided until its removal. This right retained by NJ TRANSIT to retake possession of a shelter, should the Sponsor fail to abide by this Agreement, shall not be construed, and is not intended to impose, a duty on the part of

NJ TRANSIT to inspect and maintain the shelter(s). The duty to inspect and maintain rests entirely with the Sponsor.

11. At no time shall the Sponsor remove or relocate a bus shelter installed pursuant to this Agreement without prior written approval of NJ TRANSIT. All costs of removal and/or relocation, if approved, shall be borne by the Sponsor.
12. The Sponsor shall defend, indemnify, protect, and save harmless the State of New Jersey, NJ TRANSIT, NJDOT, and the Co-Sponsor, their agents, officials, employees, and servants, against all liability, expenses and just or unjust claims made against the Sponsor, the State of New Jersey, NJ TRANSIT, NJDOT, and the Co-Sponsor, their agents, officials, employees, and servants on account of any alleged injuries, deaths, property damage, losses of any kind whatsoever, damages, suits, liabilities, judgments, costs and expenses (including reasonable court costs and attorney's fees), arising out of any acts or omission of the Sponsor, its officials, agents, servants and employees in the performance of any duties, services or obligations connected with or resulting from this agreement or arising from the possession, use, and maintenance of the bus shelters, including without limitation, the delivery, possession, use or removal thereof. NJ TRANSIT assumes no liability or responsibility for the acts, whether negligent or not, of the Sponsor or Co-Sponsor, their officials, employees, agents or servants, by virtue of entering into this Agreement.

13. The Sponsor agrees to carry, throughout the term of this Agreement, commercial general liability insurance which covers any and all claims arising from the possession, use or maintenance of each bus shelter which is the subject of this Agreement with a minimum limit of \$1,000,000.00 per occurrence. Such insurance shall name NJ TRANSIT and Sponsor and Co-Sponsor as insured and shall contain a provision that no act or omission of Sponsor and Co-Sponsor will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Such policy shall be noncancelable except upon thirty (30) days advance written notice to NJ TRANSIT. The foregoing insurance coverage is not intended to, nor does it, limit the liability of the Sponsor to hold harmless the State of New Jersey, NJ TRANSIT, NJDOT and the Co-Sponsor. If the Sponsor fails to maintain the types or amounts of insurance required under the terms of this Agreement, NJ Transit shall have the right to unilaterally cancel this agreement and to enter upon the sites of the subject bus shelters, take possession of the shelters and remove the shelters, upon 24 hours notice to Sponsor and Co-Sponsor.
14. The Sponsor shall not install or permit to be installed any graphics or private advertisement on the bus shelters without the prior written approval of NJ TRANSIT.
15. Each party executing and delivering this agreement has due and proper authority to execute and deliver same.

IN WITNESS WHEREOF, the parties hereto execute this Agreement to be effective as of
the day and year first written above.

ATTEST:

Linda S. Wanat
Clerk

Name typed: Linda S. Wanat
Title typed: Township Clerk

ATTEST:

Adrienne Davis
Clerk

Name typed: Adrienne Davis
Title typed: Board Clerk

ATTEST:

Sharon M. Thomas

The aforementioned Agreement has been reviewed and is hereby approved as to form
only.



SPONSOR:

Edward L. Lensen 4/25/06
Director or Presiding Officer Date

Name typed: Edward Lensen

Title typed: Township Manager

CO-SPONSOR:

Joyce Wilson Harvey 7-5-06
Director or Presiding Officer Date

Name typed: Joyce Wilson Harvey

Title typed: County Administrator

NJ TRANSIT CORPORATION

By: J. J. J. 1/5/07
Date

ZULIMA V. FARBER
ATTORNEY GENERAL OF NEW JERSEY

BY: Zulima V. Farber 1/28/06
Deputy Attorney General Date



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: March 26, 2024

SUBMITTED BY: Health Department

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-24-085:** Resolution authorizing the execution of a non-fair and open professional services agreement with Cameron Animal Hospital for veterinary services for the Township of Montclair (\$80,000.00)

ATTACHMENTS:

[Item 0H R-24-085 CAMERON ANIMAL HOSP RES 2024 - REV ABD.pdf](#)

R-24-085
TOWNSHIP OF MONTCLAIR

RESOLUTION AUTHORIZING THE EXECUTION OF A NON-FAIR AND OPEN PROFESSIONAL SERVICES AGREEMENT WITH CAMERON ANIMAL HOSPITAL FOR VETERINARY SERVICES FOR THE TOWNSHIP OF MONTCLAIR (\$80,000.00)

March 26, 2024

WHEREAS, the Township of Montclair has a need to retain Veterinary services for the Township of Montclair; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5, authorizes municipalities to enter contracts for professional services without public bidding; and

WHEREAS, the Township received a proposal from Cameron Animal Hospital for Veterinary Services and desires to enter a contract with Cameron Animal Hospital for same; and

WHEREAS, this contract is being awarded in accordance with requirements of N.J.S.A. 19:44A-20.5 et seq. applicable to non-fair and open contracts; and

WHEREAS, the anticipated term of this contract is for an initial term of one (1) year with two (2) separate one-year option to renew the contract at the sole discretion of the Township as approved by the governing body; and

WHEREAS, Cameron Animal Hospital has completed and submitted a Business Entity Disclosure Certification certifying that it has not made any reportable contributions to any political or candidate committee in the Township of Montclair in the previous one-year period, and the subject contract will prohibit said corporation from making any reportable contributions during the term of this contract; and

WHEREAS, the Chief Financial Officer has certified that funds for this contract are available in account number 01-201-27-340-167 subject to the adoption of the year 2024 adopted municipal budget.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Montclair, in the County of Essex that the Township Manager be, and he is hereby authorized to execute the applicable agreement with Cameron Animal Hospital, 417 Bloomfield Avenue, Montclair, NJ 07042 for a period of one year based substantially upon the terms and conditions set forth herein, subject to final approval by the Township Attorney; and

BE IT FURTHER RESOLVED that the total amount of this agreement shall not exceed \$80,000.00 subject to appropriation of sufficient funds in the year 2024 adopted municipal budget, otherwise the contract cannot exceed the amount available for the year 2024 temporary budget period; and

BE IT FUTHER RESOLVED, that notice shall be published in the official newspaper stating the nature, duration, service and amount of the agreement and that copies of the Resolution and the agreement shall be on file and available for inspection in the Office of the Township Clerk.



Township of Montclair

205 Claremont Avenue

Montclair, NJ 07042

tel: 973-509-4964

fax: 973-509-0370



Chief Financial Officer
Director of Finance

CERTIFICATION OF FUNDS

I HEREBY CERTIFY THAT SUBJECT TO APPROPRIATION OF SUFFICIENT FUNDS IN THE ADOPTED BUDGET, THE TOWNSHIP OF MONTCLAIR WILL ENCUMBER THE FUNDS FOR THE PAYMENT OF SERVICES, GOODS, AND/OR MERCHANDISE AS STATED IN THE FOLLOWING CONTRACT:

PURPOSE OF CONTRACT

Veterinary Services Contract

**TOTAL AMOUNT OF CONTRACT
SUBJECT TO APPROPRIATIONS IN
BUDGET**

\$ 80,000.00

ACCOUNT NUMBER (S)

01-201-27-340-167

NAME AND ADDRESS OF COMPANY

Cameron Animal Hospital

417 Bloomfield Avenue

Montclair, NJ 07042

Padmaja Rao
Padmaja Rao, CPA, RMA, CMFO
Chief Financial Officer
Director of Finance

Date: 3/20/24



Township of Montclair

205 Claremont Avenue

Montclair, NJ 07042

tel: 973-509-4982

fax: 973-509-0529



AL B. Dineros, QPA

Purchasing Agent

adineros@montclairnjusa.org

**DETERMINATION OF VALUE
TO AWARD A NON-FAIR AND OPEN CONTRACT FOR
VETERINARY SERVICES**

Pursuant to N.J.S.A 19:44A-20.4 et seq., prior to the governing body formally considering a resolution awarding a non-fair and open contract, an appropriate official must certify in writing that the estimated amount of the contract to be awarded exceeds \$17,500. The appropriate official may be the purchasing agent, financial officer, chief administrative officer, or an appointed or elected official with knowledge of the contract.

Contract For: Professional Services – Veterinary Services

Contract to be Awarded to: Cameron Animal Hospital, Montclair New Jersey

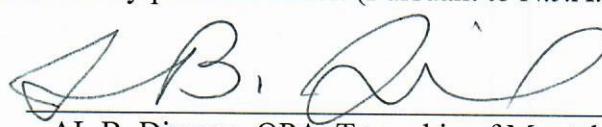
Contract Period: One Year (Two separate one-year option to renew)

CERTIFICATION

I hereby certify that the amount of the contract, in aggregation with the outstanding current contracts, for this vendor exceed \$17,500 over a twelve-month period.

I hereby further certify that the funds to cover the expenditures for the above-reference contract will be encumbered by purchase order. (Pursuant to N.J.A.C. 5:30-5.4).

By



AL B. Dineros, QPA, Township of Montclair

Certified Date:

3/19/2024

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this 1st day of January, 2024, between the Township of Montclair, a body politic and corporate of the State of New Jersey (the "Township") and the following professional service provider ("Provider"):

Name of Provider: Cameron Animal Hospital

Office address: 417 Bloomfield Ave. Montclair, NJ 07042

Professional license type: Veterinary License #: VI00680600

WHEREAS, it is agreed as follows:

- 1. Services.** Provider shall provide the Township of Montclair with professional services as directed by the Township Manager or Township Attorney. The services to be performed shall include all services as outlined in the attached proposal dated _____, _____. The services shall also include other matters as assigned.
- 2. Term.** The term of this agreement shall be 1/1/2024 through 12/31/2024 _____. The term may not exceed one year.
- 3. Compensation.** Provider shall be compensated as follows:

Fixed amount (s): \$ _____

Hourly rate: \$ _____

Total shall not exceed: \$ 80,000.00

The Township shall not be charged for the time spent by Provider preparing, reviewing or discussing its bill for or with the Township. The Township shall also not be charged for Provider's clerical staff.

- 4. Disbursements.** In addition to fee income but included in the "not to exceed" limit, Provider will be entitled to payment or reimbursement for the reasonable costs and expenses incurred hereunder on the Township's behalf.
- 5. Estimates.** Although Provider will, upon the Township's request, furnish estimates of fees and costs that are anticipated, the parties understand that these estimates are by their nature inexact.
- 6. In-House Costs.** The Township shall not be charged for in-house costs for photocopies at a rate greater than ten cents per copy, the line and usage charges for telephone calls, e-mails, or facsimiles.
- 7. Billing.** Fees and expenses will be billed monthly upon submission of periodic vouchers accompanied by a statement of services rendered. No payment under this contract shall be made until Provider claiming same presents a detailed bill of items on demand specifying particularly how the bill is made up upon a Township voucher form with the Certification of Provider claiming that it is correct, together with a Certification of some officer or duly designated employee of the Township that said goods have been received or the services rendered to the Township. The

Township shall not be obligated to pay fees and expenses not billed within sixty (60) days of when incurred.

8. Communication. Upon request, Provider shall provide a written update for the Township Provider including a brief description of activity to date, the current status of matters outstanding, what developments are expected during the current quarter and billing information.

9. Severability of Provisions. If any provision of this agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or to other circumstances.

10. Waiver of Breach. The waiver by the Township of any breach of any term or condition of this agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition of this contract.

11. Discrimination. The provisions of N.J.S.A. 10:2-1 through 10:2-4, inclusive, relating to discrimination in employment on public contracts, and rules and regulations promulgated thereunder, are incorporated into the terms and conditions of Provider's retention and made a part of hereof.

12. Affirmative Action. Attachment A containing the Affirmative Action requirements is incorporated herein.

13. Americans with Disabilities Act. Attachment B containing the Americans with Disabilities Act requirements is incorporated herein.

14. Political Contribution Disclosure. Attachment C containing the requirements for a non-fair and open contract is incorporated herein.

This contract has been awarded to the Provider based on the merits and abilities of the Provider to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the Provider does hereby attest that the Provider, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township if a member of that political party is serving in an elective public office of the Township when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

15. Conflicts of Interest. During the period of this agreement, the Provider and all entities with which is engaged shall not accept engagements, do work, for any entity, private or governmental, for work or services in the Township which deal with the functioning, operations, grants, studies, litigation, appearances before its bodies and officials, developmental applications or public work

which will be considered a conflict with the agreement. As a public entity, the Township cannot waive a conflict of interest. Provider agrees to notify the Township Attorney immediately if a conflict arises or is discovered during the term of or in the course of performing the services pursuant to this Agreement.

16. Confidentiality. Provider agrees that all reports and conclusions are for the confidential use and information of the Township and that Provider will not disclose the conclusions, in whole or in part, to any person or persons whatsoever.

17. Termination. Either party shall have the right to terminate this Agreement with or without cause upon providing not less than thirty (30) days prior written notice to the other party. This agreement shall be binding on the heirs, successors, and assigns of each party hereto.

18. Notices. All notice given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular mail, lawyers' service or some other method of overnight delivery to the respective parties at the address set forth below:

Provider Company Name
Provider Address
Town, State Zip code
Attn:

Township of Montclair
Township Manager's Office
205 Claremont Avenue
Montclair, New Jersey 07042

Provider Attorney Name
Provider Attorney Address
Town, State Zip code

Township of Montclair
Township Attorney's Office
205 Claremont Avenue
Montclair, New Jersey 07042

19. Hold Harmless. The Provider specifically agrees to save and hold the Township harmless from all acts of negligence by the Provider which may arise out of this Agreement. This relationship created by this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed so as to create a partnership or any other employee/employer relationship between the parties. Provider agrees to abide by all requirements contained in the "Local Public Contracts Law," N.J.S.A. 40:11-1 et seq. and to all Local, State and Federal laws in effect during the term of this Agreement.

20. Insurance. The Provider shall be responsible to maintain all insurance which is required by the laws of the State of New Jersey. The Provider shall maintain professional liability insurance in the amount of at least \$1,000,000.00 at all times during the term of this Agreement.

21. Agreement. Provider's signature on this agreement constitutes acceptance of the foregoing terms and conditions, and if applicable, ratification of those terms and conditions in connection with work already performed. This agreement constitutes the entire understanding concerning the Township's engagement of Provider and cannot be modified except in a writing signed by both parties.

22. **Additional Provisions.** None Attached

IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the dates set forth below.

Provider Company Name

Cameron Animal Hospital
Provider Name:

Elizabeth Houston
Elizabeth Houston

WITNESS:

Orlene Kayf
Name:

TOWNSHIP OF MONTCLAIR

Mr. Michael Lapolla
Acting Township Manager

ATTEST:

Name:

Authority:

This agreement was approved on _____ by Resolution number _____ of the governing body of the Township of Montclair.

Angelese Bermúdez Nieves
Township Clerk

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related

testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

EXHIBIT B

AMERICANS WITH DISABILITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the TOWNSHIP do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the TOWNSHIP from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Exhibit C is required for all contracts in excess of \$17,500 that are not awarded pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7)

EXHIBIT C

BUSINESS ENTITY DISCLOSURE CERTIFICATION
PURSUANT TO N.J.S.A. 19:44A-20.8

AND

POLITICAL CONTRIBUTION DISCLOSURE FORM
PURSUANT TO N.J.S.A. 14:44A-20.26

Montclair
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MONTCLAIR

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that he has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the date of this certification to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Montclair as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Sean M. Spiller	David Cummings
Roger Terry	
Robert Russo	
William Hurlock	
Robin Schlager	
Lori Price Abrams	

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Part 3 – Signature and Attestation:

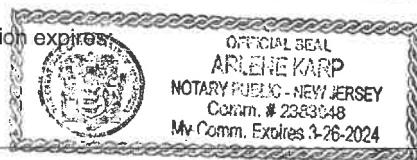
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Cameron Animal Hospital

Signed: *Elizabeth Houston* Title: Owner/Veterinarian

Print Name: Elizabeth Houston Date: 3-18-24

Subscribed and sworn before me this 18 day of March, 2024



Barbara Karp

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF MONTCLAIR

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	Cameron Animal Hospital		
Address:	417 Bloomfield Ave		
City:	Montclair	State:	NJ
		Zip:	07042

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Elizabeth Houston

Elizabeth Houston

Owner

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Check here if the information is continued on subsequent page(s)



Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

Page ____ of ____

Vendor Name:

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
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31							

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Commissioners	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

Belleville Township	Irvington Township	Orange City
Bloomfield Township	Livingston Township	Roseland Borough
Caldwell Borough	Maplewood Township	South Orange Village
Cedar Grove Township	Millburn Township	Verona Township
East Orange City	Montclair Township	West Caldwell Township
Essex Fells Township	Newark City	West Orange Township
Fairfield Township	North Caldwell Borough	
Glen Ridge Borough	Nutley Township	

Boards of Education (Members of the Board):

Belleville Town	Glen Ridge Borough	Nutley Town
Bloomfield Township	Irvington Township	Roseland Borough
Caldwell-West Caldwell	Livingston Township	South Orange-Maplewood
Cedar Grove Township	Millburn Township	Verona Borough
Essex Fells Borough	Newark City	West Essex Regional
Fairfield Township	North Caldwell Borough	West Orange Town

Fire Districts (Board of Fire Commissioners):

None

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM
WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Elizabeth Houston	
Home Address:	Home Address:
14 Erwin Park	
Montclair, NJ 07042	
Name:	Name:
Home Address:	Home Address:



Name:

Name:

Home Address:

Home Address:

Subscribed and sworn before me this ____ day of _____, 2

—

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

STANDARD BID DOCUMENT REFERENCE

Name of Form	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN				
Statutory Reference	N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4				
Applicability		Y/N		Mandatory	Optional
	LPCL	Y	Goods and Services	X	
Instructions Reference					
Description	P.L. 2012, c.25 prohibits the awarding of State and local public contracts for goods and services with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Prior to contract award, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List").				

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

Disclosure of Investment Activities in Iran

Montclair Township

Person or Entity	Cameron Animal Hospital
-------------------------	--------------------------------

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

<input type="checkbox"/> X	<i>I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.</i>
----------------------------	--

OR

<input type="checkbox"/>	<i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.</i>
--------------------------	---

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activates in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Name of Contracting Unit** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Reference to Contracting Unit** to notify the **Reference to Contracting Unit** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Name of Contracting Unit** and that the **Reference to Contracting Unit** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)	Elizabeth Houston	Title	Owner
Signature	Elizabeth Houston	Date	3-19-24

TOWNSHIP OF MONTCLAIR

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify

(Check the Appropriate Box)

That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Elizabeth Houston

Signature of Vendor's Authorized Representative

Elizabeth Houston, Owner

Print Name and Title of Vendor's Authorized Representative

Cameron Animal Hospital

Vendor's Name

417 Bloomfield Ave

Vendor's Address (Street Address)

Montclair, NJ 07042

Vendor's Address (City/State/Zip Code)

3-19-24

Date

82-5367196

Vendor's FEIN

973-744-2052

Vendor's Phone Number

973-744-4053

Vendor's Fax Number

office@cameronanimalhospitalnj.com

Vendor's Email Address

¹Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: March 26, 2024

SUBMITTED BY: Police Department

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-24-086:** Resolution authorizing a shared services agreement with the Montclair Board of Education to provide for School Resource Officers for the 2023-2024 through 2027-2028 school years (five year agreement)

ATTACHMENTS:

[Item 01 R-24-086 Resolution for SRO \(FIVE YEAR AGREEMENT\) \(002\).pdf](#)

R-24-086
TOWNSHIP OF MONTCLAIR

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE MONTCLAIR BOARD OF EDUCATION TO PROVIDE FOR SCHOOL RESOURCE OFFICERS FOR THE 2023-2024 THROUGH 2027-2028 SCHOOL YEAR (FIVE YEAR AGREEMENT)

March 26, 2024

WHEREAS, there are police officers specifically trained in educating, counseling, and protecting the public in an educational setting within the Township of Montclair Police Department known as School Resource Officers (SROs); and

WHEREAS, the Township of Montclair (“Township”) and the Montclair Board of Education (“MBOE”) are partners in providing the School Resource Officers (SROs), and acknowledge that these officers have been a constructive and valuable presence in the schools; and

WHEREAS, the Uniformed Shared Services and Consolidation Act, NJSA 40A:65-1, et seq, (the “Act”) permits units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses; and

WHEREAS, the Township of Montclair and the Montclair Board of Education are public bodies corporate and politic of the State of New Jersey and are authorized under New Jersey Law to enter into a Shared Services Agreement pursuant to the Act; and

WHEREAS, the Township Council of the Township of Montclair supports the SRO program in the Montclair Public Schools and endorses this sharing of services between the Township and the MBOE.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Township Council of the Township of Montclair as follows:

1. The Manager and Township Clerk are hereby authorized to execute a Shared Services Agreement.
2. The Shared Services Agreement shall be available for public inspection in the Office of the Township Clerk.
3. The Shared Service Agreement shall take effect upon the adoption of this resolution and execution of the Agreement by both parties.
4. A copy of the executed Shared Services Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs.

R-24-087
TOWNSHIP OF MONTCLAIR

RESOLUTION AUTHORIZING THE RELEASE OF THE PERFORMANCE SURETY BOND FOR THE CONSTRUCTION OF THE MIDTOWN PARKING GARAGE

March 26, 2024

WHEREAS, on February 7, 2017, pursuant to Resolution R-17-020, the Township Council of Montclair approved the redevelopment agreement with BSREP II Wellmont Development JV LLC to implement the redevelopment plan for the Seymour Street Redevelopment Area, which provided the terms and conditions for the construction of the Midtown Parking Garage located at Block 3205, Lots 26 & 27; and

WHEREAS, on January 9, 2018, pursuant to Resolution R-18-007, the Township Council of Montclair approved the First Amendment to the Redevelopment Plan, which supplemented the agreement for the construction of the Midtown Parking Garage; and

WHEREAS, pursuant to paragraph 3(d) of the First Amendment to Redevelopment Agreement, the redeveloper was responsible to deliver a Performance Bond to the Township which would remain in full force and effect until the Midtown Parking Garage was completed and a Temporary Certificate of Occupancy was issued by the Township; and

WHEREAS, on April 6, 2018, the Midtown Garage Redeveloper obtained a performance surety bond in the sum of \$8,798,938.00 guarantying full and faithful performance of completion of the Midtown Parking Garage from Atlantic Specialty Insurance Company; and

WHEREAS, on November 11, 2022, the Certificate of Occupancy was issued for the Midtown Parking Garage and therefore, the release of the performance bond is appropriate.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Township of Montclair, in the County of Essex, in accordance with N.J.S.A. 40:55D-53, et. seq. approves and authorizes the release of the performance surety bond, dated April 6, 2018, in the amount of \$8,798,938.00, issued by Atlantic Specialty Insurance Company.



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: March 26, 2024

SUBMITTED BY: Department of Planning, Zoning, and Community Development

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-24-088:** Resolution authorizing the execution of a contract with NJMF Investments, LLC to provide home improvement repairs to a qualifying property per the Montclair Home Improvement Program

ATTACHMENTS:

[Item 0K R-24-088 R-HIP Grant_104 Valley.pdf](#)

R-24-088
TOWNSHIP OF MONTCLAIR

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH NJMF INVESTMENTS, LLC TO PROVIDE HOME IMPROVEMENT REPAIRS TO A QUALIFYING PROPERTY PER THE MONTCLAIR HOME IMPROVEMENT PROGRAM

March 26, 2024

WHEREAS, the Township of Montclair (the "Township") created the Home Improvement Program (the "Program") to assist properties occupied by very low-, low- and moderate-income households to correct existing interior and exterior health, safety, and code violations in conformity with the standards of the New Jersey State Housing Code, N.J.A.C. 5:28 and the Rehabilitation Subcode, N.J.A.C. 5:23-6; and

WHEREAS, the Township contracted with Community Grants, Planning & Housing, LLC (the "Consultant"), a private consulting firm specializing in the implementation of publicly-funded housing rehabilitation programs, to manage and administer the Program on behalf of the Township; and

WHEREAS, the Program provides opportunities for general contractors to register and receive free bid notices for general contracting opportunities, all of whom are compiled into a Program Contractor List; and

WHEREAS, each qualified homeowner under the Program selects a general contractor from the Program Contractor List to provide the repair and rehabilitation work to the homeowner's property as specified in a work write-up provided by the Case Manager and approved by the homeowner; and

WHEREAS, the Consultant advertised a Request for Rehabilitation Bid (Case #: MTCLR- 2317-3-T1-DR) inviting general contractors to bid on the repair and rehabilitation work to the property located at 104 Valley Road in the Township (the "Scope of Work"); and

WHEREAS, based upon the selection of the homeowner and the review, approval and recommendation by the Consultant, the Township wishes to award a contract to NJMF Investments, LLC (the "Contractor") in an amount not to exceed \$31,727.51 for the Scope of Work; and

WHEREAS, the Program is funded by the Township's Affordable Housing Trust Fund, and the Finance Officer has certified that the funds for the contract are available in the Affordable Housing Trust Fund which is budget line 03-286-56-046-001.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Montclair that the Interim Township Manager and Municipal Clerk are hereby authorized to execute a contract with NJMF Investments, LLC in an amount not to exceed \$31,727.51 to undertake the Scope of Work.



Township of Montclair

205 Claremont Avenue

Montclair, NJ 07042

tel: 973-509-4964

fax: 973-509-0370



Chief Financial Officer
Director of Finance

CERTIFICATION OF FUNDS

I HEREBY CERTIFY THAT SUBJECT TO APPROPRIATION OF SUFFICIENT FUNDS IN THE ADOPTED BUDGET, THE TOWNSHIP OF MONTCLAIR WILL ENCUMBER THE FUNDS FOR THE PAYMENT OF SERVICES, GOODS, AND/OR MERCHANDISE AS STATED IN THE FOLLOWING CONTRACT:

PURPOSE OF CONTRACT

Montclair Home Improvement Program

**TOTAL AMOUNT OF CONTRACT
SUBJECT TO APPROPRIATIONS IN
BUDGET**

\$ 31727.51

\$ 31,727.51

ACCOUNT NUMBER (S)

03-286-56-046-001

NAME AND ADDRESS OF COMPANY

NJMF Investments LLC

18 Manger Road

West Orange, NJ 07052


Padmaja Rao, CPA, RMA, CMFO
Chief Financial Officer
Director of Finance

Date: 3/15/24



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: March 26, 2024

SUBMITTED BY: Department of Community Services

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-24-089:** Resolution amending a fair and open contract to Nature's Choice, LLC for the provision of Montclair Township leaf removal (Bid 23-20)

ATTACHMENTS:

[Item 0L R-24-089 Revised Resolution - Change Order Amending Natures Choice.pdf](#)

[Item 0L1 Memo of Explanation for Change Order Natures Choice.pdf](#)

R-24-089
TOWNSHIP OF MONTCLAIR

**RESOLUTION AMENDING A FAIR AND OPEN CONTRACT TO NATURE'S CHOICE,
LLC FOR THE PROVISION OF MONTCLAIR TOWNSHIP LEAF REMOVAL (BID 23-
20)**

March 26, 2024

WHEREAS, on October 24, 2023, the Township awarded R-23-248 to Nature's Choice, LLC for the provision of Township Leaf Removal; and

WHEREAS, due to changes in weather conditions it resulted in higher volume of leaves collected compared to the prior year's projections; and

WHEREAS, pursuant N.J.A.C. 5:30-11.9 (c)4., when the change order of any contract exceeds 20% of the original contract, the governing body shall pass a resolution authorizing a written amendatory contract to be entered into covering the change(s) to be made; and

WHEREAS, it is now necessary to amend the maximum yardage collected and the not to exceed amount of the initial contract (year 1) to the following amounts:

Year	Date of Contract	Unit Price (Per Cu. Yards)	Quantity	Total Cost
1	October 15, 2023 – May 15, 2024	\$9.95	15,000	\$149,250

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

1. The Township Manager be and he is hereby authorized to amend the applicable Agreement with Nature's Choice, LLC for the provision of Township Leaf Removal (Bid 23-20) for a term of one (1) year based upon the terms and conditions set forth therein, subject to final approval by the Township Attorney;
2. This contract is being amended to open-ended with a maximum volume of 15,000 cubic yards per year;
3. Other than the maximum volume of collected leaves, the remaining term of the contract is the same as the original contract;
4. The Township will revise the specification and re-advertise this contract after this season;
5. Pursuant to N.J.A.C. 5:30-5.5 (b) (2) and LFN 2017-10, open-ended contracts do not require a certification of funds at the time the contract is awarded by the governing body, if no amount shall be encumbered until such time as the goods or services are ordered;

6. The documents required for change orders which exceed 20 percent limitation shall be available for public inspection at the Office of the Township Clerk during regular business hours; and
7. Notice of this action shall be printed once in the official newspaper of the Township of Montclair.



Austin J. Ashley CPWM – Director of Community Services



Subject: Request for Resolution Amending Contract for Leaf Collection Services

This memo explains the need for a resolution amending the recently awarded contract for leaf collection services in Montclair Township.

Background

In August 2023, the Township identified a need for leaf collection and composting at a NJ DEP-permitted facility. Following legal procedures, bid specifications (Bid 23-20) were developed and published on August 30, 2023. Five bids were received on September 15, 2023.

A thorough evaluation process conducted by the Qualified Purchasing Agent, Director of Community Services, and Township Attorney determined that Nature's Choice, LLC submitted the most favorable bid, adhering to NJ Local Public Contracts Law and "fair and open" process requirements as defined by N.J.S.A. 19:44A-20.4 et seq. The contract was awarded with available funds certified by the Chief Financial Officer for the initial year at \$92,500.00, based on a projected leaf collection volume of 10,000 cubic yards.

Reason for Amendment

Favorable weather conditions have resulted in a significantly higher volume of leaves collected compared to the initial projections. Consequently, the 10,000-yard capacity and the corresponding \$92,500 budget for the first year are insufficient.

Recommendation

To ensure the successful completion of leaf collection services, a resolution amending the contract with Nature's Choice, LLC is necessary. The resolution should:

- Increase the maximum yardage of collected leaves from 10,000 to 15,000 cubic yards.
- Adjust the "not to exceed" amount of the initial contract to \$149,250.00 to reflect the actual cost of collecting the increased volume.

TOWNSHIP OF MONTCLAIR

**RESOLUTION AWARDING A FAIR AND OPEN CONTRACT TO NATURE'S CHOICE, NJ
LLC FOR THE PROVISION OF MONTCLAIR TOWNSHIP LEAF REMOVAL (BID 23 - 20)**

October 24, 2023

WHEREAS, the Township has identified a need to for the collection of leaves from the Township of Montclair transported to and composted at a New Jersey Department of Environmental Protection permitted leaf composting facility; and

WHEREAS, on August 30, 2023 the Township of Montclair developed and published specifications (Bid 23 – 20) for Leaf Collection as prescribed by law, and

WHEREAS, on September 15, 2023, the Township received five (5) bid proposals; and

WHEREAS, Nature's Choice, LLC, 1106 Millstone River Road, Hillsborough, NJ 08844 submitted the following bid proposal:

Year	Date of Contract	Unit Price (per cu. yards)	Quantity (cu. yards)	Total Cost
1	Oct 15, 2023 – May 15, 2024	\$ 9.95	10,000	\$99,500.00
2	Oct 15, 2024 – May 15, 2025	\$ 10.24	10,000	\$102,400.00
3	Oct 15, 2025 – May 15, 2026	\$ 10.56	10,000	\$105,600.00
4	Oct 15, 2026 – May 15, 2027	\$ 10.87	10,000	\$108,700.00
5	Oct 15, 2027 – May 15, 2028	\$ 11.20	10,000	\$112,000.00

WHEREAS, the Qualified Purchasing Agent, Director of Community Services and Township Attorney reviewed and evaluated all the bid proposals and agreed that Nature's Choice, LLC submitted the lowest, responsive, and responsible bid pursuant to NJ Local Public Contracts Law; and

WHEREAS, this contract has been awarded pursuant to a "fair and open" process as defined in New Jersey Pay-to-Play law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the Chief Financial Officer has certified that funds for this contract are available in the amount of \$ 92,500.00 to cover the cost of the initial contract (year 1); and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Montclair, in the County of Essex, that the Township authorizes the Township Manager be and he is hereby authorized to execute the applicable Agreement with Nature's Choice, LLC for the provision of Township Leaf Removal (Bid 23 – 20) for a term of five (5) years based upon the terms and conditions set forth therein, subject to final approval by the Township Attorney; and

BE IT FURTHER RESOLVED that the total amount of this Agreement shall not exceed the appropriation of sufficient funds in the year 2023 adopted municipal budget and the succeeding years temporary and adopted municipal budget, otherwise the contract cannot exceed the amount available for the year 2023 adopted municipal budget and the succeeding years temporary and adopted municipal budget.

RECORD OF COUNCIL VOTE

COUNCIL MEMBER	MOVANT	SECOND	YES	NO	ABSTAIN	ABSENT
Councilor Cummings				✓		
Deputy Mayor Hurlock	✓		✓			
Councilor Price Abrams		✓	✓			
Councilor Russo			✓			
Councilor Schlager			✓			
Councilor Terry			✓			
Mayor Spiller						✓

I HEREBY CERTIFY the foregoing to be a true copy of Resolution R-23-248 adopted by the Mayor and Council of the Township of Montclair, in the County of Essex, at its meeting held on October 24, 2023.

Angelese Bermúdez Nieves
Angelese Bermúdez Nieves, Township Clerk



Township of Montclair

205 Claremont Avenue

Montclair, NJ 07042

tel: 973-509-4964

fax: 973-509-0370



Chief Financial Officer
Director of Finance

CERTIFICATION OF FUNDS

I HEREBY CERTIFY THAT SUBJECT TO APPROPRIATION OF SUFFICIENT FUNDS IN THE ADOPTED BUDGET, THE TOWNSHIP OF MONTCLAIR WILL ENCUMBER THE FUNDS FOR THE PAYMENT OF SERVICES, GOODS, AND/OR MERCHANDISE AS STATED IN THE FOLLOWING CONTRACT:

PURPOSE OF CONTRACT

Township Leaf Removal

Bid 23 - 20

**TOTAL AMOUNT OF CONTRACT
SUBJECT TO APPROPRIATIONS IN
BUDGET**

\$ 99,500.00

ACCOUNT NUMBER (S)

01-201-26-306-299 (2023)

01-201-26-306-299 (2024 pending budget)

03-275-56-040-001

NAME AND ADDRESS OF COMPANY

Nature's Choice Corporation

1106 Millstone River Road

Hillsborough, NJ 08844

N.R.Akmal

Nada Akmal, Comptroller on behalf of:

**Padmaja Rao, CPA, RMA, CMFO
Chief Financial Officer
Director of Finance**

Date: 10/20/2023



Township of Montclair

205 Claremont Avenue

Montclair, NJ 07042

tel: 973-509-4982

fax: 973-509-0529



AL B. Dineros, QPA
Purchasing Agent
adineros@montclairnjusa.org

September 18, 2023

Subject: Bid Result – Bid No. 23 – 20 – Montclair Leaf Removal

Please be advised that bids for this goods and services were received, publicly opened and announced at Montclair Township on September 15, 2023 at 3:00 PM. The following personnel were present during the bid opening:

AL B. Dineros	- Purchasing Agent
Eddie	- Natures Choice
Joe	- Frank Galbraith
Tracy	- RER Supply

The following Bid proposals were received:

Total Bid Price Year	Natures Choice, LLC Hillsborough, NJ 08844	Frank Galbraith & Sons Scotch Plains, NJ 07076	RER Supply, LLC Riverdale, NJ 07457	S. Rotondi & Sons, Inc. Summit, NJ 07902
1	\$ 99,500.00	\$ 104,500.00	\$ 114,000.00	\$ 129,500.00
2	\$ 102,400.00	\$ 112,500.00	\$ 117,420.00	\$ 129,500.00
3	\$ 105,600.00	\$ 128,500.00	\$ 120,942.60	\$ 139,500.00
4	\$ 108,700.00	\$ 138,500.00	\$ 124,570.88	\$ 139,500.00
5	\$ 112,000.00	\$ 155,000.00	\$ 128,308.00	\$ 149,500.00

Note: Be advised that this bid summary is un-official, all submitted documents by all vendors will be reviewed by the Township officials for compliance. The Governing Body may award a contract within 60 days after the bid opening.

Original

BID PROPOSAL

BID NUMBER 23 – 20 - MONTCLAIR TOWNSHIP LEAF REMOVAL

Vendor should familiarize themselves with the local conditions affecting the cost of the work and the site of the work. Vendor shall furnish all of the labor, materials, necessary tools, fees, permits and equipment, including transportation services necessary to perform the whole of the work and submit to all conditions of the specifications, as they apply to the contract resulting from this bid, on the following to wit:

Base Bid:

YEAR	DATE OF CONTRACT	CU. YARDS (ESTIMATED) (a)	UNIT PRICE (b)	TOTAL BID PRICE (a X b)
1	Oct. 15, 2023 – May 15, 2024	10,000	\$ 9.95	\$ 99,500.00
2	Oct. 15, 2024 – May 15, 2025	10,000	\$ 10.24	\$ 102,400.00
3	Oct. 15, 2025 – May 15, 2026	10,000	\$ 10.56	\$ 105,600.00
4	Oct. 15, 2026 – May 15, 2027	10,000	\$ 10.84	\$ 108,700.00
5	Oct. 15, 2027 – May 15, 2028	10,000	\$ 11.20	\$ 112,000.00

Notes:

1. Quantities are estimated for the purposes of this bid.
2. Contract payment shall be based on actual quantity of leaves removed at cost per cubic yard.
3. The Township does not guarantee any minimum dollar amount and will only pay for the actual work/services authorized and completed.
4. Bid Price shall remain firm for the duration of the contract.

We the undersigned propose to furnish and deliver the above items pursuant to the bid specification and made part Hereof:

X Steven R. Carn
Signature

9/13/2023
Date

Steven R. Carn
Print Name

PRESIDENT
Title/Position

Nature's Choice NJ. LLC
Bidder/Vendor Name

1106 Millstone River Road Hillsborough, N.J. 08844
Company Address

973.969.3299
Telephone #

732. 469. 0054
Fax #

MUSTANONATURESCHOICECORP.COM
Email Address

N/A
PO Email Address

Note: The above individual must be authorized to sign on behalf of company submitting the bid proposal.



Specifications and Statutory Requirements for:

BID NUMBER 23 - 20

MONTCLAIR TOWNSHIP LEAF REMOVAL

Submission Deadline: September 15, 2023 at 3:00 pm prevailing time

**Township of Montclair
Department of Finance (3rd Floor)
Attn: Purchasing Agent
205 Claremont Avenue
Montclair, NJ 07042**

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TOWNSHIP OF MONTCLAIR

NOTICE TO VENDORS

NOTICE IS HEREBY GIVEN that sealed Bid proposals will be received by the authorized representative of the Township of Montclair in the Department of Finance, 3rd floor of the Municipal Building, 205 Claremont Avenue, Montclair, New Jersey. Bids will be received until **3:00 pm on September 15, 2023**, at which time bid proposals will be publicly opened and read in the Council Chambers, 1st floor of the Municipal Building for:

BID NUMBER 23 - 20

MONTCLAIR TOWNSHIP LEAF REMOVAL

Specifications may be obtained by **Email: purchasing@montclairnjusa.org**
For questions or other information, Telephone : (973) 509-4983/4982 Monday - Friday,
8:30am to 4:00pm.

The Township of Montclair is requesting Bid proposals from qualified vendors to provide the above-mentioned equipment in accordance with the specifications or Township approved equivalent.

The Township of Montclair reserves the right to consider proposals for sixty (60) days after their receipt and reserved the right to waive any informalities, to accept a proposal which is deemed most favorable to the interest of the Township in accordance with the specifications and current New Jersey state and federal regulations.

Vendors are required to comply, where applicable, with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1 et seq., New Jersey Statutes Title 19 Fair and Open Process, and all other applicable laws.

Date of Publication: August 30, 2023 – Star Ledger

ATTEST:

AL B. Dineros, QPA
Purchasing Agent

I. INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

A. SUBMISSION OF BIDS

1. Sealed bids shall be received by the contracting unit, hereinafter referred to as "Township," in accordance with public advertisement as required by law, with a copy of the notice being attached hereto and made a part of these specifications.
2. Sealed bid(s) will be received by the designated representative of the Township at the time and location as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud. The Township reserves the right to postpone the date for opening of the Bids.
3. The bid(s) shall be submitted in a sealed envelope: (1) addressed to the Purchasing Agent, (2) bearing the name and address of the Bidder written on the face of the envelope, and (3) clearly marked outside of the envelope "BID" with the contract title and/or BID number of the contract being bid. There shall be one (1) original and one (1) duplicate copy.

**Township of Montclair
Department of Finance (3rd Floor)
Attn: Purchasing Agent
205 Claremont Avenue
Montclair, NJ 07042**

4. It is the Bidder's responsibility that bids are presented to the Township at the time and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for Bids forwarded by regular or overnight mail. If the bid package is sent by express mail service, the designation in sub-section 3, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
5. Sealed bids forwarded to the Township before the time of opening of bids may be withdrawn upon written application of the Bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days, subject to extension as provided by law.
6. All prices and amounts must be written in blue or black ink, or preferably machine printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by specifications, or irregularities of any kind, may be rejected by the Township. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
7. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the Bidder, and be signed by an authorized representative as follows:

- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

8. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Vendors. It is a serious crime for the Vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

C. INTERPRETATION AND ADDENDA

1. The Bidder understands and agrees that its proposal is submitted based on the specifications prepared by the Township. The Bidder accepts the obligation to become familiar with these specifications.
2. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors, or omissions noted by Bidders should be promptly reported in writing to the appropriate official. Any prospective Bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the Bidder fails to notify the Township of such ambiguities, errors or omissions, the Bidder shall be bound by the requirements of the specifications and the Bidder's submitted bid.
3. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any Vendor. Such request shall be in writing, addressed to the Township's representative stipulated in the specification. In order to be given

consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the proposal for goods and services. Furthermore, any inadvertent oral statements, interpretations, or clarifications by the Township or any of its agents or alleged agents shall not be binding on the Township and may not be relied upon by any vendor or proposed vendor.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective Vendors. All addenda so issued shall become part of the specification and Bid documents and shall be acknowledged by the Vendor in the bid proposal. The Township's interpretations or corrections thereof shall be final.

When issuing addenda, the Township shall provide required notice prior to the official receipt of proposals to any person who has submitted a proposal or who has received a Bid package pursuant to N.J.S.A. 40A:11-23c.1.

Acknowledgement of Receipt of Addenda form is MANDATORY, and it is fatal defect when addendum is issued. Otherwise, it is not applicable when no addendum is issued.

4. Discrepancies in Bids

- If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of the extended totals shall govern.

D. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

1. Brand names and/or descriptions used in these specifications are to acquaint Bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
2. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the Bidder on a separate sheet using the Bidders letterhead and marked "Exceptions to Specifications" with the corresponding line item and submitted with the bid proposal form. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the Bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
3. It is the responsibility of the Bidder to document and/or demonstrate the equivalency of the goods and services offered. The Township reserves the right to evaluate the equivalency of the goods and services.

4. In submitting its bid, the Bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful Bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Township harmless from any damages resulting from such infringement.
5. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
6. The Bidder shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the Bidder. The Bidder will be responsible for return freight or restocking charges.

E. INSURANCE AND INDEMNIFICATION

The Bidder shall be required to certify in the proposal that following insurance coverage will be made available at the time of contract award, prior to any contract execution:

The insurance documents indicated by an (X) shall include but are not limited to the following coverages.

1. INSURANCE REQUIREMENTS

a. Worker's Compensation Insurance

Workers Compensation Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) AND N.J.A.C. 12:235-1.6.

b. General Liability Insurance

General Liability Insurance shall be provided with limits of not less than \$ 500,000.00 any one person and \$ 1,000,000 any one accident for bodily injury and \$ 1,000,000 aggregate for property damage and shall be maintained in full force during the life of the contract.

c. Automotive Liability Insurance

Automotive liability insurance covering Vendor for claims arising from owned, hired, and non-owned vehicles with limits of not less than \$1,000,000 for any one occurrence and \$1,000,000 aggregate for bodily injury and property damage, coverage shall be maintained in full force during the life of the contract.

2. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the bid. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

3. INDEMNIFICATION

PROVIDER'S INDEMNITY OBLIGATION. PROVIDER COVENANTS, AGREES TO, AND SHALL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE TOWNSHIP), INDEMNIFY, AND HOLD HARMLESS THE TOWNSHIP OF MONTCLAIR, NEW JERSEY AND THE ELECTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWNSHIP OF MONTCLAIR, NEW JERSEY, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWNSHIP OF MONTCLAIR, NEW JERSEY, AND THE ELECTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWNSHIP OF MONTCLAIR, NEW JERSEY EACH BEING A "MONTCLAIR PERSON" AND COLLECTIVELY THE "MONTCLAIR PERSONS"), FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, JUDGMENTS, LAWSUITS, DEMANDS, HARM, LOSSES, DAMAGES, PROCEEDINGS, SUITS, ACTIONS, CAUSES OF ACTION, LIENS, FEES, FINES, PENALTIES, EXPENSES, OR COSTS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY THE TOWNSHIP OF MONTCLAIR, NEW JERSEY AND/OR ANY OTHER MONTCLAIR PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (I) ANY OF THE WORK AND SERVICES OF THE PROVIDER AS DESCRIBED IN SECTION 1 OF THIS AGREEMENT, (II) ANY REPRESENTATIONS AND/OR WARRANTIES BY PROVIDER UNDER THIS AGREEMENT, AND/OR (III) ANY ACT OR OMISSION UNDER, IN PERFORMANCE OF, OR IN CONNECTION WITH THIS AGREEMENT BY PROVIDER, OR BY ANY OF PROVIDER'S OWNERS, DIRECTORS, OFFICERS, SHAREHOLDERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, ENGINEERS, ARCHITECTS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, PATRONS, GUESTS, CUSTOMERS, TENANTS, SUBTENANTS, LICENSEE, SUBLICENSEE, CONCESSIONAIRES, OR ANY OTHER PERSON OR ENTITY FOR WHOM PROVIDER IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, SHAREHOLDERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, ENGINEERS, ARCHITECTS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, PATRONS, GUESTS, CUSTOMERS, PROVIDERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY MONTCLAIR PERSON, OR CONDUCT BY ANY MONTCLAIR PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

PROVIDER SHALL PROMPTLY ADVISE THE TOWNSHIP IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY MONTCLAIR PERSON RELATED TO OR ARISING OUT OF PROVIDER'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT PROVIDER'S SOLE COST AND EXPENSE. THE MONTCLAIR PERSONS SHALL HAVE THE RIGHT, AT THE MONTCLAIR PERSONS' OPTION AND OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING PROVIDER OF ANY OF ITS OBLIGATIONS HEREUNDER. THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATIONS SET FORTH HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

F. PRICING INFORMATION FOR PREPARATION OF BIDS

1. The Township is exempt from any local, state, or federal sales, use or excise tax.
2. Estimated Quantities (Applicable to Open-End Contracts Only): The Township has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
3. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals shall incorporate this cost.
4. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

G. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this proposal and contract.

1. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as part of this proposal specification.

- Goods, Professional Services and General Services Contracts

Each Vendor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the

Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.

- iii. The successful bidder shall complete an Initial Employee Report, Form AA- 302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

2. NEW JERSEY ANTI-DISCRIMINATION

The contract for this solicitation/proposal shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A 10:2-1 as indicated the attachment of this document.

3. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the vendor is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification. The vendor is obligated to comply with the Act and to hold the Township harmless for any violations committed under the contract.

4. STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the proposal or accompanying the proposal** of said business organization, vendors shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent (10%) or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the ten percent (10%) ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the proposal as it cannot be remedied after the proposals from vendors have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box,

and certify the form. No other information is necessary.

5. PROOF OF BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the Township is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor/vendor, and each subcontractor that is required by law to be named in the bid/proposal/contract has a valid Business Registration Certificate (BRC) on file with the Division of Revenue and Enterprise Services within the Department of Treasury.

Prior to the contract award or authorization, the vendor shall provide the Township with its proof of business registration and that of any named subcontractor(s). Subcontractors named in the bid or other proposal shall provide proof of business registration to the bidder/proposer, who in turn, shall provide it to the Township prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

6. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT (if applicable)

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

8. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the proposal.

9. PAY TO PLAY

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary, Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

10. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

P.L 2012, c 25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in energy or finance sectors of Iran.

11. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

12. DAVIS BACON ACT

If this project is being funded with Federal Funds received from the U.S. Department of Housing and Urban Development (HUD) as part of the Community Development Block Grant (CDBG), the vendor shall be subject to the provisions of the Federal Labor Standards (Davis Bacon), which shall be conditions of the contract. Additional information may be obtained at <http://www.wdol.gov/>.

13. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-1.1 et seq.). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums, and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at an owner's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know

Program for assistance in developing proper labels.

www.nj.gov/health/workplacehealthandsafety/right-to-know/

H. METHOD OF CONTRACT AWARD

1. The length of the contract shall be stated in the technical specifications. The Township and the successful Bidder, in accordance with N.J.S.A.40A:11-24 (b), shall execute said contract within twenty-one (21) days, Sundays and holidays excluded after Notice of Award. The parties however may agree to extend the twenty-one (21) day period in the event the contract cannot be signed in a timely manner. Failure or neglect of the successful bidder to execute said contract or to contact the Township to request an extension to execute said contract shall constitute a breach and the Township can award the contract to the next lowest bidder. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the Township's ability and appropriation of sufficient funds annually.
2. The Township reserves the right to waive immaterial formalities. The Township reserves the right to procure these items under State Contracts or inter-local agreement if so desired.
3. The acceptance of a Bid shall bind the successful bidder to execute the contract and to be responsible for liquidated damages.
4. If the award is to be made on the basis of a single option of the bid only, it shall be made to that most responsible and responsive bidder submitting the lowest bid under that option.
5. If the award is to be made on the basis of a combination of the options of the bid, it shall be made to that most responsible and responsive bidder submitting the lowest net bid for the applicable options.
6. Failure of a bidder to offer a proposal for any option shall result in that bidder being deemed unresponsive to the bid as a whole, regardless of which options the Township chooses to award.

7. The Township may also elect to award the contract on the basis of unit prices.
8. The form of contract shall be submitted by the Township to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Township.
9. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the Township.
10. Awarding Tie bids. Whenever two or more bid proposal offer equal prices and are the lowest responsible bids or proposals, the Township of Montclair may award the contract to the vendor whose response, in the discretion of the Township, is the most advantageous, price and other factors considered.

I. AVAILABILITY OF FUNDS

The Township's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Township for payment of any money shall arise unless, and until funds are made available each year to the particular department.

J. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

1. All bids pursuant to N.J.S.A. 40A:11-13.2;
2. If more than one (1) bid is received from an individual, firm or partnership, corporation, or association under the same name;
3. Multiple bids from an agent representing competing bidders;
4. The bid is inappropriately unbalanced;
5. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
6. If the successful bidder fails to enter into a contract within twenty-one (21) days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Township may accept the proposal of the next lowest responsible Vendor. (N.J.S.A. 40A:11-24b)

K. TERMINATION OF CONTRACT

1. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Township shall there upon have the right to terminate the contract by giving

written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Township of any obligation for balances to the contractor of any sum or sums set forth in the contract. The Township will pay only for goods and services accepted prior to termination.

2. Notwithstanding the above, the contractor shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the contract by the contractor and the Township may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Township from the contractor is determined.
3. The contractor agrees to indemnify and hold the Township harmless from any liability to Subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Township under this provision.
4. In case of default by the contractor, the Township may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
5. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township reserves the right to cancel the contract without being subject to damages.
6. **ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**
It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change must be approved by the Township.
7. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Township.
8. The Township may terminate the contract for convenience by providing 60 calendar days' advance written notice to the contractor.
9. If the successful contractor and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the vendor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

L. PAYMENT TERMS

1. Payment will be made in accordance with the Township's policy and procedures. Invoices shall specify, in detail, the goods, the period for which payment is claimed, the services performed during the prescribed period, the

amount claimed and correlation between the services claimed and this specification.

2. No payment will be made unless duly authorized by the Township's authorized representative and accompanied by proper documentation.
3. Payment vouchers with appropriate invoices are publicly approved at the scheduled Township council meetings. The schedule for the Township council meetings is available on the Township website. All payment vouchers/invoices approved at each meeting are paid by checks which are mailed the day after each meeting.
4. The Township shall pay the net amount of all invoices amounts within sixty (60) days of the date of vendor's properly executed invoice. Invoices shall not be sent earlier than the date on which the goods/services related thereto are delivered to the Township.
5. Public funds may be used to pay only for goods delivered or services rendered. The Township shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.
6. Furthermore, the Township will not accept any delivery of goods or services 'C.O.D.'

There are no exceptions to these procedural requirements.

M. MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be withdrawn based on written request received from the bidder prior to the time fixed for bid opening. No right to withdrawal exists after the bid has been opened. Written request shall be signed by the authorized representative of the bidder.

SPECIFICATIONS FOR:

BID NUMBER 23 – 20 - MONTCLAIR TOWNSHIP LEAF REMOVAL

Description of Work:

From approximately October 15th to January 31st and from April 1st to May 15th of each year the Township of Montclair collects loose leaves in biodegradable bags from residents and stockpiles the collected leaves at the DPW Yard located at 219 North Fullerton Avenue. The approximate quantity of leaves collected from the Township for the last three years are as follows:

2020 – 12,000 cubic yards
2021 – 7,600 cubic yards
2022 – 10,000 cubic yards

During the collection period the Township hires an outside contractor to transport and dispose of the leaves from the DPW Yard to a NJDEP Class C permitted recycling facility(ies).

Scope of Work:

1. The Township of Montclair will collect leaves from the Township roads and properties and stockpile the collected leaves in the Township Department of Public Works (DPW) Yard located at 219 North Fullerton Avenue. The Township collects up to 1,500 cubic yards per day.
2. The successful Contractor shall supply trucks with open top trailers ranging from 75-100 cubic yard capacity to transport the leaves from the DPW Yard to a non-exempt NJDEP permitted Class C recycling facility that is operated by the successful contractor, and which is capable of handling the entire quantity of leaves produced from the Township of Montclair. Each contractor must supply a copy of permits for two separate NJDEP Class C recycling facilities operated by the contractor. The permits must be submitted with the proposal indicating on the copy of the permit which facility will be the secondary or backup facility for the township's leaves.
3. The successful Contractor must have a representative that has an approved Compost Operators Certification from Rutgers University as required by the NJDEP (7:26A-1.4-13 (7) xiv. A copy of the certification must be included with the bid package.
4. The Township of Montclair will supply the Labor and Equipment to load the trailers from 6:30 a.m. to 2:30 p.m. daily, Monday through Friday during peak season. Any arrangements to modify the loading times must be made in advance with an authorized representative of the Township of Montclair, also known as the Superintendent of Public Works or his designee. No other person shall have the authority to modify schedules.
5. Depending on the volume of leaves collected by the DPW, the successful contractor must provide 12-15 trailers per day during peak season for removal of the stockpiled leaves. A representative of the Township, also known as the Superintendent of Public Works or his designee will contact the successful contractor on a daily basis to let them know the quantity of trailers needed for the next day. Due to the limited space for stockpiling leaves in the DPW Yard and to avoid any negative impacts to the surrounding community, it is

important that the contractor provides to the Township the necessary amount of trailers. If the contractor cannot supply the proper quantity of trailers, the Township of Montclair has the right to cancel the contract.

6. The stockpile of leaves in the DPW Yard must be removed completely by the end of each week. Should the contractor fail to comply with this term, the following penalty will be imposed:
 - a. There may be deducted from the invoice a pro-rated fee; or
 - b. The Township reserves the right to cancel the contract forthwith upon written notice and to hire a replacement vendor in the open market, charging any excess in cost to the successful bidder or his surety for the balance of the contract period.
7. Trucking tickets shall be imprinted with the name of the Vendor and a ticket number. Completed tickets shall include the date of loading, truck number, quantity of leaves loaded (in cubic yards), signature of the truck driver and signature of the Township's yard attendant.
8. Cost for the removal of leaves from the Township of Montclair's Public Works Yard located at 219 North Fullerton Avenue in Montclair shall be based upon a price per cubic yard removed. Quantities shall be determined by truck tickets generated immediately after loading at the DPW yard. Copies of each truck ticket shall be distributed to the Township's yard personnel prior to leaving.
9. The successful bidder shall provide to the Township a list of available equipment to be used in facilitating this agreement. The list must be submitted with the proposal.
10. The successful contractor must submit a **Certificate of Insurance** with the proposal showing the Township of Montclair as additionally insured.

Cost Proposal/Pricing:

Vendor will be paid for the actual services rendered/authorized during the term of the contact. The Township does not guarantee any minimum dollar amount and will only pay for the actual work/services authorized and completed.

Term of the Contract:

Pursuant to NJSA 40A: 11-15 (3), the term of this contract shall be for any term not exceeding in the aggregate, five (5) years. The Township will evaluate this contract annually and reserve the right at its sole discretion to renew or amend the contract.

The Township may terminate the contract for convenience by providing 60 calendar days advance written notice to the Vendor.

BID PROPOSAL

BID NUMBER 23 – 20 - MONTCLAIR TOWNSHIP LEAF REMOVAL

Vendor should familiarize themselves with the local conditions affecting the cost of the work and the site of the work. Vendor shall furnish all of the labor, materials, necessary tools, fees, permits and equipment, including transportation services necessary to perform the whole of the work and submit to all conditions of the specifications, as they apply to the contract resulting from this bid, on the following to wit:

Base Bid:

YEAR	DATE OF CONTRACT	CU. YARDS (ESTIMATED) (a)	UNIT PRICE (b)	TOTAL BID PRICE (a X b)
1	Oct. 15, 2023 – May 15, 2024	10,000	\$	\$
2	Oct. 15, 2024 – May 15, 2025	10,000	\$	\$
3	Oct. 15, 2025 – May 15, 2026	10,000	\$	\$
4	Oct. 15, 2026 – May 15, 2027	10,000	\$	\$
5	Oct. 15, 2027 – May 15, 2028	10,000	\$	\$

Notes:

1. Quantities are estimated for the purposes of this bid.
2. Contract payment shall be based on actual quantity of leaves removed at cost per cubic yard.
3. The Township does not guarantee any minimum dollar amount and will only pay for the actual work/services authorized and completed.
4. Bid Price shall remain firm for the duration of the contract.

We the undersigned propose to furnish and deliver the above items pursuant to the bid specification and made part Hereof:

Signature

Date

Print Name

Title/Position

Bidder/Vendor Name

Company Address

Telephone #

Fax #

Email Address

PO Email Address

Note: The above individual must be authorized to sign on behalf of company submitting the bid proposal.

Township of Montclair
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification.

OR

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.

Name: _____

Relationship to
Bidder/Vendor: _____

Description of Activities:

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Vendor: _____

Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Township of Montclair is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the Township of Montclair and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

Bidder/Vendor: _____

BID NUMBER 23 – 20 - MONTCLAIR TOWNSHIP LEAF REMOVAL

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex.

Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment

agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal

Affirmative Action Plan

Approval; Certificate of

Employee Information

Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

PRINT NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

BID NUMBER 23 – 20 - MONTCLAIR TOWNSHIP LEAF REMOVAL

APPENDIX B
NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract, or other means of procurement of goods, services, equipment, or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

APPENDIX C
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EXCEPTIONS TO SPECIFICATIONS

BID NUMBER 23 – 20 - MONTCLAIR TOWNSHIP LEAF REMOVAL



VENDOR NAME _____

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
 Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
 For-Profit Corporation (any type) Limited Liability Company (LLC)
 Partnership Limited Partnership Limited Liability Partnership (LLP)
 Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Bid Number: 23 – 14 - Fall 2023 Tree Planting

**AMERICANS WITH DISABILITIES ACT OF 1990
ACKNOWLEDGEMENT FORM**

This form is an agreement of the successful Vendor's obligations to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Vendor hereby acknowledges receipt of the Americans With Disabilities Act of 1990 found at Appendix B of this packet.

The undersigned Vendor hereby certifies that he/she is aware of the commitment to comply with the requirements of 42 U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Vendor further certifies that he/she understands that his/her proposal shall be rejected as non-responsive, and any contract entered into shall be void and of no effect if said Vendor fails to comply with the requirements of 42 U.S.C. §121.01 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I, _____ residing in _____

(name of affiant)

(name of municipality)

in the County of _____ and State of _____ of full

age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____

(title or position)

(name of firm)

_____ the Vendor making this Proposal for the proposal

entitled _____, and that I executed the said proposal

(title of proposal proposal)

with full authority to do so that said Vendor has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposing in connection with the above name project; and that all statements contained in the said proposal and in this affidavit are true and correct, and made with full knowledge that the **Township of Montclair** relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____

(name of Vendor)

Subscribed and sworn to

before me this day _____ 20 _____

(Type or print name of affiant under signature)

Notary Public: _____

Commission expires _____ 20 _____

Township of Montclair

BID NUMBER 23 – 20 - MONTCLAIR TOWNSHIP LEAF REMOVAL

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Date	Acknowledge Receipt (Initial)
-----------------	------	----------------------------------

Addendum # 1	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____ Date: _____
(Signature of Authorized Representative)

Name: _____ Title/Position: _____
(Print or Type)

NOTE: Acknowledgement of Receipt of Addenda form is MANDATORY, and it is fatal defect when addendum is issued. Otherwise, it is not applicable when no addendum is issued.

BID NUMBER 23 – 20 - MONTCLAIR TOWNSHIP LEAF REMOVAL

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Submission - submit one (1) original, one (1) duplicate copy of the complete bid proposal	
<input checked="" type="checkbox"/>	* Evidence of Affirmative Action Compliance (see Appendix A)	
<input checked="" type="checkbox"/>	*Proof of Business Registration Certificate (BRC) and copy of W9 – Includes all sub-contractors	
<input checked="" type="checkbox"/>	Statement of Ownership Disclosure	
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 - Acknowledgement	
<input checked="" type="checkbox"/>	Mandatory Equal Employment Opportunity – Appendix A	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda (if applicable)	
<input checked="" type="checkbox"/>	Disclosure of Investment Activities Iran	
<input checked="" type="checkbox"/>	Proof of Insurance (Copy of Insurance certificate)	
<input checked="" type="checkbox"/>	Exceptions	
<input checked="" type="checkbox"/>	Copy of Two separate NJDEP Class C Recycling Facilities	
<input checked="" type="checkbox"/>	Copy of Approved Rutgers University Compost Operator Certification	
<input checked="" type="checkbox"/>	List of Available Equipment to be Used in this Contract	

***Statutorily allowed to be provided with proposal OR prior to execution of contract.**

PRINT NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: March 26, 2024

SUBMITTED BY: Finance Department

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-24-090:** Resolution authorizing year 2023 appropriation reserve transfers pursuant to N.J.S.A. 40A:4-59

ATTACHMENTS:

[Item 0M R-24-090 Appropriation Reserve Transfers Resolution.pdf](#)

R-24-090
TOWNSHIP OF MONTCLAIR

**RESOLUTION AUTHORIZING YEAR 2023 APPROPRIATION RESERVE
TRANSFERS PURSUANT TO N.J.S.A. 40A:4-59**

March 26, 2024

WHEREAS, various 2023 bills have been presented for payment this year, which bills represent obligations of the prior fiscal year and were not covered by order number and/or recorded at the time of transfers between the 2023 Budget in the last two months of 2023; and

WHEREAS, N.J.S.A. 40A:4-59 provides that all unexpended balances carried forward after the close of the fiscal year are available, until lapsed at the close of the succeeding fiscal year, to meet specific claims, commitments or contracts incurred during the preceding fiscal year, and allow transfers to be made from unexpended balances to those which are expected to be insufficient during the first three months of the succeeding fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Montclair, County of Essex, State of New Jersey, (not less than two-thirds of the full membership voting affirmative), that transfers be made between 2023 appropriation reserves as set forth below:

From:

Township Manager S&W	\$ 80,000
Township Manager OE	\$ 70,000
Tax Assessor OE	\$100,000
Admin, Code Enforcement S&W	\$150,000
Insurance OE	\$250,000
Refuse Tipping Fees OE	\$200,000

To:

Storm Clearance OE	\$400,000
Capital Improvement Fund	\$450,000



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: March 26, 2024

SUBMITTED BY: Finance Department

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-24-091:** Resolution amending the Year 2024
Temporary Budget

ATTACHMENTS:

[Item 0N R-24-091 Resolution amending the temporary budget.pdf](#)

[Item 0N1 Part 1 of 4 Schedule A -Current Fund - Amended Temporary Budget.pdf](#)

[Item 0N1 Part 2 of 4 Schedule A -Water Utility - Amended Temporary Budget.pdf](#)

[Item 0N1 Part 3 of 4 Schedule A -Sewer utility - Amended Temporary Budget.pdf](#)

[Item 0N1 Part 4 of 4 Schedule A -Parking Utility - Amended Temporary Budget.pdf](#)

R-24-091
TOWNSHIP OF MONTCLAIR

RESOLUTION AMENDING THE 2024 TEMPORARY BUDGET

March 26, 2024

WHEREAS, Resolution R-24-001 adopted on January 2, 2024 established the Temporary Budget for the Year 2024; and

WHEREAS, it is necessary to amend and supplement the 2024 Temporary Budget to meet its current Salary and Wages and operating obligations until the FY 2024 budget is finally adopted; and

WHEREAS, N.J.S.A. 40A:4-20 provides that the Governing Body may, by resolution adopted by a 2/3 vote of the full membership thereof, make temporary appropriations for any purposes for which appropriations may lawfully be made for the period between the beginning of the current fiscal year and the date of the adoption of the budget for said year.

WHEREAS, the Chief Financial Officer for the Township of Montclair has prepared a list of amended temporary budget appropriations for the year 2024, attached hereto and made part hereof as Schedule “A”.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Montclair, County of Essex, State of New Jersey do hereby adopt Schedule “A” attached hereto and made part hereof as amendments to the Temporary Budget of the Township of Montclair for 2024.

**Township of Montclair
2024 Temporary Budget**

Current Fund

Description	2024 Amended Temporary budget
TOWNSHIP MANAGER S&W	163,970.58
TOWNSHIP MANAGER O.E.	166,783.75
HUMAN RESOURCES S&W	118,864.13
HUMAN RESOURCES O.E.	162,295.00
TOWNSHIP COUNCIL S&W	34,370.00
TOWNSHIP COUNCIL O.E.	33,600.00
TOWNSHIP CLERK S&W	150,836.64
TOWNSHIP CLERK O.E.	31,142.30
ELECTION EXPENSE S&W	2,100.00
ELECTION EXPENSE O.E.	84,000.00
ADMINISTRATION-FINANCE S&W	85,529.36
ADMINISTRATION-FINANCE O.E.	39,900.00
ACCOUNTING & TREASURY S&W	173,822.41
ACCOUNTING & TREASURY O.E.	41,195.00
CENTRALIZED FINANCIAL APPLICATIONS	105,000.00
AUDIT SERVICES	30,100.00
INFORMATION TECHNOLOGY S&W	92,826.51
INFORMATION TECHNOLOGY O.E.	431,326.00
TAX COLLECTOR S&W	162,083.82
TAX COLLECTOR O.E.	30,800.00
ASSESSOR'S OFFICE S&W	254,155.25
ASSESSOR'S OFFICE O.E.	194,644.50
TOWNSHIP ATTORNEY S&W	164,672.87
TOWNSHIP ATTORNEY O.E.	217,000.00
ENGINEERING O.E.	157,500.00
ADMINISTRATION-PLANNING S&W	256,327.23
ADMINISTRATION-PLANNING O.E.	64,645.00
PLANNING BOARD O.E.	33,880.00
Rent Control S&W	102,900.00
Rent Control O.E.	28,000.00
BOARD OF ADJUSTMENT O.E.	13,160.00
UNIFORM CONSTRUCTION CODE S&W	579,004.14
UNIFORM CONST CODE O.E.	69,107.50
LIABILITY INSURANCE	2,161,052.19
HEALTH INSURANCE O.E.	5,120,878.74
HEALTH BENEFITS WAIVER	140,000.00
SUI ANNUAL APPROPRIATION	21,000.00
ADMIN/CODE ENFORCE & ENVIRON S&W	383,315.74
ADMIN/CODE ENFORCE & ENVIRON O.E.	61,285.00
POLICE S&W	11,548,208.32
POLICE O.E.	410,900.00
SPCL PRG/ACT POLICE DEPT O/E	38,500.00
FIRE S&W	7,644,758.56
FIRE O.E.	217,385.00
ADMIN COMM SERVICES S&W	593,131.86
COMMUNITY SERVICES O.E.	7,227.50
STREETS REPAIR & MAINT S&W	260,968.02
STREETS REPAIR & MAINT O.E.	20,037.50
STORM SEWER S&W	157,154.44
STORM SEWER O.E.	8,925.00
STORM CLEARANCE S&W	35,000.00
STORM CLEARANCE O.E.	35,000.00
TRAFFIC S&W	130,125.90
TRAFFIC O.E.	41,125.00
CENT GARAGE OPERATIONS S&W	162,005.14

Current Fund

CENT GARAGE OPERATIONS O.E.	279,440.00
REFUSE COLLECTION S&W	1,089,406.49
REFUSE COLLECTION O.E.	21,455.00
RECYCLING S&W	859,326.25
RECYCLING O.E.	385,000.00
BUILDING MAINT-PUB WORKS S&W	98,313.22
BUILDING MAINT-PUB WKS O.E.	264,810.00
SHADE TREES S&W	162,148.38
SHADE TREES O.E.	110,250.00
HEALTH SERVICES S&W	458,339.34
HEALTH SERVICES O.E.	101,318.70
NURSING SERVICES S&W	209,913.86
DIVISION OF SENIOR SERVICES S&W	173,843.17
DIVISION OF SENIOR SERVICES O.E.	31,395.00
ANIMAL CONTROL/SHELTER S&W	316,374.55
ANIMAL CONTROL/SHELTER O.E.	78,563.80
PARKS/REC/CULTURAL AFFAIRS O/E	128,100.00
RECREATION PROGRAMS S&W	465,167.14
RECREATION PROGRAMS O.E.	124,250.00
PARKS SERVICES S&W	259,867.50
PARKS SERVICES O.E.	101,500.00
MAINT FREE PUB LIBRARY	2,655,096.50
Capital Lease on Fire Ladder Truck	148,803.57
POSTAGE CHARGES	49,000.00
ELECTRICITY O.E.	360,500.00
STREET LIGHTING O.E.	343,000.00
TELEPHONE O.E.	241,500.00
NATURAL GAS O.E.	112,000.00
FUEL DIESEL O.E.	227,500.00
GASOLINE O.E.	245,000.00
BUILDING CLEANING SERVICES O.E.	70,000.00
COPIER LEASE MAINTENANCE	20,000.00
DUMP FEES O.E.	735,000.00
PERS - Pension	1,704,735.80
Social Security (FICA)	1,073,204.48
DCRP	20,833.33
PFRS (Police & Fire) - Pension	7,795,429.00
Federal & State Grants	207,283.75
Interlocal Service Agreements	535,642.80
MUNICIPAL COURT S&W	477,663.03
MUNICIPAL COURT O.E.	48,545.00
	61,143,071.02
OTHER CAPITAL IMPROVEMENTS	500,000.00
DEBT SERVICES	10,760,519.10
TYPE 1 DISTRICT SCHOOL DEBT SERVICE	8,028,975.00
	80,639,848.87

Current Fund Totals

**Township of Montclair
2024 Temporary Budget**

Water Utility Fund

Department	Description	2024 Amended Temporary budget
Water Operating	Salaries & Wages	962,528.45
Water Operating	Other Expenses	3,903,512.26
Water Commercial	Salaries & Wages	98,506.27
Water Commercial	Other Expenses	42,000.00
PERS	Other Expenses	238,008.58
Social Security System	Other Expenses	83,975.02
		<u>5,328,530.58</u>
Debt Service	Other Expenses	942,016.58
Total temporary Budget		<u>6,270,547.16</u>

**Township of Montclair
2024 Temporary Budget**

Sewer Utility Fund

Department	Description	2024 Amended Temporary budget
Sewer Operating	Salaries & Wages	687,495.38
Sewer Operating	Other Expenses	682,525.04
PERS	Other Expenses	140,757.27
Social Security System	Other Expenses	48,841.23
Passaic Valley Sewer	Other Expenses	5,000,000.00
Second River Sewer	Other Expenses	135,000.00
Third River Sewer	Other Expenses	3,500.00
		<u>6,698,118.92</u>
Debt Service	Other Expenses	126,909.03
Total temporary Budget		<u>6,825,027.95</u>

**Township of Montclair
2024 Temporary Budget**

Parking Utility Fund

Department	Description	2024 Amended Temporary budget
Parking Operating	Salaries & Wages	847,920.19
Parking Operating	Other Expenses	1,665,895.00
PERS	Other Expenses	193,338.35
Social Security System	Other Expenses	61,993.28
		<u>2,769,146.82</u>
Debt Service	Other Expenses	1,012,943.76
Total temporary Budget		<u>3,782,090.58</u>



Item Cover Page

TOWNSHIP COUNCIL AGENDA ITEM REPORT

DATE: March 26, 2024

SUBMITTED BY: Finance Department

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS RESOLUTION(S)

SUBJECT: **Resolution R-24-092: Bill List Resolution**

ATTACHMENTS:

[Item 0O R-24-092 Bill List 03-26-24 Resolution.pdf](#)



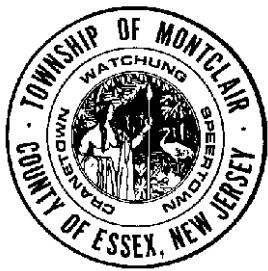
BILL LIST RESOLUTION R-24-092

WHEREAS, INVOICES AGAINST THE TOWNSHIP OF MONTCLAIR, IN FAVOR OF THE FOLLOWING PERSONS FOR THE AMOUNTS SET OPPOSITE THEIR RESPECTIVE NAMES, HAVE BEEN RECEIVED; DULY AUDITED AND FOUND CORRECT.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE TOWNSHIP OF MONTCLAIR, IN THE COUNTY OF ESSEX, THAT SAID INVOICES BE AND THEY ARE HEREBY ORDERED PAID, AND THAT CHECKS BE DRAWN BY THE FINANCE DEPARTMENT TO THE ORDER OF SUCH PERSONS FOR THE AMOUNTS RESPECTIVELY AND HEREINAFTER STATED ON THE SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF:

Council Meeting Date:

Total Amount:



TOWNSHIP OF MONTCLAIR
OFFICE OF THE CHIEF FINANCIAL OFFICER
INTEROFFICE MEMORANDUM

DATE:

TO: Mayor and Township Council

FROM: *NA*

SUBJECT: Bill List

Following is a preliminary version of the Bill List, aggregating to be presented for approval at the Council Meeting. Should any changes be required, a listing of adjustments will accompany a revised Bill List that will be submitted on the day of the Council Meeting for your review.

TOWNSHIP OF MONTCLAIR
SUMMARY OF BILL LISTS
MEETING OF
CHECKS DATED

<u>FUND</u>	<u>AMOUNT</u>
CURRENT FUND	
WATER OPERATING FUND	
WATER CAPITAL	
SEWER OPERATING FUND	
SEWER CAPITAL FUND	
PARKING UTILITY OPERATING FUND	
SECTION 8 FUND	
GENERAL CAPITAL FUND	
GENERAL TRUST FUND	
ANIMAL CONTROL TRUST FUND	
POLICE FORFEITURE TRUST FUND	
PARKING CAPITAL FUND	
STATE UNEMPLOYMENT TRUST FUND	
TOTAL	

IT IS HEREBY CERTIFIED
that the vouchers covering the above funds
are available in the respective accounts to
be charged.

NRAkmal

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
CURRENT FUND			
4009 - A & A TRANSLATION 38 Windsor Place Montclair NJ 07043	PO 2400558 In-Person Spanish Interpreter 2/28/24	225.00	
			225.00
30 - AGL Welding Supply Co. PO Box 1707 Clifton NJ 07015-1707	PO 2400631 VARIOUS CHEMICALS AND GASES	70.80	
			70.80
76 - AMERICAN ROYAL HARDWARE 251 Park Street Montclair NJ 07043-0010	PO 2300143 VARIOUS HARDWARE AND SUPPLIES FOR GARAGE	18.19	
			18.19
76 - AMERICAN ROYAL HARDWARE 251 Park Street Montclair NJ 07043-0010	PO 2400108 2024 Equipment and Supplies for Recreati	11.69	
			11.69
76 - AMERICAN ROYAL HARDWARE 251 Park Street Montclair NJ 07043-0010	PO 2400599 MISCELLANEOUS HARDWARE SUPPLIES FOR DCS	266.69	
			266.69
12479 - American Wear Inc. 23 Centerway, Fl. 2 East Orange NJ 07017-5788	PO 2400287 UNIFORM WKLY RENTALS, WIPERS & HAND CLEA	171.60	
			171.60
8436 - ARCTIC FALLS SPRING WATER 58 SAND PARK ROAD CEDAR GROVE NJ 07009	PO 2400164 2024 Water Supplies	33.22	
			33.22
2544 - ASSOCIATED FIRE PROTECTION	PO 2400634 FIRE PROTECTION & SIMPLEX MONITORING @ 2	1,504.00	

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
100 JACKSON STREET ATTN: GAIL PATERSON NJ 07501			1,504.00
394 - AT&T PO BOX 5075 Carol Stream IL 60197-5075	PO 2400225 Blanket PO - FD Long Distance - Account	74.89	74.89
12365 - ATLANTIC UNIFORM CO., INC. 468 WASHINGTON AVENUE BELLEVILLE NJ 07109	PO 2400457 BLANKET: NYLON FLASHLIGHT POUCHES	74.97	74.97
9273 - AUTOMOTIVE BRAKE 314 RAILROAD AVENUE HACKENSACK NJ 07601	PO 2400289 BRAKES, PARTS AND REPAIRS	3,585.10	3,585.10
9331 - BALLY'S ATLANTIC CITY 1900 PACIFIC AVENUE ATLANTIC CITY NJ 08401	PO 2400656 NRAAO/AMANJ 2024 JOINT CONFERENCE FOR THDAY MAY 22, 2024 TOTAL: \$89.00	122.00	
99329 - BELGIOVINE/BROUGHTON GRILL 714 BLOOMFIELD AVENUE MONTCLAIR NJ 07042	PO 2302495 BLANKET: PROMOTIONAL INTERVIEW PANEL DAI PO 2400624 FOOD FOR HOLIDAY LUNCHEON	1,373.25 1,675.00	3,048.25
100420 - Bermudez Nieves, Angelese c/o Township of Montclair 205 Claremont Avenue Montclair NJ 07042	PO 2400573 2024 Municipal Election Materials	164.49	164.49
100233 - Bowco Laboratories Inc. PO Box 1219 Woodbridge NJ 07095	PO 2400210 DRY ICE TREATMENT IN BURROWS IN FRONT OF	350.00	350.00

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
1996 - BPAS, LLC 6 RHOADS DRIVE SUITE 7 UTICA NY 13502	PO 2400168 2024 FSA Plan	186.00	186.00
100422 - Budget Print Center 332 Broad Street Bloomfield NJ 07003	PO 2400555 50 NEWSLETTERS FEBRUARY ENGLISH 11X17 10 PO 2400669 50 NEWSLETTERS MARCH ENGLISH 11X17 100LB	145.00 145.00	290.00
100225 - Buslig, Felinah Franz 259 Armstrong Avenue Jersey City NJ 07305	PO 2400077 RABIES CLINIC SCHEDULED FOR 2/26/24 6-7:	275.00	275.00
9800 - CLEAN AIR COMPANY 428 NEW BRUNSWICK AVE FORDS NJ 08863-0002	PO 2400196 FD PMP Contract-Annual	1,458.16	1,458.16
6585 - CLEARVIEW DATA SYSTEMS INC. 728 N. PLEASANTBURG DRIVE GREENVILLE SC 29607	PO 2400482 2024-2025 LIVESCAN PLUS/MUGSHOT SOFTWARE	630.00	630.00
99765 - CLEARY GIACOBE ALFIERI JACOBS, LLC 169 RAMAPO VALLEY RD UPPER LEVEL 105 OAKLAND NJ 07436	PO 2300292 2023 Labor Counsel	1,977.50	1,977.50
3409 - CONCENTRA MEDICAL CENTERS OCCUPATIONAL HLTH CNTRS, NJ PA PO BOX 8750 ELKRIDGE MD 21075-8750	PO 2301235 2023 Medical Professionals PO 2400613 NON- FAIR AND OPEN CONTRACT CY 2024 AWAR PO 2400613 NON- FAIR AND OPEN CONTRACT CY 2024 AWAR	246.00 923.00 1,823.50	2,992.50
9717 - CONNOLLY & HICKEY HISTORICAL ARCHITECTS, LLC 1 S. Union Avenue, 3rd floor Cranford NJ 07016	PO 2300249 2023 Q1 Historic Preservation Consultant	1,170.00	1,170.00

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
7693 - CONTINENTAL FIRE & SAFETY, INC 2740 KUSER ROAD ATTN: TRISH ZIVE HAMILTON NJ 08691	PO 2400135 FD Blanket PO - Fire equipment sales/ser	215.97	215.97
100140 - Copy Center, Inc. t/a Shore Business Solutions 1720 Route 34, Suite 9 Wall NJ 07727	PO 2400563 BLANKET FOR YEAR 2024	178.12	178.12
1969 - CW NIELSEN MFG CORP PO BOX 826 CHEHALIS WA 98532	PO 2400031 BLANKET: UNIFORM BADGES	116.20	116.20
3249 - D & M INSTANT PRINTING 46 WATSON AVENUE WEST ORANGE NJ 07052-0001	PO 2400515 Tax, Water & Sewer Office envelopes 10,0	798.00	798.00
7792 - DAVID WEBER OIL COMPANY INC 601 INDUSTRIAL ROAD CARLSTADT NJ 07072	PO 2400443 ENGINE OIL AND LUBE	2,766.80	2,766.80
100148 - Delorenzi, Jennifer 5 Cortland Street Roseland NJ 07068	PO 2400578 MILL WINTER CLASSES 2024	200.00	200.00
99317 - DeLuca, Karen 60 Ivanhoe Lane Clifton NJ 07013	PO 2400575 MILL WINTER CLASSES 2024	810.00	810.00
13821 - DIAL PEST CONTROL, INC. 13 Eagle Rock Ave. E. Hanover NJ 07936	PO 2400095 PEST CONTROL ANIMAL SHELTER 6 MONTHS PO 2400147 FD Blanket PO Pest Control PO 2400646 RODENT & INSECT CONTROL @ 219 N.FULLERTO	101.06 330.00 160.89	

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
	PO 2400647 PEST CONTROL @ 205 CLAREMONT	242.63	834.58
1958 - E.L. CONGDON & SONS LUMBER CO. 17 PARK AVENUE WEST ORANGE NJ 07052	PO 2400506 CONCRETE MIX	82.35	82.35
100485 - Eastern Armored Services, Inc. PO Box 8733 Trenton NJ 08650	PO 2400508 Armored Carrier Services	2,121.00	2,121.00
99532 - Edmunds Gov Tech, Inc. 301A Tilton Road Northfield NJ 08225	PO 2400636 Edmunds Cost of Services CY 2024	2,898.54	2,898.54
1578 - ELEVATOR MAINTENANCE CORP. 580 ELM STREET KEARNY NJ 07032	PO 2400674 2024 January thru March Elevator Mainten	1,466.00	1,466.00
99148 - Essex County Munc Court Judge Assc. c/o HOn. Steven Backfish, JMC 53 Cardinal Drive, PO Box 2369 Westfield NJ 07091-2369	PO 2400321 Judge Angelo's ECMCJA 2024 Annual Dues	100.00	100.00
7460 - ESSEX COUNTY POLICE ACADEMY 250 GROVE AVENUE CEDAR GROVE NJ 07009	PO 2400533 BLANKET TRAINING: VARIOUS COURSES VA	100.00	100.00
100500 - Extech Building Materials 87 Browne Street Brooklyn NY 11231	PO 2400347 CALCIUM CHLORIDE BAGS (PELLETS)	4,606.25	4,606.25
2127 - FAIRFIELD MAINTENANCE INC 414 FAIRFIELD ROAD	PO 2400542 REPAIRS, PARTS AND ACCESSORIES FOR GAS T	422.95	

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
FAIRFIELD NJ 07004			422.95
4379 - FAN, TONY Y. C/O TOWNSHIP OF MONTCLAIR 205 CLAREMONT AVENUE MONTCLAIR NJ 07042	PO 2400565 2024	10.00	10.00
11775 - FEDEX PO BOX 371461 PITTSBURGH PA 15250-7461	PO 2400662 LEAD TESTING	24.75	24.75
475 - FIRE & SAFETY SERV LTD 200 RYAN STREET SOUTH PLAINFIELD NJ 07080	PO 2400061 FD Blanket PO Vehicle Maintenance	437.31	437.31
99217 - Frankie's Finish Line Car Wash 305 Broad Street Bloomfield NJ 07003	PO 2400630 CAR WASHES FOR DCS VEHICLES	15.00	15.00
508 - Gann Law Books 550 Broad Street Suite 906 newark NJ 07102	PO 2400500 Gann Law: 2024 Edition - NJ Open Public	187.00	187.00
5242 - GARDEN STATE MUNICIPAL JIF C/O NIP GROUP, INC. 900 RT 9 N, SUITE 503 WOODBRIDGE NJ 07095	PO 2300906 INSURANCE Excess Workmens comp claims	21,697.42	21,697.42**
99640 - General Security 971 Lehigh Avenue Union NJ 07083	PO 2400584 2024 MONITORING AND SERVICING OF PANIC A	764.64	764.64**
99284 - GenServe, LLC	PO 2400258 FD Blanket PO #2 Preventive Maintenance	225.00	

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
100 Newtown Road Plainview NJ 11803	PO 2400259 FD Blanket PO #1 Preventive Maintenance	112.50	337.50**
1494 - GRAINGER, INC. DEPT. 876710096 PALATINE IL 60038-0001	PO 2400473 FD Blanket PO Building Maintenance	616.50	616.50**
10067 - GRAINGER, INC. DEPT 811747534 PALATINE IL 60038	PO 2400497 Grainger Tripp Lite	133.78	133.78**
553 - GROVE PHARMACY INC 123 GROVE ST MONTCLAIR NJ 07042-0001	PO 2400574 EPINEPHRINE - EPI-PEN	375.00	375.00**
9264 - HIRERIGHT, LLC PO Box 847891 Dallas TX 75284-7891	PO 2400167 2024 Bckgrnd Chk fees	226.15	226.15**
4263 - HUDSON COUNTY MOTORS, INC. 290 SECAUCUS ROAD PO BOX 2611 SECAUCUS NJ 07094	PO 2400117 VARIOUS PARTS AND REPAIRS (BLANKET)	1,642.55	1,642.55**
9208 - HYDRO MAGIC, LLC D/B/A/ WYSIWASH 415 OAK PLACE PORT ORANGE FL 32127	PO 2400079 WYS-110	798.30	798.30**
9843 - IDENTIFIX, INC. PO BOX 856618 MINNEAPOLIS MN 55485-6618	PO 2400541 ONLINE VEHICLE SUBSCRIPTION FOR CENTRAL	1,428.00	1,428.00**

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
4590 - INT'L ASSC OF CHIEFS OF POLICE PO BOX 62564 BALTIMORE MD 21264-2564	PO 2400032 2024 DUES & MEMBERSHIP CHIEF T. CONFOR	380.00	380.00**
100525 - International Downtown Association 1275 K Street NW Suite 1000 Washington DC 20005	PO 2400549 Annual membership in International Downt	490.00	490.00**
100089 - Jay's Exterminating Service 631 W. Mount Pleasant Ave Livingston NJ 07039	PO 2400283 BLANKET: EXTERMINATING EXPENSES	149.00	149.00**
46042 - Jersey Mail Sysems, LLC PO BOX 322 LEBANON NJ 08833	PO 2400553 Postage Ink for Court	238.55	238.55**
1945 - KARP, ARLENE C/O HEALTH DEPT. 205 CLAREMONT AVE MONTCLAIR NJ 07042	PO 2400661 NOTARY RIEMBURSEMENT ARLEN KARP	45.00	45.00**
100527 - KFD Training and Consultation, LLC 67 Beaver Road #290931 Wethersfield CT 06129-6975	PO 2400554 TRAINING: ACTIVE DE-ESCALATION STRATEGIE	695.00	695.00**
7812 - KONICA MINOLTA BUSINESS SOLTNS DEPT. AT 952823 ATLANTA GA 31192-2823	PO 2400672 Konica Minolta (New Copiers Maintenance	4,631.96	4,631.96**
100281 - Lake Management Sciences PO Box 2395 Branchville NJ 07826	PO 2400540 POND MANAGEMENT @ EDGE MONT AND YANTACAW	3,180.00	3,180.00**

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
7692 - Language Line Services PO Box 202564 Dallas TX 75320-2564	PO 2400581 OVER-THE-PHONE INTERPRETATION	52.70	52.70**
6583 - LEAGUE OF MUNICIPALITIES 222 WEST STATE STREET TRENTON NJ 08608	PO 2400239 BUDGET,, ETHICS, AND PROCUREMENT UPDATES	75.00	75.00**
100035 - LeeZar Sporting Goods 410 Bloomfield Avenue Caldwell NJ 07006	PO 2400249 2024 Equipment and Supplies for Recreati	1,131.40	1,131.40**
99315 - Lyons, Jean 211 Montclair Avenue Montclair NJ 07043	PO 2400603 MILL WINTER CLASSES 2024	350.00	350.00**
8109 - M & D AUTOMOTIVE DBA P&A AUTO PARTS 1278 BROAD STREET BLOOMFIELD NJ 07003	PO 2400118 VARIOUS PARTS AND REPAIRS (BLANKET)	1,890.27	1,890.27**
4838 - MARCHELLO'S PAINTING INC 47 MOUNTAIN AVENUE WEST ORANGE NJ 07052	PO 2400294 PAINTING QUOTE HEALTHH DEPARTMENT	10,999.00	10,999.00**
853 - MGL PRINTING SOLUTIONS 154 SOUTH STREET NEW PROVIDENCE NJ 07974	PO 2400526 Envelopes for Municipal Building	1,425.00	1,425.00**
100380 - Monaco, Amy S. c/o Montclair Health Department 205 Claremont Avenue	PO 2400604 HEALTH DEPARTMENT SUPPLIES REIMBURSEMENT	643.79	

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
Montclair NJ 07042			643.79**
6427 - MONTCLAIR AMBULANCE UNIT 95 WALNUT STREET MONTCLAIR NJ 07042-0001	PO 2400560 NARCAN TRAINING - TOWNSHIP OF MONTCLAIR	300.00	300.00**
7782 - MONTCLAIR MOTORWERKS INC. 40 CLAREMONT AVENUE MONTCLAIR NJ 07042	PO 2302369 BLANKET: MISCELLANEOUS VEHICLE REPAIRS PO 2400478 BLANKET: MISCELLANEOUS VEHICLE REPAIRS	2,523.25 15,401.40	17,924.65**
10042 - MR. JOHN PO BOX 130 KEASBY NJ 08832	PO 2400638 PORTABLE TOILET FACILITIES AT VARIOUS LO PO 2400639 PORTABLE TOILET FACILITIES AT VARIOUS LO PO 2400640 PORTABLE TOILET FACILITIES AT VARIOUS LO	1,374.10 94.75 1,468.85	2,937.70**
2063 - NEW JERSEY FIRE EQUIPMENT 119-131 ROUTE 22 EAST DUNELLEN NJ 08812	PO 2400446 FD Blanket PO - Fire equipment sales/ser	134.50	134.50**
9050 - NEXTWAVE WEB, LLC 229 MARSHALL STREET PATERSON NJ 07503	PO 2400659 2023 Township Council Business Cards	50.00	50.00**
9410 - NISCHWITZ & CO. 223 FRONT STREET SOUTH PLAINFIELD NJ 07080-3431	PO 2400078 FOOD ANIMAL SHELTER	959.70	959.70**
100020 - NJ ADVANCE MEDIA, LLC DEPT 77571 PO BOX 77000 DETROIT MI 48277-0571	PO 2300372 2023 Advertising Fees for Purchasing	934.38	934.38**
2177 - NJ ADVANCE MEDIA, LLC DEPT 77571	PO 2400255 NJ Advance Media 2024 - Blanket	192.64	

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
PO BOX 77000 DETROIT MI 48277-0571			192.64**
100097 - NJ Advance Media, LLC Dept 77571 PO Box 77000 Detroit MI 48277-0571	PO 2400569 Rent Control Board Public Meeting 2/28/2	30.10	30.10**
1028 - NJ CONFERENCE OF MAYORS 116 West State Street 1st Floor Trenton NJ 08608	PO 2400499 NJCM 2024 Membership	925.00	925.00**
140 - NJ ENVIRONMENTAL HEALTH ASSOC ATTN: MARY LOU FALCO - MEMBSHP ONE DAG HAMMARSKJOLD BLVD. #6 FREEHOLD NJ 07728	PO 2400585 MEMBERSHIP RENEWAL NJEHA ROBERT JERNICK,	150.00	150.00**
7716 - NJLM 222 WEST STATE STREET TRENTON NJ 08608	PO 2400166 2024 advertising fees	230.00	230.00**
100098 - North Jersey Media Group PO Box 630703 Cincinnati OH 45263-0703	PO 2302491 Rent Control Board Annual Public Meeting	21.39	21.39**
8995 - NORTH JERSEY MEDIA GROUP PO Box 630703 Cincinnati OH 45263-0703	PO 2400211 North Jersey Media Group 2024 - Blanket	34.10	34.10**
5444 - NORTHEAST EQUIPMENT 1190 ROUTE 23 SOUTH CEDAR GROVE NJ 07009-0001	PO 2400536 PARTS AND REPAIRS FOR LAWN & GROUNDS EQU	303.23	303.23**
1091 - NORTHEASTERN ARBORIST SUPPLIES	PO 2400496 SMALL TOOLS, PARTS, ACCESSORIES AND REPA	465.64	

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
50 NOTCH ROAD WOODLAND PARK NJ 07424-1960			465.64**
100536 - NRRAAO NJ c/o Lee Ann Russ 33 Mechanic Street Cape May Court House NJ 08210	PO 2400658 NRAAO/AMANJ 2024 JOINT CONFERENCE MAY INFERENCE: \$165.00, TOTAL \$165.00		165.00**
8398 - NUCHEM CORP 747 N. FENWICK STREET ALLENTOWN PA 18109-1879	PO 2301645 BLANKET: WATER TREATMENT	728.97	728.97**
6192 - OUTSTANDING SERVICE CO 167 HILLCREST AVENUE CRANFORD NJ 07016-0001	PO 2400313 FUEL TANK INSPECTIONS & TREATMENT	249.95	249.95**
99781 - Positive Promotions, Inc. PO Box 11537 Newark NJ 07101	PO 2400451 OPIOD HEALTHDEPT	357.95	357.95**
5456 - PRIMEPOINT, LLC. Attn: Emily Wainwright 2 SPRINGSIDE ROAD MT. HOLLY NJ 08060	PO 2400673 PAYROLL PROCESSING FEES	7,338.95	7,338.95**
2392 - PRINTING TECHNIQUES 48 FRANKLIN AVE NUTLEY NJ 07110	PO 2302199 RESIDENT QUESTIONNAIRE PO 2302312 ARTWORK SETUP FOR RESIDENT QUESTIONNAIRE	1,695.00 50.00	1,745.00**
9887 - PROSHRED SECURITY 152 EAGLE ROACK AVENUE ROSELAND NJ 07068	PO 2400330 BLANKET: CONSOLE CONTENT DESTRUCTION/SHR	192.00	192.00**

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
7990 - PROSTOCK AUTO PARTS MONTCLAIR AUTO PARTS 330 NORTH MIDLAND AVENUE SADDLEBROOK NJ 07663	PO 2400280 SOFTWARE FOR THE SMALL VEH. COMPUTER PO 2400309 FD Blanket PO Auto Parts	699.00 47.68	746.68**
3062 - PUBLIC SERVICE ELECTRIC & GAS PO BOX 14444 NEW BRUNSWICK NJ 08906-4444	PO 2400205 FD PSEG	19,158.00	19,158.00**
46038 - RICHVIEW CONSULTING 4 MAUDE LANE HACKETTSTOWN NJ 07840	PO 2400007 2023 - 2025 PROFESSIONAL ABORIST CONSUL	1,176.00	1,176.00**
8438 - ROUTE 23 AUTO MALL 1301 RT 23 SOUTH BUTLER NJ 07405	PO 2400538 VARIOUS PARTS AND REPAIRS	561.25	561.25**
9733 - RUTGERS, SCHOOL OF PUBLIC HLTH 300 ATRIUM DRIVE SOMERSET NJ 08873	PO 2400616 2024 NEW JERSEY CONFERENCE : BEYOND BARRCHEL WYCHULES, EMILY CALLAHAN, KERRI E		275.00**
9614 - SAFETY NJ LLC 33 WEST STREET SUITE 101 BLOOMFIELD NJ 07003	PO 2400595 2024 Equipment and Supplies for Recreati	1,459.99	1,459.99**
1366 - SANITATION EQUIPMENT CORP. 80 FURLER STREET TOTOWA NJ 07512	PO 2400120 VARIOUS PARTS & REPAIRS FOR PACKER TRUCK	2,231.06	2,231.06**
7506 - STAPLES PO Box 70242 Philadelphia PA 19176-0242	PO 2302434 Office supplies for end of year - STAPLE PO 2400190 2024 Tax, Water, Sewer Office Supplies C PO 2400213 Clerk Office Supplies 2024 - Blanket PO 2400214 Election Supplies 2024	37.19 20.58 813.52 274.95	

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
	PO 2400264 2024 Recreation Supplies PO 2400430 VARIOUS OFFICE SUPPLIES	199.98 202.73	1,548.95**
1481 - STORR TRACTOR CO 3191 RT 22 SOMERVILLE NJ 08876-0003	PO 2400633 PARTS AND REPAIRS FOR GROUNDS EQUIPMENT	304.16	 304.16**
2767 - SUPERIOR DISTRIBUTORS 4 MIDLAND AVE ELMWOOD PARK NJ 07407-0001	PO 2400552 VARIOUS PARTS AND REPAIRS	92.62	 92.62**
100400 - SV Sports, Inc. 38 Green Street Souderton PA 18964	PO 2400594 2024 Equipment and Supplies for Recreati	5,139.60	 5,139.60**
6704 - TRANSAXLE, LLC 540 HUYLER STREET S. HACKENSACK NJ 07606	PO 2400648 VARIOUS PARTS AND REPAIRS	403.14	 403.14**
6428 - TURN OUT FIRE & SAFETY 3468 KENNEDY BLVD JERSEY CITY NJ 07307-0001	PO 2400150 FD Blanket PO Clothing & Uniforms	3,154.46	 3,154.46**
8779 - VERIZON PO BOX 15124 ALBANY NY 12212-5124	PO 2400216 Recreation Pool Telephone & WIFI Service	119.89	 119.89**
955 - VERIZON BUSINESS PO Box 16801 Newark NJ 07101-6801	PO 2400215 BLANKET PO ANIMAL SHELTER 2024	300.04	 300.04**
8550 - VERIZON RBCC	PO 2400300 EDGEMONT VERIZON BLANKET 2024 FIRST 6 MO	188.85	

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
PO BOX 15124 ALBANY NY 12212-5124			188.85**
5601 - W.B. MASON CO., INC. PO BOX 981101 BOSTON MA 02298-1101	PO 2301405 water bottles (est 3 per month) PO 2400632 November 2023 water jugs	23.30 46.60	
			69.90**
9362 - W.B. MASON COMPANY INC. PO BOX 981101 BOSTON MA 02298-1101	PO 2400231 2024 WATER DELIVERY AND RENTAL FEES PO 2400501 Copy paper for 205 Claremont Ave PO 2400568 COPY PAPER PO 2400618 Blanket PO Montclair Municipal Court	23.30 1,969.20 656.40 140.86	
			2,789.76**
99090 - William J. Guarini, Inc. 152 Stevens Avenue Jersey City NJ 07305	PO 2400308 FD Blanket PO Plumbing PO 2400539 PLUMBING REPAIRS AT VARIOUS LOCATIONS PO 2400548 FD Station 2 - FD Emergency Repair due to T PO 2400577 EMERGENCY REPLACEMENT OF BOILER DUE TO N	502.98 1,050.90 1,098.57 9,320.42	
			11,972.87**
100517 - WOODLANDS WILDLIFE REFUGE, INC. PO BOX 5046 CLINTON NJ 08809	PO 2400402 NEW VENDOR	50.00	
			50.00**
DEDICATED TRUST			
99931 - Boswell Engineering 330 Phillips Avenue South Hackensack NJ 07606	PO 2300691 2023 Q1 Blanket for Boswell Engineering	8,751.50	
			8,751.50**
1658 - FDR HITCHES 120 WEST WESTFIELD AVENUE ROSELLE PARK NJ 07204	PO 2400641 VARIOUS PLOW PARTS & REPAIRS	1,851.81	
			1,851.81**
4263 - HUDSON COUNTY MOTORS, INC. 290 SECAUCUS ROAD PO BOX 2611	PO 2400460 Fire Prevention 2023 Blanket PO Vehicle	3,888.41	

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
SECAUCUS NJ 07094			3,888.41**
99986 - Little League Baseball, Inc. PO Box 3485 Williamsport PA 17701	PO 2400597 2024 Registration Little League	350.00	350.00**
99600 - Mid-Atlantic Truck Center c/o Corporate Billing LLC Dept. 100, PO Box 83064 Birmingham AL 35283	PO 2400598 PLOW TRUCK PARTS AND REPAIRS	463.87	463.87**
8672 - NATURE'S CHOICE CORP. 1106 Millstone River Road Hillsborough NJ 08844	PO 2301081 CURSIDE COLLECTION AND DISPOSAL OF GRASS PO 2301942 DISPOSAL OF WOOD CHIPS - BLANKET	2,585.87 1,200.00	3,785.87**
8581 - SOFIA PO BOX 674 MONTCLAIR NJ 07042	PO 2302455 CDBG sub recipient SOFIA	6,398.00	6,398.00**
CAPITAL			
9067 - CME ASSOCIATES 1460 ROUTE 9 SOUTH HOWELL NJ 07731	PO 2400589 INVESTIGATE HAZARDOUS DISCHARGE INCIDENT	1,793.00	1,793.00**
100154 - CMS Construction Inc. 521 North Avenue Plainfield NJ 07060	PO 2202438 Edgemont Park Pedestrian Bridge Replacem	21,831.18	21,831.18**
99216 - Jen Electric Inc. PO Box 616 Springfield NJ 07081	PO 2400590 TRAFFIC SIGNAL REPAIR AT BAY & WALNUT CR	4,308.15	4,308.15**

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
7915 - MATRIX NEW WORLD ENGINEERING 26 COLUMBIA TURNPIKE FLORHAM PARK NJ 07932	PO 2400278 ENVIRONMENTAL SERVICES FOR NJDEP SITE RE	345.00	
345.00**			
Water Operating			
30 - AGL Welding Supply Co. PO Box 1707 Clifton NJ 07015-1707	PO 2400341 W- 24 -- BLANKET for Monthly Cylinder Re	54.44	
54.44**			
6902 - AGRA ENVIRONMENTAL & LAB SERV 90 1/2 WEST BLACKWELL STREET DOVER NJ 07801	PO 2400316 W-20 -- BLANKET for Laboratory Analysis	115.00	
115.00**			
1000113 - Airgas USA, LLC PO Box 734445 Chicago IL 60673-4445	PO 2400342 W-25 -- BLANKET for Monthly Cylinder Ren	183.01	
183.01**			
76 - AMERICAN ROYAL HARDWARE 251 Park Street Montclair NJ 07043-0010	PO 2300203 W-4 -- BLANKET for Hardware Items (WAT	27.62	
27.62**			
76 - AMERICAN ROYAL HARDWARE 251 Park Street Montclair NJ 07043-0010	PO 2400412 W-30 -- Blanket for Hardware Items (21.55	
21.55**			
94 - AQUA PRO-TECH LABORATORIES 1275 BLOOMFIELD AVENUE BUILDING #6 FAIRFIELD NJ 07004	PO 2400372 W-27 -- BLANKET for Sampling and Lab Ana	477.00	
477.00**			
3282 - GRAINGER, INC. DEPT 858312218	PO 2400143 W-3 -- Blanket for materials and supplie	156.18	

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
PALATINE IL 60038-0001			156.18**
2673 - NATIONAL METERING SERVICES INC 163 SCHUYLER AVENUE BOX 491 KEARNY NJ 07032	PO 2302458 W-175 -- Installation of three Compound	9,700.00	9,700.00**
8422 - NEAL SYSTEMS, INC. NSI 122 TERRY DRIVE NEWTON PA 18940	PO 2302316 W-159 -- Radios for Water Tanks	3,350.00	3,350.00**
9016 - NEWARK ASPHALT CORP. FOOT OF PASSAIC ST NEWARK NJ 07104-0001	PO 2400426 W-36 -- Blanket for Winter Mix & Asphalt	2,340.00	2,340.00**
4642 - NORTHERN SAFETY CO INC PO BOX 4250 UTICA NY 13504-4250	PO 2400160 W-11 -- Blanket for Safety Materials	128.00	128.00**
11822 - OBSZARNY, GARY C/O MONTCLAIR WATER BUREAU 54 WATCHUNG AVENUE MONTCLAIR NJ 07043	PO 2400620 W-47 -- Reimburse for Work Shoes	150.00	150.00**
8489 - P & A AUTO & TRUCK PARTS 1278 BROAD STREET BLOOMFIELD NJ 07003	PO 2400415 W-32 -- Blanket for Vehicle Parts and Su	99.29	99.29**
5786 - PRECISION ELECTRIC MOTOR WORKS 14 SEBAGO STREET CLIFTON NJ 07013	PO 2302446 W-172 -- AC Emerson Motor Overhaul at WA	3,250.00	3,250.00**
99074 - Primavera, Michael	PO 2400622 W-45 -- Reimbursement for Vehicle Regist	60.00	

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
c/o Montclair Water Bureau 54 Watchung Avenue Montclair NJ 07042			60.00**
100062 - PureSan Holdings LLC 500 W. Main Street Suite 11 Wyckoff NJ 07481	PO 2301686 W-107 -- BLANKET for Janitorial Supplies	1,087.55	1,087.55**
7506 - STAPLES PO Box 70242 Philadelphia PA 19176-0242	PO 2400050 W-4 -- APC Battery Back-ups for computer	445.65	445.65**
99809 - Union Alarmtronic LLC PO Box 313 Linden NJ 07036	PO 2302447 W-173 -- Alarm in Trouble at Glenfield W	995.00	995.00**
100204 - VANORE ELECTRIC, INC. 238 HIGH STREET HACKENSACK NJ 07608	PO 2302419 W-168 -- Blanket for Installation of LED	30,854.51	30,854.51**
100411 - WaterWisePro Training LLC 6142 Snapdragon Street Eastvale CA 92880	PO 2302012 W-134 -- Treatment Study Guide	125.00	125.00**
Water Capital			
100470 - CLIFFSIDE BODY CORP 130 BROAD AVENUE FAIRVIEW NJ 07022	PO 2400493 N-2 -- Lights for New Vehicle WB-17	5,565.00	5,565.00**
9368 - CORE & MAIN LP PO BOX 28330 ST. LOUIS MO 63146	PO 2202227 P-32 -- Third Encumbrance-Purchase & Del	9,871.00	

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
			9,871.00**
100493 - Sigelock Systems, LLC PO Box 44 Simpsonville MD 21150-0044	PO 2400510 P-3 -- Fire Hydrants and accessories	8,999.69	8,999.69**
PARKING UTILITY			
76 - AMERICAN ROYAL HARDWARE 251 Park Street Montclair NJ 07043-0010	PO 2400192 2024 Supplies and hardware	12.22	12.22**
99820 - Eastern Pest Services 517 Commerce Street Franklin Lakes NJ 07417	PO 2400348 2024 Crescent Deck Monthly Pest Service PO 2400349 2024 Midtown Deck Monthly Pest Service M	125.00 90.00	215.00**
1578 - ELEVATOR MAINTENANCE CORP. 580 ELM STREET KEARNY NJ 07032	PO 2400674 2024 January thru March Elevator Mainten	734.00	734.00**
10067 - GRAINGER, INC. DEPT 811747534 PALATINE IL 60038	PO 2400155 2024 Supplies and hardware	153.78	153.78**
9710 - IMPARK 216 Haddon Avenue Suite 400 Westmont NJ 08108	PO 2400550 2023 Operations and Management for Parki PO 2400551 2023 Operations and Management for Parki PO 2400582 2023 Operations and Management for Parki PO 2400583 2023 Operations and Management for Parki PO 2400591 2023 Operations and Management for Parki PO 2400592 2023 Operations and Management for Parki PO 2400593 2023 Operations and Management for Parki	39,649.99 47,777.67 50,234.30 41,092.04 52,884.31 47,629.24 43,413.46	322,681.01**
9710 - IMPARK 216 Haddon Avenue	PO 2400608 2023 Operations and Management for Parki	50,108.59	

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
Suite 400 Westmont NJ 08108			50,108.59**
8109 - M & D AUTOMOTIVE DBA P&A AUTO PARTS 1278 BROAD STREET BLOOMFIELD NJ 07003	PO 2400601 2024 Parts and Supplies	999.25	999.25**
99287 - Montclair Car Care 4 Bloomfield Avenue Montclair NJ 07042	PO 2302245 2023-- Car Wash and Services	60.00	60.00**
7148 - NJ DEPT OF ENVIRONMENTAL PRTCT BUREAU OF ENVRN. RADIATION PO BOX 415 TRENTON NJ 08625	PO 2400546 2022 Remediation at Midtown Parking Gara	1,850.00	1,850.00**
14257 - PSE&G PO BOX 14444 REF:# 500317196 NEW BRUNSWICK NJ 08906-4103	PO 2301578 PSE&G Utility Services Townwide - Electr	4,421.57	4,421.57**
914 - PUBLIC SERVICE ELECTRIC & GAS PO BOX 14444 NEW BRUNSWICK NJ 08906-4444	PO 2400502 2024 Midtown Deck Electricity Charges	1,345.23	1,345.23**
2573 - ULINE PO BOX 88741 CHICAGO IL 60680	PO 2400671 2024 Office Supplies and Maintenance Not	1,867.04	1,867.04**
955 - VERIZON BUSINESS PO Box 16801 Newark NJ 07101-6801	PO 2400362 2024 Landline/Wireless Monthly Service F	639.90	639.90**

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
Animal Control			
5645 - NJ DEPT OF HEALTH & SENIOR SRV INFECTIONS & ZOONOTIC DISEASE PO BOX 369 TRENTON NJ 08625-0360	PO 2400580 MONTHLY DOG REPORT FEB 2024	391.20	391.20**
Section 8			
7506 - STAPLES PO Box 70242 Philadelphia PA 19176-0242	PO 2400267 Various Office Supplies	250.82	250.82**
99540 - The Nelrod Company 3301 West Freeway Fort Worth TX 76107	PO 2302403 Section 8 Housing Choice Voucher Utilityased on HUD's utility schedule model.		2,370.00**
100204 - VANORE ELECTRIC, INC. 238 HIGH STREET HACKENSACK NJ 07608	PO 2302405 Electrical requirement for a commercial	3,100.00	3,100.00**
SEWER OPERATING			
100095 - Allegiance Trucks 525 West Linden Avenue Linden NJ 07036	PO 2400623 R-8 -- Vehicle Parts for Vactor Truck	895.12	895.12**
99284 - GenServe, LLC 100 Newtown Road Plainview NJ 11803	PO 2302376 R-35 -- Radiator Repair at Skytop Statio	6,178.13	6,178.13**

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

Paid to	Description	Payment	Check Total
9348 - KOYCE, STEPHEN C/O MONTCLAIR WATER BUREAU 54 WATCHUNG AVENUE MONTCLAIR NJ 07043	PO 2400617 W-49 -- Reimbursement of Portal Testing	104.00	104.00**
7643 - ONE CALL CONCEPTS, INC. 7223 PARKWAY DRIVE SUITE 210 HANOVER MD 21076	PO 2400403 O-3 -- Blanket for One Call Messages for	296.01	296.01**
2574 - RICOH USA, INC. PO BOX 827577 PHILADELPHIA PA 19182-7577	PO 2400668 R-9 -- BLANKET for Service Contract on R	1,547.08	1,547.08**
5165 - SUBURBAN CONSULTING ENGINEERS 96 US HIGHWAY 206 SUITE 101 (UTL) FLANDERS NJ 07836-9225	PO 2302009 P-25-- Utility Engineering Services for	560.50	560.50**
TOTAL			712,291.18

** = Payment(s) need to be approved before check can be printed.

Total to be paid from Fund 01 CURRENT FUND	179,600.45
Total to be paid from Fund 03 DEDICATED TRUST	25,489.46
Total to be paid from Fund 04 CAPITAL	28,277.33
Total to be paid from Fund 06 Water Operating	53,619.80
Total to be paid from Fund 07 Water Capital	24,435.69
Total to be paid from Fund 09 PARKING UTILITY	385,087.59
Total to be paid from Fund 12 Animal Control	479.20
Total to be paid from Fund 16 Section 8	5,720.82
Total to be paid from Fund 22 SEWER OPERATING	9,020.34
Total to be paid from Fund 23 SEWER CAPITAL	560.50

List of Bills - (All Funds)

Meeting Date: 03/26/2024 For bills from 03/12/2024 to 03/22/2024

	Paid to	Description	Payment	Check Total

		712,291.18		

Checks Previously Disbursed

1027	New Jersey Department of Labor	PO# 2400401	Unemployment Insurance QTR Endin	57,677.86	3/14/2024
1028	New Jersey Department of Labor	PO# 2400609	Unemployment Insurance QTR Endin	1,018.41	3/14/2024
1029	New Jersey Department of Labor	PO# 2400615	Unemployment Insurance QTR Endin	120.85	3/14/2024
1030	New Jersey Department of Labor	PO# 2400643	Unemployment Insurance QTR Endin	14,847.87	3/14/2024
19947	New Jersey Department of Labor	PO# 2400643	Unemployment Insurance QTR Endin	30,000.00	3/14/2024
19948	GARDEN STATE MUNICIPAL JIF	PO# 2400723		453,625.13	3/21/2024
3112024	MONTCLAIR BOARD OF EDUCATION		BOE Levy 3/11/24	5,600,000.00	3/11/2024

				6,157,290.12	

Totals by fund	Previous Checks/Voids	Current Payments	Total

Fund 01 CURRENT FUND	6,083,625.13	179,600.45	6,263,225.58
Fund 03 DEDICATED TRUST		25,489.46	25,489.46
Fund 04 CAPITAL		28,277.33	28,277.33
Fund 06 Water Operating		53,619.80	53,619.80
Fund 07 Water Capital		24,435.69	24,435.69
Fund 09 PARKING UTILITY		385,087.59	385,087.59
Fund 12 Animal Control		479.20	479.20
Fund 13 S.U.I	73,664.99		73,664.99
Fund 16 Section 8		5,720.82	5,720.82
Fund 22 SEWER OPERATING		9,020.34	9,020.34
Fund 23 SEWER CAPITAL		560.50	560.50

BILLS LIST TOTALS	6,157,290.12	712,291.18	6,869,581.30
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